

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

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

March 4, 2019

7:00 p.m.

*As a courtesy, please silence your cell phones and other electronic devices while the meeting is in session.*

*Persons wishing to speak on an agenda item, including closed session items, are requested to complete a yellow Speaker Information Card located at the entrance of the Council Chambers and present it to the City Clerk prior to consideration of the item. The Mayor/Chair (or the meeting's Presiding Officer) will recognize those who have submitted a card at the time of the item's consideration by the City Council/Board of Directors/Commissioners, and speakers may approach the podium to provide comments on the item at that time.*

*Audio recordings of the CC/SA/MHC/MHA/MCF meetings are available on the City's website at [www.cityofmontclair.org](http://www.cityofmontclair.org) and can be accessed by the end of the next business day following the meeting.*

- 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**

**VI. PUBLIC HEARINGS**

Page No.

- A. First Reading — Introduction of Ordinance No. 19-980 Adding Chapter 9.105 to the Montclair Municipal Code (MMC) Pertaining to the Installation of Wireless "Small Cell" Technology Within the Public Right-of-Way, Amending Chapter 9.02 of the MMC to Add Definitions, and Amending a Portion of Chapter 11.73 of the MMC to Eliminate Conflicting Language [CC]

Consider Setting a Public Hearing on Monday, March 18, 2019, at 7:00 p.m. in the City Council Chambers to Consider Second Reading and Adoption of Ordinance No. 19-980; Adoption of Resolution No. 19-3228 Establishing Design Guidelines for Small Cell Facilities Within the Public Right-of-Way; and Adoption of Resolution No. 19-3229 Establishing Permit Fees, Appeal Fees, and Other Fees Relating to Small Cell Facilities Within the Public Right-of-Way [CC]

4

**VII. PUBLIC COMMENT**

*This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded up to five minutes to address the City Council/Boards of Directors/Commissioners. (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.*

**VIII. CONSENT CALENDAR**

A. Approval of Minutes

1. Special City Council Meeting — February 5, 2019 [CC]
2. Adjourned Special City Council Meeting — February 6, 2019 [CC]
3. Regular Joint Meeting — February 19, 2019 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports	
1. Consider Approval of Parcel Merger No. 2019-1 for Two Parcels Generally Located on the Northeast Corner of Brooks Street at Monte Vista Avenue [CC]	34
2. Consider Approval of Warrant Register and Payroll Documentation [CC]	40
C. Agreements	
1. Consider Approval of Agreement No. 19-18 Amending Agreement No. 17-20 with Albert Grover & Associates for Design Services Related to the Central Avenue Rehabilitation Project Phase 1 [CC]	
Consider Approval of an Additional Appropriation of \$26,340 from Bond Proceeds for Costs Related to Design Services for the Central Avenue Rehabilitation Project Phase 1[CC]	41
2. Consider Approval of Agreement No. 19-19 with Fehr & Peers for the Preparation of a Systemic Safety Analysis Report [CC]	46
3. Consider Approval of Agreement No. 19-20 with the Davenport Group, LLC for the Purchase of Licenses, Installation, Implementation, and Training for the Lama Software Suite for Use by the Community Development and Public Works Departments [CC]	
Consider Authorizing City Manager Edward C. Starr to Execute All Documents in Relation to the Implementation of Agreement No. 19-20 [CC]	
Consider Authorizing a \$79,250 Appropriation from the Technology Reserve Fund for Costs Related to Agreement No. 19-20 [CC]	69
4. Consider Approval of Agreement No. 19-21 With San Bernardino County Transportation Authority for the Betterment of Sewer Infrastructure in Monte Vista Avenue Crossing the I-10 Freeway [CC]	106
5. Consider Approval of Agreement No. 19-22 with Blais & Associates, Inc. for Grant Writing Services [CC]	
Consider Authorizing a \$50,000 Appropriation from the Contingency Fund to the General Operating Fund for Costs Related to Agreement No. 19-22 [CC]	114
6. Consider Approval of Agreement No. 19-24 with AppleOne Employment Services to Provide Staffing Services for the Montclair After-School Program [CC]	131
D. Resolutions	
1. Consider Adoption of Resolution No. 19-3232 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC]	135
<b>IX. PULLED CONSENT CALENDAR ITEMS</b>	
<b>X. BUSINESS ITEMS — None</b>	
<b>XI. RESPONSE — None</b>	
<b>XII. COMMUNICATIONS</b>	
A. City Department Reports — None	

- B. City Attorney
  - 1. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations
    - Property: 5040 Arrow Hwy., Montclair (APN 1007-701-01-0000)
    - Negotiating Parties: City of Montclair and Miriam A. Kendall, Trustee of the Miriam A. Kendall Trust Ownership
    - City Negotiator: Edward C. Starr, City Manager
    - Under Negotiation: Recommendations Regarding Purchase Price
- C. City Manager/Executive Director
- D. Mayor/Chairperson
  - 1. Reorganization of 2018-20 Council Committee/Liaison Assignments [CC]
- E. Council/SA Board/MHC Board/MHA Commission/MCF Board
- F. Committee Meeting Minutes (*for informational purposes only*)
  - 1. Personnel Committee Meeting— February 19, 2019 [CC]

