

CITY OF MONTCLAIR

**CITY COUNCIL
SUCCESSOR REDEVELOPMENT AGENCY,
MONTCLAIR HOUSING CORPORATION, MONTCLAIR
HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY
FOUNDATION MEETINGS**

AGENDA PACKET



**Monday, June 17, 2024
7:00 p.m.**

**Montclair City Council Chambers
5111 Benito Street
Montclair, CA 91763**

Mayor

Javier "John" Dutrey

Mayor Pro Tem

Tenice Johnson

Council Members

Bill Ruh

Corysa Martinez

Benjamin "Ben" Lopez

City Manager

Edward C. Starr

City Attorney

Diane E. Robbins

City Clerk

Andrea M. Myrick



**REGULAR JOINT MEETING OF THE
CITY COUNCIL, SUCCESSOR AGENCY, MONTCLAIR HOUSING CORPORATION,
MONTCLAIR HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY FOUNDATION**

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

Monday, June 17, 2024
7:00 p.m.

If you want to provide comments on an agenda item, including public hearing and closed session items, please complete a Speaker Card located in the Council Chambers. The Mayor/Chair (or the meeting's Presiding Officer) will call on those who submitted requests to speak at the appropriate times during the meeting. Written comments (200-word limit per agenda item, and 200-word limit for all non-agenda items combined) can also be emailed to cityclerk@cityofmontclair.org at least one hour before the meeting begins.

Watch Council meetings live on the City's official YouTube Channel at <https://www.youtube.com/@cityofmontclair>, or via Zoom using the following information: **Zoom Link:** <https://zoom.us/j/93717150550> / **Dial Number:** 1 (669) 900-6833 / **Meeting ID:** 937-1715-0550. Video recordings of Council meetings are available on the City's website and can be accessed by the end of the business day following the meeting at <https://www.cityofmontclair.org/council-meetings/>.

AGENDA

- I. CALL TO ORDER** City Council [CC], Successor Agency Board [SA],
Montclair Housing Corporation Board [MHC],
Montclair Housing Authority Commission [MHA],
Montclair Community Foundation Board [MCF]

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS — None

VI. PUBLIC COMMENT

*During Public Comment, you may comment on any subject that **does not** appear on this agenda. Each speaker has up to five minutes. The meeting's presiding officer may provide more or less time to accommodate speakers with special needs or a large number of speakers waiting in line. (Government Code Section 54954.3).*

Under the provisions of the Brown Act, the meeting bodies are prohibited from participating in substantial discussion of or taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

Page No.

- A. First Reading — Consider Ordinance No. 24-1006 Amending the Zoning Code and Repealing and Replacing Chapter 11.23 of the Montclair Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units in Residential Zones (Case No. 2024-21) [CC]**

Consider Setting a Public Hearing for Second Reading and to Consider Adoption of Ordinance No. 24-1006 on Monday, July 1, 2024, at 7:00 p.m. in the City Council Chambers [CC]

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VIII. CONSENT CALENDAR

- A. Approval of Minutes**

1. Regular Joint Meeting — June 3, 2024 [CC/SA/MHC/MHA/MCF]

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- 2. Consider Adoption of Resolution Nos. 24-3441 and 24-3442 Establishing Proposed Schedules of Total Monthly Rates for Refuse and Sewer Program Services, Subject to the Proposition 218 Notification, Protest, and Public Hearing Process [CC]

Consider Authorizing Staff to Send Notices to Property Owners Regarding a Public Hearing to Consider Establishing Maximum Monthly Residential and Commercial Rate Caps for Solid Waste Disposal Services, Pursuant to the Requirements of Proposition 218 [CC]

Consider Setting a Proposition 218 Public Hearing for August 19, 2024, at 7:00 p.m. in the City Council Chambers to Consider Establishing a Five-Year Schedule of Maximum Monthly Rate Caps for Refuse and Sewer Services and Setting the Rates for Residential and Commercial Refuse Services and Sewer Services to be Effective August 1, 2024 [CC]

Consider Allocating up to \$12,000 from the Contingency Fund to Mail to Property Owners Notices of a Proposition 218 Public Hearing Regarding Establishing a Five-Year Schedule of Maximum Monthly Rate Caps for Refuse and Sewer Services [CC]

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- 3. Consider Adoption of Resolution No. 24-3443 Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 5, 2024, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Related to General Law Cities [CC]

Consider Adoption of Resolution No. 24-3444 Adopting the Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at An Election to be Held on Tuesday, November 5, 2024 [CC]

Consider Adoption of Resolution No. 24-3445 Requesting the Board of Supervisors of the County of San Bernardino to Consolidate a General Municipal Election to be Held on Tuesday, November 5, 2024, with the Presidential General Election to be Held on the Same Date Pursuant to Section 10403 of the California Elections Code [CC]

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IX. PULLED CONSENT CALENDAR ITEMS

X. COUNCIL/MHC BUDGET REVIEW AND ADOPTION

The City Council/MHC Board may consider continuing the below items to an adjourned meeting on Thursday, June 20, 2024, at 6:00 p.m. in the City Council Chambers.

A. Presentation

- 1. Fiscal Year 2024-25 Preliminary Budget Review [CC/MHC]

B. Consent Calendar

- 1. Consider Adoption of Resolution No. 24-3447 Authorizing Approval of the Change in Population in San Bernardino County During 2023 for the Purpose of Calculating the Gann Spending Limit for Fiscal Year 2024-25 [CC]
- 2. Consider Adoption of Resolution No. 24-3448 Establishing an Appropriations Limit for Fiscal Year 2024-25 Pursuant to Article 13-B of the California Constitution and to Section 7910 of the Government Code [CC]
- 3. Consider Adoption of Resolution No. 24-3449 Adopting the City of Montclair Fiscal Year 2024-25 Annual Budget [CC]
- 4. Consider Adoption of Resolution No. 24-02 Adopting the Fiscal Year 2024-25 Budget for the Montclair Housing Corporation [MHC]

XI. COMMUNICATIONS

- A. Department Reports — None
- B. City Attorney
 - 1. Request for City Council to Meet in Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation: *Dow/Alvarran v. Montclair* [CC]
- C. City Manager/Executive Director
- D. Mayor/Chairperson
- E. Council Members/Directors
- F. Committee Meeting Minutes (*for informational purposes only*)
 - 1. Personnel Committee Meeting — June 3, 2024 [CC]

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XII. CLOSED SESSSION

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, July 1, 2024 at 7:00 p.m.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the meeting bodies after publication of the Agenda packet are available for public inspection in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Please call the City Clerk's Office at (909) 625-9416 or send an e-mail to cityclerk@cityofmontclair.org to request documents via e-mail.

If you need special assistance to participate in this meeting, call the City Clerk's Office at (909) 625-9416 or e-mail cityclerk@cityofmontclair.org. Notification 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. Myrick, 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 City's website at <https://www.cityofmontclair.org/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, June 13, 2024.



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024

FILE I.D.: CDV110

SECTION: PUBLIC HEARINGS

DEPT.: COMMUNITY DEV.

ITEM NO.: A

PREPARER: M. DIAZ

SUBJECT: FIRST READING — CONSIDER ORDINANCE NO. 24-1006 AMENDING THE ZONING CODE AND REPEALING AND REPLACING CHAPTER 11.23 OF THE MONTCLAIR MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES (CASE NO. 2024-21)

CONSIDER SETTING A PUBLIC HEARING FOR SECOND READING AND TO CONSIDER ADOPTION OF ORDINANCE NO. 24-1006 ON MONDAY, JULY 1, 2024, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS

REASON FOR CONSIDERATION: City Council action is required to amend the Montclair Municipal Code (MMC) and the Zoning Code. Proposed Ordinance No. 24-1006 would make changes to the MMC and update local regulations in compliance with Government Code section 66310 *et seq.* related to Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) constructed in the City.

The purpose for proposed Ordinance No. 24-1006 is to update the Montclair Municipal Code to be consistent with recent State legislation regarding Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) developed within the City. The ordinance complies with Government Code Section 65310 *et seq.*, as amended by recent legislation, including SB 897.

On June 3, 2024, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the proposed ordinance were given the opportunity to be heard, and the item was fully studied. No public comments were received. The City Council by a vote of 3-0-1-1 (Lopez abstained; Martinez absent) moved to set June 17, 2024, as the date for the second reading of Ordinance No. 24-1006.

Due to comments received from the Council at the June 3, 2024 meeting regarding Section 11.23.050.H -Income reporting, staff has revised the proposed Ordinance to delete this section. Further, the numbering format of the proposed ordinance has been revised to be consistent with the numbering format of the Municipal Code. As such, the changes to the text and format of the proposed ordinance text necessitates a new First Reading. A copy of the revised Ordinance No. 24-1006 is attached to this report for City Council review and consideration.

BACKGROUND: Pursuant to California Government Code Section 66316, local ordinances that fail to meet the requirements of State ADU/JADU Laws are considered null and void in their entirety, and the local jurisdiction will thereafter be limited to only applying State Law standards without local refinements to all local ADU and JADU development projects. The proposed Ordinance would provide updated City procedures and development standards for ADUs and JADUs that are consistent with State Law.

Notable elements of the updated ordinance regarding ADUs and JADUs include the following:

- ADU law applies to all single family and multifamily zoning districts. Code-compliant ADUs and JADUs must be allowed on any lot that includes a single-family dwelling unit, and on lots containing multifamily dwelling units.
- Size of ADUs:
 - The maximum size requirements a local agency can impose for ADUs is 850 square feet if one bedroom, or 1000 square feet if two or more bedrooms. In addition, local agencies cannot impose restrictions that would prohibit construction of an 800 square-foot ADU.
 - JADUs are limited to a maximum of 500 square feet.
 - Attached ADUs cannot exceeding 50% of the habitable space of the primary unit.
- Enclosed spaces/uses within a proposed or existing single-family residence, such as attached garages, are considered part of the primary single-family residence.
- An increase in the height limits for some ADUs. Specifically, an increased maximum height limit for ADUs that are within half a mile of a major transit stop or high-quality transit corridor from 16 feet to 18 feet. An increase in height limit up to 25 feet may be allowed for an attached ADU to the primary dwelling, but cannot not exceed two stories.
- Minimum side and rear yard setbacks for ADUs are reduced to 4 feet, but front yard and street side setbacks may be maintained per zoning standards, unless otherwise necessary to accommodate placement of an 800 square-foot ADU. Existing non-conforming structures are permitted to maintain their nonconforming setbacks if converted to an ADU.
- Clarifies that installation of fire sprinklers in an ADU will not be required if fire sprinklers are not required for the primary dwelling unit, and further clarifies that construction of an ADU, by itself, will not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.
- Generally, one off-street parking space is required for each ADU and tandem parking may be proposed to meet this requirement. The City is prohibited from imposing any parking standards on an ADU, in the following instances:
 - The ADU is within a half-mile walking distance of public transit, an architecturally or historically significant historic district, is part of a proposed or existing primary residence, or
 - If on-street parking permits are required but not offered to the occupant of the ADU, or
 - If a car share vehicle is located within one block of the ADU.
- Replacement parking cannot be required when a garage, carport, or covered parking structure is demolished to accommodate the construction of an ADU or is converted to an ADU.

- An ADU or JADU cannot be denied due to nonconforming zoning conditions, building code violations or unpermitted structures that do not present an immediate threat to public health and safety. Moreover, a local agency may not deny a permit for an unpermitted ADU constructed prior to January 1, 2018, due to a violation of building standards unless the local agency makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure.
- Requires the City to approve or deny an application for an ADU or JADU within 60 days of receiving a completed application. The law also requires the City to justify with a full set of detailed comments describing the deficiencies in the application and explaining how to remedy them.
- Requires local ordinances only impose objective development standards on ADUs. The following Objective Design Standards are included in the proposed local ordinance:
 - The architectural style of the ADU shall match the existing residence, to include roof pitch, exterior building materials, colors, and finishes.
 - Separate exterior entrances apart from that of the primary dwelling.
 - Walls and windows shall be placed to maximize privacy.
 - Rooftop decks are prohibited.
 - Exterior lights shielded and directed downward.
 - Landscaping.
- An ADU or JADU may be rented, but not for a term shorter than 30 days. Further, an ADU or JADU cannot be sold or otherwise conveyed separately.
- Owner occupancy is not required for an ADU created on or after January 20, 2020. However, the owner occupancy requirement applies to all JADUs.
- Upon approval of the ordinance, deed restrictions for ADUs and JADUs will be required.

Proposed Deletion of the Income Reporting Section of the Proposed Ordinance

In the original report prepared for this ordinance, staff included the following:

- Certain income reporting requirements related to ADUs and JADUs that will be rented, in order to facilitate the City’s obligation to identify adequate sites for housing in accordance with Government Code sections 65583.1 and 65852.2.

The income-reporting requirement of the original ordinance proposal is not statutorily required, but many cities have adopted it as means for counting ADUs toward meeting state mandated affordable housing targets (i.e. RHNA housing numbers). However, in consideration of the comments made by the City Council during its June 3, 2024, meeting, staff, in consultation with Special Counsel and the City Attorney, determined the requirement could for now be omitted, although the State could require the same or similar requirement at a later date. Therefore, staff recommends a revision to the proposed ordinance to delete Section 11.23.050.H and adjust the numbering format of the ordinance accordingly:

~~H. **Income reporting.** In order to facilitate the City's obligation to identify adequate sites for housing in accordance with Government Code sections 65583.1 and 65852.2, as amended, the following requirements must be satisfied:~~

- ~~1. With the building permit application, the applicant must provide the City with an estimate of the projected annualized rent that will be charged for the ADU or JADU.~~
- ~~2. Within 90 days after each yearly anniversary of the issuance of the building permit, the owner must report the actual rent charged for the ADU or JADU during the prior year. If the City does not receive the report within the 90-day period, the owner is in violation of this Code, and the City may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the City may enforce this provision in accordance with applicable law.~~

PLANNING COMMISSION REVIEW: The Planning Commission considered the proposed Ordinance during a noticed public hearing at its regular meeting on May 13, 2024. After reviewing the staff report and draft ordinance, and opening the hearing for public testimony (no public comments were received), the Planning Commission, by a vote of 4-1 (Mendez voting no), recommended City Council approval of the proposed Ordinance per Planning Commission Resolution No. 24-1995. During the public hearing, Commissioner Mendez expressed opposition to allowing ADUs being developed without requiring sufficient parking. The City Attorney clarified that an uncovered on-site parking space was still a requirement for each ADU.

PUBLIC NOTICE: Notice of this City Council public hearing was published in the Inland Valley Daily Bulletin on May 24, 2024. The notice meets the legal notice requirements and is adequate in scope for this project. No public comments were received prior to or during the City Council review, nor have any been submitted to date.

On June 3, 2024, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the proposed ordinance were given the opportunity to be heard, and the item was fully studied. No public comments were received. The City Council by a vote of 3-0-1-1 (Lopez abstained; Martinez absent) moved to set June 17, 2024, as the date for the second reading of Ordinance No. 24-1006. Due to staff's changes to the proposed Ordinance, this is now a new first reading of the revised proposed Ordinance.

ENVIRONMENTAL REVIEW: Under Section 21080.17 of the California Public Resources Code (PRC), adoption of the proposed Ordinance is statutorily exempt from the California Environmental Quality Act (CEQA). Under PRC Section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county to implement the provisions of Section 66310 et seq. of the Government Code (State ADU law). The proposed Ordinance implements Government Code Section 66310 et seq. within the City of Montclair in a manner that is consistent with the requirements of State ADU law.

FISCAL IMPACT: The cost for review of future ADU and JADU proposals will be borne by property owners (applicants) at the fee established for review and permits as listed on the City's Master User Fee Schedule, which is approved and amended from time to time by the City Council.

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

1. Conduct first reading of Ordinance No. 24-1006 amending the Zoning Code and repealing and replacing Chapter 11.23 of the Montclair Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units in residential zones (Case No. 2024-21); and
2. Set a public hearing for second reading and to consider adoption of Ordinance No. 24-1006 on Monday, July 1, 2024, at 7:00 p.m. in the City Council Chambers.

ORDINANCE NO. 24-1006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING ZONING CODE AMENDMENT NO. 2024-21 TO REPEAL AND REPLACE CHAPTER 11.23 OF THE MONTCLAIR MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS (ADUs) AND JUNIOR ACCESSORY DWELLING UNITS (JADUs) IN THE CITY OF MONTCLAIR AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, the City of Montclair, California (“City”) is a municipal corporation duly organized under the constitution and laws of the State of California; and

WHEREAS, Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, the State has identified housing shortage as an issue of statewide significance, and the California Legislature has enacted a series of laws to take steps to streamline the production of housing. The proposed Ordinance would provide updated City procedures and development standards for ADUs and JADUs that are consistent with State law; and

WHEREAS, the California Legislature approved, and the Governor signed into law Senate Bill 897 (“SB 897”) to further amend Government Code sections 65852.2 and 65852.22 relating ADUs and JADUs in the State; and

WHEREAS, SB 897 requires that the City amend its existing ADU ordinance to comply with the new provisions of SB 897; and

WHEREAS, State law requires that the City deem ADUs to be “a residential use that is consistent with the existing general plan and zoning designation” (Government Code Section 65852.2(a)(1)(C)); and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22; and

WHEREAS, staff, special counsel, and the City Attorney prepared this Resolution and the proposed Zoning Code Amendment No. 2024-21, including the proposed language and terminology, and any additional information and documents deemed necessary for the Planning Commission to take action; and

WHEREAS, proposed Ordinance No. 24-1006 is statutorily exempt from the California Environmental Quality Act (CEQA) and the City’s CEQA Guidelines under Public Resources Code section 21080.17 and CEQA Guidelines Section 15282(h), which provide that the adoption of an ordinance regarding ADUs by a city to implement Government Code Section 65852.2 is statutorily exempt from CEQA; and

WHEREAS, on May 3, 2024, the City gave public notice of the public hearing on the proposed ordinance before the Planning Commission in the *Inland Valley Daily Bulletin*, a newspaper of general circulation; and

WHEREAS, on May 13, 2024, the Planning Commission held a public hearing and considered the staff report, recommendations by staff, and public testimony concerning the proposed ordinance; and

WHEREAS, on May 13, 2024, the Planning Commission, by a vote of 4 to 1, passed Planning Commission Resolution No. 24-1995 recommending City Council adoption of Ordinance No. 24-1006 to repeal and replace Chapter 11.23 of the Montclair Municipal Code, relating to ADUs and JADUs; and

WHEREAS, on May 24, 2024, the City gave public notice of the public hearing on Monday, June 3, 2024, for proposed Ordinance No. 24-1006 by publishing notice in the *Inland Valley Daily Bulletin*, a newspaper of general circulation a newspaper of general circulation; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have been satisfied.

NOW, THEREFORE, the City Council of the City of Montclair does ordain as follows:

Section I. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section II. Under California Public Resources Code section 21080.17, the California Environmental Quality Act (“CEQA”) does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California’s ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the City Council finds that this Ordinance is statutorily exempt from CEQA in that the Ordinance implements the State’s ADU law.

Section III. The City Council hereby adopts Zoning Code Amendment 24-1006, and Chapter 11.23 of the Montclair Municipal Code is hereby repealed and replaced to read in its entirety as provided in Exhibit A, attached hereto and incorporated herein by this reference.

Section IV. This Ordinance takes effect thirty (30) days after its adoption.

Section V. The City Clerk shall either: (a) have this Ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this Ordinance published twice in a newspaper of general circulation within 15 days after its adoption.

Section VI. The City Clerk shall submit a copy of this Ordinance to the Department of Housing and Community Development within 60 days after adoption.

Section VII. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

APPROVED AND ADOPTED this XX day of XX, 2024.

ATTEST:

Mayor

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 24-1006 of said City, which was introduced at a meeting of the City Council held on the XX day of XX, 2024, and finally passed not less than five (5) days thereafter at a regular meeting of the City Council on the XX day of XX, 2024, by the following vote, to-wit:

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

Andrea M. Myrick,
City Clerk

Exhibit A – Updated ADU Regulations

Chapter 11.23 – ACCESSORY DWELLING UNITS

Section 11.23.010 – Purpose.

The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code section 66310 et seq., as amended.

Section 11.23.020 – Effect of conforming.

An ADU or JADU that conforms to the standards in this Chapter will not be:

- A. Deemed to be inconsistent with the City’s general plan and zoning designation for the lot on which the ADU or JADU is located.
- B. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
- C. Considered in the application of any local ordinance, policy, or program to limit residential growth.
- D. Required to correct a nonconforming zoning condition, as defined in subsection 11.23.030(G) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.

Section 11.23.030 – Definitions.

As used in this Chapter, terms are defined as follows:

- A. “Accessory dwelling unit” or “ADU” means an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 1. An efficiency unit, as defined by section 17958.1 of the California Health and Safety Code; and
 2. A manufactured home, as defined by section 18007 of the California Health and Safety Code.
- B. “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot.
- C. “Complete independent living facilities” means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
- D. “Efficiency kitchen” means a kitchen that includes all of the following:
 1. A cooking facility with appliances.
 2. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.
- E. “Junior accessory dwelling unit” or “JADU” means a residential unit that satisfies all of the following:
 1. It is no more than 500 square feet in size.
 2. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 3. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.

4. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 5. It includes an efficiency kitchen, as defined in subsection 11.23.030(D) above.
- F. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
 - G. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.
 - H. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
 - I. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
 - J. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
 - K. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

Section 11.23.040 – Approvals.

The following approvals apply to ADUs and JADUs under this section:

- A. **Building permit only.** If an ADU or JADU complies with each of the general requirements in Section 11.23.040 below, it is allowed with only a building permit in the following scenarios:
 1. **Converted on single-family lot:** One ADU as described in this subsection A.1 and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - a. Is either: within the space of a proposed single-family dwelling, within the existing space of an existing single-family dwelling, or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - b. Has exterior access that is independent of that for the single-family dwelling; and
 - c. Has side and rear setbacks that are sufficient for fire and safety, as dictated by applicable building and fire codes.
 - d. The JADU complies with the requirements of Government Code sections 66333 through 66339, as amended.
 2. **Limited detached on single-family lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection A.1 above), if the detached ADU satisfies each of the following limitations:
 - a. The side- and rear-yard setbacks are at least four feet.
 - b. The total floor area is 800 square feet or smaller.
 - c. The peak height above grade does not exceed the applicable height limit in subsection B below.

3. **Converted on multifamily lot:** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection A.3, at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the existing multifamily dwelling units.
4. **Limited detached on multifamily lot:** No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling if each detached ADU satisfies both of the following limitations:
 - a. The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - b. The peak height above grade does not exceed the applicable height limit provided in subsection B below.

B. ADU permit.

1. Except as allowed under subsection A above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in Sections O and H.2 below.
2. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU permit processing fee is determined by the Director of Community Development and approved by the City Council by resolution.

C. Process and timing.

1. An ADU permit is considered and approved ministerially without discretionary review or a hearing.
2. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City has not approved or denied the completed application within 60 days, the application is deemed approved unless either:
 - a. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - b. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
3. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection C.2 above.
4. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

Section 11.23.050 – General ADU and JADU requirements.

The following requirements apply to all ADUs and JADUs that are approved under subsections 11.23.030(A) and (B) above:

A. Zoning.

1. An ADU or JADU subject only to a building permit under subsection 11.23.040(A) above may be created on a lot in a residential or mixed-use zone.
2. An ADU or JADU subject to an ADU permit under subsection B above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.
3. In accordance with Government Code section 66333, as amended, a JADU may only be created on a lot zoned for single-family residences.

B. Height.

1. Except as otherwise provided by subsections 0 and 0 below, a detached ADU created on a lot with an existing or proposed single-family or multifamily dwelling unit may not exceed 16 feet in height.

A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single-family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
2. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
3. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection B.2 may not exceed two stories.
4. For purposes of this subsection B, height is measured above the existing legal grade to the peak of the structure.

C. Fire sprinklers.

1. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
2. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.

D. Rental term. No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

E. No separate conveyance. An ADU or JADU may be rented, but, except as otherwise provided in Government Code sections 66340 and 66341, as amended, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

F. **Owner occupancy.**

1. ADUs created under this Chapter on or after January 1, 2020, are not subject to an owner-occupancy requirement.
2. As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement in this subsection F.2 does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

G. **Deed restriction.** Prior to the issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office, and a copy must be filed with the Director of Community Development or his designee. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:

1. Except as otherwise provided in Government Code sections 66340 and 66341, as amended, the ADU or JADU may not be sold separately from the primary dwelling.
2. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
3. The deed restriction runs with the land and may be enforced against future property owners.
4. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, the removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request to the Director, providing evidence that the ADU or JADU has, in fact, been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
5. The deed restriction is enforceable by the director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

H. **Building and safety.**

1. **Must comply with building code.** Subject to subsection H.2 below, all ADUs and JADUs must comply with all local building code requirements.
2. **No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the Building Official makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection H.2 prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for non-residential use and was subsequently converted for residential use in accordance with this section.

Section 11.23.060 – Specific ADU requirements.

The following requirements apply only to ADUs that require an ADU permit under subsection B above.

A. Maximum size.

1. The maximum size of a detached or attached ADU subject to this Section H.2 is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms.
2. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
3. Application of other development standards in this Section H.2, such as lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection A.2 above, front setback, lot coverage limit, or open-space requirement may require the ADU to be less than 800 square feet.

B. Setbacks.

1. An ADU that is subject to this Section H.2 must conform to a 25-foot front-yard setback, subject to subsection A.3 above.
2. An ADU that is subject to this Section H.2 must conform to 4-foot side- and rear-yard setbacks.
3. No setback is required for an ADU that is subject to this Section H.2 if the ADU is constructed in the same location and to the same dimensions as an existing structure.

C. Lot coverage. No ADU subject to this Section H.2 may cause the total lot coverage of the lot to exceed 35 percent, subject to subsection A.3 above.

D. Minimum open space. No ADU subject to this Section H.2 may cause the total percentage of open space of the lot to fall below 1,000 square feet, subject to subsection A.3 above.

E. Passageway. No passageway, as defined by subsection H above, is required for an ADU.

F. Parking.

1. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection K above.
2. Exceptions. No parking under subsection F.1 is required in the following situations:
 - a. The ADU is located within one-half mile walking distance of public transit, as defined in subsection J above.
 - b. The ADU is located within an architecturally and historically significant historic district.
 - c. The ADU is part of the proposed or existing primary residence or an accessory structure under subsection A.1 above.
 - d. When on-street parking permits are required but not offered to the occupant of the ADU.
 - e. When there is an established car share vehicle stop located within one block of the ADU.
 - f. When the permit application to create an ADU is submitted with an application to create a new single-family or new

multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections F.2.a through e above.

3. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

G. Architectural requirements.

1. The materials and colors of the exterior walls, roof, windows, and doors must match the appearance and architectural design of those of the primary dwelling.
2. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
3. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
4. The ADU must have an independent exterior entrance apart from that of the primary dwelling.
5. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
6. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
7. All windows and doors in an ADU are less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

H. Landscape requirements. Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:

1. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24" box-size plant shall be provided for every ten linear feet of exterior wall.
2. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least 6 feet in height may be installed.
3. All landscaping must be drought-tolerant and conform with water conservation standards.

1. **Protections.** An ADU that is on or within 600 feet of real property and is listed in the California Register of Historic Resources must be located so as not to be visible from any public right-of-way.

Section 11.23.070 – Fees.

The following requirements apply to all ADUs that are approved under subsections A or B above.

A. Impact fees.

1. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection A, "impact fee" means a "fee" under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.

2. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

B. Utility fees.

1. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
2. Except as described in subsection B.1, converted ADUs on a single-family lot that are created under subsection A.1 above are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required.
3. Except as described in subsection B.1, all ADUs that are not covered by subsection B.2 require a new, separate utility connection directly between the ADU and the utility.
 - a. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - b. The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.

Section 11.23.080 – Nonconforming Zoning Code conditions, Building Code violations, and unpermitted structures.

- A. **Generally.** The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

B. Unpermitted ADUs constructed before 2018.

1. **Permit to legalize.** As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if denial is based on either of the following grounds:
 - a. The ADU violates applicable building standards, or
 - b. The ADU does not comply with the state ADU law (Government Code section 66310 et seq. [as amended]) or this ADU ordinance (Chapter 11.23).
2. **Exceptions:**
 - a. Notwithstanding subsection B.1 above, the City may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the City makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.
 - b. Subsection B.1 above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

- (b) **Nonconforming ADUs and discretionary approval.** Any proposed ADU or JADU that does not conform to the objective standards set forth in this Chapter 11.23 may be allowed by the City with a conditional use permit, in accordance with Chapter 11.78.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	FIN520
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	J. KULBECK
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending May 31, 2024.

BACKGROUND: Included in the City Council's agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2024.

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

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending May 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	2	PREPARER:	A. VONG/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

BACKGROUND: Mayor Pro Tem Johnson has examined the Warrant Register dated May 20, 2024; the Warrant Register dated June 3, 2024; the Payroll Documentation dated May 5, 2024; and the Payroll Documentation dated May 19, 2024, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated June 17, 2024, totals \$2,003,466.59.

The Payroll Documentation dated June 2, 2024, totals \$902,621.10 gross, with \$637,176.73 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	FIN510
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	3	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors (Successor Agency Board) is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending May 31, 2024, pursuant to state law.

BACKGROUND: Included in the Successor Agency Board's agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending May 31, 2024.

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

RECOMMENDATION: Staff recommends the Successor Agency Board receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending May 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	FIN530
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	4	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending May 31, 2024, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Successor to the Redevelopment Agency Warrant Register dated 05.01.24-05.31.24 in the amounts of \$4,438.38 for the Combined Operating Fund and \$0.00 for the Redevelopment Obligation Retirement Funds, and finds it to be in order.

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

RECOMMENDATION: Vice Chair Johnson recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending May 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	5	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending May 31, 2024, pursuant to state law.

BACKGROUND: Included in the Montclair Housing Corporation Board agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2024.

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

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending May 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	6	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending May 31, 2024, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Warrant Register dated 05.01.24-05.31.24 in the amount of \$62,350.57 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chair Johnson recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending May 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	7	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending May 31, 2024, pursuant to state law.

BACKGROUND: Included in the Montclair Housing Authority Commission's agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2024.

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

RECOMMENDATION: Staff recommends the Montclair Housing Authority Commission receive and file the Treasurer's Report for the month ending May 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	8	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to consider receiving and filing the Warrant Register for the month ending May 31, 2024, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Warrant Register dated 05.01.24-05.31.24 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

RECOMMENDATION: Vice Chair Johnson recommends the Montclair Housing Authority Commission approve the Warrant Register for the period ending May 31, 2024.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	MCF175
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MCF
ITEM NO.:	9	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF THE PAYMENT FOR A ONE-YEAR SUBSCRIPTION RENEWAL OF ZENGINE APPLICATION SOFTWARE THROUGH WIZEHIVE, INC. FOR THE MONTCLAIR TO COLLEGE PROGRAM		

REASON FOR CONSIDERATION: The Montclair Community Foundation (MCF) Board of Directors is requested to consider approval of the purchase of a one-year subscription renewal of Zengine application software through Wizehive, Inc. for the Montclair to College (MTC) program.

BACKGROUND: The Montclair City Council serves as the MCF Board of Directors. The vision of MCF is to work collectively and collaboratively to strengthen services and enhance the quality of life for residents by promoting health, wellness and economic stability for all including the most vulnerable in our community. The mission of MCF is to guarantee a quality community for all, by working together as diverse, committed individuals and organizations to make an impact that improves the overall well-being of the community.

A study completed by Kaiser Permanente's Community Health Needs Assessment demonstrated communities with lower educational attainment, specifically bachelor's degrees, also had a larger amount of negative health outcomes, including more poor mental health days, heart attack emergency room visits, higher obesity prevalence, more strokes, and higher smoking prevalence. Research has demonstrated college promise programs, like MTC, contribute to higher completion rates for students in college. Long-term evidence has shown education is an investment in reducing poverty and promoting economic mobility. In addition, college promise programs have been utilized as an evidenced based mechanism for improving college access and affordability as a solution to excessive student loan debt in the United States.