141

**XIII. CLOSED SESSION**

**XIV. CLOSED SESSION ANNOUNCEMENTS**

**XV. 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, March 18, 2019, at 7:00 p.m. in the Council Chambers.*

*Reports, backup materials, and additional materials related to any item on this Agenda distributed to the Acting Bodies after distribution of the Agenda packet are available for public inspection in the City Clerk's Office at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)*

*I, Andrea M. Phillips, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall, 5111, Benito Street on February 28, 2019.*



# AGENDA REPORT

---

**DATE:** MARCH 4, 2019 **FILE I.D.:** CDV079  
**SECTION:** PUBLIC HEARINGS **DEPT.:** COMMUNITY DEV.  
**ITEM NO.:** A **PREPARER:** M. DIAZ/Y. NEMETH  
**SUBJECT:** FIRST READING - INTRODUCTION OF ORDINANCE NO. 19-980 ADDING CHAPTER 9.105 TO THE MONTCLAIR MUNICIPAL CODE PERTAINING TO THE INSTALLATION OF WIRELESS "SMALL CELL" TECHNOLOGY WITHIN THE PUBLIC RIGHT-OF-WAY, AMENDING CHAPTER 9.02 TO ADD DEFINITIONS, AND AMENDING A PORTION OF CHAPTER 11.73 TO ELIMINATE CONFLICTING LANGUAGE

CONSIDER SETTING A PUBLIC HEARING ON MONDAY, MARCH 18, 2019, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS TO CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 19-980; ADOPTION OF RESOLUTION NO. 19-3228 ESTABLISHING DESIGN GUIDELINES FOR SMALL CELL FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY; AND ADOPTION OF RESOLUTION NO. 19-3229 ESTABLISHING PERMIT FEES, APPEAL FEES, AND OTHER FEES RELATING TO SMALL CELL FACILITIES WITHIN PUBLIC RIGHT-OF-WAY

---

**REASON FOR CONSIDERATION:** Amendments to the Montclair Municipal Code (MMC) require public hearing review and approval by the City Council. A copy of proposed Ordinance No. 19-980 and accompanying resolutions for Design Guidelines and fees related to small cell facilities within the public right-of-way (ROW) are attached for review and discussed below.

If the proposed Ordinance is adopted after second reading, the City Council would be asked to simultaneously adopt Resolution Nos. 19-3228 and 19-3229 to approve the Design Guidelines and associated fees.

**BACKGROUND:** The Telecommunications Act of 1996 makes it unlawful for local governments to prohibit, or have the effect of prohibiting, the "provision of personal wireless service," prevents local governments from "unreasonably discriminating among providers of functionally equivalent services," and requires that local governments "act on any authorization to place, construct, or modify wireless service facilities within a reasonable period of time." On September 27, 2018, the Federal Communications Commission (FCC) released the declaratory ruling and order titled "Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment" (the "FCC Order") and made the following statement in support of its actions:

"The FCC is committed to doing our part to help ensure the United States wins the global race to 5G to the benefit of all Americans. Today's action is the next step in the FCC's ongoing efforts to remove regulatory barriers that would unlawfully inhibit the deployment of infrastructure necessary to support these new services ... We thus find that now is the appropriate time to move forward with an approach geared at the conduct that threatens to limit the deployment of 5G services."

Source: <https://www.fcc.gov/document/fcc-facilitates-wireless-infrastructure-deployment-5g>

In short, the FCC placed shortened time frames, or “shot clocks,” and other requirements, such as those related to aesthetic standards, on local review of wireless facility installations. Most of the FCC Order went into effect on January 14, 2019, and the portion related to aesthetic standards for wireless installations will go into effect on April 15, 2019.

Among other requirements, the FCC declaratory order and ruling will have the following effects:

1. If a city does not render a decision on a small wireless facility application within a specified time period (60 days for installations on existing structures, and 90 days for new structures), the failure to meet the deadline for action will be presumed to violate federal law (both a failure to act within a reasonable period of time and an effective prohibition of personal wireless services).
2. All fees (including permit fees and rental fees for use of government-owned infrastructure, such as streetlights) must be based on a reasonable approximation of the local government’s costs, such that only objectively reasonable costs are factored into those fees, and fees are no higher than the fees charged to similarly situated competitors in similar situations.
  - a. The FCC created “safe harbors” of presumptively reasonable fee levels that include: non-recurring fees equal to \$500 for a single application for up to five collocations, plus \$100 for each additional collocation facility, and \$1,000 for each new pole. Recurring fees are presumed reasonable if equal to \$270 per facility/per year, including the fee for attachment to municipal infrastructure and use of ROW.
3. Aesthetic standards, including undergrounding, will not be preempted if they are:
  - (a) reasonable;
  - (b) no more burdensome than those applied to other types of infrastructure deployments; and
  - (3) objective and published in advance.

Another FCC Order that was released in August 2018 prohibits cities from imposing a moratorium on wireless installations, which means that there can be no pause in accepting or processing applications to allow a city to study and address potential issues. As a result, the City needed to immediately assess its existing wireless ordinance. The City’s existing wireless ordinance (Chapter 11.73 of the MMC), adopted in 2003, primarily focused on the development of macro cell (e.g. “monopines or monopalms”) facilities on private property. As such, the Ordinance did not adequately address so-called “small cell technology,” allow the placement of antennas in the public ROW, or have a review and permitting process that would allow the City to meet the new FCC shot clocks.

Since 2003, cell phone use and capabilities have increased to the point that additional wireless broadband infrastructure is needed to meet the growing demand for data capacity and speed, particularly in populous areas throughout the country. Hence, small cell facilities, typically taking the form of small antennas (3–4 feet tall) attached to existing infrastructure (such as utility poles) within the public ROW, have become the new method of antenna deployment around the country. Currently, 4G (Fourth Generation) is the antenna technology in widespread use, but the implementation of 5G technology is not far off.

Like a “macro” cell-site facility, a small cell facility transmits a wireless signal to and from a defined area. Because a small cell uses lower power than a traditional macro cell, it also provides coverage to a significantly smaller space. Small cells present two key benefits. First, networks that employ small cells often use spectrum more efficiently, which leads to capacity gains. For example, a network of 10 small cells can use the same spectrum as a single macro cell and have 10 times the overall capacity. Second, because of their size, a small cell may fit where it would be impossible or infeasible to place a macro cell. Providers currently use small cells to cover targeted indoor or outdoor areas, including stadiums, shopping malls, hospitals, and other outdoor spaces.

### Proposed Ordinance

Proposed Ordinance No. 19-980 and the separate set of Design Standards would provide a permitting process for wireless facilities in the public ROW and aesthetic standards for deploying small cell facilities within the public ROW, consistent with the FCC Order. The Ordinance would:

1. Comply with new federal regulations that have taken effect related to the deployment of small cell facilities (as referenced above).
2. Provide for the development of aesthetic standards to address both aesthetic and location preferences. The Design Standards, which are discussed below in more detail, are proposed to be adopted by Resolution to give the City the ability to quickly respond and modify standards as necessary to address future changes/developments in technology.
3. Outline permit and process requirements that allow the City to meet the short approval timeframes (i.e., “shot clocks”) set by the FCC.
4. Require a City-issued Encroachment permit and/or Construction Permit for the installation of small cell antennas within the public ROW. Since Southern California Edison (SCE) and other utility companies own nearly all of the existing streetlights, utility poles, hydrants, etc., within the public ROW, it is the responsibility of applicants to obtain prior permission from these entities to utilize their structures for attaching and operating a small cell facility.

### Design Standards

Though most of the FCC Order is currently in effect, the Order allows local governments to set aesthetic standards for wireless facility installations, per the criteria mentioned above, by April 15, 2019. Under federal law, design regulations cannot materially prohibit the provision of wireless services. The purpose of the proposed Design Standards is to establish general aesthetic requirements and standards to assure a greater degree of visual compatibility and consistency for small cell facilities installed within the public ROW. Small cell facilities not installed within the public ROW are not bound to the requirements of these Standards, but are subject to the provisions of the City’s Wireless Telecommunications Ordinance in Chapter 11.73 of the MMC.

The Standards cannot dictate a specific solution for use in every case, but they illustrate the desired level of design quality that the City envisions. The graphics included in the document are meant to convey what is “encouraged” and what is “discouraged” for small cell installations. The proposed Standards may be amended from time to time to respond to improvements in design and/or technology.

Although the proposed Design Standards contain the full details pertaining to the installation of small cell facilities in the public ROW, the basic elements of these Standards are summarized below:

1. CITY REVIEW – The City’s Public Works Department is the responsible entity for permitting any infrastructure, object, or construction in the public ROW. Given the concern for aesthetics, according to the proposed Ordinance, the Community Development Director, or his or her designee, will administer the newly-added Chapter 9.105 of the City Code.
2. LOCATION CRITERIA – Although the City recognizes that the siting of small cell facilities is largely dictated by wireless service providers in response to customer need, terrain, and radio frequency modeling results, the City seeks to minimize the amount of new infrastructure placed in the public ROW. Carriers are encouraged to utilize existing utility structures for wireless networks to the maximum extent feasible. Existing utility poles are already standing, are of adequate height for antennas in most cases, and have electrical power nearby.

The Design Standards prohibit small cell facilities from being attached to traffic signal/control poles, utility lines (wires), on new wood poles erected solely for the placement of a small cell facility, and they prohibit the use of freestanding electrical pedestals.