Created in 1998, the Montclair to College program is one of the first of its kind college promise programs. Currently, through a collaboration with Chaffey Joint Union High School District and Chaffey College, MTC offers Montclair High School (MHS) students a unique opportunity for students to receive a full scholarship to Chaffey College. This MTC scholarship includes full tuition, books, parking, and other fees. Every Montclair High School (MHS) student that completes their MTC application in 12th grade, graduates without significant disciplinary action, has a minimum of 2.0 grade point average (GPA), attends MHS all four years, and completes twenty hours of community service at a non-profit is eligible to receive the scholarship. MTC provides MHS students and their families with resources and support to navigate into higher education. Throughout the school year, MTC organizes multiple bilingual workshops and presentations on topics that help make the transition to college easier for parents and students. MTC workshop topics may include but are not limited to: financial aid, academic and career: deciding your path, student resources, and the Montclair to College transition. Workshops are open to all Montclair High School students and parents are welcome to attend.

At the MCF Board meeting on June 18, 2018, an agreement was approved for a

subscription to the Zengine software through Wizehive, Inc. to provide a cloud application software for Montclair to College applicants. This online application system, the MTC portal, has allowed for streamlined communication with students and their families about their status in the program, outstanding requirements, and their eligibility to receive the scholarship at the end of their senior year at Montclair High School.

Through the utilization of the Zengine software, staff has created an online MTC portal. Any MHS student can begin their application throughout their time at MHS, they do not have to wait for their senior year. When creating an account in the MTC portal, Students are required to enter a profile of basic information. At any time, MHS students can begin their application and enter their community service hours. This helps students to keep track of their community service hours to ensure they meet the twenty hour minimum by the deadline their senior year. Once a student enters their community service hours in the MTC portal, the system automatically emails their supervisor to verify the hours are correct and it allows the student to submit a signed copy of their community service log electronically. If the supervisor wishes to approve the students community service hours electronically, the supervisor can do so with a short online form. At the end of the 2023-2024 school year, 1,234 current MHS students have created profiles in the MTC portal.

In addition, the online portal has allowed for more efficient communication with MHS. City Staff are able to give MHS staff limited access to the portal to allow them to answer student questions about their application status. Through the back end of the MTC portal, it allows City Staff to send MHS staff a list of graduating applicants to review to verify their eligibility including their grade level, GPA, and four year enrollment status.

After six successful school years of using the Zengine software, Staff recommends renewing the service for another year. At the initiation of the agreement, staff solicited three bids for cloud application service. Based on proposals and meetings with three companies, Human Services Department staff along with the Director of Information Technology recommended utilizing the Wizehive software. Staff recommends continuing with Wizehive, Inc. to allow for program continuity.

FISCAL IMPACT: Should the Montclair Community Foundation Board approve of the payment for a one-year subscription renewal, MCF will pay Wizehive, Inc, \$8,103.38 for the software license agreement through grants and donations received for Montclair to College. The term of the subscription renewal is July 1, 2024 through June 30, 2025.

RECOMMENDATION: Staff recommends the Montclair Community Foundation Board approve the payment of a one-year subscription renewal of Zengine application software through Wizehive, Inc. for the Montclair to College Program.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	FRD250
SECTION:	CONSENT - AGREEMENTS	DEPT.:	FIRE
ITEM NO.:	1	PREPARER:	T. DOWSER
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 24-46 WITH MT. SAN ANTONIO COLLEGE AUTHORIZING THE FIRE DEPARTMENT TO PROVIDE CLINICAL TRAINING FOR EMERGENCY MEDICAL INTERNS		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-46 with Mt. San Antonio College (Mt. SAC) authorizing the Fire Department to provide clinical training for emergency medical students.

Proposed Agreement No. 24-46 with Mt. SAC is attached for the City Council's review and consideration.

BACKGROUND: As an agency with a paramedic program, the City has been approached with another opportunity to provide field training to emergency medical students. Mt. SAC has an established Emergency Medical Technician/Paramedic (EMT-P) Program and desires to continue to contract with the Montclair Fire Department to provide field training to some of its EMT-P students.

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

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

The term of proposed Agreement No. 24-46 is from June 1, 2024, through May 31, 2027.

FISCAL IMPACT: There would be no fiscal impact to the City of Montclair should the City Council approve proposed Agreement No. 24-46 with Mt. SAC. There is no overtime associated with this program.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 24-46 with Mt. SAC authorizing the Fire Department to provide clinical training for emergency medical interns.



**AFFILIATION
AGREEMENT BETWEEN
MT. SAN ANTONIO COLLEGE
AND
MONTCLAIR FIRE DEPARTMENT**

THIS AFFILIATION AGREEMENT is made and entered into by and between MT. SAN ANTONIO COLLEGE (hereinafter referred to as "*Program*"), 1100 N. Grand Avenue, Walnut, CA 91789, and MONTCLAIR FIRE DEPARTMENT (hereinafter referred to as "*Affiliate*"), 8901 Monte Vista Avenue, Montclair, CA 91763, with reference to the following facts:

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

III. DISCRIMINATION – PROHIBITION.

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

IV. TERM.

This Agreement shall commence on **June 1, 2024** and terminate on **May 31, 2027**.

V. TERMINATION.

Notwithstanding any other provisions to the contrary, this Agreement may be terminated with or without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the rotations of all currently enrolled trainees.

VI. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Program shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability self-insurance with limits of one million dollars (\$1,000,000) per occurrence, with no annual aggregate limit. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than fifty thousand dollars (\$50,000).
2. Student Professional Liability self-insurance with a limit of one million dollars (\$1,000,000) per occurrence, with no annual

aggregate limit. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering Program's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

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

VII. INDEMNIFICATION.

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

Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, damage, action, or claim for injury are caused by or result from the negligent or intentional acts or omissions of Program, its officers, employees, Board, volunteers, agents, or Trainees.

VIII. COOPERATION IN DISPOSITION OF CLAIMS.

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

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

IX. PATIENT RECORDS.

Any and all of Affiliate's medical records and charts created at Affiliate's facilities as a result of performance under this Agreement shall be and shall remain the property of Affiliate. Both during and after the term of this Agreement, Program shall be permitted to inspect and/or duplicate, at Program's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any

disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state, and local laws.

X. INTERRUPTION OF SERVICE.

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

XI. ATTORNEYS' FEES.

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

XII. ASSIGNMENT.

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

XIII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a

part of the Agreement, and the remaining provisions shall remain in full force and effective unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XIV. WAIVER.

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

XV. EXHIBITS.

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

XVI. MODIFICATIONS AND AMENDMENTS.

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

XVII. USE OF NAME.

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

XVIII. ENTIRE AGREEMENT.

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

XIX. GOVERNING LAW.

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

XX. NOTICES.

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

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

TO AFFILIATE: Montclair Fire Department
8901 Monte Vista Avenue
Montclair, CA 91763
Attn: Chief David Pohl

The parties have executed this Agreement as set forth below.

MT. SAN ANTONIO COLLEGE

By: _____
Name: Kelly Fowler
Title: Vice President, Instruction

Date: _____

By: _____
Name: Lance Heard
Title: Dean, Technology & Health Division

Date: _____

MONTCLAIR FIRE DEPARTMENT

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

(paramedic agreement.docx 2024)



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024

FILE I.D.: SBC300

SECTION: CONSENT - AGREEMENTS

DEPT.: ECONOMIC DEV.

ITEM NO.: 2

PREPARER: M. FUENTES

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 24-47 WITH RANGWALA ASSOCIATES FOR A SPECIFIC PLAN STUDY RELATED TO THE CITY OF MONTCLAIR'S SPHERE OF INFLUENCE, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER APPROVAL OF AGREEMENT NO. 24-48 WITH SAN BERNARDINO COUNTY TO PROVIDE FUNDING FOR A SPECIFIC PLAN STUDY RELATED TO THE CITY OF MONTCLAIR'S SPHERE OF INFLUENCE, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-47 with Rangwala Associates for a specific plan study related to the City of Montclair's sphere of influence and Agreement No. 24-48 with San Bernardino County to provide funding for a specific plan study related to the City of Montclair's sphere of influence

A copy of proposed Agreement Nos. 24-47 with Rangwala Associates and 24-48 with San Bernardino County are attached for City Council review and consideration.

BACKGROUND: At the City Council Meeting of April 16, 2018, the City Council approved Agreement No. 18-10 with Rangwala Associates for professional services related to the City of Montclair's General Plan Update.

A General Plan serves as a basis for decisions that affect all aspects of our daily lives such as parks, neighborhoods, recreation, community facilities, transportation, the environment, public health and safety, and education. A General Plan is a strategic and long-term document identifying goals and policies that guide and direct the City in terms of implementing policies, programs, and resources.

Pursuant to Government Code (GC) §56033.5, cities and counties are required to review and update their general plans to include data and analysis, goals, and implementation measures regarding unincorporated lands adjacent to their borders—areas commonly known as spheres of influence.

This requirement applies each time an element of a general plan is revised and updated. GC §56033.5 requires an updated general plan to include:

- Identifications of island, fringe, and legacy communities, and must include descriptions and location maps of the communities.
- An analysis of the city or county's current programs and activities to address those conditions or deficiencies.
- An identification of any constraints to addressing those conditions or deficiencies.
- An analysis that evaluates the annexation of island or fringe communities.
- A statement of the city or county's specific, quantified goals for eliminating or reducing those conditions or deficiencies and

- A set of flexible implementation measures to carry out those goals, including identification of resources and a timeline of actions.

The intent of GC 56033.5 is to identify areas considered disadvantaged unincorporated communities and to identify service issues within disadvantaged unincorporated communities as part of municipal service reviews and sphere of influence reviews.

As part of the General Plan Update, staff has included a section that addresses GC 56033.5 and includes broad objectives for land use and economic development in the City of Montclair's sphere of influence area.

It should be noted that staff anticipates to present the General Plan Update to the Planning Commission and City Council end of summer 2024.

Sphere of Influence Study

While the General Plan Update currently contains a section that responds to the requirements of GC 56033.5 related to disadvantaged unincorporated communities, the original request for proposal for the General Plan Update had no requirement for a feasibility study looking at the potential annexation of the City of Montclair's sphere of influence areas given direction provided by the City Council at the time.

Recently, staff has been approached by several Council Members regarding concerns related to the types of developments being proposed in the City of Montclair's sphere of influence and the need for a plan to be developed to help guide development in the sphere of influence.

In order to address concerns related to the use and development of properties within the City of Montclair's sphere of influence, staff reached out to Rangwala Associates, the current consultant being used to conduct the General Plan Update, to solicit proposals looking at the market, financial, and political feasibility of annexing the areas within the City of Montclair's sphere of influence.

Rangwala Associates provided two different proposals—a specific plan proposal, and a feasibility study proposal for the sphere of influence.

As part of staff efforts in evaluating the two proposals, staff reached out to the office of Fourth District County Supervisor Curt Hagman to see if San Bernardino County was (1) interested in working with the City of Montclair on a sphere of influence specific plan/feasibility study, and (2) if the County would be willing to provide funds to cover the cost of a sphere of influence specific plan/feasibility study if they elected to be part of the process. After having discussion with staff from Supervisor Hagman's Office, San Bernardino County agreed to be involved in the process as well as to provide funding for the sphere of influence specific plan/feasibility study.

After reviewing the two proposals, staff is recommending conducting a specific plan for the sphere of influence area given San Bernardino County's commitment to being involved in the process.

After careful consideration, staff has elected to use the services of Rangwala Associates based on feedback from various other local government agencies who have utilized the services of Rangwala Associates, cost, familiarity with the City of Montclair, and the consultant's current work on the City of Montclair's General Plan Update.

Scope of Work

The scope of services to be provided by Rangwala Associates is summarized as follows:

- 1. Project Coordination:
 - a. In this phase Rangwala Associates will initiate communications with the Montclair sphere of influence community, the local stakeholders, and decision-makers, to ensure that a path is put in place for a successful project. This step includes a kick-off meeting, a joint meeting with the City Council and Planning Commission, monthly staff meetings, and approach to community engagement.
- 2. Discovery
 - a. In this phase Rangwala Associates will review existing plans, ordinances, reports, and projects that have been completed within the sphere of influence. Concurrently, Rangwala Associates will gather broad macro-level information at the sector level for the sphere of influence and more micro-scale (block and lot) specific and detailed information for the key corridors. Rangwala Associates will study the existing urban form, place, people, circulation, and market.
- 3. Visioning
 - a. In this phase Rangwala Associates will conduct a community workshop to get feedback from residents, conducted growth projections and evaluate value benchmarks, evaluate fiscal impact of alternatives, analyze revenue sharing scenarios, evaluate infrastructure needs, and infrastructure phasing evaluation.
- 4. Draft Specific Plan
 - a. In this phase Rangwala Associates will prepare drafts of the specific plan report for review by City staff based on findings during the Discovery and Visioning Phases.
- 5. Review and Refine
 - a. In this phase Rangwala Associates will prepare final drafts for review by City staff and the public and will provide for workshops to discuss the Specific Plan.
- 6. Adoption
 - a. In this phase Rangwala Associates will oversee adoption of the final version of the Specific Plan and make presentations to both the Planning Commission and City Council.

FISCAL IMPACT: Approval of proposed Agreement No. 24-47 with Rangwala Associates would result in a total cost to the City of Montclair of \$500,000, inclusive of a \$61,500 contingency, for development of a specific plan for the City of Montclair’s sphere of influence.

Approval of proposed Agreement No. 24-48 with San Bernardino County would result in the City of Montclair receiving \$200,000 for costs associated with development of a specific plan for the City of Montclair’s sphere of influence.

In total, costs associated with Agreement No. 24-47 would amount to \$300,000 and would be taken out of the Economic Development Fund.

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

1. Approve Agreement No. 24-47 with Rangwala Associates for a specific plan study related to the City of Montclair's sphere of influence, subject to any revisions deemed necessary by the City Attorney.
2. Approve Agreement No. 24-48 with San Bernardino County to providing funding for a specific plan study related to the City of Montclair's sphere of influence, subject to any revisions deemed necessary by the City Attorney.

CITY OF MONTCLAIR
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and effective as of June 17, 2024, between the City of Montclair, a California Municipal Corporation ("City") and Rangwalla Associates ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on June 17, 2024 and shall remain and continue in effect until modified by the parties or terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

The parties intend Consultant to assist the City with development a specific plan for the City of Montclair's sphere of influence. Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, and the review and approval of all products submitted by Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services to be Performed or change Consultant's compensation as provided in Section 5(b) below.

5. **PAYMENT**

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

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes

beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models), prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto.

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and

from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents, and other persons or entities performing work for Consultant.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant's officers, agents, representative, employees, independent contractors, subcontractors, subconsultants, or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, subconsultants, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant's employees or agents, are or may be considered and treated as employees of the City or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Consultant's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subcontractors/Subconsultants and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subcontractor, Sub consultant, or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible for each and every Subcontractor, Subconsultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any

way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties' benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant's officers, agents, representatives, employees, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City's rights to contribution from Consultant, or for the City to dispute Consultant's refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.

(h) The Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence, and \$4,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$2,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

- (1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to “Ongoing Operations”

2. Exclude "Contractual Liability
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(3) Workers' Compensation

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the

right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Consultant or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant under this Agreement.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable

provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Consultant shall be responsible for causing Subcontractors/Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors'/Subconsultant's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as good as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall

not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

(c) Consultant shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

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

To City: Mikey Fuentes, Dir. of Economic Development
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Kaizer Rangwala
Rangwala Associates
23361 Aetna St,
Woodland Hills, CA 91367

17. ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Consultant from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Consultant in violation of this Section 17 shall be void and of no legal

effect and shall constitute grounds to terminate this Agreement for cause. The Consultant shall not subcontract any performance required under this Agreement without the City's prior written consent.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. PRIORITY OF AGREEMENT

To the extent any provision of Consultant's Proposal attached hereto as Exhibit "A" conflicts with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control and shall take precedence over those contained in Consultant's Proposal.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. DISCRIMINATION

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

24. EFFECT OF PARTIAL INVALIDITY

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

25. CLAIMS AGAINST CITY

Consultant must comply with the claim procedures set forth in Government Code sections 900, *et. seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

[Signatures on Following Page]

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

CITY

City of Montclair

CONSULTANT

Rangwala Associates

By: _____
Javier John Dutrey, Mayor

By: _____
Kaizer Rangwala, President

Attest:

By: _____
Andrea M. Myrick, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

Proposal for Montclair Sphere of Influence Area (SOI) Specific Plan

Task 1: Project Coordination

The City wishes to understand the market, financial, and political feasibility of annexing the area within its sphere of influence. The analysis will address three feasibility areas:

1. Is there sufficient market demand;
2. Is there community support to acquire the area and what is the long term vision for the area — this is a benchmark of potential support or opposition and must include key elected and appointed officials, utility providers, tax assessors, environmental groups, and residents and businesses in the area; and
3. Will the acquisition provide a sufficient return on investment to cover the cost of providing services.

This feasibility study will serve as a basis for the Specific Plan and environmental review necessary to facilitate orderly preservation, growth, and redevelopment within the sphere of influence area.

Deliverables:

- Kick-off meeting with City Staff
- List of data needs
- Community Engagement Strategy
- Interview with Key Stakeholders
- Project Website
- Monthly Progress Meetings
- Participate in Joint City Council & Planning Commission Meeting

Task 2: Discovery

We will review existing plans, ordinances, reports, and projects that have been completed. Concurrently, we will gather broad macro-level information at the sector level for the SOI Specific Plan and more micro-scale (block and lot) specific and detailed information for the key corridors. We will study the existing urban form, place, people, circulation, and market.

Task 2.1: Existing Conditions Infrastructure

Using materials gathered from work on the General Plan Update and AHMUD Specific Plan, we will summarize the existing infrastructure conditions for the SOI area including wet utilities (storm drain, water and sewer) and dry utilities including gas and electricity. The memorandum will also evaluate water supply utilizing the 2020 Urban Water Management

Plan from Monte Vista Water District. Where applicable, we will utilize the most recent master plans for drainage, water and sewer.

Task 2.2 Mobility

No new growth is anticipated in the SOI. The discovery work will document existing street conditions and identify opportunities for addressing any deficiencies and multimodal connectivity.

Task 2.3 Design

Assess the structural and design integrity of the SOI buildings. Document and study the safety, comfort, interest and usefulness of existing sidewalks. Identify the different place types and the unique characteristics for each place — including the public space network. Clarify expectations for new development. Identify concerns related to the physical form of the place at the sector, 1 block, and lot level. Based on market conditions, available sites, and community preference, identify areas for preservation and renewal. Fee: \$11,000

Deliverables:

- Existing Infrastructure Report
- Existing Mobility Condition Report
- Map of Place, Street, Open Space Building Types
- Vacant site inventory
- Pattern of Growth

Task 3: Visioning

Task 3.1 Community Workshop

The community workshop process will create a shared physical vision among all the stakeholders. A shared vision is a call for action, not just an idea. Based on the analysis, findings, and community input gathered in the previous step we will host a community workshop. The community workshop focuses community input over a short period of time, through the hands-on efforts of folks representing the full spectrum of interests. The approach is inclusive and designed to build consensus from the outset.

During and beyond the workshop, we will represent the various planning ideas through vivid graphics such as Illustrative Plans, Street Sections, and perspective renderings that instantly help anyone understand the various physical transformations proposed. Our approach to creating Specific Plan documents is graphic heavy, in that we compliment clear text with beautifully drawn and detailed images. The outcome from the workshop will be a physical master plan that illustrates possible public and private realm improvements, an outline of the objective place based design standards based on the physical vision and a set of guiding principles. A well-crafted community vision backed with clear and precise

standards is a huge incentive and extends an invitation to the development community to invest with confidence.

Task 3.2: Growth Projections and Assessed Value Benchmarks

We will prepare estimates of growth across residential and nonresidential land uses in the SOI area over a 25-year horizon, and establish benchmark price and rent performance parameters for new development. We will use SCAG projections as a key source to determine subregional employment and residential growth, and based on historic trends and available development capacity project potential capture of residential and non-residential uses in the Sphere of Influence area. We will review this information with the City team and arrive at a preferred growth scenario. We will use Co-Star and the County Assessor information to develop benchmarks for prevailing and projected assessed valuation of properties in the Sphere of Influence area.

Task 3.3: Evaluate Fiscal Impact of Alternatives

3.3a Update General Plan Fiscal Impact Model

HR&A will update the City's General Plan fiscal impact analysis model to evaluate plan alternatives by incorporating the latest General Fund revenue and cost drivers (such as population, dwelling-units, employment or a blended 'equivalent dwelling unit'). The model will aim to determine net fiscal impact to the City's General Fund over a 25-year period as a result of annexing the Sphere of Influence Area. Unless otherwise specified by City staff, HR&A will assume the same level of municipal service and related service costs in the annexed area as in the currently incorporated City. HR&A will apply a range of up to three tax sharing arrangements with adjusted service responsibilities between the County of San Bernardino and the City to develop fiscal scenarios for each alternative.

3.3b Analyze Revenue Sharing Scenarios.

We will apply the above model framework to analyze the net fiscal impact to the City's General fund for the preferred growth scenario developed at the Community Workshop. We will work with the project team to extract key inputs required for this analysis, which will include incremental growth by land use over 25 years. We will align the buildout scenario with growth projections created in the previous task in 5 -year increments and develop net fiscal costs and revenues for the same. Based on the City's current service provision costs HR&A will evaluate up to three property tax sharing scenarios between the City and San Bernardino County which may include – a 'benchmarked' scenario based on recent precedents in San Bernardino County, a 'break even' scenario defining the minimum revenue share required to cover the City's service costs, and a 'maximum' scenario based on a 100 percent share of County taxes.

Task 3.4: Proposed Infrastructure Conditions Summary

Evaluate the proposed condition of the proposed SOI Specific Plan based on the findings within the available master plans and identify potential impacts associated with any land use changes. Provide recommendations for reducing the reliance on septic systems within the SOI area. Fuscoe Engineering will collaborate with City and MVWD staff on the technical evaluation and on recommendations for improving infrastructure systems within the SOI area.

Task 3.5: Phasing Evaluation

Assist the City develop an order of magnitude infrastructure phasing plan consistent with anticipated levels of development over time. Assumes in the range of three to five phase. Assumes City to provide hydraulic modeling or rule of thumb calculations will be used for conceptual sizing of public sewer and water systems.

Deliverables:

- Guiding principles
- Physical master plan
- Objective place based design standards
- Growth projections and assessed value benchmarks
- Fiscal assessment of alternative scenarios
- Infrastructure improvement recommendations and phasing evaluation

Task 4: Draft Specific Plan

We propose four parts to the Specific Plan:

Part 1: Vision and Guiding Principles

Part 2: Policy

Part 3: Objective Design Objectives

Part 4: Implementation

Task 4.1 Vision and Guiding Principles

The vision and guiding principles from the Community Workshop will be developed into Part 1 of the Specific Plan.

Task 4.2 Policy Framework

This section will include policies on the SOI area's economy, land use, mobility, and design. The policies will be assessed for consistency with Montclair General Plan. If necessary, updates to the General Plan will be prepared. Fehr & Peers will draft the transportation and circulation policy framework.

Task 4.3 Objective Design Standards

Place-based objective design standards will be developed and appropriately spliced into the current zoning ordinance. Specific provisions of the standards include:

- Regulating Plan
- Streets
- Open Space Types
- Landscape Types
- Urban Standards
- Frontage and Building Types
- Land Uses; and
- Administration and Definitions

Task 4.4 Implementation

This section will provide a list of private and public actions, projects, and improvements; phasing; budget; and funding options necessary to carry out the vision. In this task, we will develop implementation strategies for draft recommendations based on high-level, conceptual cost estimates and potential funding sources and clearly identifying next steps in the approval and development process for each recommendation. Fehr and Peers and Fuscoe will provide input into the Capital Improvement Program with respect to any changes to the roadway network or facilities that would be needed to implement the project.

Task 4.5 Joint Meeting with Planning Commission and City Council

The Consulting Team will participate in a joint meeting with the Planning Commission and City Council to review the draft SOI Specific Plan before initiating the environmental review. We will prepare screencheck Admin Draft of the Specific Plan for review by City staff.

Deliverables:

- Vision and guiding principles
- Policy framework
- Joint meeting with Planning Commission and City Council
- Objective Design Standards
- Implementation framework

Task 5 Review and Refine

Task 5.1 Prepare Public Draft

We will prepare two screencheck drafts of the Specific Plan: 1) Admin Draft for staff review and comment; and 2) Public Draft for public review and comment. All comments will be incorporated into final draft for adoption.

Task 5.2 Environment Analysis

If the Specific Plan and associated growth scenario are generally consistent with the Montclair General Plan, the City should be able to tier-off the Program EIR prepared for the General Plan update. A CEQA Initial Study checklist will be prepared to support an environmental determination that all potentially significant effects of the Specific Plan and Annexation Project have been adequately analyzed in the General Plan Update Program EIR and no additional environmental review is required for this reason. The focus of the analysis in the Initial Study will be on the topics studied in detail in the General Plan EIR, with particular emphasis on the potential for an increase in the severity of any unavoidable significant impacts identified in the General Plan Update Program EIR. A draft Initial Study will be prepared for review by City staff and the consulting team will respond to one round of City comments on the draft Addendum and submit a final Addendum in pdf and/or Microsoft Word format. If the preliminary review of the Specific Plan/Annexation Project results in impacts not evaluated in the General Plan Update Program EIR, options for meeting the environmental review requirements of CEQA will be identified and discussed with the City, including preparing an Addendum to the General Plan Update Program EIR or, if necessary, a Supplemental EIR.

5.3 EIR Addendum

Based on the existing characteristics of the Specific Plan Area and the relationship of this area to the General Plan, if additional analysis is required it is anticipated an Addendum to the General Plan Update Program EIR can be prepared to evaluate any specific impacts not addressed in the Program EIR. A draft Addendum will be prepared for review by City staff and the consulting team will respond to one round of City comments on the draft Addendum and submit a final Addendum in pdf and/or Microsoft Word format.

Deliverables:

Admin Draft of the Specific Plan and Initial Study or EIR Addendum
Public Draft of the Specific Plan and Initial Study or EIR Addendum
Final Draft of the Specific Plan and Initial Study or EIR Addendum

Task 6 Adoption

6.1 Participate in Public Hearing

The proposal includes participation at 3 meetings: 1 joint meeting and two separate hearings before the Planning Commission and City Council. The project manager will participate in hearings. Other members of the consulting team will be available to attend portions of the public hearings, if necessary.

6.2 Prepare Specific Plan for print and online

The Consulting Team will generate a final copy in PDF and native InDesign format of the adopted Final Specific Plan. RA will provide 25 copies of the Specific Plan.

Deliverables:

- Participation at 3 public hearings
- PDF and InDesign file with packaged assets of the Specific Plan
- 25 copies of the Specific Plan
- EIR Addendum

		RA		HR&A				Fehr & Peers						Fusco Engineering				Meridian		FHSP		Other
		KR		AB		Jenna F		JP		DV		RP		IA		SE		TL		DS		
		@\$300		460		280		@\$340		@\$240		@180		@\$260		@\$208		@225		@175		
		Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	
Task 1 Planning & Coordination																						
1.1	Kick-off Mtg	8	\$2,400																			
1.2	Joint Mtg CC & PC	6	\$1,800																			
1.3	Monthly Status Mtg	12	\$3,600																			
1.4	Project Website	38	\$11,400																			
1.5	Civic Engagement																					
	1.5.1 Online Engagement	12	\$3,600																		\$20,000	
	1.5.2 Project Tour	4	\$1,200	4	\$1,840	4	\$1,120			4	\$960								4	\$700		
Task 2 Discovery																						
2.1	Existing Conditions Infrastructure	4	\$1,200										12	\$3,120	18	\$3,744						
2.2	Mobility	20	\$6,000					8	\$2,720	24	\$5,760	40	\$7,200								\$1,300	
2.3	Design (place)	53	\$15,900																8	\$1,400		
Task 3 Visioning																						
3.1	Community Workshop	44	\$13,200					6	\$2,040	8	\$1,920	16	\$2,880							18	\$3,150	\$3,500
3.2	Growth Projections & Assessed	5	\$1,500	6	\$2,760	30	\$8,400															
3.3	Evaluate Fiscal Impacts of																					
	3.3a Update General Plan Fiscal	5	\$1,500	8	\$3,680	50	\$14,000															
	3.3b Analyze Revenue Sharing	5	\$1,500	8	\$3,680	50	\$14,000															
3.4	Proposed Infrastructure	4	\$1,200										22	\$5,720	44	\$9,152						
3.5	Infrastructure Phasing Evaluation	12	\$3,600										14	\$3,640	23	\$4,784						
Task 4 Draft Specific Plan																						
4.1	Vision and Guiding Principles	53	\$15,900																	6	\$1,050	
4.2	Policy Framework	72	\$21,600	4	\$1,840	4	\$1,120													4	\$700	
4.3	Objective Design Standards	110	\$33,000																	4	\$700	
4.4	Implementation	40	\$12,000																			
4.5	Joint Mtg CC & PC	6	\$1,800																			
Task 5 Review and Refine																						
5.1	Prepare Public Draft	253	\$75,900																			
5.2	Environmental Analysis	12	\$3,600																72	16,200		
5.3	EIR Addendum	8	\$2,400																32	7,200		
Task 6 Adoption																						
6.1	Participate in Public Hearing	30	\$9,000																8	1,800		
6.2	Prepare Specific Plan for online and print	28	\$8,400																		\$1,250	
Sub-total			\$253,200		\$13,800		\$38,640		\$4,760		\$8,640		\$10,080		\$12,480		\$17,680		25,200		\$7,000	\$26,050
Total																						\$417,530
Contingency																						\$82,470
Final Total																						\$500,000

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

Board of Supervisors

Department Contract Representative	<u>Stephanie Maldonado</u>
Telephone Number	<u>909-387-4378</u>
Contractor	<u>City of Montclair</u>
Contractor Representative	<u>Mikey Fuentes</u>
Telephone Number	<u>909-625-9497</u>
Contract Term	<u>6/25/24-6/24/25</u>
Original Contract Amount	<u>Not-to-Exceed \$200,000</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>Not-to-Exceed \$200,000</u>
Cost Center	<u>1024001000</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County’s citizens; and

WHEREAS, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents; and,

WHEREAS, on September 21, 2021 (Item No. 18), the Board approved the Board of Supervisors Discretionary Fund – District Specific Priorities Program (Priorities Program) and allocated \$4 million to each of the five supervisorial districts; and

WHEREAS, on November 16, 2021 (Item No. 33), the Board approved an additional allocation of \$7 million to each of the five supervisorial districts under the Priorities Program; and

WHEREAS, on February 6, 2024 (Item No.61), the Board approved an additional allocation of \$6 million to each of the five supervisorial districts under the Priorities Program; and

WHEREAS, County desires to provide funding to the City of Montclair (City or Contractor) to contribute towards the costs of a feasibility study for a specific plan to be established to help guide development in the sphere of influence in the City and to address concerns related to annexation; and

WHEREAS, the Contractor's sphere of influence represents an area of potential growth and development for the City; and

WHEREAS, the County would like the City to provide these services; and

WHEREAS, the County finds Contractor qualified to oversee the management of the feasibility study and development of a plan; and

WHEREAS, providing funding to Contractor serves the public purpose of providing for the health, safety, economic well-being, educational, recreational, and social service needs of residents; and

WHEREAS, the County residents of the City and the surrounding communities of the Fourth District will be served by the feasibility study and development of a specific plan; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below.

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. PURPOSE OF CONTRACT

This Contract is made for the purpose of providing funding to support Contractor with the costs of a feasibility study for a specific plan to be established to help guide development in the sphere of influence in the City to meet the needs of the residents of City and surrounding communities.

B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

B.1 Funding arising out of this Contract will be used for a Scope of Services to a conduct feasibility study for a specific plan to be established to help guide development in the sphere of influence which includes the following:

1. Public outreach and community engagement activities;
2. Technical studies and environmental assessments;
3. Planning consultant fees; and
4. Drafting and legal review of the Specific Plan document.

B.2 Contractor shall allow the County, its officers, agents and employees the privilege and right to inspection of the specific plan for the duration of this Contract. Contractor will ensure that its employees or agents furnish any information that in the judgment of the County, may be relevant to a question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the program.

B.3 Contractor shall provide the County all documentation regarding the scope of services covered by this Contract that the County requests from Contractor within 10 days of County's request unless a different time is agreed to by the County.

B.4 Contractor shall provide the County with documentation supporting completion of the project within 60 days of project completion.

B.5 Contractor acknowledges and agrees that it will make a matching contribution of at least 25% of the cost of the Services that Contractor will provide under this Contract. Contractor's matching contribution will be a minimum of \$50,000.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. Any attempt by Contractor to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor

personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Fourth District Supervisor or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. Except as provided under Section D of this Contract, if this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County

equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential

information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 RESERVED.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

County may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in County funding for the Contract activity or if for any

reason the timely completion of the scope of work described in Section A or B under this Contract is rendered improbable, infeasible or impossible.

Upon Contract termination, Contractor shall immediately transfer to County all County Funds on hand at the time of expiration and any accounts receivable attributable to the use of County Funds.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime

or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

D. TERM OF CONTRACT

The services to be provided by Contractor shall commence on June 25, 2024, and shall be completed by June 24, 2025, but may be terminated earlier in accordance with provisions of this Contract.

The County Chief Executive Officer, at the direction of the Fourth District Supervisor, may extend the term of the Contract, in writing, to allow Contractor to complete all requirements in the Contract under the following conditions:

- a. In aggregate all extensions do not exceed twelve (12) calendar months;
- b. Are specifically requested by Contractor;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of County and Contractor in performing the scope of services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

E. RESERVED.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$200,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Any costs in excess of the amount available in this section shall be the sole responsibility of Contractor. This condition however, does not preclude County from providing additional funding at its sole discretion. For the purpose of this Contract, County shall disburse compensation and monitor the Contractor’s performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of funds to Contractor shall be made in one lump sum. Upon review/approval by County, County shall make payment to Contractor within thirty (30) working days after receipt of Contractor’s invoice or the resolution of any billing dispute. Contractor shall email County the Contractor’s invoice requesting one lump sum payment. The invoice(s) shall reflect the Entity Payable To Name and Address, Invoice Date, Invoice Number, Project Name, Contract Number, County-Issued Purchase Order (if applicable), the text “Final Invoice”, amount due, in a format acceptable to the County for services performed under this Contract. Contractor shall email invoice to County Administrative Office-Finance and Administration (County Finance) and shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]” (i.e. BOS-SAN BERNARDINO COUNTY-EDUCATION PROGRAM — 21-NNN – PO 4100NNNNNN).

Contractor shall submit a final expenditure report documented with “audit ready” supportive evidence of each expenditure and proof of payment until all funds have been justified 60 days after project completion. Documentation shall be submitted electronically, and Contractor shall supply hard copies upon request by County. Supportive evidence shall include, but is not limited to, copy of County’s approval email to Contractor, quotes, copy(ies) of purchase order, packing slips, **a copy** of the invoice submitted by Contractor requesting one lump sum payment from County, invoices paid by the Contractor for this project, proof of payment, etc., to County Finance. Email to County Finance shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]”-SUPPORTIVE DOCUMENTS.

- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County’s Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- F.8** Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract.
- F.9** If the Contractor does not use the County funds provided under this Contract to pay appropriate costs associated with the Scope of Services by the termination date of this Contract, the Contractor shall return the County funds, or any unused portion thereof, to the County in accordance with any directions issued by County staff, within 60 days of written demand for the return of the County funds.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County’s “active” as well

as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.

g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
CAO – Finance and Administration
385 N. Arrowhead Ave., Fourth Floor
San Bernardino, CA 92415
Attn: BOS Finance Analyst

City of Montclair
5111 Benito Street
Montclair, CA 91763
Attn: Mikey Fuentes, Economic Development
Director

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. CONTRACT EXECUTION

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

CITY OF MONTCLAIR

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name John Dutrey
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: _____

Address 5111 Benito Street
Montclair, CA 91763

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Julie Surber, Principal Assistant County Counsel	►	►
Date _____	Date _____	Date _____



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024 **FILE I.D.:** PER250
SECTION: CONSENT - AGREEMENTS **DEPT.:** ADMIN. SVCS.
ITEM NO.: 3 **PREPARER:** A. MYRICK
SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 24-49 WITH NATIONAL TESTING NETWORK, INC. (NTN) FOR LAW ENFORCEMENT TESTING AND RECRUITMENT SERVICES

REASON FOR CONSIDERATION: The City has been using National Testing Network, Inc. (NTN) for its testing and recruitment services for law enforcement positions since 2014 (Agreement No. 14-32). The current contract is expiring and, although the contract has automatically renewed annually with no rate increase, NTN has recently advised the City that its rates will begin to increase for year-to-year contracts. However, entering into a five-year contract would keep the same rate for the contract period.

The City Council is requested to consider approval of Agreement No. 24-49 with NTN for law enforcement testing and recruitment services.

BACKGROUND: NTN provides professional testing and recruitment services for public safety departments including, but not limited to, fire, law enforcement, communications, and corrections. NTN's services go far beyond the current state of testing through the use of national testing facilities, high attention to customer service, experience and expertise in all issues surrounding public safety employment testing, high-quality simulations, and a fully integrated process that provides candidate information to the member agency. In addition, NTN offers full-time remote testing and in-person testing centers in nearby locations including Walnut, Burbank, Inglewood, and Long Beach.

NTN's testing and recruitment services would not only enhance the City's ability to locate qualified applicants for our law enforcement positions, the services are anticipated to provide a significant cost savings over the current testing and recruitment process.

FISCAL IMPACT: A five-year contract is required to keep the current annual rate. With the new five-year contract, the annual membership cost to utilize NTN's applicant law enforcement testing and recruitment services is \$500 per year. However, payment on the contract is required up-front. If approved, \$2,500 will be expended from the Personnel/Risk Management section of the Administrative Services Department Fiscal Year 2023-24 Budget, Account No. 1001-4315-52520-400-00000 (Personnel Testing), which has adequate funds to cover the cost.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 24-49 with National Testing Network, Inc. for law enforcement testing and recruitment services.



National Testing Network Agreement for City of Montclair

National Testing Network, Inc. (NTN) provides professional testing and recruitment services for public service agencies, including but not limited to: fire, law enforcement, communications, corrections, and transit. National Testing Network is owned and operated by professional testing experts with Ph.D.'s in Industrial/Organizational Psychology and over six decades of combined public sector testing experience. NTN is fully integrated with its parent company, Ergometrics and Applied Personnel Research, Inc., and uses Ergometrics' high quality simulations. NTN offers test administration virtually and at full time testing centers and satellite testing centers across the country.

This agreement is made and entered into, effective as of the date executed, by City of Montclair ("Member Agency"), and National Testing Network, Inc., whose principal address is 2122 164th St. SW, Lynnwood WA 98087. In consideration of the mutual agreements incorporated herein, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

CONTRACT PRICE

This is a 5-year agreement commencing on the date executed.

CONTRACT PRICE

The membership price for a department to utilize NTN's standard applicant testing and recruitment services for the duration of this agreement is \$2,500.00 for each job classification for five years. Upon the renewal date, an invoice will be issued to the department and will serve as a renewal notification. Payment of this invoice will continue membership services for the same duration following the same scope of agreement. Membership dues are due within 30 days of the executed agreement and are non-refundable.

Annual Membership	Each Job Category Membership Fee
Law Enforcement 5-year Membership Agreement Open/Continuous	\$2,500.00



SCOPE OF AGREEMENT

NTN WILL PROVIDE

NTN will provide the testing services at designated testing facilities for the sole purpose of testing candidates for the specific job classifications stated in the scope of the agreement. NTN, at its sole discretion, may make changes to the testing materials, including, but not limited to alternate forms, scoring keys, additional sections, different test items, different tests and/or test administration strategy, including location.

NTN will provide an applicant website for test scheduling, testing facility, test administration, database of applicant scores and consultation regarding scores and services. NTN will provide authorized member agency personnel access to candidate information for candidates that submit scores to the Member Agency. This information will include basic application information as defined by NTN. NTN recruitment services will include, but are not limited to, internet advertising on job posting services.

The candidate information collected will be determined by NTN and reported to the Member Agency. Member department job description information and logo will be posted on the NTN website. Any additional application materials and assessments will be the responsibility of the Member Agency to collect.

The Member was offered a transportability analysis as part of the implementation process. If the Member chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

MEMBER AGENCY WILL PROVIDE

The Member Agency will provide information regarding the organization and applications for use on the NTN website, including organization logos. The Member Agency will also provide links on Member Agencies websites to direct candidates to the NTN website for test sign-up. The Member Agency will also engage in reasonable recruitment and advertising measures to bring candidates both to the NTN website and Member Agency's website for pre-employment purposes.

MARKETING MATERIALS

The Member Agency grants NTN permission to use its name, logo, and other identifying information for the purposes of marketing NTN services. This permission may be revoked by the Member Agency at any time.

National Testing Network sincerely appreciates the opportunity to fulfill your business needs and help support an efficient and cost-effective applicant recruitment and screening process.



Signature

Agency Name

Primary Contact Name *(Please print)*

Physical Address

Title

City

Date

State

Email

Zip Code

Phone

Billing Contact

Please list who should receive the invoices from NTN.

Billing Contact Name *(Please print)*

Email

Title

Phone

Other Authorized Contacts

Please list anyone who is authorized to receive materials, including candidate scores, or discuss scores with NTN.

Authorized Contact Name *(Please print)*

Authorized Contact Name *(Please print)*

Title

Title

Email

Email

Phone

Phone



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024 **FILE I.D.:** HSV105
SECTION: CONSENT - AGREEMENTS **DEPT.:** HUMAN SVCS.
ITEM NO.: 4 **PREPARER:** A. COLUNGA
SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 24-50 WITH CATERING SYSTEMS, INC.
TO PROVIDE MEALS FOR THE CITY'S SENIOR CITIZEN NUTRITION PROGRAM

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 24-50 with Catering Systems, Inc. to provide meals for the City's Senior Citizen Nutrition program.

BACKGROUND: On June 6, 2022, the City Council approved Agreement No. 22-57 with the San Bernardino County Department of Aging and Adult Services (DAAS) to provide a three year Senior Citizen Nutrition Program for participants aged 60 and over at the Montclair Senior Center. The Human Services Department is managing and operating the nutrition program with grant funds awarded by DAAS.

The Human Services Department recommends a subcontract with Catering Systems, Inc. for nutrition program meals. City Staff have had difficulty in finding other meal providers that serve high quality food and that will work within the DAAS requirements. In the past, staff requested recommendations for meal providers from DAAS and unfortunately, other meal providers are significantly higher in cost and subjectively lower in quality.

In order to maintain the current program standards, Human Services is recommending that the City subcontract with Catering Systems, Inc. for Fiscal Year 2024-2025. Should the Council approve Agreement No. 24-50, Catering Systems, Inc. would continue to deliver prepared meals every weekday until June 30, 2025, excluding holidays. The meal cost will be \$6.20 per meal, a 20 cent increase from FY 2023-2024. All of these costs will be covered by the existing cost reimbursement DAAS grant.

The suggested donation for meals is \$3.00, as required by DAAS. The funding for the meal cost would be paid through participant donations and funding from Agreement No. 22-57 with the San Bernardino County Department of Aging and Adult Services (DAAS) that was approved by the City Council on June 6, 2022. Note that the DAAS contract has a three year term and covers the period July 1, 2022 - June 30, 2025.

FISCAL IMPACT: There will be no cost to the General Fund as a result of this agreement to provide the Senior Nutrition meals. All of these costs will be one hundred percent grant funded under Agreement No. 22-57 with DAAS. The term of the proposed Agreement No. 24-50 is July 1, 2024 through June 30, 2025.

RECOMMENDATION: Staff recommends City Council approve Agreement No. 24-50 with Catering Systems, Inc. to provide meals for the City's Senior Citizen Nutrition program.

FOOD SERVICE AGREEMENT

THIS AGREEMENT, executed in Montclair, California, is made by and between the City of Montclair, a California Municipal Corporation, hereinafter referred to as the "Contractor," and Catering Systems, Inc., hereinafter referred to as the "Subcontractor."

WHEREAS, the Contractor and the County of San Bernardino Department of Aging and Adult Services (DAAS), hereinafter referred to as "County," have entered into an Agreement which authorizes the Contractor to provide certain services, said City Agreement being No. 22-57 signed June 28, 2022; and

WHEREAS, the aforesaid Agreement provides that the Contractor may subcontract for certain professional services subject to prior County approval; and

WHEREAS, the Contractor desires to engage the Subcontractor to provide professional services as detailed elsewhere in this Agreement; and

WHEREAS, the Subcontractor desires to perform and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Contractor and the Subcontractor agree as follows:

AGREEMENT

Section 1. Statement of Work and Schedule

The Subcontractor shall perform and provide the services set forth in the Food Service Specifications, which is attached hereto as "Attachment 1" and by this reference incorporated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by said Food Service Specifications as well as by the general provisions herein.

Section 2. Representatives of the Parties and Service of Notice

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- A. The representative of the Contractor shall be, unless otherwise stated in the Agreement:

Marcia Richter, Director of Human Services
City of Montclair
5111 Benito Street
Montclair, California 91763
(909) 625-9453

- B. The representative of the Subcontractor shall be:

Lordwin Dsouza
Catering Systems, Inc.
2512 East Fender Avenue, Suite E
Fullerton, California 92831
(714) 278-9294

Section 3. Compensation to the Subcontractor

The Contractor shall pay to the Subcontractor an amount not to exceed \$6.20 per meal for approximately 90 meals per day for complete and satisfactory performance of the terms of this Agreement. The Subcontractor shall be paid for providing services set forth in this Agreement. Payment shall be made on a monthly basis.

Section 4. Time of Performance

The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2025, provided that said term is subject to the provisions of Section 14, "Indemnity, Liability, and Insurance Requirements," and Section 18, "Termination," and the availability of funds through the County.

There are up to 251 serving days during Fiscal Year 2024-2025 not including the following holidays and special occasions:

- Independence Day – July 4, 2024
- Labor Day – September 2, 2024
- Veterans Day – November 11, 2024
- Thanksgiving Day – November 28, 2024 – November 29, 2024
- Christmas Day – December 25, 2024
- New Year’s Day – January 1, 2025
- Marin Luther King Jr. Day – January 20, 2025
- Presidents’ Day – February 17, 2025
- Memorial Day – May 26, 2025

Section 5. Notices, Demands, and Communications

- A. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed effective as the date of mailing.

- B. Such notices, demands, or communications shall be addressed as set forth below:

- 1. For the Contractor:

Marcia Richter, Director of Human Services
City of Montclair
5111 Benito Street
Montclair, California 91763
(909) 625-9453

2. For the Subcontractor:

Lordwin Dsouza
Catering Systems, Inc.
2512 East Fender Avenue, Suite E
Fullerton, California 92831
(310) 619-1218

- C. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this Section, within five (5) working days of said change.

Section 6. Audit Records and Bonding

- A. The Subcontractor shall maintain financial records and reports related to funds received under this Agreement.
- B. The Subcontractor shall maintain books, records, documents, and other accounting procedures and practices, which reflect all costs of any nature, including cost of raw food and labor costs, expended in the performance of this Agreement.
- C. These records shall be subject to audit or inspection by duly authorized County, State, or Federal personnel.
- D. The Subcontractor shall maintain all books, records, and other documents relative to this Agreement for three (3) years after final payment or audit by the United States Department of Health and Human Services, the California Department of Aging, and County for five years if no audit occurred.
- E. The Subcontractor shall provide to the Contractor, on an annual fiscal year basis, a statement that all persons handling funds received or disbursed by this Agreement are covered by Fidelity Insurance.
- F. The Subcontractor shall provide, on an annual basis, an official copy of the Certified Public Accountant audit, which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for and use of contract funds. All records of the Subcontractor bearing upon food purchases, storage, and food preparation directly related to said program under this Agreement shall be made available to the Contractor upon request.
- G. The Subcontractor shall furnish reports as required by the Contractor, County, California Department of Aging, and the U.S. Administration on Aging.
- H. Subcontractors shall use standardized recipes which meet Hazard Analysis requirements and which shall be available to Contractor and County.
- I. The Subcontractor shall supply raw food and labor costs to the Contractor as needed.

- J. The Subcontractor shall permit periodic monitoring of contracted activities by Contractor, Centralized Dietary Services, County, State, or Federal personnel.

Section 7. Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the scope of services to be performed by the Subcontractor and any increase or decrease in amount of compensation which are agreed to by the Contractor and the Subcontractor, shall be incorporated into this Agreement by a written amendment properly executed by both parties. Prior written approval shall be received from County.

Section 8. Permit and Licenses

The Subcontractor shall hold valid permits, license, certificates, and other documents as are required by the State, County, City, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Agreement, such as public health license, Orange County Inspection Reports, annual Fire Inspection Certificates, and other documents attached for County's approval. The Subcontractor shall notify the Contractor immediately of any suspension, termination, lapses, non-renewals, or restrictions of required licenses, certificates, or other documents that may be cause for termination of this Agreement.

Section 9. Conflict of Interest

- A. The Subcontractor, during the period to be covered by this Agreement, shall have no interest, direct or indirect, with respect to the Contractor that could create a conflict of interest.
- B. No member, officer, or employee of the Contractor and no official, officer, or employee of the County who exercises any responsibilities or functions with respect to the Contractor during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The Subcontractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contractor the right to terminate this contract or, at the discretion of the Contractor, to deduct from the Subcontractor's fees the amount of such commission, percentage, brokerage, or contingent fees.

Section 10. Independent Contractor Status of the Subcontractor

Subcontractor is and shall at all times remain as to the Contractor and County a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Subcontractor shall at all times be under Subcontractor's exclusive direction and control and shall not be construed to be employees of Contractor or County for any purpose, including eligibility under Public Employees Retirement Law. Neither Contractor nor County nor any of their respective officers, employees, or agents shall have control over the conduct of Subcontractor or any of Subcontractor's officers, employees, or agents, except as set forth in this Agreement. The parties agree that the performance of the Subcontractor's services hereunder shall be in the capacity of an Independent Contractor and that no employees of the

Subcontractor have been, are, or shall be employees of the Contractor or County by virtue of this Agreement, and the Subcontractor shall so inform each employee organization and each employee who is hired or retained under this Agreement.

Section 11. Assignment or Transfer of Interest

The Subcontractor shall not assign or transfer any interest in this Agreement, except that claims for moneys due or to become due from the Contractor under this Agreement may be assigned to a bank, trust company, or other financial institution.

Section 12. Applicable Sections of Agreement between County and the Contractor

The Contractor and the Subcontractor agree that all conditions set forth in the Agreement, including Addendum and Attachment 1, between the County and the Contractor, as applicable in the performance of this Agreement, are hereby included herein by reference as though set forth herein in full. Referenced sections are available at the Contractor and County for review during normal business hours.

Section 13. Discrimination Prohibited

- A. The Subcontractor shall not discriminate against any employee or person served on account of race, color, sex, religious background, ancestry, national origin, or disability in its performance of this contract and hereby agrees to comply with all Federal, State, and County laws or regulations pertaining hereto including the Americans With Disabilities Act and applicable Civil Rights Acts.
- B. It is expressly understood that upon receipt of evidence of such discrimination, the Contractor shall have the right to terminate said contract.
- C. Affirmative Action: A written affirmative action plan, embodying both (1) goals and timetables of minority manpower utilization; and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carry out such steps, is to be included.

Section 14. Indemnity, Liability, and Insurance Requirements

- A. The Subcontractor agrees to defend, indemnify, and hold harmless the Contractor and the County, their officers, employees, and assigns, against any and all claims arising from acts, omissions, or negligence of the Subcontractor, its officers, or employees in the performance of this Agreement. The Subcontractor shall defend any suit against the Contractor and County alleging personal injury, sickness, or disease arising out of meals served at the project sites (or home delivered) provided food is served one hour after delivery (or eaten immediately after home delivery). This indemnification provision shall apply regardless of the existence or degree of fault of the indemnified parties. Subcontractor's indemnification obligation applies to the Contractor's an County's active as well as passive negligence, but does not apply to the Contractor or County's sole negligence or willful misconduct.
- B. The Contractor shall promptly notify the Subcontractor in writing of any claims against the Contractor or Subcontractor and, in the event of a suit being filed, the Contractor shall promptly forward to the Subcontractor all papers in

connection therewith. The Contractor shall not incur any expenses or make any settlement without the Subcontractor's consent. However, if Subcontractor refuses or neglects to defend any such suit, the Contractor may defend, adjust, or settle any such claim, and the cost of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Subcontractor. The Subcontractor shall promptly notify the Contractor in writing of any claims against the Contractor or Subcontractor.

C. The Subcontractor shall furnish proof in the form of a hand-signed certificate of insurance that it carries insurance in the minimum amounts listed below prior to commencement of performance under this Agreement. Such coverage shall be maintained currently effective until receipt of final payment under the terms of this Agreement.

1. Comprehensive General \$1,000,000 combined Single Liability
[including (CSL) minimum Product Liability]

2. Professional Liability \$1,000,000 per occurrence

D. Comprehensive Auto Liability (owned and non-owned)

1. Bodily Injury \$ 100,000 each person
 \$ 300,000 each accident
 \$ 300,000 aggregate products

2. Property Damage \$ 50,000 each accident
 \$ 250,000 aggregate operations
 \$ 250,000 aggregate protection
 \$ 250,000 aggregate products
 \$ 250,000 aggregate contractual

E. Worker's Compensation. The statutory limit shall be in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.

F. Additional Insured. The City of Montclair and County of San Bernardino shall be named as additional insured on all policies or certificates.

G. Cancellation Notice. A 30-day Notice of Cancellation shall be mailed to the Contractor and County, 784 E. Hospitality Lane, San Bernardino, CA. 92415.

H. In the event any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy.

I. Failure on the part of the Subcontractor to procure or maintain required insurance shall constitute a material breach of Agreement and Contractor may immediately terminate or suspend this Agreement.

Section 15. Compliance with Statutes and Regulations

A. In the performance of this Agreement, the Subcontractor shall obey all laws of the United States, the State of California, and all County and local ordinances, regulations, policies, codes, and provisions .

- B. The Subcontractor shall conform to the nutrition requirements under Title III-C of the Older Americans Act of 1965, as amended, including providing the minimum Title III-C requirement per person of one third of the Recommended Daily Dietary Allowance (RDA).
- C. The Subcontractor shall comply with the California Uniform Retail Food Facilities Law (CURFFL), the Hazard Analysis (HACCP) requirements and San Bernardino County Department of Aging and Adult Services Policy and Procedures for Senior Nutrition Sites.

Section 16. Federal, State and Local Taxes

Subcontractor is responsible for paying when due all Federal, State, and local taxes, including estimated taxes, incurred as a result of the compensation paid by Contractor to Subcontractor for services under this Agreement. On request, Subcontractor will provide Contractor with proof of timely payment. Subcontractor agrees to indemnify, defend, and hold harmless Contractor for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Subcontractor's failure to comply with this provision. In addition, in the event Contractor is required to respond to a request from any State or Federal taxing agency as a result of Subcontractor's failure to comply with this provision, Subcontractor shall pay to Contractor the sum of \$300.00 for each occasion Contractor is required to so respond.

Section 17. Termination

The Contractor may terminate this Agreement at any time within the period of its duration upon not less than thirty (30) days written notice by the Contractor to the Subcontractor or immediately for cause. The Subcontractor may terminate this contract upon not less than thirty (30) days written notice to the Contractor. Notice shall be provided as in Section 5 herein.

In addition, this Agreement may be terminated because of lack of funds, repeated citations by County, and failure to make corrective actions required by County. In the event funds to finance this contract, or part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than ten days written notice to the other party. Said notice shall be delivered by certified mail or in person. County shall be the final authority as to the availability of Federal or State funds. Waivers of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

Section 18. Negotiation of Disputes

Any disputes of law or fact between the Contractor and the Subcontractor shall be settled between the parties concerned in such a manner that they will not delay or adversely affect the performance of the Contractor. Should any questions remain unresolved, the dispute would be submitted to the Director of the Area Agency on Aging or his designee to render a decision. Said decision will be binding upon the Contractor and the Subcontractor.

Section 19. Prior Approval of Subcontracts

The Subcontractor shall not enter into any subcontracts, for all or part of the services contemplated under this Agreement, without obtaining prior written approval of the Contractor and the Area Agency on Aging, which shall then be made a part of the original Agreement. No subcontracts shall be approved which would incur an obligation higher than the original agreed-upon price.

Section 20. Fair Labor Standards Compliance

Subcontractor agrees to indemnify, defend, and hold harmless the County of San Bernardino and the Contractor, their respective agents, officers, and employees from any and all liability including, but not limited to, wages, overtime party, liquidated damages, penalties, court costs, and attorney’s fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the Subcontractor's employees for which the Contractor or the County of San Bernardino may be found jointly or solely liable.

Section 21. Citizenship Laws

Subcontractor warrants its full compliance with all laws regarding employment of aliens and others and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal Immigration Reform and Control Act of 1986. Subcontractor shall obtain from all covered employees services hereunder all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Subcontractor shall retain such documentation for all covered employees for the period prescribed by law. Subcontractor shall indemnify, defend, and hold harmless the County and Contractor, their respective officers, agents and employees from employer sanctions and any other liability which may be assessed against either Subcontractor, Contractor, or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

Section 22. Subcontractor Staffing Requirements

To assure that meals are prepared in a safe, sanitary environment in compliance with the California Health and Safety Code, the San Bernardino County Department of Aging and Adult Services Policies and Procedures, and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's degree in Nutrition/Dietetics with an institutional food service management emphasis from an accredited college or university for supervision of the food services operation within the catering company and/or central kitchen. The Dietitian shall be both qualified as specified in sections 2585 and 2586, Business and Professions Code, and registered by the Commission on Dietetic Registration.

Or

The Subcontractor shall hire a qualified Food Service Manager who possesses a Bachelor of Science degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years' professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the four-year degree requirements. The Subcontractor must submit to the Contractor the registration identification number and expiration date of Registered Dietitian along with complete verifiable résumés of the Registered Dietitian or Food Service Manager for County's approval.

The County may, at its sole discretion, waive this requirement or, for repeated deficiencies of noncompliance, require the Subcontractor to fill both positions and/or to expand the required positions to full-time positions.

Section 23. Date of Execution

The parties hereto agree that the first party to execute this Agreement shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this Agreement is made provided, however, the term shall be for the period set forth in Section 4 herein.

Section 24. Complete Agreement

This Agreement, Addendum, Appendices, if applicable, and Attachment 1 contain the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

[Signatures on Following Page]

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

Subcontractor:

CATERING SYSTEMS, INC.

Contractor:

CITY OF MONTCLAIR

Rosanna Rojas, President

Javier John Dutrey, Mayor

Date

Date

Rosanna Rojas, Secretary

Date

ATTEST:

Andrea Myrick, City Clerk

APPROVED AS TO FORM:

Diane E. Robbins, City Attorney

ADDENDUM

OTHER REQUIREMENTS (Contractor's Option)

"Penalties for discrimination in employment - Any contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practice Act or similar provisions of federal law or executive order in the performance of any contract with the City, thereby shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$25 for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section."

"Penalties for violation of affirmative action provisions - Any contractor who shall be found in violation of the agreement to pursue an affirmative course of action, or in violation of any provision of the affirmative action guidelines pertaining to the contract, shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$250 for each calendar day during which the contractor is found to have been in noncompliance, damages for said breach of contract, or both."

ATTACHMENT 1

FOOD SERVICE SPECIFICATIONS BETWEEN THE CITY OF MONTCLAIR AND CATERING SYSTEMS INC.

STATEMENT OF WORK AND SCHEDULE

During the time of performance as set forth herein, the Subcontractor shall furnish all food, labor, and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 60 years of age and older in compliance with the Title III Congregate and Home-Delivered Nutrition standards as described in Federal, State, and County regulatory statutes and the California Health and Safety Codes, more specifically, the California Uniform Retail Food Facilities Law (CURFFL) as amended January 1, 1996, the Older Americans Act (OAA), Amendment of 1992, and the San Bernardino County Department of Aging and Adult Services (County).

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the DAAS Policies and Procedures and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's Degree in Nutrition/Dietetic with an institutional food service management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or central kitchen.

The Subcontractor shall hire a qualified Food Service Manager who possess a BS degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the 4 year degree requirements.

The Subcontractor must submit, to the Contractor, the registration identification number and expiration date of the Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager for the County's DAAS approval.

The County may, at its sole discretion, waive this requirement or for repeated deficiencies of non-compliance, require the Subcontractor to fill both positions, and/or to expand the required positions to full time positions.

A. Number of Meals

The estimated number of meals required per day is between 80 and 100, Monday through Friday. The maximum requirement is outlined below.

	<i>Total Maximum Annual Meals</i>	<i>Catered Cost of Meal</i>
Monday through Friday	90	\$6.20
Saturday	N/A	
Sunday	N/A	
Box lunches	N/A	
Breakfast	N/A	
Frozen meals	N/A	
Other food items	N/A	
Total Max Annual Meals	22,590	\$140,058

B. Delivery

1. The meals shall be delivered as follows:

<i>Meal Location</i>	<i>Approx. Number of Meals</i>	<i>Time Food Preparation Completed</i>	<i>Time Food Leaves Kitchen</i>	<i>Time Food Arrives at Site</i>
Montclair Senior Center 5111 Benito Street Montclair, California	80-100	10:00 a.m.	10:30 a.m.	11:00 a.m.

2. The Contractor reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate, subject to approval by County.
3. The Contractor may change the days and time of delivery and service by giving the Subcontractor seven (7) days notice.
4. The Contractor may change the number of meals to be delivered to any of the meal locations by notifying the Subcontractor by 10:00 a.m. the day prior to delivery.
5. The Subcontractor shall deliver the meals no more than 60 minutes prior to or 30 minutes after the agreed upon serving time.
6. Box lunch delivery time may be as early as 9:00 a.m. as long as appropriate holding facilities are available for perishable food items and

meals are transported under appropriate packing, heating and cooling temperature requirements.

7. The Contractor reserves the right to require Subcontractor to deliver food on all holidays that food service is needed.
8. The contractor shall serve foods for congregate meals; within two (2) hours after food preparation has been completed.

C. Delivery Service Specifications

1. Meals are to be delivered in (bulk/individual) prepackaged servings.
2. The Subcontractor shall supply the following food service items.

<i>Item</i>	<i>Specifications</i>
Rectangular disposable plates	Five compartment
Disposable bowls	Eight-ounce soup bowls
Disposable flatware	Bulk or pre-packaged, good quality
Napkins	Good quality
Table coverings	Paper placemats
Disposable cups	Eight-ounce cups for bulk milk
Other	Straws, plastic gloves, boxes, or bags as needed for box lunches

3. The Subcontractor shall provide all serving trays and utensils, warming, refrigerating and freezing equipment, where necessary, for the maintenance of proper temperatures as specified herein, and shall provide servicing of the equipment and/or replacement (depending on needs of Project).
4. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or infestation. All hot foods should be packaged individually or in bulk containers to ensure a minimum delivery temperature of 145° F. All cold foods must be packaged to ensure a maximum delivery temperature of 40° F. All foods intended to be delivered frozen shall be packaged to maintain a hard frozen state until such food reaches point of delivery.

Temperature of bulk and home-delivered meals must be taken daily at the end of production/packaging and on delivery at the nutrition site by the Subcontractor and Contractor. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packing.

Daily written documentation of temperature logging/monitoring must be kept by Subcontractor and will be subject to audit by the centralized dietary services and the County nutritionist.

The sites shall be assumed correct on shortages unless the caterer proves them wrong. All calls regarding shortages and food replacement will be communicated by the Contractors office.

5. Meals must be delivered in refrigerated trucks and/or approved for bulk-insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.
6. Food and supplies must be packed and handled in a sanitary manner to assure absence of contamination and spillage.
7. The program may require replacement of any cold food that is received on site at above 45 degrees F and any hot food that falls below 140 degrees F.
8. Food shortages and/or spoiled foods that are reported to the caterer by agree time of delivery must be replaced or the enclosed deduction schedule will be utilized.
9. Packing of food for delivery to the sites will be negotiated as mutually acceptable to the Contractor and Subcontractor. Sites may differ on packaging of some items due to available site equipment and time/distance.
10. The Subcontractor shall be responsible for cleaning and care of equipment returned to his facility each day.
11. The Subcontractor shall place food in areas designated by meal location managers.
12. Food shall be transported no longer than 60 minutes after packaging.
13. Food shall be kept in heat retaining equipment no longer than **60 minutes** prior to serving.
14. Each delivery shall be accompanied by a delivery slip, in triplicate, designating number of meals and supplies delivered. Project Director or designated person will sign receipt, if in order, and one copy shall be left with the Project Director.
15. Instructions shall be attached to each food product delivered indicating name of meal location, number of servings, size of servings, and size of utensil to be used in serving.
16. Cake, cornbread, and casserole dishes, i.e. meatloaf, lasagna, tuna noodle casserole shall be pre-scored by the Subcontractor for the appropriate number of servings.