3. STANDARD DESIGN CRITERIA – The general intent for developing the Standards is to preserve the character of the City’s neighborhoods and corridors by encouraging installations that blend into the existing streetscape as much as possible. While it is impossible to create a design that works for every potential situation and for each carrier’s equipment, the intent of the Standards is to reduce the potential for visually-disruptive installations. Design criteria contained in the Standards includes, but are not limited to, the following:
  - a. Match the aesthetics and alignment of the existing street and utility structures in the public ROW of the neighborhoods adjacent to proposed small cell facility location(s).
  - b. Standardize pole design elements, such as color and location, to meet the intent and character of existing infrastructure in the public ROW.
  - c. Prefer small cell facilities that do not require new power poles or overhead wires to be served.
  - d. Limit pole heights to match existing street lighting and other poles in the public ROW in the vicinity of the proposed small cell facility, as much as possible.
  - e. Enclose antennas and associated equipment as much as possible to minimize visual impact.
  - f. In any Specific Plan Area (i.e., North Montclair Downtown Specific Plan), or a neighborhood with unique streetlight assemblies, new small cell facilities may only be allowed if the applicant can demonstrate that the small cell installation can effectively match the existing streetlight aesthetics in terms of the design, colors, height and size. Unique assemblies may include, without limitation, mast arms, decorative pole bases, architectural luminaires, mounting heights, and pole colors.

City staff has met with representatives of a number of wireless carriers who are interested in submitting applications to install small cell facilities within the City. The wireless carriers and SCE were sent copies of the proposed Ordinance and Design Standards for their review and comments. Staff received comments from legal counsel representing Verizon and Crown Castle suggesting revisions to the proposed Ordinance and Design Guidelines. These comments were referred to the City’s special counsel at Best, Best & Krieger (BBK), who specialize in telecommunications law and have been assisting staff with the proposed Ordinance and Standards. The proposed Ordinance was modified to address the carriers’ comments and concerns based on BBK’s recommendations.

**FISCAL IMPACT:** The proposed Ordinance includes provisions for cost recovery fees in reviewing applications for small cell facilities. The proposed fees are contained in a separate Resolution, proposed Resolution No. 19-3229, and are described below:

<u>New Fees Related to Small Cell Facilities Within the Public ROW</u>	
<u>Non-Recurring Fees</u>	
<ul style="list-style-type: none"> <li>• Collocation to existing pole/structure(s). Limit one collocation per application submittal.</li> </ul>	\$500
<ul style="list-style-type: none"> <li>• For each application above five, \$100 additional per application.</li> </ul>	\$100
<ul style="list-style-type: none"> <li>• New Construction (new pole or structure installation), per application.</li> </ul>	\$1,000
<u>Recurring Fees</u> (for use of space on City-Owned Poles), per year	\$270 per pole
<u>Appeal Fee</u>	\$200

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

1. Introduce Ordinance No. 19-980 adding Chapter 9.105 to the Montclair Municipal Code pertaining to the installation of wireless “small cell” technology within the public right-of-way, amending Chapter 9.02 to add definitions, and amending a portion of Chapter 11.73 to eliminate conflicting language; and
2. Set a public hearing for Monday, March 18, 2019, at 7:00 p.m. in the City Council Chambers to consider second reading and adoption of Ordinance No. 19-980; adoption of Resolution No. 19-3228 establishing Design Guidelines for small cell facilities within the public right-of-way; and adoption of Resolution No. 19-3229 establishing permit fees, appeal fees, and other fees relating to Small Cell Facilities within the Public right-of-way.



**ORDINANCE NO. 19-980**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ADDING CHAPTER 9.105 TO THE MONTCLAIR MUNICIPAL CODE PERTAINING TO THE INSTALLATION OF WIRELESS "SMALL CELL" TECHNOLOGY WITHIN THE PUBLIC RIGHT-OF-WAY; AMENDING CHAPTER 9.02 TO ADD DEFINITIONS; AND AMENDING A PORTION OF CHAPTER 11.73 TO ELIMINATE CONFLICTING LANGUAGE**

**WHEREAS**, the City of Montclair, California ("City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

**WHEREAS**, pursuant to the police powers delegated to it by the California Constitution, the City is authorized to enact laws which promote the public health, safety, and general welfare of its citizens; and

**WHEREAS**, the Telecommunications Act of 1996 makes it unlawful for local government to prohibit, or have the effect of prohibiting, the "provision of personal wireless service," prevents local government from "unreasonably discriminating among providers of functionally equivalent services," and requires that local government "act on any authorization to place, construct or modify wireless service facilities within a reasonable period of time; and

**WHEREAS**, the next generation of wireless technology increasingly being deployed is typically referred to as "small cells;" and

**WHEREAS**, generally, the term "small cell" refers to the smaller coverage area of the wireless signal rather than the traditional macro-cell towers that can cover miles in each direction; and

**WHEREAS**, small cell facilities are often proposed to be attached to structures within public rights-of-way (ROW), including utility and light poles and other street furniture; and

**WHEREAS**, on October 15, 2018, the Federal Register published Federal Communications Commission (FCC) order on the *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment* (hereafter referred to as FCC 18-133); and

**WHEREAS**, the intent of FCC 18-133 is to implement Congress's vision for a consistent national policy framework to guide the deployment of next-generation of wireless facilities across the nation; and

**WHEREAS**, among other things, FCC 18-133 places new limitations on local authority to regulate small cells including new shot clocks for acting on applications and limits on fees which went into effect on January 14, 2019, and limits on aesthetic standards which go into effect on April 15, 2019; and

**WHEREAS**, the existing wireless regulations in Chapter 11.73 of the Montclair Municipal Code do not fully address the topic of small cell wireless telecommunication facilities being installed within the public right-of-way and the limitations in FCC 18-133; and