17. All Subcontractor delivery equipment shall be removed from the meal location by the next service day. Contractor is not responsible after this time.
18. The Subcontractor shall provide a back-up delivery system in the event of vehicle breakdown.
19. Electrical items required to be provided herein shall have the UNDER-RITERS LABORATORY approval and meet all current OSHA and COSHA laws and regulations. Subcontractor shall provide Contractor with a current copy of the health certificate and any corrected deficiencies with bid. To ensure that all regulations are followed, the Subcontractor must have a qualified food service manager or part-time registered dietitian (20 hours per week) or staff who will assure that meals are prepared in a safe and sanitary condition throughout the meal service operation.
20. Authorized representatives of the Contractor, County, centralized dietary services, State, and Federal shall have the right to inspect food preparation, storage, and packaging sites during the term of the contract.

D. Meal Standards

1. A Chemical analysis of any food delivered by the Subcontractor may be requested by the Contractor or County at any time. The Subcontractor agrees to cooperate in having the analysis done. If the analysis discloses that the food does not comply with required meal specifications, the Subcontractor shall be liable for the cost of this analysis and meals served to seniors out of compliance.
2. The Subcontractor shall be liable for meals that do not meet the nutritional standards and requirements, are spoiled or unwholesome at time of delivery, are incomplete or insufficient in number ordered, or are delivered after the time specified by the Contractor. In the event the Subcontractor fails to deliver complete meals, other foods, or supplies as agreed upon, the Contractor may provide a substitute meal with emergency meals of supplies purchased from other places and charge the cost of the purchased meal to the Subcontractor. The replacement cost shall not exceed **100** percent of the contract catered meal cost.
3. If any portion of a meal other than the entree is delivered in an unacceptable condition, such as incorrect temperature (potentially hazardous)* less than contracted portion, spoiled or too late, the Subcontractor shall be liable for the cost of that portion. If the entree is unacceptable, the Subcontractor shall be liable for the cost of the entire meal. In order to ensure conformance to the above, the delivery driver shall remain at the site until the food is checked by the location manager. All shortages shall be noted on delivery slip for proper crediting.

E. Menu Requirements

1. All menus shall comply with Title III-C meal pattern requirements.
2. A **six-week** cycle menu shall be used that is written once yearly.
3. The Contractor has the responsibility for menu writing with input from the Project Council and Subcontractor. The menu shall be approved by the centralized dietary services dietitian.
4. The Contractor is responsible for typing and duplicating the menu.
5. All menus must be signed by the Project Director, Project Council Chairman or designee, the centralized dietary services dietitian, and certified by the County nutritionist prior to the start of the menu cycle.
6. The Project Director or centralized dietary services dietitian shall submit all menu substitutions by the Subcontractor at least 2 days prior to the serving date. The subcontractor may, however, in an emergency make menu substitutions on verbal approval of the Project Director or centralized dietary services dietitian, with a written notice to follow for documentation.
7. Provisions shall be made by the Subcontractor to provide in-service training regarding food sanitation and safety for their food service staff. Documentation of such training shall be submitted to the Contractor. County may require the Contractor, based upon major finding of non-compliance items in food and safety, to provide additional food service training.

*See definition of Potentially Hazardous Food, DAAS Contract Management for Service Providers.

F. Meal Pattern Specifications

1. All food must be of the highest quality standard and conform to USDA requirements. It must be prepared in a manner to preserve optimum flavor and appearance while retaining nutrients and food value. Special consideration should be given to tenderness of meat because of the age of our participants. The Subcontractor is responsible for assuring its high quality before it is sent to the meal sites.

Title III – Meal Pattern:

Meat or meat alternatives	A minimum of 15 g protein per meal required. Specification for all processed preformed meat must be approved by the County nutritionist before adding to menu. Two-and one-half-
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	ounce edible portion of meat/meat alternate in casserole dishes.
Vegetable/Fruits	Two half cup servings each per meal (exclusive of dessert).
Juice*	One-half cup Vitamin C fortification required to satisfy Vitamin C requirement.
Starch or alternate	One slice bread or one-half cup serving cooked starch, such as rice, pasta, etc. Selections made from whole grains are preferred.
Fortified margarine or butter	One teaspoon.
Dessert*	One-half (1/2) cup portions or fresh fruit equivalent. Limit of 1 dessert high in sugar, refined grains, or saturated fat per week.
Milk or milk product	Eight-fluid-ounce serving or calcium equivalent. Liquid milk served must be 1% fat, nonfat, or buttermilk.

- (a) In the preparation of all meals, the Subcontractor shall use a minimum of simple sugars. Each meal shall not exceed 1000 milligrams of sodium and shall be low in fat (standard is no more than 30 percent or less of total calories). Limit of 2 high-sodium meals served in any week.
- (b) Subcontractor shall provide all condiments that are normally served with specific menus including, but not limited to, salt; pepper; salad dressing; tartar sauce; mustard; catsup; cream; sugar; and garnishes, such as lemon slices and parsley (as agreed upon). A low-sodium salad dressing choice shall be offered and used in sodium and other nutrient calculations for menus with green salads.
- (c) Ground beef may be used no more often than twice a week and must be in solid form such as meat loaf or Salisbury steak for one of the servings. The fat content cannot exceed 15 percent.
- (d) Textured vegetable protein may be used at no greater amount than 30 percent of the total protein.
- (e) Meat alternates (dried beans, peas, lentils, nuts, nut butters) shall not be served more often than one time per week.
- (f) Desserts, such as fruits or high-nutrient density desserts shall be served throughout the week in one-half (1/2) cup portions. High-calorie desserts, such as plain gelatin desserts, cakes, pies, cookies,

and similar foods, shall also be included but are to be limited to once per week. Milk-based dessert may be served once per week. A dessert consisting of 50 percent fruit (fruited Jell-O, etc.) may be served once a week.

- (g) Different fruits will be served once per meal. Whole fresh fruit in season shall be served at least once during each week. Canned fruit will be water packed or packed in its own juice.

2. Minimum grades for all foods shall be as follows:

- (a) Beef: USDA Grade A choice
- (b) Pork: USDA Number 1 (as defined in S R.A., No. 171, U.S. Standards and Grades of Pork Carcasses)
- (c) Lamb: USDA choice
- (d) Poultry: USDA Grade A to be used for all fresh or frozen poultry products. Necks, backs, and wings alone shall not be used prior approval of the Project Director or project designee. Reconstructed roll products are not acceptable (optional).
- (e) Variety meats: Grade No. 1 from USDA Government-inspected plants.
- (f) Dairy products: Following is to be used as minimum specifications for all graded dairy products:
 - (1) Eggs, fresh USDA or State Graded A
 - (2) Cheese, USDA Grade A non-processed cheese
 - (3) Milk, low fat, shall be available
- (g) Fish and seafood must be fresh or frozen and be a nationally distributed brand packed under continuous inspection of the U.S. Department of Interior.
- (h) Canned fruits and juices: USDA Grade A (Fancy) and Grade B (Choice) are to be used for all graded fruits and fruit juices. Grade C (Standard) may be used for pie and cobbler products only.
- (i) Fresh fruits: USDA Fancy to USDA No. 1 to be used for all graded fresh fruits as a minimum standard.
- (j) Fresh vegetables: USDA Fancy and No. 1 to be used for all graded fresh vegetables as a minimum standard.

- (k) Frozen fruits and vegetables: USDA Grade A is to be used for all graded frozen fruits and vegetables as a minimum standard.

3. Meal Component/Nutrient Analysis

- (a) A meal component /nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be completed in compliance with OAA, Section 339, and California Regulations, Title 22, Division 1.8, Chapter 4, Article 5, Section 7638.5.

Computerized Nutrient Analysis Requirements:

Although not required, use of computerized nutrient analysis is strongly recommended and will help ensure and verify the nutritional adequacy of meals. The goal of assessing nutrient intakes of groups is to determine the prevalence of inadequate or excessive nutrient intakes within a particular group of individuals. While meal patterns serve as a basic framework for menu planning, providers are encouraged to use computerized nutrient analysis because it provides specific information on nutrients the menu may **not** be providing. The information that a menu is not supplying all of the desired nutrients will guide the development of future menus. As required menu elements are expanded, it is more difficult to meet all of the requirements on a daily basis. Nutrition programs for the elderly should focus on:

- Vitamin A
- Vitamin C
- Protein
- Fat
- Sodium
- Fiber

Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions and nutrition education.

The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; Vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, B12; calcium, chromium, copper, iron, magnesium, sodium, and zinc. In addition to meeting

one third of the Dietary Reference Intakes, the menus should also follow the Dietary Guidelines for Americans.

- (b) Menu cycle shall be analyzed on a regular basis and documentation maintained for County review.

G. Supplies Specification Procedures

The Subcontractor shall provide disposable table service based upon the supplies specification included. These supplies shall be ordered and delivered weekly at each site. A minimum of one week's supply on hand at all times. The Contractor shall supply order forms and monitor supply usage.

The Subcontractor shall furnish, as part of supplies, the cleaning and other miscellaneous supplies (see Supplies Specification Sheet). These supplies will be ordered as needed. The Contractor shall supply order forms and monitor supply usage. (This is subject to negotiation.)

EVALUATION OF SUBCONTRACTOR

The Contractor and centralized dietary services dietitian shall evaluate the Subcontractor's performance to determine if the Agreement is in compliance in meeting requirements. All evaluations must be sent to the County nutritionist.

RECEIPTS AND INVOICES PROCEDURES

- A. The Subcontractor shall issue daily delivery receipts to each site.
- B. After the close of each week, the Subcontractor will furnish to the program an invoice of meals ordered by the program, the previous week. The Contractor will pay such invoices for the prior week within 30 days after receipt of same invoice or as agreed between the Contractor and Subcontractor.

DEDUCTION PROCEDURE

- A. The Subcontractor shall deliver meals that meet Title III-C menu regulations. If the Subcontractor fails to deliver all menu items or appropriate substitute items and/or the program rejects food, the Subcontractor shall be reimbursed as outlined in Section 4, "Meal Standards."



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024

FILE I.D.: PUB355

SECTION: CONSENT - AGREEMENTS

DEPT.: PUBLIC WORKS

ITEM NO.: 5

PREPARER: M. PARADIS

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 24-51 WITH ANDERSON AIR CONDITIONING, L.P. TO UPGRADE THE CITY'S CARRIER iVU BUILDING AUTOMATION SYSTEM, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING A \$199,920 APPROPRIATION FROM THE 2021 LEASE REVENUE BOND FUND TO UPGRADE THE CARRIER iVU BUILDING AUTOMATION SYSTEM

REASON FOR CONSIDERATION: The City Council is requested to approval of Agreement No. 24-51 with Anderson Air Conditioning, L.P. to upgrade the City's Carrier iVu building automation system, and authorization of a \$199,920 appropriation from the 2021 Lease Revenue Bond fund.

A copy of proposed Agreement No. 24-51 with Anderson Air Conditioning, L.P. is attached for City Council review and consideration.

BACKGROUND: The current building automation system that communicates with each individual HVAC unit is a proprietary system called iVu from Carrier that controls Carrier Control Network (CCN) devices. These devices are used to program individual HVAC units to run at preset days and times and maintain a temperature set point.

In May 2024, an electrical spike caused a catastrophic failure, shorting out the communication bus on all of the iVu boards. This led to a complete shutdown of the HVAC units in the Community Center, Recreation Center and Library. As a result, staff is currently unable to program the units to turn on, off or set temperatures. The Community Center, a hub for special events, is now out of service due to the non-functioning HVAC units.

Additionally, the Senior Center's iVu router is experiencing intermittent loss of communication, which makes it unable to be programmed. The Senior Center and Community Center are cooling centers during summer heatwaves. Two HVAC units in City Hall are also experiencing intermittent communication issues. Building maintenance temporarily resolved these issues by rewiring the units on the roof.

The proposed solution is to upgrade the software from iVu 7.0 to 8.5 Pro. This will allow internet protocol (I.P.) devices to be installed in the HVAC units. The new I.P. devices will be wired directly to a switch, eliminating communication issues. This switch also eliminates the daisy chain connection and the possibility of a communication short on all devices at the same time, ensuring a more reliable and efficient system.

Staff obtained an estimate from Anderson Air Conditioning, L.P., to upgrade the current Carrier iVu building automation system. The work involves replacing all of the iVu control boards at the Community Center, Recreation Center, Library, Senior Center, City Hall, IT/Code Enforcement, and the Youth Center.

Anderson Air Conditions L.P. is considered the Vendor of Choice because it is a Carrier Controls expert and works directly with the factory.

FISCAL IMPACT: An allocation in the amount of \$199,920 to upgrade the Carrier iVu building automation system would come from the 2021 Lease Revenue Bond Fund.

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

1. Approve Agreement No. 24-51 with Anderson Air Conditioning, L.P. to upgrade the City's Carrier iVu building automation system, subject to any revisions deemed necessary by the City Attorney.
2. Authorize a \$199,920 appropriation from the 2021 Lease Revenue Bond Fund to upgrade the Carrier iVu building automation system.

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 Anderson Air Conditioning, L.P., hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

- (i) CITY accepts the CONTRACTOR's proposal.
- (ii) CITY authorizes the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

UPGRADE CARRIER IVU BUILDING AUTOMATION SYSTEM

"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 the CONTRACTOR'S proposal dated June 12, 2024, a copy of which are attached hereto as Exhibit "A". 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. In the event there is any conflict or inconsistency between the Contractor's proposal and this written Agreement, the provisions of this written Agreement shall control.
2. 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 365 days of executing the contract.
3. 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.
4. 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.
- (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;
 - (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.

5. 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.

6. 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.

7. 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.

8. 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 **June 12, 2024**.

9. 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

CITY

ANDERSON AIR CONDITIONING, L.P.
2100 Walnut Avenue
Fullerton, CA 92831

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

By: _____
Mitch Haynam
General Manager

By: _____
Javier "John" Dutrey
Mayor

ATTEST:

By: _____

Name, Title

By: _____
Andrea M. Myrick
City Clerk

APPROVED AS TO FORM:

By: _____
Diane E. Robbins
City Attorney



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AMERICAN MECHANICAL SERVICES, INC., G.P.
A FULL-SERVICE MECHANICAL CONTRACTOR PROVIDING ENERGY & SUSTAINABILITY SOLUTIONS

ANDERSON AIR CONDITIONING, L.P.

2100 E. Walnut Ave., Fullerton, Ca 92831 ♦ (714) 888-6800 ♦ FAX: (714) 888-2697 ♦ www.aac-ams.com

Proposal for: Upgrade of Existing Carrier CCN System to iVu Building Automation System

Proposal to:



Locations:

Senior Ctr, Recreation Ctr, Library, & Community Ctr. Buildings
City Hall, Meeting Rms, AC 6 IT/SPDES, IT Server Rm, and Youth Ctr. buildings
5111 Benito Street Montclair, California 91763

Contacts:

Mathew Paradis
City of Montclair
Public Works Facilities/Maintenance

June 12, 2024

Presented By:
Marc Pickett
714-292-4929

mpickett@amsfusa.com



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AMS AMERICA, Inc., G.P.
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ANDERSON AIR CONDITIONING, L.P.
2100 E. Walnut Avenue, Fullerton, CA 92831 (714) 888-6800 FAX: (714) 888-2697

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Summary

Upgrade the existing Carrier CCN Controllers at four buildings iVu IP Based BACnet controllers. The Senior Ctr, Recreation Ctr, Library, & Community Ctr. City Hall, Meeting Rms, AC 6 IT/SPDES, IT Server Rm, and Youth Ctr. buildings remove, secure, and return existing controllers to City for inventory. Upgrade the existing iVu server software from 7.0 to 8.5 PRO. Run new communication cabling and control wiring. This provides a migration path for all aging CCN controllers for the City facilities.

Scope of Work

Community Center

❖ ROOFTOP UNITS

- Furnish and install:
 - (7) Dual IP Direct Digital Controllers, to be installed at associated HVAC Units with UL Listed panels
 - (7) Space Temperature Sensors, with foam isolation pad, push button override, setpoint control and LCD display, to be installed in the occupied space.
 - (7) Duct Temperature Sensors, to be installed in the supply duct
 - (7) Current Sensing Relays, for sensing supply fans status
 - (1) Outside Air Temperature Sensor
 - Furnish output for (4) Economizer Control Signal Wires, to existing actuator
- Control wire, RNET wire, and BACnet IP wire
- Start-up, Checkout and Calibration of the Rooftop Unit controls

Recreation Center

❖ ROOFTOP UNITS

- Furnish and install:
 - (1) Dual IP Direct Digital Controller, mounted and wired in a UL 508A NEMA 4 enclosure, with 24 VAC transformer.
 - Furnish inputs for (3) Existing Switches, sequence of operation to be confirmed.



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- (12) Connectstat FX BACnet Thermostats.
- (12) Duct Temperature Sensors, to be installed in the supply duct
- (1) Current Sensing Relays, for sensing supply fans status
- (1) Outside Air Temperature Sensor
- Control wire, RNET wire, and BACnet IP wire
- Start-up, Checkout and Calibration of the Rooftop Unit controls

Library

❖ ROOFTOP UNITS

- Furnish and install:
 - (3) Connectstat FX BACnet Thermostats
 - (4) Duct Temperature Sensors, to be installed in the supply duct

❖ AIR HANDLING UNITS

- Qty. 1 AHU / Qty. 3 Zones – Furnish & Install:
 - (1) AHU Direct Digital Controller, mounted and wired in a UL 508A NEMA 4 enclosure, with fused 24 VAC transformer, to be located next to associated AHU
 - (3) Space Temperature Sensors, with foam isolation pad, push button override, setpoint control and LCD display, to be installed in the occupied space
 - (9) Start/ Stop Relays, for control of the Supply Fan, Power Exhaust, Boiler Enable, Cooling Stage 1 thru 4 and Heating Stage 1 and 2
 - (2) Current Sensing Relays, for sensing Supply Fan and Power Exhaust Fan Status
 - (4) Duct Air Temperature Sensors, for duct temperature monitoring
 - (1) Outside Air Temperature Sensor
 - (1) Strap-On Temperature Sensors, for hot water temperature monitoring
 - Furnish output for control signal to
 - (1) Existing Economizer Actuator
 - (3) Existing Zone Damper Actuators
 - (1) Existing Hot Water Valve
- Control wire, RNET wire, and BACnet IP wire
- Start-up, Checkout and Calibration of the Rooftop Unit controls



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Senior Center

❖ ROOFTOP UNITS

- Furnish and install:
 - (5) Dual IP Direct Digital Controller, mounted and wired in a UL 508A NEMA 4 enclosure, with 24 VAC transformer.
 - (5) Space Temperature Sensors, with foam isolation pad, push button override, setpoint control and LCD display, to be installed in the occupied space.
 - (5) Duct Temperature Sensors, to be installed in the supply duct
 - (5) Current Sensing Relays, for sensing supply fans status
 - (1) Outside Air Temperature Sensor
 - Furnish output for (5) Economizer Control Signal Wires, to existing actuator
- Control wire, RNET wire, and BACnet IP wire
- Start-up, Checkout and Calibration of the Rooftop Unit controls

City Hall

❖ ROOFTOP UNITS

- Furnish and install:
 - (1) TV-MPCXP mounted and wired in a UL 508A NEMA 4 enclosure with 24 VAC transformer, to provide connectivity for building network
 - (11) Connectstat FX BACnet Thermostats
 - (11) Duct Temperature Sensors, to be installed in the supply duct
- Control wire, RNET wire, and BACnet IP wire
- Start-up, Checkout and Calibration of the Rooftop Unit controls

Meeting Rooms

❖ ROOFTOP UNITS

- Furnish and install:
 - (4) Dual IP Direct Digital Controller, mounted and wired in a UL 508A NEMA 4 enclosure, with 24 VAC transformer.
 - (4) Duct Temperature Sensors, to be installed in the supply duct
 - (1) Current Sensing Relays, for sensing supply fans status
 - (1) Outside Air Temperature Sensor
- Control wire, RNET wire, and BACnet IP wire
- Start-up, Checkout and Calibration of the Rooftop Unit controls



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AC6 IT/SPDES

❖ ROOFTOP UNIT VVT System

- Furnish and install: RTU (Qty. 1), VVT-Bypass (Qty.1) VVT-Zone (Qty. 14)
 - (1) Dual IP Direct Digital Controllers, to be installed at associated HVAC Units
 - (1) Dual IP Bypass Controller with Actuator, for duct static pressure control
 - (14) Dual IP VVT Controllers with Actuators, to be installed at associated air terminal
 - (14) Space Temperature Sensors, with foam isolation pad, push button override, setpoint control and LCD display, to be installed in the occupied space
 - (1) Current Sensing Relays, for sensing supply fans status
 - (17) Duct Temperature Sensors, to be installed in the supply and return air duct
 - (1) Outside Air Temperature Sensor
 - (15) 24 VAC Transformers, for VVT controller power, high voltage wiring by others
 - Furnish output for (1) Economizer Control Signal Wires, to factory mounted economizer actuator
- Control wire, RNET wire, and BACnet IP wire
- Start-up, Checkout and Calibration of the Rooftop Unit controls

Youth Center

❖ ROOFTOP UNITS

- Furnish and install:
 - (4) Dual IP Direct Digital Controller, mounted and wired in a UL 508A NEMA 4 enclosure, with 24 VAC transformer.
 - (4) Duct Temperature Sensors, to be installed in the supply duct
 - (1) Current Sensing Relays, for sensing supply fans status
 - (1) Outside Air Temperature Sensor
- Control wire, RNET wire, and BACnet IP wire
- Start-up, Checkout and Calibration of the Rooftop Unit controls



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IT Server Room

❖ ROOFTOP UNIT

- Furnish and install:
 - (1) Dual IP Direct Digital Controller, mounted and wired in a UL 508A NEMA 4 enclosure, with 24 VAC transformer.
 - (1) Space Temperature Sensors, with foam isolation pad, push button override, setpoint control and LCD display, to be installed in the occupied space.
 - (1) Duct Temperature Sensors, to be installed in the supply duct
 - (1) Current Sensing Relays, for sensing supply fans status
 - (1) Outside Air Temperature Sensor
 - Furnish output for (1) Economizer Control Signal Wires, to existing actuator
- Control wire, RNET wire, and BACnet IP wire
- Start-up, Checkout and Calibration of the Rooftop Unit controls

❖ NETWORK & OPERATOR INTERFACE

- I-Vu® Pro UNLTD Upgrade to 8.5 on existing server.
- Tie into IP ports and use IP addresses provided by Client.
- Setup and install the DDC Database for all system controllers onto the user interface.
- Load graphic files onto the user interface and map control points. Graphic floor plan provided by others.
- Creation of Graphic Display for the following Equipment: HVAC Units.
- Graphical Slider Schedule times and Holidays Calendar.

❖ Additional items included in scope:

- Owner Training 2 Hours.
- Programming for DDC controllers.
- Start-up and Checkout of the installed control system.
- Removal and return existing controllers to City staff.

Exclusions:

- Server for i-Vu Pro. (Existing)
- IP Connectivity (Provided by client)
- Dampers, reheat coils, and/or duct work.
- Fire, life, safety of any kind
- Mechanical engineering or drawings.
- Repairs and/or troubleshooting to existing equipment is not included.



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- All conduit except as listed above
- Excavation, demolition, trenching, underground conduit
- Roof jacks or roof patching
- All power & control wiring above 24 volts
- Third party integration not listed above
- Demolition of existing controls, components, wiring, and conduit
- Wall, ceiling repair or painting
- Ethernet cabling, routers, or switches
- After hours and holiday work unless specifically listed above

Signature Page

Upgrade Existing Carrier CCN System to iVu:.....\$199,920.00
Option Combo CO2/Temp Space Sensor Ea:.....\$ 540.00
Quote Expiration: 90 days from proposal date

In order to execute the proposed work, please complete the information below. If I may be of any assistance, please feel free to contact me at (714) 292-4929. Your active consideration of **Anderson Air Conditioning, L.P.** is greatly appreciated.

Respectfully Submitted,

Marc Pickett
 Sr. Account Manager
 Cell (714) 292-4929
mpickett@amsfusa.com

Proposal accepted:
 AMS / Anderson Air Conditioning, L.P. is
 authorized to proceed with the work as proposed.

Proposal submitted by:
 AMS / Anderson Air Conditioning, L.P.

Purchaser

By

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AMS AMERICA, INC., G.P.
A FULL-SERVICE MECHANICAL CONTRACTOR PROVIDING ENERGY & SUSTAINABILITY SOLUTIONS
ANDERSON AIR CONDITIONING, L.P.
2100 E. Walnut Avenue, Fullerton, CA 92831 (714) 888-6800 FAX: (714) 888-2697

By			Marc A. Pickett
Title		Title	Sr. Account Manager
Date		Date	June 12, 2024

Terms & Conditions

Access - Customer shall provide reasonable means of access to all building areas and the use of building utility and elevator services, as required, to perform the Services hereunder. Customer shall keep areas adjacent to the Covered Equipment free and clear of any obstructions that may impede performance of the Services. Any failure to provide such access may result in additional charges if a return call is required to perform the Services.

Payment and Incidental Charges – Payment terms are net 30 days from receipt of invoice. Should a payment become thirty (30) days or more delinquent, AMS may stop all Services and terminate this Agreement upon written notice to Customer. Customer shall pay all taxes or other governmental charges relating to the transfer, use, ownership, sale, service or possession of any material or equipment covered by or related to this Agreement or the Services provided hereunder (other than income taxes or corporate franchise taxes imposed upon AMS). In the event AMS is required to take any action or initiate proceedings to collect on sums due hereunder, AMS shall be entitled to an award of its reasonable costs and expenses of such collection, including, without limitation, reasonable attorneys’ fees and costs.

Time of Performance - All Services to be provided under this Agreement shall be performed during AMS’ normal working hours. Services not covered by this Agreement shall be billed at AMS’ then prevailing rates.

Environmental - If AMS, in the course of performing the Services, discovers any hazardous materials or substances upon, beneath, about, or inside Customer’s equipment or property, AMS shall report immediately its findings to Customer. Customer further agrees that it shall retain all legal responsibility and liability for any and all such hazardous materials and substances and that Customer shall be solely responsible for storing, removing, handling, and disposing of all materials, substances and wastes generated in the provision of the Services, including hazardous materials, in accordance with all applicable governmental regulations. Customer shall provide to AMS all pertinent Material Safety Data Sheets as required by OSHA Hazard Communication Standards (29 CFR 1910.1200).

Warranty - AMS warrants its installation to be free from defects in workmanship and materials for a period of one year from date of completion. AMS’ sole obligation shall be to repair or to replace defective materials or to properly perform any defective service at it’s sole discretion. EXCEPT AS EXPRESSLY PROVIDED BY THIS AGREEMENT OR AS LIMITED BY LAW, AMS HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED,

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RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS.

Limitation Of Liability – AMS will not be be liable for any special, general, indirect, incidental, exemplary or consequential damages. AMS shall not be liable for removing, replacing, or refinishing any part of the building structure necessary to the execution of this Agreement and the performance of the Services described herein. AMS shall not be liable for any loss or damage due to delays caused by: strikes or labor troubles affecting its employees or the employees of others; by priority or preference rating, orders or regulations; by unusual delays in procuring supplies; by acts of God; wars; or for any other cause beyond AMS' reasonable control without limiting the generality of the foregoing.

Agreement Changes; Entire Agreement - This Agreement is the entire Agreement between AMS and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between AMS and Customer. Any and all changes, amendments or modifications to this Agreement shall be in writing and executed by an officer, or other authorized person, of each party.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 17, 2024	FILE I.D.:	STG085
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	PUBLIC WORKS
ITEM NO.:	1	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 24-3440 APPROVING A LIST OF PROJECTS TO BE FUNDED IN FISCAL YEAR 2024-25 BY SENATE BILL 1, THE CALIFORNIA ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017		

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 24-3440 approving a list of projects to be funded in Fiscal Year 2024-25 by Senate Bill 1 (SB1), the California Road Repair and Accountability Act of 2017.

SB1 provides state funding to cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. To receive funding, the City Council must adopt a resolution specifying the projects for which the City intends to spend its SB1 funding allocation for Fiscal Year (FY) 2024-2025.

Proposed Resolution No. 24-3440 confirms the allocation of SB1 funding in FY 2024-25 for the Silicon Avenue Street Rehabilitation Project. A copy of the Resolution is attached for City Council review and consideration.

BACKGROUND: On April 28, 2017, the Governor signed the Road Repair and Accountability Act of 2017, also known as Senate Bill 1 (SB1). The legislation provides funding to cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system through the creation of a Road Maintenance and Repair Account (RMRA). SB1 increased the per-gallon fuel excise taxes, diesel fuel sales taxes, vehicle registration and taxes, and provides inflationary adjustments to fuel tax rates in future years. Upon full implementation, SB1 will generate over \$5.0 billion annually in California, with approximately \$1.5 billion going to cities and counties for local streets and roads annually.

Collected tax revenue is deposited into the RMRA and some of this funding is apportioned by formula to eligible cities and counties. It is important to note that new RMRA allocations may not be used to supplant local agency general fund spending for street maintenance and rehabilitation efforts. Therefore, in addition to meeting the transparency and reporting requirements, local agencies are required to sustain existing maintenance of effort (MOE) levels by continuing general fund street expenditures as specified in the legislation. The City's estimated MOE is \$1,251,522.

For FY 2024-2025, it is estimated that the City of Montclair will receive approximately \$2,025,169 in RMRA funding, with monthly payments starting in September 2024.

Pursuant to Streets and Highways Code Section 2030, RMRA funds must be used for projects that include but are not limited to the following:

- Road maintenance and rehabilitation;
- Safety projects;
- Railroad grade separations;
- Traffic control devices; and

- Complete street components, including active transportation (bicycle and pedestrian) projects, transit facilities, and storm-water capture projects.

RMRA funds may also be used to satisfy a match requirement in order to obtain state or federal funds for eligible projects. Also, to the extent possible, cost permitting, cities and counties are encouraged to include the following project elements:

- Advanced recycling techniques that lower greenhouse gas emissions and reduce the cost of maintaining streets through material choice and construction methods.
- Transportation infrastructure that supports technologies such as zero emission vehicle fueling or charging.
- Complete street elements that improve safety or the quality of bicycle or pedestrian facilities.

Staff has identified one project to be partially funded using RMRA funding:

Silicon Avenue Street Rehabilitation Project (Construction)

This project includes the removal and replacement of existing curb, gutter, sidewalk, drive approaches, pavement, catch basins, signing and striping.

FISCAL IMPACT: Should the City Council adopt Resolution No. 24-3440, SB1 funds for Fiscal Year 2024-25 would be allocated for the Silicon Avenue Street Rehabilitation Project.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 24-3440 approving a list of projects to be funded in FY 2024-25 by Senate Bill 1, the California Road Repair and Accountability Act of 2017.

RESOLUTION NO. 24-3440

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$2,025,169 in RMRA funding in Fiscal Year (FY) 2024-2025 from SB 1; and

WHEREAS, this is the eight year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS, the City is using a Five Year Capital Improvement Plan to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED, AND FOUND by the City Council of the City of Montclair, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following project will be funded in-part with FY 2024-2025 Road Maintenance and Rehabilitation Account revenues:

Project Title: Silicon Avenue Street Rehabilitation Project

Project Description: This project includes the removal and replacement of existing curb, gutter, sidewalk, drive approaches, pavement, catch basins, signing and striping.

Project Location: Silicon Avenue from State Street to Mission Blvd.

Estimated Project Schedule: Start (02/24) – Completion (12/25)

Estimated Project Useful Life: 30 years

APPROVED AND ADOPTED this XX day of XX, 2024.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3440 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, 2024, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024 **FILE I.D.:** STG350/FLP175/FLP180
SECTION: CONSENT - RESOLUTIONS **DEPT.:** FINANCE
ITEM NO.: 2 **PREPARER:** J. KULBECK
SUBJECT: CONSIDER ADOPTION OF RESOLUTION NOS. 24-3441 AND 24-3442 ESTABLISHING PROPOSED SCHEDULES OF TOTAL MONTHLY RATES FOR REFUSE AND SEWER PROGRAM SERVICES, SUBJECT TO THE PROPOSITION 218 NOTIFICATION, PROTEST, AND PUBLIC HEARING PROCESS

CONSIDER AUTHORIZING STAFF TO SEND NOTICES TO PROPERTY OWNERS REGARDING A PUBLIC HEARING TO CONSIDER ESTABLISHING MAXIMUM MONTHLY RESIDENTIAL AND COMMERCIAL RATE CAPS FOR SOLID WASTE DISPOSAL SERVICES, PURSUANT TO THE REQUIREMENTS OF PROPOSITION 218

CONSIDER SETTING A PROPOSITION 218 PUBLIC HEARING FOR AUGUST 19, 2024, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS TO CONSIDER ESTABLISHING A FIVE-YEAR SCHEDULE OF MAXIMUM MONTHLY RATE CAPS FOR REFUSE AND SEWER SERVICES AND SETTING THE RATES FOR RESIDENTIAL AND COMMERCIAL REFUSE SERVICES AND SEWER SERVICES TO BE EFFECTIVE AUGUST 1, 2024

CONSIDER ALLOCATING UP TO \$12,000 FROM THE CONTINGENCY FUND TO MAIL TO PROPERTY OWNERS NOTICES OF A PROPOSITION 218 PUBLIC HEARING REGARDING ESTABLISHING A FIVE-YEAR SCHEDULE OF MAXIMUM MONTHLY RATE CAPS FOR REFUSE AND SEWER SERVICES

REASON FOR CONSIDERATION: The City of Montclair provides a number of property-related services to the community including the disposal of refuse and the operation and maintenance of a sewer system. The cost of providing these services is charged to ratepayers/property owners. The City Council may consider adjustments to the rates for property-related services; however, such rate adjustments are subject to the Proposition 218 notification, protest, and hearing requirements. The City has reached the maximum limit it can charge ratepayers/property owners for sewer and refuse services. To increase sewer and refuse rates beyond the current caps, the City Council is required to engage in the Proposition 218 notification, protest, and hearing process.

BACKGROUND: The City of Montclair, through its contract solid waste hauler, Burrtec Waste Industries, Inc. (Burrtec), provides for the disposal of residential refuse. Services include the weekly pickup of solid waste, greenwaste, organic waste, and recyclables; on-demand pickup of large items; and neighborhood cleanup services.

The City also provides for a variety of sewage-related programs: Services include the treatment and collection of sewage/wastewater on demand 24 hours per day, 7 days per week, 365 days per year; sewer system maintenance; and sewer system infrastructure improvements. The City of Montclair maintains the sewer system; the Inland Empire Utilities Agency (IEUA), an independent agency, provides for the treatment of sewage.

Provision of the above utilities is essential to providing Montclair residents with a safe, healthy, and habitable community.

Proposition 218 Hearing Requirement

In order to proceed with rate adjustments for sewer and solid waste services, the City is required to conduct a Proposition 218 hearing to establish a five-year period of maximum rate caps. The requirement to conduct a Proposition 218 public hearing on refuse rates was confirmed on July 24, 2006, when the California Supreme Court published its decision in Bighorn-Desert View Water Agency v. Beringson, addressing the property-related-fee provisions of Proposition 218. In its decision, the Court ruled that where a rate is set by a government agency, it is a "property-related" fee subject to the public hearing requirements of Proposition 218. City Council last approved a five-year schedule of maximum rate caps for sewer and refuse services on July 15, 2019.

Government Code Section 53756

In addition to complying with the Proposition 218 public hearing process, municipal agencies are required to comply with Government Code Section 53756, which provides that an agency providing... sewer or refuse collection service may adopt a schedule of fees or charges authorizing automatic adjustments that pass through increases...if it complies with all of the following:

- a. Adopts the schedule of fees or charges for a property-related service for a period not to exceed five years.
- b. The schedule of fees may include a schedule of adjustment, including a clearly defined formula for adjusting for inflation, not to exceed the cost of providing that service.
- c. Notice of any adjustment pursuant to the schedule shall be given not less than 30 days before the effective date of the adjustment.

Proposition 218 Public Hearing Process

Article XIID, Section 6(a) of the State Constitution (Proposition 218-1996), passed by the voters of California on November 5, 1996, requires municipalities to give detailed written notice to the owners of parcels upon which proposed fees or charges are to be applied.

- a. A public hearing shall be conducted not less than 45 days after mailing of the notice.
If written protests against a proposed fee or charge are presented by a majority of owners of the parcels, the fee adjustment shall not be implemented.
- b. If a majority protest is not received, the rate cap shall go into effect without further action.
- c. Written protests can be provided to the City in advance of the date set for a public hearing.

The date recommended for the public hearing before the City Council is Monday, August 19, 2024, at 7:00 p.m., in the Montclair City Council Chambers. City staff and representatives from Burrtec will be available at the public hearing to respond to questions.

Solid Waste Disposal Services

Pursuant to Title 6, Section 6.16.050 of the Montclair Municipal Code, the City Council may, from-time-to-time, consider adjustments to rates for solid waste disposal services.

Burrtec, the City's franchise solid waste hauler, is seeking an adjustment to residential and commercial refuse rates. Proposed rate adjustments include fees for recycling, organic waste, and sanitation to comply with state law mandates, provide enhanced service levels to the community, and provide commercial operators with a range of optional services.

Residential Refuse Rates

Agreement No. 18-26, by and between Burrtec Waste Industries (Burrtec) and the City of Montclair, provides for the annual adjustment of residential refuse service rates by a percentage increase not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange Co. Area, All-Items Indexes, All Urban Consumers*, for the previous 12 months ending in January.

Burrtec last requested and received an adjustment to the residential refuse rate with an effective date of January 1, 2023. The proposed adjustment stemmed from two components: (1) an increase in refuse service costs related to CPI adjustments since July 2019, and (2) the increased costs for providing services related to SB 1383 regulations. This was the only residential refuse service rate increases to Montclair residents since 2019.

Burrtec is currently requesting a 2.25 percent rate adjustment with an effective date on or about August 1, 2024. The proposed adjustment stems from three components: (1) a 3.48 percent increase in refuse service costs related to CPI adjustments since January 2023, (2) increased costs for recyclable and green waste processing and disposal fees, and (3) the removal of the 2022 catch-up fee. Accordingly, the City Council is requested to:

1. Authorize noticing property owners of a Proposition 218 public hearing for Monday, August 19, 2024; and
2. Consider adopting Resolution No. 24-3441, establishing a proposed maximum five-year schedule of rates for residential refuse services.

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

The proposed five-year schedule of rates is based on the terms and conditions contained in Agreement No. 18-26.

Table 2, attached as **Appendix 1**, reflects the proposed schedule of maximum refuse rates that can be assessed to residential ratepayers for the five-year rate period that runs from July 1, 2024 through July 1, 2028. **At no time during each of the annual rate periods can refuse rates exceed the applicable maximum monthly rate cap for the effective year.** If a request for refuse rate increases exceeds the effective maximum monthly rate cap for the applicable year, a new Proposition 218 public hearing would be required.

Proposed maximum residential refuse rate caps are based on a ten percent per annum adjustment.

Maximum residential refuse rate caps are not an indication of actual monthly residential refuse rates. In prior years, all approved increases were below maximum refuse rate caps, and below authorized increases pursuant to Agreement No. 18-26. On January 1, 2023, the refuse rate was increased to \$37.64 which is \$1.06 below the rate cap of \$38.70 and was the first increase to refuse rates since July 1, 2019.

Proposed Residential Refuse Rates Effective August 1, 2024

Concurrent with the request to conduct a Proposition 218 public hearing on August 19, 2024 to consider establishing a five-year schedule of maximum residential refuse rate caps, City staff anticipates asking Council to consider a proposed schedule of residential refuse rates effective on or about August 1, 2024.

For information purposes only, as this is to be considered at the August 19, 2024 public hearing: Following is a discussion of components that constitute the monthly residential refuse rate and proposed cost adjustments for each rate component:

- *Refuse Service Rate:* The refuse service rate represents that portion of the rate paid to Burrtec for collecting and transporting refuse to the Materials Recovery Facility (MRF). The City's Agreement with Burrtec allows the refuse service rate to be adjusted each year by the CPI, not to exceed 5 percent annually. Burrtec is requesting a service rate adjustment of \$0.44, from \$12.73 to \$13.17.
- *Landfill Rate:* The landfill rate represents a pass-through of actual transportation and tipping fees paid by Burrtec. Currently, refuse generated in Montclair is transported from Burrtec's MRF in Fontana to several landfills within Burrtec's network of landfill disposal sites throughout Southern California. The rate is adjusted by a formula agreed upon in Agreement No. 18-26. Burrtec is requesting a \$1.00 adjustment in the landfill rate from \$6.57 to \$7.57.
- *Recycling Service Rates:* The recycling service rate represents the cost of collecting and transporting recyclables to the MRF. A service rate adjustment of \$0.14, from \$3.97 to \$4.11, is being proposed.
- *Materials Recovery Facility Fee:* The MRF component is affected by (1) the volume of recyclables processed; (2) the amount of refuse (contamination) found in the recyclables; and (3) the market value of recycled commodities over the preceding 12 months.

Pursuant to AB 341, all cities in the state were required to reach a 75 percent landfill recovery rate by 2020. As such, the amount of recyclable commodities that Burrtec is able to collect and process has increased significantly as a result of state law. Burrtec's cost of processing and disposing of recyclables has risen from \$34.23 per ton to \$59.95 per ton. Therefore, Burrtec is proposing a \$0.52 adjustment in the MRF rate from \$0.83 to \$1.35.

- *Greenwaste Disposal:* The Greenwaste Disposal Fee represents a pass-through of actual transportation and tipping fees paid by Burrtec. Increases for this rate component are typically tied to increases in fuel prices and tipping fees, and decreases in commodity volume.

The formula used to calculate the greenwaste component is essentially based on disposal volume plus the disposal charge per ton. Burrtec's disposals costs for this have risen from \$80.00 per ton to \$89.57 per ton. Therefore, Burrtec is proposing a \$0.40 increase in this cost component, from \$3.33 to \$4.03.

- *SB 1383 Compliance Fee:* The SB 1383 Compliance Fee represents costs related to state-mandated organic waste collection and diversion of such waste from landfills. This rate was subsidized by Burrtec for the first year of the program. A service rate adjustment of \$0.90 is being proposed.
- *2022 Catch-up Fee:* The 2022 Catch-up Fee represents a delay in refuse collection increases. A service rate decrease of \$2.85, from \$2.85 to \$0 is being proposed.
- *Household Hazardous Waste Fee:* The City has an agreement with the County of San Bernardino to provide household hazardous waste disposal facilities.

Disposal facilities are located at the following locations:

5050 Schaefer Avenue, Chino
 1430 South Cucamonga Avenue, Ontario
 1370 North Benson Avenue, Upland

Montclair residents may dispose of hazardous waste at no charge at the time of disposal, and are annually assessed approximately \$6.60 per household (\$0.55 monthly). The Household Hazardous Waste Fee is based on the actual cost charged to the City by San Bernardino County, and is intended as a pass-through cost to each ratepayer. A rate adjustment of \$0.07, from \$0.55 to \$0.62, is proposed.

- *General Sanitation Fee:* The general sanitation fee is a rate component assessed to residential ratepayers to reimburse for a portion of City costs related to general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. Since adoption of the General Sanitation Fee in 2011, the service charge has remained below the actual/estimated cost of service. A rate adjustment of \$0.15, from \$2.82 to \$2.97, is proposed.
- *Administrative Fee:* The Administrative Fee is a charge imposed by the City to reimburse for the cost of administering the refuse service program—the current fee is \$3.99 per month. Service charges should approximate the actual/estimated cost of service. There is no anticipated adjustment in the Administrative Fee component.

Table 1 on the following page identifies cost components of Montclair's *Total Monthly Household Refuse Rate* including current and proposed rates—proposed monthly residential refuse rates will be considered at a public hearing scheduled for August 19, 2024.

Table 1 also indicates that adoption of proposed Resolution No. 24-3441 would increase the *Total Monthly Household Refuse Rate* from \$37.64 to \$38.71, an increase of \$1.07. Senior households would continue to be charged a refuse rate that is 20 percent below the monthly refuse fee for nonsenior households—the monthly senior household rate would increase from \$30.11 to \$30.97, an increase of \$0.86.

Table 1
Total Monthly Household Refuse Rate Components
Current and Proposed Residential Refuse Rates

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Refuse service rate	\$ 12.73	\$ 13.17
Recycling service rate	\$ 3.97	\$ 4.11
Refuse landfill/Transfer rate	\$ 6.57	\$ 7.57
MRF fees	\$ 0.83	\$ 1.35
Greenwaste disposal rate	\$ 3.33	\$ 4.03
SB 1383 Compliance Fee	\$ 0.00	\$ 0.90
Catch-up fee 2022 increase delayed to 1/1/23	\$ 2.85	\$ 0.00
<i>Total cost of services—paid to Burrtec</i>	\$ 30.28	\$ 31.13
General sanitation fee	\$ 2.82	\$ 2.97
Administrative fee	\$ 3.99	\$ 3.99
Household Hazardous Waste fee	\$ 0.55	\$ 0.62
<i>Total monthly cost to provide refuse collection</i>	\$ 37.64	\$ 38.71
TOTAL MONTHLY HOUSEHOLD RATE	\$ 37.64	\$ 38.71
TOTAL MONTHLY SENIOR HOUSEHOLD RATE	\$ 30.11	\$ 30.97
Monthly City subsidy per senior household	\$ 7.53	\$ 7.74
Miscellaneous:		
Extra Cart:		
Refuse	\$ 6.56	\$ 6.79
Recycling	\$ 1.48	\$ 1.53
Greenwaste	\$ 4.17	\$ 4.31

Senior Household Refuse Rate Subsidy Program

For information purposes only as this is to be considered at the August 19, 2024 public hearing:

Montclair currently provides a monthly refuse rate subsidy program for senior households—to qualify, acountholders must be age 65 or older, live at the residence, and the refuse account must be in the customer's name. The current monthly household refuse rate for senior households is \$30.11— a savings of \$7.53 off the current Total Monthly Household Refuse Rate of \$37.64; the proposed Senior Household rate of \$30.97 effective on or about August 1, 2024, represents a savings of \$7.74 below the proposed Total Monthly Household Refuse Rate of \$38.71.

The subsidy program is not a rate discount off the Total Monthly Household Refuse Rate; rather, it is a General Fund subsidy that offsets the Total Monthly Household Refuse Rate currently charged to the households of non-senior residential refuse ratepayers. The General Fund subsidy is used to make full payment to Burrtec for refuse services provided to senior households. Staff recommends continuing the practice of providing a 20 percent discount off the monthly residential refuse rate for senior households.

Commercial Refuse Rates

Similar to the discussion for residential refuse rates, it is the City Attorney’s opinion that Proposition 218 requires a public hearing for commercial refuse rates.

The process related to conducting a Proposition 218 public hearing for commercial refuse rates is similar to the process followed for residential refuse rates.

Agreement No. 18-26 provides for annual adjustment of commercial refuse service rates by a percentage increase not to exceed the *All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area, All-Items Indexes, All Urban Consumers* for the previous 12 months ending in January.

Accordingly, the City Council is requested to:

1. Authorize noticing property owners of a Proposition 218 public hearing for Monday, August 19, 2024; and
2. Consider adopting Resolution No. 24-3441, establishing a proposed maximum five-year schedule of rates for commercial refuse services.

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

The proposed five-year schedule of commercial rates is based on the terms and conditions contained in Agreement No. 18-26.

Table 2, attached as **Appendix 1** to this report reflects a comparison of the current and proposed commercial rates requested by Burrtec. **Commercial refuse rates cannot exceed the applicable maximum Proposition 218 monthly rate caps previously established by the City Council.** If a proposed commercial rate increase exceeds the effective maximum allowable monthly rate cap for the applicable year, it would either be denied or a new Proposition 218 public hearing would be required.

Maximum commercial refuse rate caps approved through the Proposition 218 process are not an indication of actual monthly commercial refuse rates. The City of Montclair typically does not increase commercial refuse rates on an annual basis, and adjustments, when they do occur, usually fall below the maximum Proposition 218 rate cap for the applicable year and below authorized increases pursuant to Agreement No. 18-26.

For information purposes only as this is to be considered at the August 19, 2024 public hearing:

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

- *Service costs related to the provision of refuse services.* Service costs are subject to annual CPI adjustments pursuant to Agreement No. 18-26. Burrtec is requesting a 3.48 percent CPI adjustment for Commercial Rates.
- *Pass-through costs including a Greenwaste processing fee and/or the Landfill Disposal rate. Materials Recovery Facility Fee:* As indicated above, the MRF component is affected by (1) the volume of recyclables processed; (2) the amount of refuse (contamination) found in the recyclables; and (3) the market value of recycled commodities over the preceding 12 months.

Pursuant to AB 341, all cities in the state were required to reach a 75 percent landfill recovery rate by 2020. As such, the amount of recyclable commodities that Burrtec is able to collect and process has increased significantly as a result of state law. The recent growth in the volume of recyclables has produced a downward trend in commodity prices and currently foreign outlet have stopped accepting recyclables. The Disposal/Landfill rate for Commercial Bins and Roll-Offs is increasing from \$49.00 per ton to \$55.74 per ton and the Greenwaste rate is increasing from \$54.37 per ton to \$60.87 per ton.

- *Frequency Factor.* This component represents the number of times per week (or other designated period of days) that refuse is picked up for disposal. The

frequency factor provides ratepayers with a graduating discount rate based on the number of times of service per week.

- *Bin Size.* Bins are provided in the following sizes: 1.5 yards (0.3250 tons); 2.0 yards 0.4333 tons); 3.0 yards (0.6500 tons); 3.0 yards/greenwaste (1.3000 tons); 3.0 yards compacted (1.9500 tons); and 4.0 yards/compacted (2.600 tons). Additionally, 95 and 65 gallon barrels are available. Bin/Barrel size, Disposal/Landfill, and Greenwaste disposal rates determine the monthly cost for this component.
- *Franchise Fee.* The franchise fee is an assessment against Burrtec for the exclusive right to be the primary solid waste hauler for the City of Montclair, and consists of a 10 percent fee of gross revenue derived from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. There is no increase in this fee component.
- *Pavement Impact Fee.* The pavement impact fee is an assessment against Burrtec to compensate the City for damage done to pavement caused by heavy refuse disposal trucks owned and operated by Burrtec and their frequent and regular use of City roads. This rate component consists of a 3.5 percent fee of gross revenue from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. There is no increase in this fee component.
- *Recycling Fee.* The recycling fee is increasing from \$3.14 per cubic yard to \$3.96 per cubic yard. The new rate of \$3.96 per cubic yard would result in a monthly fee of \$51.48, based on a typical 3-Yard Bin Size, at a frequency rate of once per week.
- *Food Waste Bin.* Pursuant to SB 1383, all cities in the state are required to reach a 75 percent reduction in landfilled organic waste by 2025. Rates for food waste disposal were put in place in 2019. The collection rate for Commercial Food Waste Bins is increasing from \$94.75 per ton to \$106.08 per ton.
- *General Sanitation Fee.* The General Sanitation Fee remains at \$0.40 per yard, and is multiplied by the collection frequency per month for commercial refuse accounts. The General Sanitation Fee for commercial refuse accounts is designed to contribute toward the cost of general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. There is no increase in this fee component.

Elective Refuse Service Fees

Burrtec rates also include a category of elective refuse services for commercial ratepayers, for an additional cost.

Elective services include the following:

- ✓ Extra Bin Pickup
- ✓ Locking Containers
- ✓ Steam Cleaning
- ✓ Bulky Item Trip
- ✓ Bulky Item Pickup
- ✓ Relocation Fee of Roll-Off Containers Rental Fee
- ✓ Rental Fee

Elective Service Fees would only be charged to commercial accounts voluntarily agreeing to access available elective services.

Sewer Maintenance Rates

Chapter 9.20 of the Montclair Municipal Code provides for the design, construction, alteration, use, maintenance, and replacement of the City Sewer System and the collection of appropriate fees that provide for the maximum beneficial use of the City Sewer System, groundwater resources, effluent-receiving waterways, wastewater discharges, and improvements/maintenance of the sewer system.

Revenues to support the City's sewer infrastructure and Sewer Maintenance Program derive from the Equivalent Dwelling Unit (EDU)—a fee structure imposed by the Inland Empire Utilities Agency (IEUA) and the City of Montclair with various fee components that support sewage treatment and sewer maintenance. Montclair ratepayers currently pay \$33.47 per month per EDU—known as the "Total Monthly EDU Rate."

Components of the EDU fee structure include the following:

1. Sewage treatment: The treatment of sewage effluent flowing through the sewer system—provided by IEUA.
2. Sewer maintenance: The maintenance of the sewer system which collects and transports sewage for treatment—provided by the City of Montclair.
3. Infrastructure replacement/rehabilitation: Long-term replacement and rehabilitation of deteriorating sections of the City's sewer system—provided by the City of Montclair.
4. Effluent/Contamination maintenance: The maintenance of sewer line obstructions related to foreign substances in the sewer system. This is a new component for FY 2024/25.

The largest cost component of the current *Total Monthly EDU Rate* (\$23.39 per month per EDU) goes to the IEUA for sewage treatment-related costs. The remaining balance of \$10.08 per month per EDU goes to the City to pay for all Sewer Program services, personnel, capital outlay, infrastructure improvement and maintenance including the annual cleaning of each sewer line, the purchase of necessary equipment to perform maintenance, and the preparation and submission of various reports and studies to demonstrate compliance with regulatory requirements.

The City last conducted a public hearing to establish sewer rates in 2019. The maximum rates established at that time were for a five-year period, terminating in June 2023.

In 2023, IEUA adopted sewage treatment rates for a two-year period effective July 1, 2023, through June 30, 2025. The IEUA rate specified for Fiscal Year 2024–25 is \$24.79 per EDU.

Table 3 below shows current and proposed rates. The proposed rate caps are not necessarily the actual rates that will be recommended for adoption in later fiscal years. Part 1 Fees will be set at the amounts eventually adopted by the IEUA Board of Directors. Part 2 Fees will be determined each year based on previous years' expenditures and projected needs. Part 3 and Part 4 Fees will likely remain constant with increases only requested if staff determines an increase is warranted.

<u>Effective Date</u>	<u>Part 1 Fee</u>	<u>Part 2 Fee</u>	<u>Part 3 Fee</u>	<u>Part 4 Fee</u>	<u>Total</u>
Current	\$ 23.39	\$ 8.58	\$ 1.50	\$ -	\$ 33.47
Proposed:					
07/01/24	\$ 24.79	\$ 9.44	\$ 1.75	\$ 0.50	\$ 36.48
07/01/25	\$ 27.27	\$ 10.38	\$ 1.75	\$ 0.50	\$ 39.90
07/01/26	\$ 30.00	\$ 11.42	\$ 1.75	\$ 0.50	\$ 43.67
07/01/27	\$ 33.00	\$ 12.56	\$ 1.75	\$ 0.50	\$ 47.81
07/01/28	\$ 36.30	\$ 13.82	\$ 1.75	\$ 0.50	\$ 52.37

The proposed rates are maximum caps that cannot be exceeded without an additional Proposition 218 hearing and approval by the City Council.

Conclusion

Based on the above analysis, staff requests authorization to proceed and comply with Proposition 218 notification and public hearing requirements.

Current and proposed rates effective on or about August 1, 2024 and proposed five-year maximum rate caps for commercial and residential refuse services are contained in **Table 2**, attached as **Appendix 1** and maximum rate caps for sewer services are presented in **Table 3**, above.

Proposed refuse and sewer rate caps:

1. Comply with Proposition 218 notification/hearing requirements.
2. Proposed year-to-year rate caps typically reflect a 10 percent CPI adjustment over the previous year.

It is anticipated that the proposed maximum rate caps would avoid triggering Proposition 218 requirements during the proposed five-year schedule of maximum rates for refuse and sewer accounts.

To achieve full compliance with Proposition 218 notification and hearing requirements, approximately 8,300 notifications would be mailed to property owners, advising of the following:

1. Date of public hearing before the City Council
2. Maximum proposed rate caps
3. Computation formula
4. Proposed refuse and sewer rates effective on or about August 1, 2024

FISCAL IMPACT: Increasing maximum rate caps for residential and commercial refuse service would allow the City to meet its contractual obligations with Burrtec to apply CPI-related increases and other cost-related components without triggering Proposition 218 hearings each time a rate adjustment is considered; provided total rate adjustments do not exceed respective, maximum Proposition 218 rate caps for the applicable year in which they are proposed to go into effect.

Increasing maximum rate caps for sewer services would allow the City to meet its obligation to IEUA for sewage processing and provide for sewer system maintenance and replacement without triggering Proposition 218 hearings each time a rate adjustment is considered; provided total rate adjustments do not exceed respective, maximum Proposition 218 rate caps for the applicable year in which they are proposed to go into effect.

The cost to comply with Proposition 218 notification and hearing requirements is not expected to exceed \$12,000.

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

1. Adopt Resolution Nos. 24-3441 and 24-3442 establishing proposed schedules of total monthly rates for Refuse and Sewer Program services subject to the Proposition 218 notification, protest, and hearing process.
2. Authorize staff to send notices to property owners regarding a public hearing to consider proposed maximum monthly rate caps for sewer and solid waste disposal services, pursuant to the requirements of Proposition 218.
3. Set a Proposition 218 public hearing for Monday, August 19, 2024, at 7:00 p.m. in the City Council Chambers to consider establishing a five-year schedule of maximum monthly rate caps for refuse and sewer services and setting the rates for residential and commercial refuse services and sewer services to be effective August 1, 2024.
4. Authorize an allocation of up to \$12,000 from the Contingency Reserve Fund to mail property owners notices of a proposition 218 public hearing regarding establishing a five-year schedule of maximum monthly rate caps for refuse and sewer services.

Table 2
Maximum Proposed Monthly Refuse Rates

Residential						
<i>Service/Size/Pickup</i>	<i>Current</i>	<i>Effective July 1,</i>				
		<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
Household Rate	\$ 37.64	\$ 38.71	\$ 42.58	\$ 46.84	\$ 51.52	\$ 56.67
Extra Barrel - Refuse	\$ 6.56	\$ 6.79	\$ 7.47	\$ 8.22	\$ 9.04	\$ 9.94
Extra Barrel - Recycling	\$ 1.48	\$ 1.53	\$ 1.68	\$ 1.85	\$ 2.04	\$ 2.24
Extra Barrel - Green Waste	\$ 4.17	\$ 4.31	\$ 4.74	\$ 5.21	\$ 5.73	\$ 6.30
Extra Pick-Up - Res. Barrel	\$ 18.69	\$ 18.69	\$ 20.56	\$ 22.62	\$ 24.88	\$ 27.37
Bin 1.5/Frequency 1	\$ 148.59	\$ 151.26	\$ 166.39	\$ 183.03	\$ 201.33	\$ 221.46
Bin 1.5 Recycling (Extra)	\$ 79.41	\$ 85.29	\$ 93.82	\$ 103.20	\$ 113.52	\$ 124.87
Residential Mixed Organics - Stand Alone Rates						
Barrel - 35 Gal/Frequency 1	\$ -	\$ 35.29	\$ 38.82	\$ 42.70	\$ 46.97	\$ 51.67
Barrel - 35 Gal/Frequency 2	\$ -	\$ 57.74	\$ 63.51	\$ 69.86	\$ 76.85	\$ 84.54
Barrel - 35 Gal/Frequency 3	\$ -	\$ 75.99	\$ 83.59	\$ 91.95	\$ 101.15	\$ 111.27
Barrel - 35 Gal/Frequency 4	\$ -	\$ 94.60	\$ 104.06	\$ 114.47	\$ 125.92	\$ 138.51
Barrel - 35 Gal/Frequency 5	\$ -	\$ 121.23	\$ 133.35	\$ 146.69	\$ 161.36	\$ 177.50
Barrel - 35 Gal/Frequency 6	\$ -	\$ 131.26	\$ 144.39	\$ 158.83	\$ 174.71	\$ 192.18
Barrel - 65 Gal/Frequency 1	\$ -	\$ 36.67	\$ 40.34	\$ 44.37	\$ 48.81	\$ 53.69
Barrel - 65 Gal/Frequency 2	\$ -	\$ 60.37	\$ 66.41	\$ 73.05	\$ 80.36	\$ 88.40
Barrel - 65 Gal/Frequency 3	\$ -	\$ 79.90	\$ 87.89	\$ 96.68	\$ 106.35	\$ 116.99
Barrel - 65 Gal/Frequency 4	\$ -	\$ 99.79	\$ 109.77	\$ 120.75	\$ 132.83	\$ 146.11
Barrel - 65 Gal/Frequency 5	\$ -	\$ 127.69	\$ 140.46	\$ 154.51	\$ 169.96	\$ 186.96
Barrel - 65 Gal/Frequency 6	\$ -	\$ 139.00	\$ 152.90	\$ 168.19	\$ 185.01	\$ 203.51
Barrel - 95 Gal/Frequency 1	\$ -	\$ 38.04	\$ 41.84	\$ 46.02	\$ 50.62	\$ 55.68
Barrel - 95 Gal/Frequency 2	\$ -	\$ 63.01	\$ 69.31	\$ 76.24	\$ 83.86	\$ 92.25
Barrel - 95 Gal/Frequency 3	\$ -	\$ 83.81	\$ 92.19	\$ 101.41	\$ 111.55	\$ 122.71
Barrel - 95 Gal/Frequency 4	\$ -	\$ 104.97	\$ 115.47	\$ 127.02	\$ 139.72	\$ 153.69
Barrel - 95 Gal/Frequency 5	\$ -	\$ 134.14	\$ 147.55	\$ 162.31	\$ 178.54	\$ 196.39
Barrel - 95 Gal/Frequency 6	\$ -	\$ 146.73	\$ 161.40	\$ 177.54	\$ 195.29	\$ 214.82
Commercial						
<i>Service/Size/Pickup</i>	<i>Current</i>	<i>Effective July 1,</i>				
		<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
Multifamily Commercial:						
Barrel	\$ 41.60	\$ 40.75	\$ 44.83	\$ 49.31	\$ 54.24	\$ 59.66
Bin 1.5/Frequency 1	\$ 161.99	\$ 163.84	\$ 180.22	\$ 198.24	\$ 218.06	\$ 239.87
Bin 1.5/Frequency 2	\$ 307.22	\$ 311.09	\$ 342.20	\$ 376.42	\$ 414.06	\$ 455.47
Bin 1.5/Frequency 3	\$ 452.16	\$ 458.93	\$ 504.82	\$ 555.30	\$ 610.83	\$ 671.91
Bin 2.0/Frequency 1	\$ 192.40	\$ 195.66	\$ 215.23	\$ 236.75	\$ 260.43	\$ 286.47
Bin 2.0/Frequency 2	\$ 358.38	\$ 367.59	\$ 404.35	\$ 444.79	\$ 489.27	\$ 538.20
Bin 2.0/Frequency 3	\$ 525.08	\$ 540.01	\$ 594.01	\$ 653.41	\$ 718.75	\$ 790.63
Bin 3.0/Frequency 1	\$ 275.00	\$ 280.40	\$ 308.44	\$ 339.28	\$ 373.21	\$ 410.53
Bin 3.0/Frequency 2	\$ 484.08	\$ 502.07	\$ 552.28	\$ 607.51	\$ 668.26	\$ 735.09
Bin 3.0/Frequency 3	\$ 694.12	\$ 723.24	\$ 795.56	\$ 875.12	\$ 962.63	\$1,058.89
Bin 3.0/Frequency 4	\$ 903.77	\$ 944.34	\$1,038.77	\$1,142.65	\$1,256.92	\$1,382.61
Bin 3.0/Frequency 5	\$1,113.77	\$1,165.48	\$1,282.03	\$1,410.23	\$1,551.25	\$1,706.38
Bin 3.0/Frequency 6	\$1,323.78	\$1,387.17	\$1,525.89	\$1,678.48	\$1,846.33	\$2,030.96

Table 2 (Continued)