**WHEREAS**, the City Council deems it to be necessary and appropriate to provide for certain standards and regulations relating to the location, placement, design, construction and maintenance of small cells and other structures within the City's public rights-of-way, and providing for the enforcement of said standards and regulations, consistent with federal and state law limitations on that authority; and

**WHEREAS**, pursuant to Sections 9.16.010 and 9.16.100 of the Montclair Municipal Code the City Engineer is authorized to review and approve all work conducted within the public right-of-way, including the erection of utility poles for the stringing of wires for telephone, telegraph or electrical service, or for any other purpose; and

**WHEREAS**, this ordinance adds Chapter 9.105 to Chapter 9 of the Municipal Code to address small cell wireless telecommunication facilities being installed within the public right-of-way and requiring that such facilities comply with design guidelines and applicable fees as adopted by separate resolutions of the City Council; and

**WHEREAS**, this ordinance adds to the glossary of Chapter 9.02 a series of new terms related to this subject; and

**WHEREAS**, Chapter 11.73 contains conflicting language on regulation of wireless in the public right-of-way which is removed by this ordinance.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Montclair City Council:

**SECTION I.** The foregoing Recitals are adopted as findings of the City Council as though set forth in fully within the body of this ordinance.

**SECTION II.** The Montclair Municipal Code for the City of Montclair ("Code") shall be amended to add new definitions to Chapter 9.02 ACRONYMS AND DEFINITIONS, Section 9.02.020 (Definitions) as follows:

**Abandoned** means any Small Cell Facilities or Wireless Support Structures that are unused for a period of one hundred eighty (180) days without the Operator otherwise notifying the City and receiving the City's approval.

**Antenna** means communications equipment that transmits or receives radio frequency signals.

**Applicant** means any Person applying for a Small Cell Permit under Chapter 9.105.

**Base Station** shall have the meaning as set forth in 47 C.F.R. Section 1.6100(b)(1).

**Collocation** or **Collocate** means the same as defined by the Federal Communications Commission in 47 C.F.R. § 1.6002(g)(1) and (2), as may be amended.

**Decorative Pole** means a pole, arch, or other structure, except for a street light pole, placed in the public right-of-way that is specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for any of the following (a) electric lighting; (b) specially designed informational or directional signage; (c) temporary holiday or special event attachments.

**Design Standards** means those detailed design standards, specifications and examples adopted by the City Council pursuant to Chapter 9.105 related to the design and installation of Small Cell Facilities.

**Eligible Facilities Request** shall have the meaning as set forth in 47 C.F.R. Section 1.6100(b)(3).

**Meter Pedestal** means the housing for the main source of power and distribution of panels for building, streetlights, parks and other uses.

**Permittee** means the Applicant issued a Small Cell Permit pursuant to this Chapter.

**Person** means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.

**Personal wireless service** means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended, which defines the term as commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services.

**Public right-of-way** means the surface of, and the space within, through, on, across, above, or below, any public street, public sidewalk, public boulevard, public parkway, and any other land dedicated or otherwise designated for a compatible public use, which is owned or controlled by the City of Montclair.

**Small Cell Facility** shall mean a type of wireless infrastructure comprised of small antennas that are placed on existing or new vertical infrastructure (such as utility poles) within the public right-of-way, and which are accompanied by equipment installed on the pole, on or below the ground.

More specifically, a Small Cell Facility shall meet all of the following requirements:

- a. The facility
  - i. Is mounted on a structure 50 feet or less in height, including antennas, as defined in 47 C.F.R. Section 1.1320(d); or
  - ii. Is mounted on a structure no more than 10 percent taller than other adjacent structures; or
  - iii. Does not extend existing structures on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- b. Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 C.F.R. Section 1.1320(d)), is no more than three (3) cubic feet in volume;
- c. All other wireless equipment associated with the facility, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is cumulatively no more than twenty-eight (28) cubic feet in volume;
- d. The facilities does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 C.F.R. Section 1.1307(b);
- e. The facility is not located on Tribal lands, as defined under 36 CFR 800.16(x); and
- f. The facility does not require antenna structure registration under 47 C.F.R. Part 17.

**Small Cell Permit** means the non-exclusive grant of authority issued by the City of Montclair to install a Small Cell Facility in a portion of the Public right-of-way in accordance with Chapter 9.105.

**Support Structure** means any structure capable of supporting a Base Station.

**Tower** means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for personal wireless services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include Utility Poles.

**Utility Pole** means a structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. "Utility pole" excludes street signs, street light poles, and Decorative poles.

**Wireless Facility** means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including, without limitation, all of the following:

- a. Equipment associated with wireless communications;
- b. Radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration;
- c. Associated towers, support structures, or base stations; and
- d. The term does not include Coaxial or fiber-optic cable that is not immediately adjacent to or directly associated with a particular Antenna and equipment.