Maximum Proposed Monthly Refuse Rates

Commercial						
Service/Size/Pickup	Current	Effective July 1,				
		2024	2025	2026	2027	2028
Mult i-Family Mixed Organics - Stand Alone Rates						
Barrel - 35 Gal/Frequency 1	\$ -	\$ 35.29	\$ 38.82	\$ 42.70	\$ 46.97	\$ 51.67
Barrel - 35 Gal/Frequency 2	\$ -	\$ 57.74	\$ 63.51	\$ 69.86	\$ 76.85	\$ 84.54
Barrel - 35 Gal/Frequency 3	\$ -	\$ 75.99	\$ 83.59	\$ 91.95	\$ 101.15	\$ 111.27
Barrel - 35 Gal/Frequency 4	\$ -	\$ 94.60	\$ 104.06	\$ 114.47	\$ 125.92	\$ 138.51
Barrel - 35 Gal/Frequency 5	\$ -	\$ 121.23	\$ 133.35	\$ 146.69	\$ 161.36	\$ 177.50
Barrel - 35 Gal/Frequency 6	\$ -	\$ 131.26	\$ 144.39	\$ 158.83	\$ 174.71	\$ 192.18
Barrel - 65 Gal/Frequency 1	\$ -	\$ 36.67	\$ 40.34	\$ 44.37	\$ 48.81	\$ 53.69
Barrel - 65 Gal/Frequency 2	\$ -	\$ 60.37	\$ 66.41	\$ 73.05	\$ 80.36	\$ 88.40
Barrel - 65 Gal/Frequency 3	\$ -	\$ 79.90	\$ 87.89	\$ 96.68	\$ 106.35	\$ 116.99
Barrel - 65 Gal/Frequency 4	\$ -	\$ 99.79	\$ 109.77	\$ 120.75	\$ 132.83	\$ 146.11
Barrel - 65 Gal/Frequency 5	\$ -	\$ 127.69	\$ 140.46	\$ 154.51	\$ 169.96	\$ 186.96
Barrel - 65 Gal/Frequency 6	\$ -	\$ 139.00	\$ 152.90	\$ 168.19	\$ 185.01	\$ 203.51
Barrel - 95 Gal/Frequency 1	\$ -	\$ 38.04	\$ 41.84	\$ 46.02	\$ 50.62	\$ 55.68
Barrel - 95 Gal/Frequency 2	\$ -	\$ 63.01	\$ 69.31	\$ 76.24	\$ 83.86	\$ 92.25
Barrel - 95 Gal/Frequency 3	\$ -	\$ 83.81	\$ 92.19	\$ 101.41	\$ 111.55	\$ 122.71
Barrel - 95 Gal/Frequency 4	\$ -	\$ 104.97	\$ 115.47	\$ 127.02	\$ 139.72	\$ 153.69
Barrel - 95 Gal/Frequency 5	\$ -	\$ 134.14	\$ 147.55	\$ 162.31	\$ 178.54	\$ 196.39
Barrel - 95 Gal/Frequency 6	\$ -	\$ 146.73	\$ 161.40	\$ 177.54	\$ 195.29	\$ 214.82
Commercial with Recycling:						
Barrel - 95 Gal/Frequency 1	\$ 43.64	\$ 48.80	\$ 53.68	\$ 59.05	\$ 64.96	\$ 71.46
Barrel - 95 Gal/Frequency 2	\$ 74.39	\$ 85.75	\$ 94.33	\$ 103.76	\$ 114.14	\$ 125.55
Barrel - 95 Gal/Frequency 3	\$ 105.51	\$ 122.74	\$ 135.01	\$ 148.51	\$ 163.36	\$ 179.70
Barrel - 95 Gal/Frequency 4	\$ 136.61	\$ 159.71	\$ 175.68	\$ 193.25	\$ 212.58	\$ 233.84
Barrel - 95 Gal/Frequency 5	\$ 167.69	\$ 196.67	\$ 216.34	\$ 237.97	\$ 261.77	\$ 287.95
Barrel - 95 Gal/Frequency 6	\$ 198.79	\$ 233.65	\$ 257.02	\$ 282.72	\$ 310.99	\$ 342.09
Bin 1.5/Frequency 1	\$ 155.09	\$ 159.96	\$ 175.96	\$ 193.56	\$ 212.92	\$ 234.21
Bin 1.5/Frequency 2	\$ 292.09	\$ 302.46	\$ 332.71	\$ 365.98	\$ 402.58	\$ 442.84
Bin 1.5/Frequency 3	\$ 432.06	\$ 447.82	\$ 492.60	\$ 541.86	\$ 596.05	\$ 655.66
Bin 1.5/Frequency 4	\$ 555.16	\$ 580.95	\$ 639.05	\$ 702.96	\$ 773.26	\$ 850.59
Bin 1.5/Frequency 5	\$ 680.82	\$ 713.49	\$ 784.84	\$ 863.32	\$ 949.65	\$1,044.62
Bin 1.5/Frequency 6	\$ 806.61	\$ 846.08	\$ 930.69	\$1,023.76	\$1,126.14	\$1,238.75
Bin 2.0/Frequency 1	\$ 183.34	\$ 190.69	\$ 209.76	\$ 230.74	\$ 253.81	\$ 279.19
Bin 2.0/Frequency 2	\$ 342.43	\$ 358.14	\$ 393.95	\$ 433.35	\$ 476.69	\$ 524.36
Bin 2.0/Frequency 3	\$ 501.08	\$ 525.59	\$ 578.15	\$ 635.97	\$ 699.57	\$ 769.53
Bin 2.0/Frequency 4	\$ 645.68	\$ 683.04	\$ 751.34	\$ 826.47	\$ 909.12	\$1,000.03
Bin 2.0/Frequency 5	\$ 793.87	\$ 840.98	\$ 925.08	\$1,017.59	\$1,119.35	\$1,231.29
Bin 2.0/Frequency 6	\$ 942.10	\$ 998.99	\$1,098.89	\$1,208.78	\$1,329.66	\$1,462.63
Bin 3.0/Frequency 1	\$ 261.78	\$ 273.18	\$ 300.50	\$ 330.55	\$ 363.61	\$ 399.97
Bin 3.0/Frequency 2	\$ 460.08	\$ 487.65	\$ 536.42	\$ 590.06	\$ 649.07	\$ 713.98
Bin 3.0/Frequency 3	\$ 657.78	\$ 701.57	\$ 771.73	\$ 848.90	\$ 933.79	\$1,027.17
Bin 3.0/Frequency 4	\$ 855.65	\$ 915.51	\$1,007.06	\$1,107.77	\$1,218.55	\$1,340.41
Bin 3.0/Frequency 5	\$1,053.44	\$1,129.39	\$1,242.33	\$1,366.56	\$1,503.22	\$1,653.54
Bin 3.0/Frequency 6	\$1,251.69	\$1,343.93	\$1,478.32	\$1,626.15	\$1,788.77	\$1,967.65

Table 2 (Continued)

Maximum Proposed Monthly Refuse Rates

Commercial						
Service/Size/Pickup	Current	Effective July 1,				
		2024	2025	2026	2027	2028
Commercial Greenwaste:						
Barrel - 95 Gal/Frequency 1	\$ 44.28	\$ 46.79	\$ 51.47	\$ 56.62	\$ 62.28	\$ 68.51
Barrel - 95 Gal/Frequency 2	\$ 75.40	\$ 79.91	\$ 87.90	\$ 96.69	\$ 106.36	\$ 117.00
Barrel - 95 Gal/Frequency 3	\$ 103.03	\$ 109.46	\$ 120.41	\$ 132.45	\$ 145.70	\$ 160.27
Barrel - 95 Gal/Frequency 4	\$ 130.45	\$ 138.76	\$ 152.64	\$ 167.90	\$ 184.69	\$ 203.16
Barrel - 95 Gal/Frequency 5	\$ 166.17	\$ 176.69	\$ 194.36	\$ 213.80	\$ 235.18	\$ 258.70
Barrel - 95 Gal/Frequency 6	\$ 185.84	\$ 198.03	\$ 217.83	\$ 239.61	\$ 263.57	\$ 289.93
Bin 3.0/Frequency 1	\$ 212.02	\$ 210.94	\$ 232.03	\$ 255.23	\$ 280.75	\$ 308.83
Bin 3.0/Frequency 2	\$ 362.64	\$ 362.61	\$ 398.87	\$ 438.76	\$ 482.64	\$ 530.90
Bin 3.0/Frequency 3	\$ 513.32	\$ 514.34	\$ 565.77	\$ 622.35	\$ 684.59	\$ 753.05
Bin 3.0/Frequency 4	\$ 663.91	\$ 666.00	\$ 732.60	\$ 805.86	\$ 886.45	\$ 975.10
Bin 3.0/Frequency 5	\$ 814.58	\$ 817.68	\$ 899.45	\$ 989.40	\$1,088.34	\$1,197.17
Bin 3.0/Frequency 6	\$ 965.20	\$ 969.38	\$1,066.32	\$1,172.95	\$1,290.25	\$1,419.28
Commercial Compacted:						
Bin 3.0/Frequency 1	\$ 301.38	\$ 345.62	\$ 380.18	\$ 418.20	\$ 460.02	\$ 506.02
Bin 3.0/Frequency 2	\$ 541.95	\$ 632.50	\$ 695.75	\$ 765.33	\$ 841.86	\$ 926.05
Bin 3.0/Frequency 3	\$ 781.98	\$ 918.99	\$1,010.89	\$1,111.98	\$1,223.18	\$1,345.50
Bin 3.0/Frequency 4	\$1,021.88	\$1,205.19	\$1,325.71	\$1,458.28	\$1,604.11	\$1,764.52
Bin 3.0/Frequency 5	\$1,261.88	\$1,491.56	\$1,640.72	\$1,804.79	\$1,985.27	\$2,183.80
Bin 3.0/Frequency 6	\$1,502.46	\$1,778.46	\$1,956.31	\$2,151.94	\$2,367.13	\$2,603.84
Bin 4.0/Frequency 3	\$1,038.08	\$1,220.82	\$1,342.90	\$1,477.19	\$1,624.91	\$1,787.40
Commercial Recycling (Ext ra):						
Barrel - 65 Gal/Frequency 1	\$ -	\$ 35.90	\$ 39.49	\$ 43.44	\$ 47.78	\$ 52.56
Bin 1.5/Frequency 1	\$ 92.46	\$ 97.87	\$ 107.66	\$ 118.43	\$ 130.27	\$ 143.30
Bin 1.5/Frequency 2	\$ 169.36	\$ 179.76	\$ 197.74	\$ 217.51	\$ 239.26	\$ 263.19
Bin 1.5/Frequency 3	\$ 245.24	\$ 261.63	\$ 287.79	\$ 316.57	\$ 348.23	\$ 383.05
Bin 2.0/Frequency 1	\$ 100.39	\$ 107.75	\$ 118.53	\$ 130.38	\$ 143.42	\$ 157.76
Bin 2.0/Frequency 2	\$ 176.15	\$ 192.27	\$ 211.50	\$ 232.65	\$ 255.92	\$ 281.51
Bin 2.0/Frequency 3	\$ 252.45	\$ 276.78	\$ 304.46	\$ 334.91	\$ 368.40	\$ 405.24
Bin 3.0/Frequency 1	\$ 137.55	\$ 149.04	\$ 163.94	\$ 180.33	\$ 198.36	\$ 218.20
Bin 3.0/Frequency 2	\$ 213.14	\$ 238.84	\$ 262.72	\$ 288.99	\$ 317.89	\$ 349.68
Bin 3.0/Frequency 3	\$ 289.36	\$ 328.66	\$ 361.53	\$ 397.68	\$ 437.45	\$ 481.20
Bin 3.0/Frequency 4	\$ 364.94	\$ 418.43	\$ 460.27	\$ 506.30	\$ 556.93	\$ 612.62
Bin 3.0/Frequency 5	\$ 441.09	\$ 508.21	\$ 559.03	\$ 614.93	\$ 676.42	\$ 744.06
Bin 3.0/Frequency 6	\$ 516.72	\$ 598.02	\$ 657.82	\$ 723.60	\$ 795.96	\$ 875.56
Commercial Food Waste						
Barrel - 35 Gal/Frequency 1	\$ 53.21	\$ 56.71	\$ 62.38	\$ 68.62	\$ 75.48	\$ 83.03
Barrel - 35 Gal/Frequency 2	\$ 93.98	\$ 100.56	\$ 110.62	\$ 121.68	\$ 133.85	\$ 147.24
Barrel - 35 Gal/Frequency 3	\$ 130.72	\$ 140.23	\$ 154.25	\$ 169.68	\$ 186.65	\$ 205.32
Barrel - 35 Gal/Frequency 4	\$ 167.80	\$ 180.24	\$ 198.26	\$ 218.09	\$ 239.90	\$ 263.89
Barrel - 35 Gal/Frequency 5	\$ 212.63	\$ 228.29	\$ 251.12	\$ 276.23	\$ 303.85	\$ 334.24
Barrel - 35 Gal/Frequency 6	\$ 241.43	\$ 259.72	\$ 285.69	\$ 314.26	\$ 345.69	\$ 380.26
Barrel - 65 Gal/Frequency 1	\$ 78.69	\$ 76.43	\$ 84.07	\$ 92.48	\$ 101.73	\$ 111.90

Table 2 (Continued)
Maximum Proposed Monthly Refuse Rates

Commercial						
<i>Service/Size/Pickup</i>	<i>Current</i>	<i>Effective July 1,</i>				
		<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
Commercial Food Waste (Continued)						
Barrel - 65 Gal/Frequency 2	\$ 143.98	\$ 139.89	\$ 153.88	\$ 169.27	\$ 186.20	\$ 204.82
Barrel - 65 Gal/Frequency 3	\$ 204.94	\$ 199.19	\$ 219.11	\$ 241.02	\$ 265.12	\$ 291.63
Barrel - 65 Gal/Frequency 4	\$ 266.24	\$ 258.84	\$ 284.72	\$ 313.19	\$ 344.51	\$ 378.96
Barrel - 65 Gal/Frequency 5	\$ 335.87	\$ 326.50	\$ 359.15	\$ 395.07	\$ 434.58	\$ 478.04
Barrel - 65 Gal/Frequency 6	\$ 388.36	\$ 377.57	\$ 415.33	\$ 456.86	\$ 502.55	\$ 552.81
Bin 2.0/Frequency 1	\$ 285.47	\$ 273.26	\$ 300.59	\$ 330.65	\$ 363.72	\$ 400.09
Bin 2.0/Frequency 2	\$ 520.16	\$ 497.37	\$ 547.11	\$ 601.82	\$ 662.00	\$ 728.20
Bin 2.0/Frequency 3	\$ 738.48	\$ 705.65	\$ 776.22	\$ 853.84	\$ 939.22	\$1,033.14
Bin 2.0/Frequency 4	\$ 958.32	\$ 915.39	\$1,006.93	\$1,107.62	\$1,218.38	\$1,340.22
Bin 2.0/Frequency 5	\$1,209.44	\$1,155.40	\$1,270.94	\$1,398.03	\$1,537.83	\$1,691.61
Bin 2.0/Frequency 6	\$1,395.61	\$1,332.53	\$1,465.78	\$1,612.36	\$1,773.60	\$1,950.96
Commercial Permanent Roll-Off:						
6 Tons - 40 CY	\$ 494.88	\$ 535.13	\$ 588.64	\$ 647.50	\$ 712.25	\$ 783.48
8 Tons - 10/20/40 CY	\$ 590.11	\$ 646.61	\$ 711.27	\$ 782.40	\$ 860.64	\$ 946.70
Commercial Temporary Roll-Off:						
6 Tons - 40 CY	\$ 522.64	\$ 561.91	\$ 618.10	\$ 679.91	\$ 747.90	\$ 822.69
8 Tons - 10/20/40 CY	\$ 627.10	\$ 682.33	\$ 750.56	\$ 825.62	\$ 908.18	\$ 999.00
Commercial Recycling Roll-Off:						
6 Tons - 40 CY	\$ 197.84	\$ 195.01	\$ 214.51	\$ 235.96	\$ 259.56	\$ 285.52
8 Tons - 10/20/40 CY	\$ 197.84	\$ 195.01	\$ 214.51	\$ 235.96	\$ 259.56	\$ 285.52
Commercial Extra Services:						
Extra Pickup - Commercial Barrel	\$ 31.10	\$ 31.10	\$ 34.21	\$ 37.63	\$ 41.39	\$ 45.53
Extra Pickup - Commercial Bin	\$ 51.85	\$ 51.85	\$ 57.04	\$ 62.74	\$ 69.01	\$ 75.91
Extra Pickup - MultiFamily Bin	\$ 54.67	\$ 54.67	\$ 60.14	\$ 66.15	\$ 72.77	\$ 80.05
Extra Pickup - Compact Bin	\$ 124.65	\$ 124.65	\$ 137.12	\$ 150.83	\$ 165.91	\$ 182.50
Extra Pickup - Green Waste Bin	\$ 84.46	\$ 84.46	\$ 92.91	\$ 102.20	\$ 112.42	\$ 123.66
Extra Pickup - Food Waste Barrel	\$ 29.09	\$ 29.08	\$ 31.99	\$ 35.19	\$ 38.71	\$ 42.58
Extra Pickup - Food Waste Bin	\$ 107.48	\$ 107.48	\$ 118.23	\$ 130.05	\$ 143.06	\$ 157.37
Locking Container	\$ 7.87	\$ 7.87	\$ 8.66	\$ 9.53	\$ 10.48	\$ 11.53
Steam Cleaning (Compactors)	\$ 107.36	\$ 107.36	\$ 118.10	\$ 129.91	\$ 142.90	\$ 157.19
Bulky Item Trip Fee	\$ 50.09	\$ 50.09	\$ 55.10	\$ 60.61	\$ 66.67	\$ 73.34
Bulky Item Fee (each item)	\$ 14.30	\$ 14.30	\$ 15.73	\$ 17.30	\$ 19.03	\$ 20.93
Relocation Fee (Roll-Off)	\$ 107.36	\$ 107.36	\$ 118.10	\$ 129.91	\$ 142.90	\$ 157.19
Tilthopper	\$ 31.10	\$ 31.10	\$ 34.21	\$ 37.63	\$ 41.39	\$ 45.53
Liner Roll Off	\$ 137.74	\$ 142.52	\$ 156.77	\$ 172.45	\$ 189.70	\$ 208.67
Rental Fee (per day)	\$ 28.89	\$ 28.89	\$ 31.78	\$ 34.96	\$ 38.46	\$ 42.31
Scout Service	\$ 52.88	\$ 52.88	\$ 58.17	\$ 63.99	\$ 70.39	\$ 77.43
Contamination Fee	\$ -	\$ 60.90	\$ 66.99	\$ 73.69	\$ 81.06	\$ 89.17

RESOLUTION NO. 24-3441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ESTABLISHING PROPOSED SCHEDULES OF TOTAL MONTHLY RATES FOR REFUSE SERVICES, SUBJECT TO THE PROPOSITION 218 NOTIFICATION, PROTEST, AND PUBLIC HEARING PROCESS AND IN COMPLIANCE WITH THAT PROCESS DIRECTING THAT NOTICE THERETO BE PROVIDED TO PROPERTY OWNERS OF RECORD UPON WHICH PROPOSED FEES WOULD BE IMPOSED AND FURTHER DIRECTING THAT A PUBLIC HEARING ON SUCH PROPOSED FEES SHALL BE SET FOR AUGUST 19, 2024, AT 7:00 P.M. IN THE MONTCLAIR CITY COUNCIL CHAMBERS

WHEREAS, Article XIID, Section 6(a) of the State Constitution (Proposition 218), passed by the voters of California on November 5, 1996, requires municipalities to give detailed written notice to the owners of parcels upon which proposed water-, refuse-, and/or sewer-related fees or charges are to be applied; and

WHEREAS, on July 24, 2006, the California Supreme Court published its decision on *Bighorn-Desert View Water Agency v. Beringson*, addressing the property-related fee provisions of Proposition 218, and concluding that in relation to water-, refuse-, and sewer-related services where the rates for such services are set by a government agency, such "property-related" fees are subject to the public hearing requirements of Proposition 218; and

WHEREAS, Proposition 218 requires that a public hearing shall be conducted not less than 45 days after the mailing of a notice of a public hearing on property-related fee adjustments to the record owners of each identified parcel upon which the fee is proposed for imposition; and

WHEREAS, the Notice of Public Hearing shall include the amount of the fee to be imposed, the basis upon which the fee was calculated, the reason for the fee, together with the date, time, and location of the public hearing, and that the City Council of the City of Montclair hereby gives its consent to provide notice thereto; and

WHEREAS, such notice is attached hereto and by its reference is incorporated into the sum and parts of this Resolution and is approved by the City Council of the City of Montclair for mailing to the property owners of record upon which the proposed fees would be imposed; and

WHEREAS, if written protests against proposed property-related fees are presented by a majority of the property owners of record upon which the proposed fees would be imposed, the fee adjustment shall not be implemented; and

WHEREAS, if a majority protest is not received from the property owners of record upon which the proposed fees would be imposed, the proposed fees shall go into effect without further action, except that schedules of such fees shall first be adopted by Resolution of the Montclair City Council; and

WHEREAS, written protests can be provided to the City in advance and up to the date and time set for a public hearing; and

WHEREAS, a fee shall not be extended, imposed, or increased unless it meets each of the following requirements:

1. Revenues derived shall not exceed the funds required to provide the property-related service.
2. Revenues derived shall not be used for any purpose other than that for which the fee is imposed.
3. The fee imposed shall not exceed the proportional cost of the service.
4. No fee may be imposed unless the service is actually used by, or immediately available to, the owner of the property.
5. No fee may be imposed for general governmental services such as police, fire, ambulance, or library services where the service is available to the public at large in substantially the same manner as it is to property owners.

WHEREAS, Title 6, Chapter 6.16 of the Montclair Municipal Code establishes a mandatory Refuse Collection Program and a process for the collection of service fees related thereto; and

WHEREAS, effective January 1, 2023, the City Council raised the *Total Monthly Refuse Rate* to \$37.64 per month per nonsenior household—which was below the City's maximum authorization for refuse rates under Proposition 218; and \$261.78 per month for commercial accounts with at 3.0 yard bin and 1 pickup per week (majority of commercial customer service level); and

WHEREAS, the *Total Monthly Refuse Rate* consists of various rate components including the refuse service rate, disposal rate, landfill rate, recycling rate, greenwaste rate, household hazardous waste rate, general sanitation fee, franchise fee and administrative rate; and

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

WHEREAS, the fiscal viability of the City's General Fund would be required to continue sharing a significant and growing responsibility for operating the Refuse Program; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby establishes the following justification(s), rate calculation methodologies, and proposed schedule of rates for refuse services for the period July 1, 2024, through July 1, 2028, and that such rates shall be imposed on all record owners/rate payers of each identified parcel in the City of Montclair, subject to the Proposition 218 notification, protest, and hearing process:

Justification(s) and Rate Calculation Methodologies: The proposed justification(s) and rate calculation methodologies for each property owner's bimonthly bill for refuse services are as follows: Pursuant to the terms of the City's franchise service agreement with Burrtec (Agreement No. 18-26 and subsequent amendments thereto), refuse service rates are subject to annual percentage increases not to exceed the All Cities Consumer Price Index (CPI) for the *Los Angeles-Riverside-Orange Co. area, All-Items Indexes, All Urban Consumers, for the year ending in January*. The CPI fluctuates from year to year, making it an unstable predictor for rate adjustments; but long-term historic patterns can be used as reliable predictors—these patterns produce averages that, when calculated over specified consecutive periods of years, are typically at or below 5 percent. The City's formula for annually adjusting the *Total Monthly Refuse Rate* is based on the CPI; therefore, projected annual rate increases cannot be predicted precisely. However, based on historic patterns, the City can project that when applied over the next five years (July 1, 2024, through July 1, 2028), the average for rate adjustments would not likely exceed 10 percent per year. Accordingly, and except for the July 1, 2024, proposed rate adjustment, an annual CPI of 10 percent is the methodology used to project annual rate increases for the *Total Monthly Refuse Rate*.

Based on this analysis and justifications contained in other relevant sections of this Resolution, the City Council proposes an initial adjustment for August 1, 2024, that increases to residential refuse so that the *Total Monthly Refuse Rate* is \$38.71—the actual cost to the City to provide residential refuse services. The senior household rate would be adjusted to \$30.97—20 percent less than the proposed nonsenior household rate of \$38.71. Commercial refuse vary by bin size and frequency of collection and those also would be increased to the amounts present in **Table 2** of Appendix 1 attached hereto—the actual cost to the City to provide commercial refuse services. The August 1, 2024, rate adjustment would be followed by annual rate increases over a 5-year period not to exceed 10 percent annually. State law (Section 53753.5 of the Government Code) provides that, under Proposition 218, property-related fees can be adjusted on an annual basis provided the formula for adjusting rates does not change or does not change in a way that would otherwise impose future increases that are higher than the fee formula contained herein would allow; accordingly, annual rate adjustments may continue indefinitely under the methodology contained herein.

Table 1 indicates the current *Total Monthly Refuse Rate* charged in the City of Montclair.

Table 1
Current Monthly Refuse Rates

<i>Fee Components</i>	<i>Residential</i>	<i>Commercial *</i>
Refuse Service Rate	\$16.70	\$113.47
Disposal/Recycling/Landfill Fees	\$10.73	\$106.51
2022 Catch-up Fee	\$2.85	\$11.61
SBI 383 Compliance Fee	N/A	\$4.94
Total Cost of Services-Burrtec	\$30.28	\$236.53
General Sanitation Fee	\$2.82	\$5.20
Franchise Fee	N/A	\$14.85
Administrative/Pavement Impact Fee	\$3.99	\$5.20
Household Hazardous Waste Fee	\$0.55	N/A
Total Monthly Cost	\$37.64	\$261.78

* Commercial rates vary by size of bins and frequency of collection. The majority of service levels in the City are for 3.0 yard bins collected once per week. The rates shown above reflect that service level; however, all service levels are shown in **Table 2**.

Table 2 of Appendix 1 attached hereto indicates the City of Montclair's current and proposed rates as well as the *Maximum Total Monthly Refuse Rate* for the period from July 1, 2024, through July 1, 2028, and attached hereto and is incorporated into the sum and parts of this Resolution.

BE IT FURTHER RESOLVED that all proposed *Total Monthly Refuse Rates* are approximate. Actual *Total Monthly Refuse Rate* charges for each year will not be higher than the proposed rates, as indicated. In the event that rates higher than those proposed are required to meet program needs, the City is required to reconduct the Proposition 218 notification, protest, and hearing process. Fees imposed do not exceed the proportional cost of the service attributable to each affected parcel, and revenues derived are not expected to exceed the cost of service.

BE IT FURTHER RESOLVED that in the event a majority protest of property owners against the proposed schedule of rates for Refuse services fail(s), such rate schedule(s) shall be effective immediately after the Proposition 218 public hearing and upon approval by the Montclair City Council, by Resolution, prior to implementation.

BE IT FINALLY RESOLVED that the City Council of the City of Montclair hereby sets a public hearing for Monday, August 19, 2024, at 7:00 p.m., in the Montclair City Council Chambers to provide interested parties, including property owners, an opportunity to provide oral or written protests to the schedule of Refuse Program rates and that only those protests submitted in writing shall be counted.

APPROVED AND ADOPTED this XX day of XX, 2024.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3441 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, 2024, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

Table 2
Maximum Proposed Monthly Refuse Rates

Residential						
<i>Service/Size/Pickup</i>	<i>Current</i>	<i>Effective July 1,</i>				
		<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
Household Rate	\$ 37.64	\$ 38.71	\$ 42.58	\$ 46.84	\$ 51.52	\$ 56.67
Extra Barrel - Refuse	\$ 6.56	\$ 6.79	\$ 7.47	\$ 8.22	\$ 9.04	\$ 9.94
Extra Barrel - Recycling	\$ 1.48	\$ 1.53	\$ 1.68	\$ 1.85	\$ 2.04	\$ 2.24
Extra Barrel - Green Waste	\$ 4.17	\$ 4.31	\$ 4.74	\$ 5.21	\$ 5.73	\$ 6.30
Extra Pick-Up - Res. Barrel	\$ 18.69	\$ 18.69	\$ 20.56	\$ 22.62	\$ 24.88	\$ 27.37
Bin 1.5/Frequency 1	\$ 148.59	\$ 151.26	\$ 166.39	\$ 183.03	\$ 201.33	\$ 221.46
Bin 1.5 Recycling (Extra)	\$ 79.41	\$ 85.29	\$ 93.82	\$ 103.20	\$ 113.52	\$ 124.87
Residential Mixed Organics - Stand Alone Rates						
Barrel - 35 Gal/Frequency 1	\$ -	\$ 35.29	\$ 38.82	\$ 42.70	\$ 46.97	\$ 51.67
Barrel - 35 Gal/Frequency 2	\$ -	\$ 57.74	\$ 63.51	\$ 69.86	\$ 76.85	\$ 84.54
Barrel - 35 Gal/Frequency 3	\$ -	\$ 75.99	\$ 83.59	\$ 91.95	\$ 101.15	\$ 111.27
Barrel - 35 Gal/Frequency 4	\$ -	\$ 94.60	\$ 104.06	\$ 114.47	\$ 125.92	\$ 138.51
Barrel - 35 Gal/Frequency 5	\$ -	\$ 121.23	\$ 133.35	\$ 146.69	\$ 161.36	\$ 177.50
Barrel - 35 Gal/Frequency 6	\$ -	\$ 131.26	\$ 144.39	\$ 158.83	\$ 174.71	\$ 192.18
Barrel - 65 Gal/Frequency 1	\$ -	\$ 36.67	\$ 40.34	\$ 44.37	\$ 48.81	\$ 53.69
Barrel - 65 Gal/Frequency 2	\$ -	\$ 60.37	\$ 66.41	\$ 73.05	\$ 80.36	\$ 88.40
Barrel - 65 Gal/Frequency 3	\$ -	\$ 79.90	\$ 87.89	\$ 96.68	\$ 106.35	\$ 116.99
Barrel - 65 Gal/Frequency 4	\$ -	\$ 99.79	\$ 109.77	\$ 120.75	\$ 132.83	\$ 146.11
Barrel - 65 Gal/Frequency 5	\$ -	\$ 127.69	\$ 140.46	\$ 154.51	\$ 169.96	\$ 186.96
Barrel - 65 Gal/Frequency 6	\$ -	\$ 139.00	\$ 152.90	\$ 168.19	\$ 185.01	\$ 203.51
Barrel - 95 Gal/Frequency 1	\$ -	\$ 38.04	\$ 41.84	\$ 46.02	\$ 50.62	\$ 55.68
Barrel - 95 Gal/Frequency 2	\$ -	\$ 63.01	\$ 69.31	\$ 76.24	\$ 83.86	\$ 92.25
Barrel - 95 Gal/Frequency 3	\$ -	\$ 83.81	\$ 92.19	\$ 101.41	\$ 111.55	\$ 122.71
Barrel - 95 Gal/Frequency 4	\$ -	\$ 104.97	\$ 115.47	\$ 127.02	\$ 139.72	\$ 153.69
Barrel - 95 Gal/Frequency 5	\$ -	\$ 134.14	\$ 147.55	\$ 162.31	\$ 178.54	\$ 196.39
Barrel - 95 Gal/Frequency 6	\$ -	\$ 146.73	\$ 161.40	\$ 177.54	\$ 195.29	\$ 214.82
Commercial						
<i>Service/Size/Pickup</i>	<i>Current</i>	<i>Effective July 1,</i>				
		<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
Multifamily Commercial:						
Barrel	\$ 41.60	\$ 40.75	\$ 44.83	\$ 49.31	\$ 54.24	\$ 59.66
Bin 1.5/Frequency 1	\$ 161.99	\$ 163.84	\$ 180.22	\$ 198.24	\$ 218.06	\$ 239.87
Bin 1.5/Frequency 2	\$ 307.22	\$ 311.09	\$ 342.20	\$ 376.42	\$ 414.06	\$ 455.47
Bin 1.5/Frequency 3	\$ 452.16	\$ 458.93	\$ 504.82	\$ 555.30	\$ 610.83	\$ 671.91
Bin 2.0/Frequency 1	\$ 192.40	\$ 195.66	\$ 215.23	\$ 236.75	\$ 260.43	\$ 286.47
Bin 2.0/Frequency 2	\$ 358.38	\$ 367.59	\$ 404.35	\$ 444.79	\$ 489.27	\$ 538.20
Bin 2.0/Frequency 3	\$ 525.08	\$ 540.01	\$ 594.01	\$ 653.41	\$ 718.75	\$ 790.63
Bin 3.0/Frequency 1	\$ 275.00	\$ 280.40	\$ 308.44	\$ 339.28	\$ 373.21	\$ 410.53
Bin 3.0/Frequency 2	\$ 484.08	\$ 502.07	\$ 552.28	\$ 607.51	\$ 668.26	\$ 735.09
Bin 3.0/Frequency 3	\$ 694.12	\$ 723.24	\$ 795.56	\$ 875.12	\$ 962.63	\$ 1,058.89
Bin 3.0/Frequency 4	\$ 903.77	\$ 944.34	\$ 1,038.77	\$ 1,142.65	\$ 1,256.92	\$ 1,382.61
Bin 3.0/Frequency 5	\$ 1,113.77	\$ 1,165.48	\$ 1,282.03	\$ 1,410.23	\$ 1,551.25	\$ 1,706.38
Bin 3.0/Frequency 6	\$ 1,323.78	\$ 1,387.17	\$ 1,525.89	\$ 1,678.48	\$ 1,846.33	\$ 2,030.96

Table 2 (Continued)
Maximum Proposed Monthly Refuse Rates

Commercial						
<i>Service/Size/Pickup</i>	<i>Current</i>	<i>Effective July 1,</i>				
		<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
Multi-Family Mixed Organics - Stand Alone Rates						
Barrel - 35 Gal/Frequency 1	\$ -	\$ 35.29	\$ 38.82	\$ 42.70	\$ 46.97	\$ 51.67
Barrel - 35 Gal/Frequency 2	\$ -	\$ 57.74	\$ 63.51	\$ 69.86	\$ 76.85	\$ 84.54
Barrel - 35 Gal/Frequency 3	\$ -	\$ 75.99	\$ 83.59	\$ 91.95	\$ 101.15	\$ 111.27
Barrel - 35 Gal/Frequency 4	\$ -	\$ 94.60	\$ 104.06	\$ 114.47	\$ 125.92	\$ 138.51
Barrel - 35 Gal/Frequency 5	\$ -	\$ 121.23	\$ 133.35	\$ 146.69	\$ 161.36	\$ 177.50
Barrel - 35 Gal/Frequency 6	\$ -	\$ 131.26	\$ 144.39	\$ 158.83	\$ 174.71	\$ 192.18
Barrel - 65 Gal/Frequency 1	\$ -	\$ 36.67	\$ 40.34	\$ 44.37	\$ 48.81	\$ 53.69
Barrel - 65 Gal/Frequency 2	\$ -	\$ 60.37	\$ 66.41	\$ 73.05	\$ 80.36	\$ 88.40
Barrel - 65 Gal/Frequency 3	\$ -	\$ 79.90	\$ 87.89	\$ 96.68	\$ 106.35	\$ 116.99
Barrel - 65 Gal/Frequency 4	\$ -	\$ 99.79	\$ 109.77	\$ 120.75	\$ 132.83	\$ 146.11
Barrel - 65 Gal/Frequency 5	\$ -	\$ 127.69	\$ 140.46	\$ 154.51	\$ 169.96	\$ 186.96
Barrel - 65 Gal/Frequency 6	\$ -	\$ 139.00	\$ 152.90	\$ 168.19	\$ 185.01	\$ 203.51
Barrel - 95 Gal/Frequency 1	\$ -	\$ 38.04	\$ 41.84	\$ 46.02	\$ 50.62	\$ 55.68
Barrel - 95 Gal/Frequency 2	\$ -	\$ 63.01	\$ 69.31	\$ 76.24	\$ 83.86	\$ 92.25
Barrel - 95 Gal/Frequency 3	\$ -	\$ 83.81	\$ 92.19	\$ 101.41	\$ 111.55	\$ 122.71
Barrel - 95 Gal/Frequency 4	\$ -	\$ 104.97	\$ 115.47	\$ 127.02	\$ 139.72	\$ 153.69
Barrel - 95 Gal/Frequency 5	\$ -	\$ 134.14	\$ 147.55	\$ 162.31	\$ 178.54	\$ 196.39
Barrel - 95 Gal/Frequency 6	\$ -	\$ 146.73	\$ 161.40	\$ 177.54	\$ 195.29	\$ 214.82
Commercial with Recycling:						
Barrel - 95 Gal/Frequency 1	\$ 43.64	\$ 48.80	\$ 53.68	\$ 59.05	\$ 64.96	\$ 71.46
Barrel - 95 Gal/Frequency 2	\$ 74.39	\$ 85.75	\$ 94.33	\$ 103.76	\$ 114.14	\$ 125.55
Barrel - 95 Gal/Frequency 3	\$ 105.51	\$ 122.74	\$ 135.01	\$ 148.51	\$ 163.36	\$ 179.70
Barrel - 95 Gal/Frequency 4	\$ 136.61	\$ 159.71	\$ 175.68	\$ 193.25	\$ 212.58	\$ 233.84
Barrel - 95 Gal/Frequency 5	\$ 167.69	\$ 196.67	\$ 216.34	\$ 237.97	\$ 261.77	\$ 287.95
Barrel - 95 Gal/Frequency 6	\$ 198.79	\$ 233.65	\$ 257.02	\$ 282.72	\$ 310.99	\$ 342.09
Bin 1.5/Frequency 1	\$ 155.09	\$ 159.96	\$ 175.96	\$ 193.56	\$ 212.92	\$ 234.21
Bin 1.5/Frequency 2	\$ 292.09	\$ 302.46	\$ 332.71	\$ 365.98	\$ 402.58	\$ 442.84
Bin 1.5/Frequency 3	\$ 432.06	\$ 447.82	\$ 492.60	\$ 541.86	\$ 596.05	\$ 655.66
Bin 1.5/Frequency 4	\$ 555.16	\$ 580.95	\$ 639.05	\$ 702.96	\$ 773.26	\$ 850.59
Bin 1.5/Frequency 5	\$ 680.82	\$ 713.49	\$ 784.84	\$ 863.32	\$ 949.65	\$ 1,044.62
Bin 1.5/Frequency 6	\$ 806.61	\$ 846.08	\$ 930.69	\$ 1,023.76	\$ 1,126.14	\$ 1,238.75
Bin 2.0/Frequency 1	\$ 183.34	\$ 190.69	\$ 209.76	\$ 230.74	\$ 253.81	\$ 279.19
Bin 2.0/Frequency 2	\$ 342.43	\$ 358.14	\$ 393.95	\$ 433.35	\$ 476.69	\$ 524.36
Bin 2.0/Frequency 3	\$ 501.08	\$ 525.59	\$ 578.15	\$ 635.97	\$ 699.57	\$ 769.53
Bin 2.0/Frequency 4	\$ 645.68	\$ 683.04	\$ 751.34	\$ 826.47	\$ 909.12	\$ 1,000.03
Bin 2.0/Frequency 5	\$ 793.87	\$ 840.98	\$ 925.08	\$ 1,017.59	\$ 1,119.35	\$ 1,231.29
Bin 2.0/Frequency 6	\$ 942.10	\$ 998.99	\$ 1,098.89	\$ 1,208.78	\$ 1,329.66	\$ 1,462.63
Bin 3.0/Frequency 1	\$ 261.78	\$ 273.18	\$ 300.50	\$ 330.55	\$ 363.61	\$ 399.97
Bin 3.0/Frequency 2	\$ 460.08	\$ 487.65	\$ 536.42	\$ 590.06	\$ 649.07	\$ 713.98
Bin 3.0/Frequency 3	\$ 657.78	\$ 701.57	\$ 771.73	\$ 848.90	\$ 933.79	\$ 1,027.17
Bin 3.0/Frequency 4	\$ 855.65	\$ 915.51	\$ 1,007.06	\$ 1,107.77	\$ 1,218.55	\$ 1,340.41
Bin 3.0/Frequency 5	\$ 1,053.44	\$ 1,129.39	\$ 1,242.33	\$ 1,366.56	\$ 1,503.22	\$ 1,653.54
Bin 3.0/Frequency 6	\$ 1,251.69	\$ 1,343.93	\$ 1,478.32	\$ 1,626.15	\$ 1,788.77	\$ 1,967.65

Table 2 (Continued)
Maximum Proposed Monthly Refuse Rates

Commercial						
<i>Service/Size/Pickup</i>	<i>Current</i>	<i>Effective July 1,</i>				
		<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
Commercial Greenwaste:						
Barrel - 95 Gal/Frequency 1	\$ 44.28	\$ 46.79	\$ 51.47	\$ 56.62	\$ 62.28	\$ 68.51
Barrel - 95 Gal/Frequency 2	\$ 75.40	\$ 79.91	\$ 87.90	\$ 96.69	\$ 106.36	\$ 117.00
Barrel - 95 Gal/Frequency 3	\$ 103.03	\$ 109.46	\$ 120.41	\$ 132.45	\$ 145.70	\$ 160.27
Barrel - 95 Gal/Frequency 4	\$ 130.45	\$ 138.76	\$ 152.64	\$ 167.90	\$ 184.69	\$ 203.16
Barrel - 95 Gal/Frequency 5	\$ 166.17	\$ 176.69	\$ 194.36	\$ 213.80	\$ 235.18	\$ 258.70
Barrel - 95 Gal/Frequency 6	\$ 185.84	\$ 198.03	\$ 217.83	\$ 239.61	\$ 263.57	\$ 289.93
Bin 3.0/Frequency 1	\$ 212.02	\$ 210.94	\$ 232.03	\$ 255.23	\$ 280.75	\$ 308.83
Bin 3.0/Frequency 2	\$ 362.64	\$ 362.61	\$ 398.87	\$ 438.76	\$ 482.64	\$ 530.90
Bin 3.0/Frequency 3	\$ 513.32	\$ 514.34	\$ 565.77	\$ 622.35	\$ 684.59	\$ 753.05
Bin 3.0/Frequency 4	\$ 663.91	\$ 666.00	\$ 732.60	\$ 805.86	\$ 886.45	\$ 975.10
Bin 3.0/Frequency 5	\$ 814.58	\$ 817.68	\$ 899.45	\$ 989.40	\$ 1,088.34	\$ 1,197.17
Bin 3.0/Frequency 6	\$ 965.20	\$ 969.38	\$ 1,066.32	\$ 1,172.95	\$ 1,290.25	\$ 1,419.28
Commercial Compacted:						
Bin 3.0/Frequency 1	\$ 301.38	\$ 345.62	\$ 380.18	\$ 418.20	\$ 460.02	\$ 506.02
Bin 3.0/Frequency 2	\$ 541.95	\$ 632.50	\$ 695.75	\$ 765.33	\$ 841.86	\$ 926.05
Bin 3.0/Frequency 3	\$ 781.98	\$ 918.99	\$ 1,010.89	\$ 1,111.98	\$ 1,223.18	\$ 1,345.50
Bin 3.0/Frequency 4	\$ 1,021.88	\$ 1,205.19	\$ 1,325.71	\$ 1,458.28	\$ 1,604.11	\$ 1,764.52
Bin 3.0/Frequency 5	\$ 1,261.88	\$ 1,491.56	\$ 1,640.72	\$ 1,804.79	\$ 1,985.27	\$ 2,183.80
Bin 3.0/Frequency 6	\$ 1,502.46	\$ 1,778.46	\$ 1,956.31	\$ 2,151.94	\$ 2,367.13	\$ 2,603.84
Bin 4.0/Frequency 3	\$ 1,038.08	\$ 1,220.82	\$ 1,342.90	\$ 1,477.19	\$ 1,624.91	\$ 1,787.40
Commercial Recycling (Extra):						
Barrel - 65 Gal/Frequency 1	\$ -	\$ 35.90	\$ 39.49	\$ 43.44	\$ 47.78	\$ 52.56
Bin 1.5/Frequency 1	\$ 92.46	\$ 97.87	\$ 107.66	\$ 118.43	\$ 130.27	\$ 143.30
Bin 1.5/Frequency 2	\$ 169.36	\$ 179.76	\$ 197.74	\$ 217.51	\$ 239.26	\$ 263.19
Bin 1.5/Frequency 3	\$ 245.24	\$ 261.63	\$ 287.79	\$ 316.57	\$ 348.23	\$ 383.05
Bin 2.0/Frequency 1	\$ 100.39	\$ 107.75	\$ 118.53	\$ 130.38	\$ 143.42	\$ 157.76
Bin 2.0/Frequency 2	\$ 176.15	\$ 192.27	\$ 211.50	\$ 232.65	\$ 255.92	\$ 281.51
Bin 2.0/Frequency 3	\$ 252.45	\$ 276.78	\$ 304.46	\$ 334.91	\$ 368.40	\$ 405.24
Bin 3.0/Frequency 1	\$ 137.55	\$ 149.04	\$ 163.94	\$ 180.33	\$ 198.36	\$ 218.20
Bin 3.0/Frequency 2	\$ 213.14	\$ 238.84	\$ 262.72	\$ 288.99	\$ 317.89	\$ 349.68
Bin 3.0/Frequency 3	\$ 289.36	\$ 328.66	\$ 361.53	\$ 397.68	\$ 437.45	\$ 481.20
Bin 3.0/Frequency 4	\$ 364.94	\$ 418.43	\$ 460.27	\$ 506.30	\$ 556.93	\$ 612.62
Bin 3.0/Frequency 5	\$ 441.09	\$ 508.21	\$ 559.03	\$ 614.93	\$ 676.42	\$ 744.06
Bin 3.0/Frequency 6	\$ 516.72	\$ 598.02	\$ 657.82	\$ 723.60	\$ 795.96	\$ 875.56
Commercial Food Waste						
Barrel - 35 Gal/Frequency 1	\$ 53.21	\$ 56.71	\$ 62.38	\$ 68.62	\$ 75.48	\$ 83.03
Barrel - 35 Gal/Frequency 2	\$ 93.98	\$ 100.56	\$ 110.62	\$ 121.68	\$ 133.85	\$ 147.24
Barrel - 35 Gal/Frequency 3	\$ 130.72	\$ 140.23	\$ 154.25	\$ 169.68	\$ 186.65	\$ 205.32
Barrel - 35 Gal/Frequency 4	\$ 167.80	\$ 180.24	\$ 198.26	\$ 218.09	\$ 239.90	\$ 263.89
Barrel - 35 Gal/Frequency 5	\$ 212.63	\$ 228.29	\$ 251.12	\$ 276.23	\$ 303.85	\$ 334.24
Barrel - 35 Gal/Frequency 6	\$ 241.43	\$ 259.72	\$ 285.69	\$ 314.26	\$ 345.69	\$ 380.26
Barrel - 65 Gal/Frequency 1	\$ 78.69	\$ 76.43	\$ 84.07	\$ 92.48	\$ 101.73	\$ 111.90

Table 2 (Continued)
Maximum Proposed Monthly Refuse Rates

Commercial						
<i>Service/Size/Pickup</i>	<i>Current</i>	<i>Effective July 1,</i>				
		<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>
Commercial Food Waste (Continued)						
Barrel - 65 Gal/Frequency 2	\$ 143.98	\$ 139.89	\$ 153.88	\$ 169.27	\$ 186.20	\$ 204.82
Barrel - 65 Gal/Frequency 3	\$ 204.94	\$ 199.19	\$ 219.11	\$ 241.02	\$ 265.12	\$ 291.63
Barrel - 65 Gal/Frequency 4	\$ 266.24	\$ 258.84	\$ 284.72	\$ 313.19	\$ 344.51	\$ 378.96
Barrel - 65 Gal/Frequency 5	\$ 335.87	\$ 326.50	\$ 359.15	\$ 395.07	\$ 434.58	\$ 478.04
Barrel - 65 Gal/Frequency 6	\$ 388.36	\$ 377.57	\$ 415.33	\$ 456.86	\$ 502.55	\$ 552.81
Bin 2.0/Frequency 1	\$ 285.47	\$ 273.26	\$ 300.59	\$ 330.65	\$ 363.72	\$ 400.09
Bin 2.0/Frequency 2	\$ 520.16	\$ 497.37	\$ 547.11	\$ 601.82	\$ 662.00	\$ 728.20
Bin 2.0/Frequency 3	\$ 738.48	\$ 705.65	\$ 776.22	\$ 853.84	\$ 939.22	\$ 1,033.14
Bin 2.0/Frequency 4	\$ 958.32	\$ 915.39	\$ 1,006.93	\$ 1,107.62	\$ 1,218.38	\$ 1,340.22
Bin 2.0/Frequency 5	\$ 1,209.44	\$ 1,155.40	\$ 1,270.94	\$ 1,398.03	\$ 1,537.83	\$ 1,691.61
Bin 2.0/Frequency 6	\$ 1,395.61	\$ 1,332.53	\$ 1,465.78	\$ 1,612.36	\$ 1,773.60	\$ 1,950.96
Commercial Permanent Roll-Off:						
6 Tons - 40 CY	\$ 494.88	\$ 535.13	\$ 588.64	\$ 647.50	\$ 712.25	\$ 783.48
8 Tons - 10/20/40 CY	\$ 590.11	\$ 646.61	\$ 711.27	\$ 782.40	\$ 860.64	\$ 946.70
Commercial Temporary Roll-Off:						
6 Tons - 40 CY	\$ 522.64	\$ 561.91	\$ 618.10	\$ 679.91	\$ 747.90	\$ 822.69
8 Tons - 10/20/40 CY	\$ 627.10	\$ 682.33	\$ 750.56	\$ 825.62	\$ 908.18	\$ 999.00
Commercial Recycling Roll-Off:						
6 Tons - 40 CY	\$ 197.84	\$ 195.01	\$ 214.51	\$ 235.96	\$ 259.56	\$ 285.52
8 Tons - 10/20/40 CY	\$ 197.84	\$ 195.01	\$ 214.51	\$ 235.96	\$ 259.56	\$ 285.52
Commercial Extra Services:						
Extra Pickup - Commercial Barrel	\$ 31.10	\$ 31.10	\$ 34.21	\$ 37.63	\$ 41.39	\$ 45.53
Extra Pickup - Commercial Bin	\$ 51.85	\$ 51.85	\$ 57.04	\$ 62.74	\$ 69.01	\$ 75.91
Extra Pickup - MultiFamily Bin	\$ 54.67	\$ 54.67	\$ 60.14	\$ 66.15	\$ 72.77	\$ 80.05
Extra Pickup - Compact Bin	\$ 124.65	\$ 124.65	\$ 137.12	\$ 150.83	\$ 165.91	\$ 182.50
Extra Pickup - Green Waste Bin	\$ 84.46	\$ 84.46	\$ 92.91	\$ 102.20	\$ 112.42	\$ 123.66
Extra Pickup - Food Waste Barrel	\$ 29.09	\$ 29.08	\$ 31.99	\$ 35.19	\$ 38.71	\$ 42.58
Extra Pickup - Food Waste Bin	\$ 107.48	\$ 107.48	\$ 118.23	\$ 130.05	\$ 143.06	\$ 157.37
Locking Container	\$ 7.87	\$ 7.87	\$ 8.66	\$ 9.53	\$ 10.48	\$ 11.53
Steam Cleaning (Compactors)	\$ 107.36	\$ 107.36	\$ 118.10	\$ 129.91	\$ 142.90	\$ 157.19
Bulky Item Trip Fee	\$ 50.09	\$ 50.09	\$ 55.10	\$ 60.61	\$ 66.67	\$ 73.34
Bulky Item Fee (each item)	\$ 14.30	\$ 14.30	\$ 15.73	\$ 17.30	\$ 19.03	\$ 20.93
Relocation Fee (Roll-Off)	\$ 107.36	\$ 107.36	\$ 118.10	\$ 129.91	\$ 142.90	\$ 157.19
Tilthopper	\$ 31.10	\$ 31.10	\$ 34.21	\$ 37.63	\$ 41.39	\$ 45.53
Liner Roll Off	\$ 137.74	\$ 142.52	\$ 156.77	\$ 172.45	\$ 189.70	\$ 208.67
Rental Fee (per day)	\$ 28.89	\$ 28.89	\$ 31.78	\$ 34.96	\$ 38.46	\$ 42.31
Scout Service	\$ 52.88	\$ 52.88	\$ 58.17	\$ 63.99	\$ 70.39	\$ 77.43
Contamination Fee	\$ -	\$ 60.90	\$ 66.99	\$ 73.69	\$ 81.06	\$ 89.17

RESOLUTION NO. 24-3442

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ESTABLISHING PROPOSED SCHEDULES OF TOTAL MONTHLY RATES FOR SEWER SERVICES, SUBJECT TO THE PROPOSITION 218 NOTIFICATION, PROTEST, AND PUBLIC HEARING PROCESS AND IN COMPLIANCE WITH THAT PROCESS DIRECTING THAT NOTICE THERETO BE PROVIDED TO PROPERTY OWNERS OF RECORD UPON WHICH PROPOSED FEES WOULD BE IMPOSED AND FURTHER DIRECTING THAT A PUBLIC HEARING ON SUCH PROPOSED FEES SHALL BE SET FOR AUGUST 19, 2024, AT 7:00 P.M. IN THE MONTCLAIR CITY COUNCIL CHAMBERS

WHEREAS, Article XIID, Section 6(a) of the State Constitution (Proposition 218), passed by the voters of California on November 5, 1996, requires municipalities to give detailed written notice to the owners of parcels upon which proposed water-, refuse-, and/or sewer-related fees or charges are to be applied; and

WHEREAS, on July 24, 2006, the California Supreme Court published its decision on *Bighorn-Desert View Water Agency v. Beringson*, addressing the property-related fee provisions of Proposition 218, and concluding that in relation to water-, refuse-, and sewer-related services where the rates for such services are set by a government agency, such "property-related" fees are subject to the public hearing requirements of Proposition 218; and

WHEREAS, Proposition 218 requires that a public hearing shall be conducted not less than 45 days after the mailing of a notice of a public hearing on property-related fee adjustments to the record owners of each identified parcel upon which the fee is proposed for imposition; and

WHEREAS, the Notice of Public Hearing shall include the amount of the fee to be imposed, the basis upon which the fee was calculated, the reason for the fee, together with the date, time, and location of the public hearing, and that the City Council of the City of Montclair hereby gives its consent to provide notice thereto; and

WHEREAS, such notice is attached hereto and by its reference is incorporated into the sum and parts of this Resolution and is approved by the City Council of the City of Montclair for mailing to the property owners of record upon which the proposed fees would be imposed; and

WHEREAS, if written protests against proposed property-related fees are presented by a majority of the property owners of record upon which the proposed fees would be imposed, the fee adjustment shall not be implemented; and

WHEREAS, if a majority protest is not received from the property owners of record upon which the proposed fees would be imposed, the proposed fees shall go into effect without further action, except that schedules of such fees shall first be adopted by Resolution of the Montclair City Council; and

WHEREAS, written protests can be provided to the City in advance and up to the date and time set for a public hearing; and

WHEREAS, a fee shall not be extended, imposed, or increased unless it meets each of the following requirements:

1. Revenues derived shall not exceed the funds required to provide the property-related service.
2. Revenues derived shall not be used for any purpose other than that for which the fee is imposed.
3. The fee imposed shall not exceed the proportional cost of the service.
4. No fee may be imposed unless the service is actually used by, or immediately available to, the owner of the property.
5. No fee may be imposed for general governmental services such as police, fire, ambulance, or library services where the service is available to the public at large in substantially the same manner as it is to property owners.

WHEREAS, Title 9, Chapter 9.20 of the Montclair Municipal Code establishes a mandatory Sewer Collection Program and a process for the collection of service fees related thereto; and

WHEREAS, effective July 1, 2023, the City Council raised the *Total Monthly Sewer Rate* to \$33.47 which was below the City's maximum authorization for sewer rates under Proposition 218); and

WHEREAS, the *Total Monthly Sewer Rate* consists of three rate components including the Sewage Treatment component representing the cost of sewage treatment by the Inland Empire Utility Agency and passed on to the City, the Sewer Maintenance component representing the City's cost to maintain the sewer system and the Infrastructure Replacement/Rehabilitation component representing the City's cost to replace or rehabilitate deteriorating portions of the sewer system; and

WHEREAS, the fiscal viability of the City's Sewer Fund would be required to continue sharing a significant and growing responsibility for operating the Sewer Program; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby establishes the following justification(s), rate calculation methodologies, and proposed schedule of rates for sewer services for the period July 1, 2024, through July 1, 2028, and that such rates shall be imposed on all record owners/rate payers of each identified parcel in the City of Montclair, subject to the Proposition 218 notification, protest, and hearing process:

Justification(s) and Rate Calculation Methodologies: The proposed justification(s) and rate calculation methodologies for each property owner's bimonthly bill for Sewer services are as follows: Based on historic patterns, the City can project that when applied over the next five years (July 1, 2024, through July 1, 2028), the average for rate adjustments would not likely exceed 10 percent per year. Accordingly, and except for the July 1, 2024, proposed rate adjustment, an annual CPI of 10 percent is the methodology used to project annual rate increases for the *Total Monthly Sewer Rate*.

Based on this analysis and justifications contained in other relevant sections of this Resolution, the City Council proposes an initial adjustment for July 1, 2024 that increases to residential Sewer so that the *Total Monthly Sewer Rate* is \$33.47—the actual cost to the City to provide residential Sewer services. The July 1, 2024, rate adjustment would be followed by annual rate increases over a 5-year period not to exceed 10 percent annually. State law (Section 53753.5 of the Government Code) provides that, under Proposition 218, property-related fees can be adjusted on an annual basis provided the formula for adjusting rates does not change or does not change in a way that would otherwise impose future increases that are higher than the fee formula contained herein would allow; accordingly, annual rate adjustments may continue indefinitely under the methodology contained herein.

Table 1 below indicates the City of Montclair's current and proposed rates as well as the *Maximum Total Monthly Sewer Rate* for the period from July 1, 2024, through July 1, 2028.

Table 1
Current & Proposed Sewer Rates

<i>Effective Date</i>	<i>Part 1 Fee</i>	<i>Part 2 Fee</i>	<i>Part 3 Fee</i>	<i>Part 4 Fee</i>	<i>Total</i>
Current	\$ 23.39	\$ 8.58	\$ 1.50	\$ -	\$ 33.47
Proposed:					
07/01/24	\$ 24.79	\$ 9.44	\$ 1.75	\$ 0.50	\$ 36.48
07/01/25	\$ 27.27	\$ 10.38	\$ 1.75	\$ 0.50	\$ 39.90
07/01/26	\$ 30.00	\$ 11.42	\$ 1.75	\$ 0.50	\$ 43.67
07/01/27	\$ 33.00	\$ 12.56	\$ 1.75	\$ 0.50	\$ 47.81
07/01/28	\$ 36.30	\$ 13.82	\$ 1.75	\$ 0.50	\$ 52.37

BE IT FURTHER RESOLVED that all proposed *Total Monthly Sewer Rates* are approximate. Actual *Total Monthly Sewer Rate* charges for each year will not be higher than the proposed rates, as indicated. In the event that rates higher than those proposed are required to meet program needs, the City is required to reconduct the Proposition 218 notification, protest, and hearing process. Fees imposed do not exceed the proportional cost of the service attributable to each affected parcel, and revenues derived are not expected to exceed the cost of service.

BE IT FURTHER RESOLVED that in the event a majority protest of property owners against the proposed schedule of rates for Sewer services fail(s), such rate schedule(s) shall be effective immediately after the Proposition 218 public hearing and upon approval by the Montclair City Council, by Resolution, prior to implementation.

BE IT FINALLY RESOLVED that the City Council of the City of Montclair hereby sets a public hearing for Monday, August 19, 2024, at 7:00 p.m., in the Montclair City Council Chambers to provide interested parties, including property owners, an opportunity to provide oral or written protests to the schedule of Sewer Program rates and that only those protests submitted in writing shall be counted.

APPROVED AND ADOPTED this XX day of XX, 2024.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3442 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, 2024, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk



CITY COUNCIL AGENDA REPORT

DATE: JUNE 17, 2024

FILE I.D.: CCK140

SECTION: CONSENT - RESOLUTIONS

DEPT.: CITY MGR.

ITEM NO.: 3

PREPARER: A. MYRICK

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 24-3443 CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

CONSIDER ADOPTION OF RESOLUTION NO. 24-3444 ADOPTING THE REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

CONSIDER ADOPTION OF RESOLUTION NO. 24-3445 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, WITH THE PRESIDENTIAL GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

REASON FOR CONSIDERATION: Provisions of the laws related to general law cities in the State of California require the governing body to call and give notice of a General Municipal Election and to adopt regulations for Candidates' Statements. In addition, pursuant to the requirements of Section 10403 of the Elections Code, it is also necessary for the governing body to request the County Board of Supervisors to consolidate a General Municipal Election with the Presidential General Election and to authorize payment to the County for services rendered related to consolidation of this election.

Copies of proposed Resolution Nos. 24-3443, 24-3444, and 24-3445 are attached for the City Council's review and consideration.

BACKGROUND: Proposed Resolution No. 24-3443 formally calls for a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of two Members of the City Council. The City Council seats now held by Tenice Johnson and Benjamin Lopez are the seats to be filled at this election.

Proposed Resolution No. 24-3444 provides that each candidate may prepare a Candidate's Statement of 200 words or fewer for inclusion in the Sample Ballot. The Statement shall be filed with the candidate's Nomination Papers and may be withdrawn, but not changed, during the filing period and until 5:00 p.m. of the next working day after the close of the filing period. The San Bernardino County Registrar of Voters will provide a cost estimate of the Candidate's Statement to be paid by the candidate to the City of Montclair as a deposit. The amount covers the cost of printing the Statement in the Sample Ballot and includes the cost of the Statement being translated into Spanish as required by the Voting Rights Act of 1965, as amended.

Proposed Resolution No. 24-3445 requests that the Board of Supervisors of the County of San Bernardino consent and agree to consolidation of a General Municipal Election with the Presidential General Election to be held on Tuesday, November 5, 2024. The County is expected to bill the City for actual costs related to conducting the City's General Municipal Election by March of 2025.

FISCAL IMPACT: The San Bernardino County Registrar of Voters no longer provides cost estimates for election services. Based on 2022 election costs, staff estimates the cost for election services will be \$30,000, which was requested in the City's proposed Fiscal Year 2024-25 Budget.

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

1. Adopt Resolution No. 24-3443 calling and giving notice of the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of certain officers as required by the provision of the laws of the State of California related to General Law cities.
2. Adopt Resolution No. 24-3444 adopting regulations for candidates for elective office pertaining to Candidates' Statements submitted to the voters at the election to be held on Tuesday, November 5, 2024.
3. Adopt Resolution No. 24-3445 requesting the Board of Supervisors of the County of San Bernardino to consolidate a General Municipal Election to be held on Tuesday, November 5, 2024, with the Presidential General Election to be held on the same date pursuant to Section 10403 of the California Elections Code.

RESOLUTION NO. 24-3443

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws related to General Law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 5, 2024, for the election of Municipal Officers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

Section 1. That pursuant to the requirements of the laws of the State of California related to General Law cities, there is called and ordered to be held in the City of Montclair, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing two Members of the City Council for full terms of four years each.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots; notices; printed matter; and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4. That the polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same date when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form, and manner as required by law.

Section 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this XX day of XX, 2024.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3443 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, 2024, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

RESOLUTION NO. 24-3444

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election including cost of the Candidate's Statement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

Section 1. GENERAL PROVISIONS. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Montclair on Tuesday, November 5, 2024, may prepare a Candidate's Statement on an appropriate form provided by the City Clerk. The Statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The Statement shall not include party affiliation of the candidate nor membership or activity in partisan political organizations. The Statement shall be filed in the Office of the City Clerk at the time the candidate's Nomination Papers are filed. The Statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act of 1965, as amended, Candidates' Statements will be translated into all languages required by the County of San Bernardino. The County is required to translate Candidates' Statements into the following languages: Spanish.

B. The County will print and mail voter information guides and Candidates' Statements to all voters in the City of Montclair or the County will mail separate voter information guides and Candidates' Statements in the City of Montclair to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates' statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

Section 3. PAYMENT.

A. The candidate shall be required to pay for the cost of printing the Candidate's Statement in English.

B. The candidate shall be required to pay for the cost of translating the Candidate's Statement into Spanish pursuant to State and/or Federal law.