**SECTION III.** The Montclair Municipal Code for the City of Montclair ("Code") shall be amended to add a new Chapter 9.105 entitled "SMALL CELL FACILITIES IN THE PUBLIC RIGHT-OF-WAY" as follows:

**9.105.10 Purpose and intent.**

The purpose of this chapter is to establish procedures and standards, consistent with all applicable federal, state, and local laws for small cell facilities and eligible facilities

requests in the City's public right-of-way and to ensure that facilities are carefully located, designed, constructed, modified, maintained, unified, and removed when no longer in use in conformance with all applicable health, safety, and welfare regulations.

A. Exemptions.

1. In the event that there is an emergency, disaster, special event, or other extenuating circumstances, the Community Development Director may exempt from the requirements of this chapter the installation of a "cell on wheels," "cell on truck," or a similar structure for a temporary period in connection with the emergency or event, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities.

2. The placement or modification of Wireless Facilities by the City or by any other agency of the state solely for public safety purposes.

**9.105.20 General Requirements**

The following requirements shall apply to Wireless Facilities, as defined in Section 9.02.020 of the Montclair Municipal Code, which are proposed for installation within the public right-of-way:

- A. The permitting procedures and authorizations set forth in this chapter shall apply only to Small Cell Facilities and Eligible Facilities Requests in the public right-of-way. Except for small cell facilities, facilities qualifying as eligible facilities requests, exempt facilities, or any other type of facility expressly allowed in the public right-of-way by state or federal law, no other Wireless Facilities shall be permitted pursuant to this Chapter.
- B. No Person shall occupy or use the Public right-of-way without first obtaining City approval and appropriate permit(s), per the provisions of Chapter 9.105 of the Montclair Municipal Code, and any requisite consent of the City. Before placing Wireless Facilities in the public right-of-way (other than exempt facilities), an Applicant must apply for and receive all necessary approvals and permits, including, but not limited to, a general encroachment permit for work within public right-of-way as provided under Chapter 9 of the Montclair Municipal Code.
- C. In occupying or using the public right-of-way, no Person shall compromise the public health, safety, and welfare.
- D. Nothing in this chapter precludes the City from applying its generally applicable health, safety, and welfare regulations when granting a permit for a Wireless Facility in the City's public right-of-way.
- E. Any wireless facility already existing in the public right-of-way as of the date of this Chapter's adoption shall remain subject to the provisions of the Montclair Municipal Code in effect prior to this Chapter, unless and until a renewal of such then-existing permit is granted, at which time the provisions of this Chapter shall apply in full force going forward as to such facility. The review of any request for a renewal of a permit for such pre-existing wireless facilities shall be conducted pursuant to this Chapter, rather than the portion(s) of the Municipal Code under which it was previously reviewed.

**9.105.30 Administration**

Community Development Director ("the Director") or his or her designee is responsible for administering this Chapter. As part of the administration of this Chapter, the Director may:

- 1. Interpret the provisions of this Chapter and the Design Standards;
- 2. Develop forms and procedures for submission of Applications consistent with this Chapter;
- 3. Determine the amount of and collect, as a condition of the completeness of any Application, any fee established by this Chapter in accordance with applicable laws and regulations;

4. Establish deadlines for submission of information related to an Application, and extend or shorten deadlines where appropriate and consistent with state and federal laws and regulations;
5. Issue any notices of incompleteness, requests for information, or conduct or commission such studies as may be required to determine whether a permit should be issued;
6. Require, as part of, and as a condition of completeness of any application, notice to members of the public that may be affected by the Application; and
7. Take such other steps as may be required to timely act upon Applications, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

#### **9.105.40 Application and Approval Process**

- A. Pre-Application Conference. A pre-submittal conference with City staff and potential Applicants is strongly encouraged to discuss potential project applications on a conceptual level.
- B. Application Required. Prior to installation, modification, relocation or removal of a Wireless Facility in the public right-of-way, the Applicant shall apply to the City in-person and receive approval from the City.
- C. Required Application Materials. An applicant shall submit an application on the form approved by the Community Development and Public Works Departments, which may be updated from time-to-time, but in any event shall require the submission of all required fee(s), documents, information, and any other materials necessary to allow the City to make required findings and ensure that the proposed facility will comply with applicable federal and state law and the Montclair Municipal Code, and will not endanger the public health safety, or welfare. Application forms shall be obtained from the Department of Community Development.
- D. Application Processing Fee. An application processing fee shall be collected at the time an Application is submitted for review and approval. The fee amount shall be in conformance with the limits prescribed by law and/or the established fee resolution of the City of Montclair.
- E. Incompleteness. Applications will be processed to determine completeness and consistency with all applicable federal, state, and local laws. If an application is incomplete, the Community Development Department and/or Public Works Department shall notify the applicant in writing of the specific deficiencies with the submitted application and/or materials.
- F. Application Approval. The final review and determination regarding a complete application shall be made by the Director.
  1. Except for Eligible Facilities Requests, the Director shall approve an application if, on the basis of the application and other materials or evidence provided in review thereof, they find the following:
    - a. Safety and compliance of the design of the proposed facilities, relevant structures, landscaping, luminaries and other site features which may include functional aspects of the site development, including compliance with any applicable design standards, as adopted by resolution of the City Council; and
    - b. Compliance with all applicable requirements and standards of state and federal law; and
  2. For eligible facilities requests, the Director shall approve an application if, on the basis of the application and other materials or evidence provided in review thereof, it finds the following:
    - a. That the application qualifies as an eligible facilities request; and