C. The candidate shall be required to pay for the cost of printing the Candidate's Statement in Spanish.

D. The San Bernardino County Registrar of Voters Office ("County") will provide an estimate for the total cost of printing, handling, translating, and mailing of each Candidate's Statement filed pursuant to the Elections Code, including costs incurred as a result of complying with the Voting Rights Act of 1965, as amended. The City Clerk shall require each candidate filing a Statement to pay in advance the amount estimated by the County for his or her estimated pro-rata share as a condition of having his or her Statement included in the Voter's Pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and within 30 days after receiving the invoice from the County shall either bill each candidate for any cost in excess of the deposit or shall refund any unused portion of the deposit.

Section 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

Section 5. MISCELLANEOUS.

A. All translations shall be provided by professionally-certified translators.

B. Candidates' Statements will be printed as submitted in type of uniform size and darkness, and with uniform spacing. Spelling, punctuation, and grammatical errors will not be corrected by the Elections Official. Statements should be typed in upper- and lowercase (not all "CAPS"), single-spaced, in block paragraph form with no indentations. The City Clerk, as the Elections Official, shall have the authority to make formatting corrections or to strike any language not in compliance with the Elections Code.

C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

Section 6. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nomination papers are issued.

Section 7. All previous Resolutions establishing Council policy on payment for Candidate's Statements are repealed.

Section 8. This Resolution shall apply only to the election to be held on Tuesday, November 5, 2024, and shall then be repealed.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this XX day of XX, 2024.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3444 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, 2024, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

RESOLUTION NO. 24-3445

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, WITH THE PRESIDENTIAL GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, the City Council of the City of Montclair, California, called a General Municipal Election to be held on Tuesday, November 5, 2024, for the purpose of electing two Members of the City Council for full terms of four years each; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Presidential General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same and that the San Bernardino County Registrar of Voters Office canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

Section 1. That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Presidential General Election to be held on Tuesday, November 5, 2024, for the purpose of electing two Members of the City Council.

Section 2. That the San Bernardino County Registrar of Voters Office is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 3. That the Board of Supervisors is requested to issue instructions to the Registrar of Voters Office to take any and all steps necessary for the holding of the consolidated election.

Section 4. That the City of Montclair recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 5. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of San Bernardino Registrar of Voters, the City Council, in accordance with Election Code Section 15651(a), shall set a date, time, and place and summon the candidates who have received the tie votes to appear and the City Clerk will determine the winner by lot.

Section 6. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Registrar of Voters Office of the County of San Bernardino.

Section 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this XX day of XX, 2024.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 24-3445 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, 2024, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JUNE 3, 2024, AT 6:16 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Johnson called the meeting to order at 6:16 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Johnson, Council Member Ruh, City Manager Starr, and Assistant City Manager/Director of Human Services Richter

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of May 6, 2024.

Moved by Council Member Ruh, seconded by Mayor Pro Tem Johnson, and carried unanimously to approve the minutes of the Personnel Committee meeting on May 6, 2024.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 6:17 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:56 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Johnson stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 6:56 p.m., Mayor Pro Tem Johnson adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, JUNE 3, 2024 AT 7:02 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:02 p.m.

II. INVOCATION

Bishop Edyson Perez, Church of Jesus Christ of Latter Day Saints, gave the invocation.

III. PLEDGE OF ALLEGIANCE

Council Member/Director Lopez led meeting participants in the Pledge.

IV. ROLL CALL

Present: Mayor/Chair Dutrey; Mayor Pro Tem/Vice Chair Johnson; Council Members/Directors Ruh and Lopez

City Manager/Executive Director Starr; Assistant City Manager/Director of Human Services Richter; Director of Community Development Diaz; Director of Finance Kulbeck; Director of Public Works/City Engineer Heredia; Fire Chief Pohl; City Attorney Robbins; City Clerk Myrick

Absent: Council Member/Director Martinez (excused)

V. PRESENTATIONS — None

VI. PUBLIC COMMENT

- **Ruby Long**, Field Representative for **San Bernardino County Fourth District Supervisor Curt Hagman**, announced the Supervisor's Office is holding an Open House event at his district office in Chino Hills on Wednesday, June 5, from 5:00 to 7:00 p.m., and a free shredding event at Chino City Hall on Saturday, June 15, from 9:00 a.m. to 12:00 p.m.
- **Xavier Mendez**, resident, complimented the City on its Country Fair Jamboree event and spoke of the success of his booth where he spoke with other residents and gave away a bicycle.

VII. PUBLIC HEARINGS

- A. **First Reading — Consider Ordinance No. 24-1006 Amending the Zoning Code and Repealing and Replacing Chapter 11.23 of the Montclair Municipal Code Relating to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) in Residential Zones (Case No. 2024-21) [CC]**

Consider Setting a Public Hearing for Second Reading and to Consider Adoption of Ordinance No. 24-1006 on Monday, June 17, 2024, at 7:00 p.m. in the City Council Chambers [CC]

Mayor Dutrey opened the public hearing and invited comments from the public. There being no one in the audience wishing to speak, Mayor Dutrey closed the public hearing and returned the matter to the City Council for consideration.

Mayor Pro Tem Johnson received clarification on the conditions required for property owners to request exemption from the requirement to provide one on-site parking space.

Council Member Ruh suggested having pre-approved plans for residents, noted a recent law allows property owners to split their lot

to convey as a separate property containing an ADU; and questioned requiring income verification for ADU/JADU tenants.

Director of Community Development Diaz stated the City is currently working on having three designs approved for residents to optionally use.

Todd R. Leishman, BBK, Special Counsel for the City, advised the law regarding lot splits for ADUs still requires cities to allow it, and to his knowledge no cities have done so. He also advised supporting evidence is required for the City to meet its Regional Housing Needs Assessment requirements by verifying low- to moderate-income residents.

Council Member Lopez stated while he understands the City's hands are tied with having to implement these new regulations, he does not agree with the City arbitrarily requiring ADU projects to landscaping or requesting income verification, and he feels this will exacerbate street parking issues.

ACTION - Public Hearings - Item A	
ACTING:	City Council
MOTION:	Conduct the first reading of Ordinance No. 24-1006 by number and title only, waive further reading, and set a public hearing for second reading and adoption of Ordinance No. 24-1006 on Monday, June 17, 2024 at 7:00 p.m. in the City Council Chambers.
MADE BY: SECOND BY:	Council Member Ben Lopez Mayor Pro Tem Johnson
AYES: NOES: ABSTAIN: ABSENT:	Ruh, Johnson, Dutrey None Lopez Martinez
RESULT:	Motion carried 3-0-1-1.

VIII. CONSENT CALENDAR

ACTION - Consent Calendar	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
DISCUSSION:	Items C-1 and D-1
MOTION:	Remove Item D-1 from the Consent Calendar and continue it to a future meeting at the City Attorney's request, and approve the remainder of the Consent Calendar as presented.
MADE BY: SECOND BY:	Council Member/Director Lopez Council Member/Director Ruh
AYES: NOES: ABSTAIN: ABSENT:	Lopez, Ruh, Johnson, Dutrey None None Martinez
RESULT:	Motion carried 4-0-1.

A. Approval of Minutes

1. Regular Joint Meeting — May 6, 2024

ACTION – Consent Calendar – Item A-1	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

B. Administrative Reports

1. Consider Receiving and Filing City Treasurer's Report – April 2024

ACTION – Consent Calendar – Item B-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

2. Consider Approval of City Warrant Register and Payroll Documentation

ACTION – Consent Calendar – Item B-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

3. Consider Receiving and Filing SA Treasurer's Report – April 2024

ACTION – Consent Calendar – Item B-3	
ACTING:	Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

4. Consider Approval of SA Warrant Register – April 2024

ACTION – Consent Calendar – Item B-4	
ACTING:	Successor Agency Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

5. Consider Receiving and Filing MHC Treasurer's Report – April 2024

ACTION – Consent Calendar – Item B-5	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

6. Consider Approval of MHC Warrant Register – April 2024

ACTION – Consent Calendar – Item B-6	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

7. Consider Receiving and Filing of MHA Treasurer's Report – April 2024

ACTION – Consent Calendar – Item B-7	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

8. Consider Approval of MHA Warrant Register – April 2024

ACTION – Consent Calendar – Item B-8	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

9. Consider Directing Staff to Review the City’s Conflict of Interest Code and to Submit the 2024 Biennial Notice to the City Council On or Before October 1, 2024, Pursuant to the Political Reform Act

ACTION – Consent Calendar – Item B-9	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

10. Consider Authorizing a \$15,000 Appropriation from the Federal Asset Forfeiture Fund for Cellular Data Service for Command Staff Laptops and In-Car Camera Routers

ACTION – Consent Calendar – Item B-10	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

11. Consider Declaring Holmatro Power Tools as Surplus and Available for Donation to the Huatabampo Fire Department in Sonora, Mexico

ACTION – Consent Calendar – Item B-11	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

C. Agreements

1. Consider Approval of Amendment No. 2 to Agreement No. 22-100 with the San Bernardino County District Attorney’s Office to Station a Victim’s Advocate at the Police Department Through the 2024-25 Fiscal Year, Subject to Any Revisions Deemed Necessary by the City Attorney

Mayor Pro Tem Johnson requested and received clarification regarding how the Victim’s Advocate assists victims through continued contact and guidance.

ACTION – Consent Calendar – Item C-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

2. **Consider Approval of Agreement No. 24-38 with All City Management Services, Inc. for School Crossing Guard Services for Fiscal Year 2024-25, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

3. **Consider Approval of Agreement No. 24-40 with Chaffey Joint Union High School District for Specialized Law Enforcement Services During Fiscal Year 2024-25**

ACTION - Consent Calendar - Item C-3	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

4. **Consider Approval of Agreement No. 24-41 with Ontario-Montclair School District for Specialized Law Enforcement Services During Fiscal Year 2024-25**

ACTION - Consent Calendar - Item C-4	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

5. **Consider Approval of Agreement No. 24-42 with Consolidated Fire Agencies of San Bernardino County (CONFIRE) for Continued Dispatch and Communication Services, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-5	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

6. **Consider Approval of Agreement No. 24-44 with Econolite Systems for Traffic Signal Maintenance Services, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-6	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

7. **Consider Approval of Agreement No. 24-45 with AGA Engineers for Traffic Engineering Services, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-7	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

8. **Consider Approval of Agreement No. 24-36 with CASC Engineering and Consulting for Sanitary Sewer Order Consulting Services, Subject to Any Revisions Deemed Necessary by the City Attorney**

Xavier Mendez stated the City used to have in-house staff that performed this work.

ACTION – Consent Calendar – Item C-8	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

D. Resolutions

2. **Consider Adoption of Resolution No. 24-3438 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges**

ACTION – Consent Calendar – Item D-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1.

IX. PULLED CONSENT CALENDAR ITEMS

D. Resolutions

1. **Consider Adoption of Resolution No. 24-3436 Authorizing the Submission of an Application for Grant Funds for the Urban and Community Forestry Grant Program of the California Department of Forestry and Fire Protection and Authorizing the Execution of Application-Related Documents by the City Manager or His Designee**

City Attorney Robbins requested this item be continued to a future meeting. The City Council took no action on this item.

X. COMMUNICATIONS

- A. **Department Reports — None**

- B. **City Attorney**

City Attorney Robbins requested the City Council meet in closed session concerning the following:

1. **Request for City Council to Meet in Closed Session Pursuant to Government Code §54956.9(d)(4) Regarding Potential Litigation**

One Potential Case

2. **Request for City Council to Meet in Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference with Designated Labor Negotiator Edward C. Starr**

Agency: City of Montclair

Employee Management

Associations: Montclair City Confidential Employees Association

General Employees – Teamsters Local 1932

Montclair Fire Fighters Association

Montclair Police Officers Association

- C. **City Manager/Executive Director — None**

D. Mayor/Chair

Mayor/Chair Dutrey commented as follows:

- He announced the following scheduled meetings:
 - Preliminary Budget Review Workshop on Thursday, June 20, 2024, at 6:00 p.m. in the City Council Chambers
 - Special Meeting to adopt the budget on Wednesday, June 26, 2024, at 6:00 p.m. in the City Council Chambers
- He recognized June for the following: Cancer Survivor Month, D-Day, Philippines Flag Day, Father's Day, Juneteenth, LGBTQ Pride Month, and Caribbean-American Heritage Month.
- He complimented the City's Memorial Day and Country Fair Jamboree events, and stated he attended the City-County Conference.

E. Council Members/Directors

1. Mayor Pro Tem/Vice Chair Johnson stated the Memorial Day and Country Fair Jamboree events were outstanding, and expressed gratitude for all who attended the **Montclair Chamber of Commerce's** Police Officer Recognition Luncheon.
2. Council Member/Director Lopez congratulated officers who were recognized at the Police Officer Recognition event; noted he attended the **Montclair Little League's** closing ceremonies on Friday; and promoted **Montclair High School's** baseball camp.
3. Council Member/Director Ruh stated he attended the International Conference of Shopping Centers in Las Vegas from May 19 to 21; regretted that he was not able to make it to the Police Officer Recognition event; praised the Memorial Day and Country Fair Jamboree events; and gave a touching speech about D-Day.

F. Committee Meeting Minutes

The following committee minutes were received and filed for informational purposes:

1. Personnel Committee - May 6, 2024

XI. CLOSED SESSION

At 8:10 p.m., the City Council went into closed session to discuss potential litigation and labor negotiations.

XII. CLOSED SESSION ANNOUNCEMENTS

At 8:55 p.m., the City Council returned from closed session. Mayor Dutrey announced that the City Council discussed potential litigation and labor negotiations; information was received and direction given to staff on both matters; and no further announcements would be made at this time.

XIII. ADJOURNMENT

At 8:56 p.m., the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned.

Submitted for City Council/Successor Agency Board/Montclair Housing Corporation Board/Montclair Housing Authority Commission/Montclair Community Foundation Board approval,



Andrea Myrick,
City Clerk

CITY OF MONTCLAIR

TREASURER'S REPORT

FOR THE MONTH ENDING

May 31, 2024

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CASH AND INVESTMENTS BY TYPE

**CITY OF MONTCLAIR
STATEMENTS OF COMPLIANCE WITH THE INVESTMENT POLICY
AND INVESTMENT STRATEGY**

May 31, 2024

COMPLIANCE STATEMENT

The City has the following amount invested in various financial instruments. This conforms with the investment policy approved by the City Council.

Total Investments	<u>\$ 49,976,454</u>
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During the current month the City was in compliance with the internal control procedures set forth in the Investment Policy.

INVESTMENT STRATEGY FOR THE UPCOMING MONTH

During the upcoming month, surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the Investment Policy. The City has sufficient monies available to meet expenditures during the next six month period.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF May 31, 2024

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance	
General Fund	\$ (5,505,302.55)	\$ 6,210,533.74	\$ 3,033,964.00	\$ 223.58	\$ (2,328,509.23)	(1)
Gas Tax Fund	93,212.77	75,678.48	170,726.49	-	(1,835.24)	(2)
Road Maintenance - Section 2032	2,796,386.94	85,570.78	282,042.17	-	2,599,915.55	
Measure I Fund	6,427,056.79	163,284.58	-	-	6,590,341.37	
Traffic Safety	164,162.16	2,335.78	-	-	166,497.94	
Disability Access Fund - Bus. License	60,649.50	669.60	202.00	-	61,117.10	
Park Maintenance	(14,830.84)	6,664.62	3,078.92	-	(11,245.14)	
Park Development	1,543,307.06	-	-	-	1,543,307.06	
CDBG	(56,986.36)	14,653.96	6,745.41	-	(49,077.81)	(2)
SB2 Planning Grant	-	-	-	-	-	(2)
Air Quality Improvement Trust	39,240.56	-	-	-	39,240.56	
Senior Nutrition Program	(51,523.70)	22,976.30	23,922.96	-	(52,470.36)	(2)
American Resue Plan	-	-	-	-	-	
Forfeiture Fund - State	102,654.70	-	-	-	102,654.70	
Proposition 30/SB 109	60,841.35	-	8,829.94	-	52,011.41	
SB 509 Public Safety	17,253.73	37,366.00	206,871.90	-	(152,252.17)	
Forfeiture Fund-Federal/DOJ	379,194.66	19,678.96	35,809.31	-	363,064.31	
Asset Seizure Fund	4.17	-	(0.18)	-	4.35	
Section 11489 Subfund	29,277.10	-	-	-	29,277.10	
Fed Asset Forfeiture-Treasury	133,408.39	-	-	-	133,408.39	
School District Grant Fund	71,496.00	-	-	-	71,496.00	
State Supplemental Law Enforce	102,450.81	-	8,673.41	-	93,777.40	
Local Law Enforcement Block Gr	20,467.47	-	19,763.14	-	704.33	
PC 1202.5 Crime Prevention	2,506.25	29.88	-	-	2,536.13	
Recycling Grant Fund	117,281.63	105,184.00	3,446.66	-	219,018.97	
Statewide Park Dev Grant	(0.32)	1,462,099.00	-	-	1,462,098.68	(2)
Homeless Housing Assist Preven	(30,371.69)	-	275.00	-	(30,646.69)	(2)
LEAP Grant	1,273.50	-	311.00	-	962.50	(2)
Department of Cannabis Control	120,000.00	-	-	-	120,000.00	(2)
After School Program Fund	(161,051.72)	-	235,768.83	-	(396,820.55)	(2)
City of Hope	1,290.78	-	-	-	1,290.78	
Safety Dept. Grants	(56,172.27)	33,734.18	-	-	(22,438.09)	
OSMD Immunization Grant	1,370.50	-	-	-	1,370.50	(2)
Kaiser Permanente Grant	2,070.74	-	370.71	-	1,700.03	
Resource Center Grant - OMSD	17,832.12	-	94.24	-	17,737.88	
Title IIIB Sr Support Services	(16,043.79)	3,501.97	5,283.28	-	(17,825.10)	(2)
Healthy Community Strategic Plan	7,739.46	-	940.68	-	6,798.78	
ASES Supplemental Grant	48,439.00	-	-	-	48,439.00	
E.M.S. - Paramedic Fund	(3,655.65)	3,271.41	3,523.88	-	(3,908.12)	(3)
Economic Development	4,690,552.34	1,074,776.73	-	-	5,765,329.07	
City Contributions/Donations Fund	1,200.00	-	-	-	1,200.00	
Sewer Operating Fund	1,876,815.51	446,240.84	433,132.61	(223.58)	1,889,700.16	
Sewer Replacement Fund	2,675,540.73	-	-	-	2,675,540.73	
CFD 2011-1 (Paseos)	206,755.20	-	4,584.15	-	202,171.05	
CFD 2011-2 (Arrow Station)	124,639.59	223.35	-	-	124,862.94	
Inland Empire Utility Agency	5,180,284.81	4,066.00	-	-	5,184,350.81	
Sewer Expansion Fee Fund	1,004,431.60	406.50	-	-	1,004,838.10	
Developer Impact Fees - Local	1,572,397.99	-	-	-	1,572,397.99	
Developer Impact Fees - Regional	933,198.77	-	-	-	933,198.77	
Burrtec Pavement Impact Fees	320,203.07	-	-	-	320,203.07	
PUC Reimbursement Fund-MVGS	219,720.15	-	-	-	219,720.15	
Utility Underground In-Lieu	383,396.52	-	-	-	383,396.52	
General Plan Update Fee	113,805.39	302.23	-	-	114,107.62	
Housing Fund	879,108.20	-	-	-	879,108.20	
Public Education/Govt. PEG Fee Fund	144,412.87	6,872.72	-	-	151,285.59	
Infrastructure Fund	(4,306,754.15)	-	1,086,253.24	-	(5,393,007.39)	(4)
COVID-19	-	-	-	-	-	
Successor Agency Bonds-Taxable	5,066,786.31	-	-	-	5,066,786.31	
Successor Agency Bonds-Tax Exempt	8,197,538.66	-	8,228.00	-	8,189,310.66	
2021 Lease Revenue Bond Proceeds	(1,923,280.53)	-	1,263,211.96	-	(3,186,492.49)	
2014 Lease Revenue Bond Debt Svc	(805,967.19)	266,259.13	-	-	(539,708.06)	(5)
2021 Lease Revenue Bond Debt Svc	2,198.36	-	-	-	2,198.36	
Pension Obligation Bond Debt Svc	3,679,799.92	-	3,676,163.44	2,360.91	5,997.39	
Contingency Fund	0.96	-	-	-	0.96	(1)
Assigned General Fund Reserves	36,391,514.77	-	-	-	36,391,514.77	(1)
TOTALS	\$ 73,093,229.10	\$ 10,046,380.74	\$ 10,522,217.15	\$ 2,360.91	\$ 72,619,753.60	

Negative Cash Notes follow this presentation.

Notes on Negative Cash Balances

- (1)** The General Operating Fund may have a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. As Contingency and General Reserves exceed this negative, the City is not utilizing restricted resources.
- (2)** These are reimbursable grant funds that utilize general pool monies initially to cover expenditures pending reimbursement from the granting agencies. Therefore, it is not uncommon for these to be negative until that reimbursement is received.
- (3)** This fund has operational deficits annually. At the end of the fiscal year it is restored by a General Fund Transfer.
- (4)** The Infrastructure Fund receives transfers from other funds to accomplish infrastructure projects. Those transfers are usually recorded when the projects nears completion or prior to mid-year budget preparation. Any negative in that fund will be eliminated at those times. Transfers from these funds (C.D.B.G., Gas Tax, Measure I, etc.) may go negative on cash pending collections of these revenues. In this way we can determine if obligations for projects are exceeding current resources.
- (5)** This debt service operation utilizes transaction and use taxes which are part of the sales tax and Successor Agency property taxes. These have been sufficient in prior fiscal years to cover the necessary debt service; however, they are not completely received until fiscal year-end. Once debt service is covered the excess will be transferred to the General Fund.

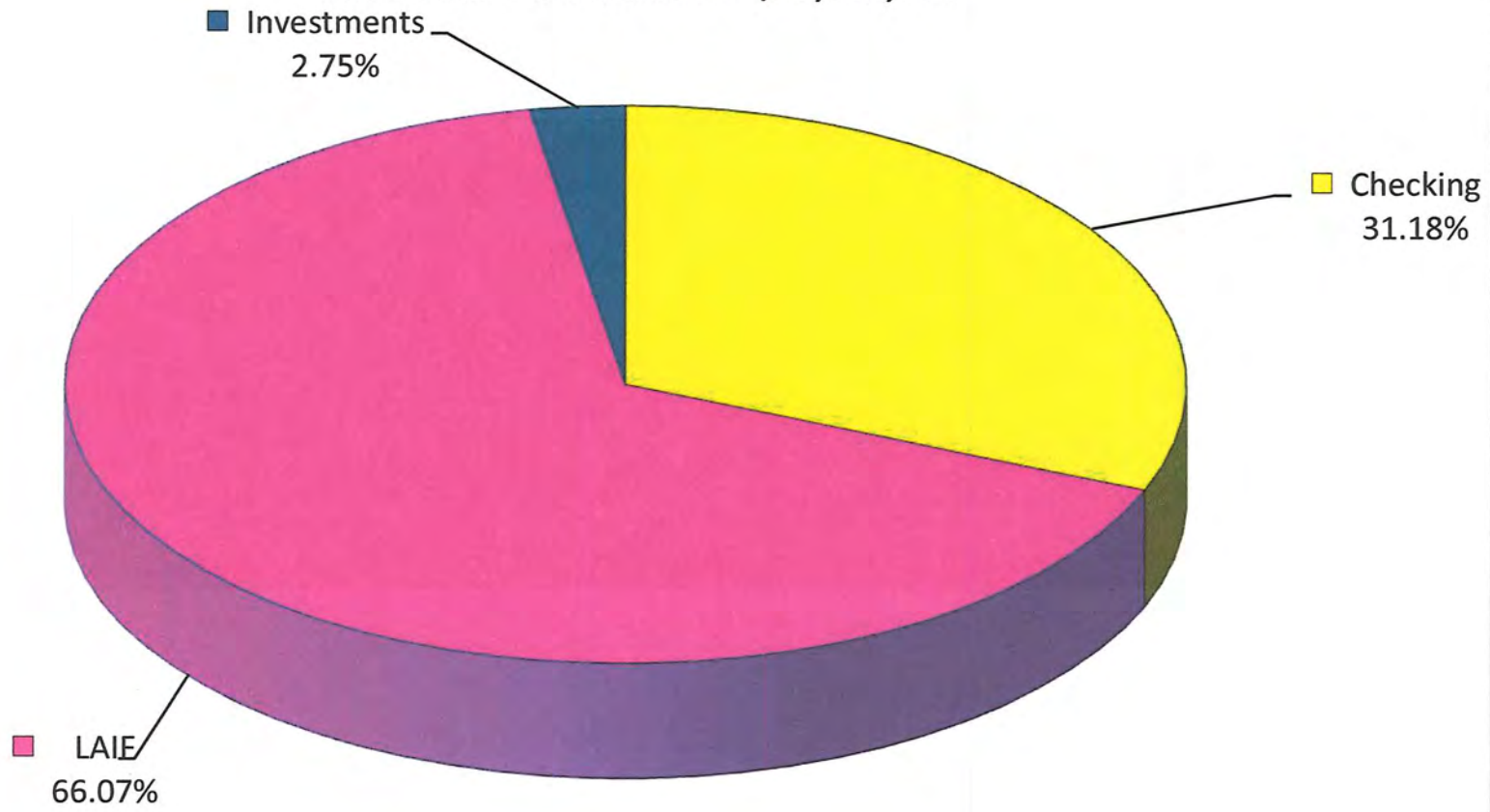
**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF May 31, 2024**

	<u>Par Value</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Coupon Interest Rate</u>	<u>Current Market Value</u>	<u>Balance at Cost</u>	<u>Totals</u>
CHECKING ACCOUNT							
Checking Account							\$ 22,640,827.03
Asset Seizure Account							\$ 2,473.00
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
Local Agency Investment Fund (LAIF)				4.410%	47,053,432.66	47,976,453.57	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 49,053,432.66</u>		\$ 49,976,453.57
U.S. AGENCY SECURITIES							
					<u>\$ -</u>		<u>\$ -</u>
TOTAL							<u>\$ 72,619,753.60</u>

Current market values obtained from US Bank.

**CITY OF MONTCLAIR
CASH AND INVESTMENTS BY TYPE
May 31, 2024**

Total Cash & Investments \$72,619,754



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
TREASURER'S REPORT
FOR THE MONTH ENDING**

May 31, 2024

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH BY FUND
May 31, 2024**

COMBINED OPERATING FUND

Operating	<u>8,823.39</u>	\$ 8,823.39
-----------	-----------------	-------------

LRPRP Fund

Operating	<u>0.00</u>	\$ 0.00
-----------	-------------	---------

RORF

	687,202.86	
RORF Area I	0.00	
RORF Area II	0.00	
RORF Area III	0.00	
RORF Area IV	0.00	
RORF Area V	0.00	
RORF Area VI	0.00	
		\$ 687,202.86

TOTAL CASH

\$ 696,026.25

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH
May 31, 2024**

Checking Account

US Bank

696,026.25

TOTAL CASH

696,026.25

NOTE:

In accordance with State law, the Successor Agency receives the monies necessary to cover its obligations for the upcoming six month period. The monies are received in January and June of each year.

The Successor Agency has sufficient funds available to meet expenditures during the upcoming six-month period.

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
WARRANT REGISTER**

FOR THE MONTH ENDING

May 31, 2024

City of Montclair
Final Warrant Register
Council Date 06/17/2024
Regular Warrants
Checking Account: Successor to the RDA

	Warrants	US Bank transfers	Area Totals
SRDA Combined Operating Fund	0.00	4,438.38	4,438.38
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00
	0.00	4,438.38	
May 31, 2024 Total			4,438.38

Note: Reimburse City for 5/9 payrolls
Reimburse City for 5/22 payrolls

Vice Chair Johnson

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 05/01/2024 To 05/31/2024

Printed on 06/05/2024 at 4:24 PM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
05/23/2024	\$2030.37	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimb City for 05/23/24 Payroll
Initiate Date 05/22/2024
Initiate Time 07:19PM CDT
Initiated By JKULBECK
Modify Date 05/23/2024
Modify Time 08:05AM CDT
Modified By
Completed Date 05/23/2024
Completed Time 08:05AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
05/09/2024	\$2408.01	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimb City for 05/09/24 Payroll
Initiate Date 05/09/2024
Initiate Time 12:51PM CDT
Initiated By JKULBECK
Completed Date 05/09/2024
Completed Time 12:51PM CDT

Total Number of Book Transfers: 2
Total Amount of Book Transfers: \$4,438.38

--- End of Report ---

**CITY OF MONTCLAIR
HOUSING CORPORATION
TREASURER'S REPORT
FOR THE MONTH ENDING**

May 31, 2024

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

**CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
May 31, 2024**

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account			
US Bank			77,154.38
 Investments			
LAIF	4.41%	1,086,350.43	1,092,697.62
TOTAL CASH & INVESTMENTS			1,169,852.00

NOTE:

Pursuant to the Corporation's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

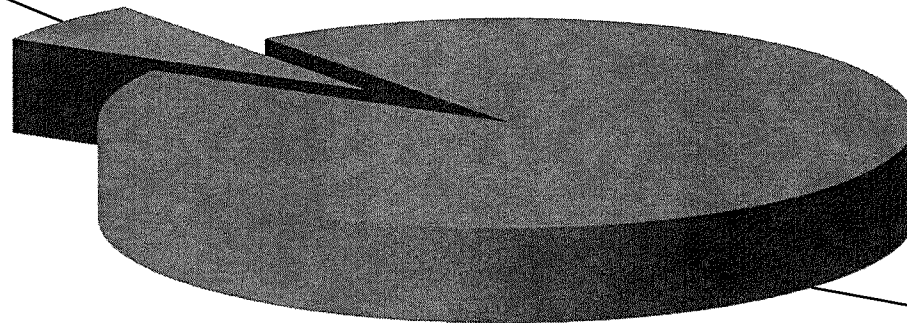
The Corporation has sufficient funds available to meet expenditures during the upcoming six-month period.

The Corporation is in compliance with the internal control procedures set forth in its Investment Policy.

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS GRAPH
May 31, 2024**

Total Cash & Investments - \$1,169,852

Checking Acct
6.6%



Local Agency Investment
Fund
93.4%

**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER**

FOR THE MONTH ENDING

May 31, 2024

City of Montclair
Final Warrant Register
Council Date 06/17/2024
Regular Warrants
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
62,350.57	0.00	0.00	0.00	62,350.57

May 31, 2024 Total

62,350.57

US Bank transfers:

Vice Chair Johnson

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 6/5/2024 4:31 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5660	ACI0001	ACI Flooring, Inc.	05/09/2024	9,206.48
5661	Deco002	Decore Design Build	05/09/2024	9,200.00
5662	HernG001	Gabriel Hernandez	05/09/2024	450.00
5663	Hugo001	Hugo Jaramillo	05/09/2024	16,601.25
5664	Lexa001	Lexar Construction	05/09/2024	10,000.00
5665	Perf003	Performance Construction & Remodeling I	05/09/2024	2,000.00
5672	Deco002	Decore Design Build	05/22/2024	9,200.00
5673	Mont002	City of Montclair	05/22/2024	2,986.62
5674	Mont074	Monte Vista Water District	05/22/2024	1,033.38
5675	SCE-Res	Southern California Edison Co	05/22/2024	190.62
5676	Sout018	Southern California Edison Co	05/22/2024	580.92
5677	Sout021	Southern California Gas Co	05/22/2024	901.30
Report Total (12 checks):				62,350.57

**CITY OF MONTCLAIR
HOUSING AUTHORITY
TREASURER'S REPORT**

FOR THE MONTH ENDING

May 31, 2024

Schedule 1

**CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH
May 31, 2024**

	<u>Amount</u>
Checking Account	
US Bank	3,183,037.57
TOTAL CASH	\$ <u>3,183,037.57</u>

NOTE:

During the upcoming month, surplus moneys will be invested in the Local Agency Investment Fund. The MHA has sufficient monies available to meet expenditures during the next six month period.

**CITY OF MONTCLAIR
HOUSING AUTHORITY
TREASURER'S REPORT**

FOR THE MONTH ENDING

May 31, 2024

Schedule 1

**CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH
May 31, 2024**

	<u>Amount</u>
Checking Account	
US Bank	3,183,037.57
TOTAL CASH	\$ <u>3,183,037.57</u>

NOTE:

During the upcoming month, surplus moneys will be invested in the Local Agency Investment Fund. The MHA has sufficient monies available to meet expenditures during the next six month period.