- b. That the proposed facility will comply with all generally-applicable laws.
3. Application approval shall not be construed to waive standard permit fees for building or public works permits authorizing construction activities conducted within the City.
4. Decisions shall be in writing and include the reasons for the decision.
5. The Director is authorized, in his or her discretion, to select and retain independent consultant(s) with expertise in telecommunications in connection with the review of any application under this Chapter. Such independent consultant review may be retained on any issue that involves specialized or expert knowledge in connection with an application, including, but not limited to, application completeness or accuracy, structural engineering analysis, or compliance with FCC radio frequency emissions standards.

#### **9.105.50 Design Standards**

The City Council shall adopt by resolution detailed Design Standards to provide guidance and a degree of consistency in the design of small cell facilities proposed for placement within the public right-of-way. The guidelines are not intended to dictate a one-size fits all approach for use at all times and/or for all potential locations, but to illustrate how small cell facilities can be aesthetically integrated into the existing public streetscape and neighborhood character with the least amount of adverse visual impact as possible.

In the event that strict compliance with any provision contained in the approved Design Standards, as applied to a specific proposed Small Cell Facility, would effectively prohibit the provision of personal wireless services, the Director may grant exceptions from strict compliance. All waivers approved pursuant to this subsection shall be (1) granted only on a case-by-case basis; and (2) narrowly-tailored to minimize deviation from the requirements of the adopted Design Standards.

#### **9.105.60 Standard Conditions of Approval**

All applications approved to install a small cell facility within the public right-of-way shall be subject to the following standard conditions of approval, in addition to any supplemental conditions imposed by the City and other sections of this Ordinance, unless modified by the Director:

- A. Installation Time Frame. Approved small cell facilities within the public right-of-way shall be fully complete per approved plans within 180 days from the date of approval.
  1. An applicant may submit a written request for a time extension to the Community Development Director for an extended time frame not to exceed 180 days from the last day of the previous approval time frame.
  2. Requests for a time extension shall be submitted in writing to the Community Development Director at least 10 calendar days prior to the expiration date of the initial small cell facility approval date. Requests for the time frame extension shall provide a reason for the delay.
  3. Failure to complete the project within above specified periods shall deem the project approval null and void and require the removal of all work performed in the right-of-way or require the submittal of a new project application and payment of associated fees, including the cost for new building and/or public works permits.
- B. Permit Duration. A small cell permit shall be valid for a period of ten (10) years, unless pursuant to another provision of the Code or these conditions, it expires sooner or is terminated. At the end of ten (10) years from the date of issuance, such Permit shall automatically expire, unless an extension or renewal has been granted. A person holding a small cell permit must either (1) remove the small cell facility within thirty (30) days following the permit's expiration (provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure in the right-of-way need not be removed, but must be restored to its prior condition, except as specifically permitted by the City); or (2) at least ninety (90) days prior to expiration, submit an application to

renew the small cell permit, which application must, among all other requirements, demonstrate that the impact of the small cell facility cannot be reduced. The small cell facility must remain in place until it is acted upon by the City and all appeals from the City's decision exhausted.

- C. Other Permits Required. Upon the approval a Small Cell Facility Application, and prior to the commencement of work in the public right-of-way, the applicant shall obtain all required public works and/or building permits to construct and/or install the approved Small Cell Facility and pay all applicable fees.
- D. Insurance. Permittees obtaining a permit to install a small cell facility in the public right-of-way, its successors and assigns, at its expense, and without cost to the City, shall procure and maintain a single limit commercial general liability insurance policy for bodily injury and property damage and general aggregate amount as determined by the City Risk Manager. All coverages are to be arranged on an occurrence basis and include coverage for those hazards normally identified during construction. All insurance coverage required herein shall be written in a form and by a company or companies reasonably approved by the Risk Manager of the City of Montclair and authorized to do business in the State of California. All such insurance policies shall be specifically endorsed to include all liability assumed by the Permittee hereunder and shall name the City of Montclair as an additional insured as its interest may appear under this Permit.
- E. Transferability. The approval to operate a small cell facility within the public right-of-way may be transferred to a new person upon written notice to the City if no change to the physical configuration of the approved facility is proposed. A new person seeking to make changes to the physical components of an existing approved facility and/or desiring to upgrade to new technology may be subject to the requirement of submitting a new application and review process to utilize the subject location.
- F. Emergency Contact and Access. The Permittee shall provide a contact person and phone number where a live individual can be contacted in the event of an emergency. In the event of an emergency, the City or its designee may enter onto the facility to inspect upon a 24 hours' notice to the Permittee. The permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.
- G. Maintenance. The Permittee shall continually maintain the appearance of all components related to the small cell facility or wireless support structure. A description of the anticipated maintenance and monitoring program for the antennae and back-up equipment, including frequency of maintenance services, back-up service plans for disruption of service due to repair, maintenance or monitoring activities shall be provided to the City and kept on file for reference at any time.
- H. Generally Applicable Health and Safety Regulations. All Small Cell Facilities shall be designed, constructed, operated, and maintained in compliance with all generally applicable federal, state, and local health and safety regulations, including, without limitation, all applicable regulations for human exposure to RF emissions.
- I. No Liability. The City shall not be liable to the Permittee by reason of inconvenience, annoyance, or injury to the Small Cell Facilities and related ground or pole-mounted equipment or activities conducted by the Permittee therefrom, arising from the necessity of repairing any portion of the public right-of-way, or from the making of any necessary alteration or improvements, in or to, any portion of the Public right-of-way, or in, or to, City's fixtures, appurtenances, or equipment.
- J. Signal Interference Prohibited. In the event that a Permittee's Small Cell Facility interferes with the public safety radio system, or the City's or State of California's traffic signal system, then the Permittee shall, at its cost, immediately cooperate with the City to either rule out Permittee as the interference source or eliminate the interference. Cooperation with the City may include, but shall not be limited to, temporarily switching the transmission equipment on and off for testing.

- K. Annual Fee for Use of City-Owned Structures. For small cell facilities installed on City-owned structures, the Permittee shall be required to pay the annual fee established in the master license agreement with the City.
- L. Annual Certification. On or before January 15<sup>th</sup> of every year after commencing operations, the Permittee shall submit written confirmation to the City that each facility is operating as approved. The certification shall indicate that the facility is operating as approved and that the facility complies with the most current FCC safety standards.
- M. Indemnification. The Permittee and, if applicable, the owner of the property on which the Small Cell Facilities or Wireless Support Structures in the Public right-of-way are installed shall indemnify, protect, defend, and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the Permittee who owns or operates Small Cell Facilities and wireless service in the Public right-of-way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Permittee, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the Public right-of-way.
- N. Surety Bond. All owners must procure and provide to the City a bond, or provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of this Chapter. The bond must be maintained for as long as the owner has Small Cell Facilities and/or Wireless Support Structures located in the Public right-of-way. The bond or equivalent financial method must specifically cover the cost of removal of unused or Abandoned Small Cell Facilities, Wireless Support Structures, and all other related facilities and equipment, based on the greater of two contractors' quotes for removal that are provided by the Permittee, and damage to City property caused by a Permittee or its agent of each Small Cell Facility and/or Wireless Support Structure in case the City has to remove or pay for its removal. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit.
- O. Priority of City Right-of-Way Improvements. All small cell facilities located and/or utilizing existing structures, within the public right-of-way are subject to modification and/or relocation as the result of right-of-way improvements due to:
1. New development on private property requiring or conditioned to underground existing overhead wires and utility poles; or
  2. Implementation of a City Council approved capital improvement project (CIP) necessitating removal or placement of existing overhead wires, utility poles, and/or other structures underground.
- P. Relocation of A Small Cell Facility. The relocation of any small cell facility shall require the submittal and approval of a new project application and payment of associated processing and permit fees.
- Q. City Removal for Safety and Imminent Danger Reasons. In the event that the installation or operation of a small cell facility is determined by the City Engineer or Building Official to pose an imminent danger to the public, health, safety, or welfare, then the City may:
1. Order the Permittee to take immediate action, at the Permittee's sole cost and expense, to remedy the dangerous condition(s), including the requirement to disconnect, remove, or relocate all, or a component of, the applicable Small Cell Facility; or
  2. Upon the failure of the Permittee to promptly remedy the dangerous condition, the City, at the Permittee's sole cost and expense, may take appropriate action to address the dangerous condition(s), including the disconnection, removal, or relocation of any component of the Small Cell.



- R. Removal/Abandonment of Facilities. Any small cell facility that ceases to be operational for a period of more than 180 days, without due cause as approved by the City, shall be considered to be abandoned. Abandoned facilities shall, at the Permittee's sole cost and expense, be removed in its entirety from the public right-of-way, with 60 days or notice from the City.
- S. Restoration. The Permittee shall repair, at its sole cost and expense, any damage to the public right-of-way, any facilities or landscaping located within the Public right-of-way, and/or the property of any third party resulting from the Permittee's installation, removal, or relocation activities (or any other of the Permittee's activities hereunder) within ten (10) calendar days following the date of such activities. Restoration of the public right-of-way and such property must be to substantially the same condition as it was immediately before the date that the Permittee was granted a Small Cell Permit for the applicable location, or did the work at such location (even if the Permittee did not first obtain a Small Cell Permit). This includes restoration or replacement of any damaged trees, shrubs, or other vegetation. Such repair, restoration, and replacement shall be subject to the approval of the Community Development Director and/or Public Works Director.
- T. Changes in State or Federal Standards and Regulations. When required by any revised applicable state or federal standards and regulations, the owners of the Small Cell Facilities governed by this chapter shall bring any facilities and/or structures into compliance with the revised standards and regulations within six months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring Small Cell Facilities into compliance with any applicable revised standards and regulations shall constitute grounds for removal at the owner's expense.
- U. Tree and Vegetation Trimming. The Permittee and its contractors and agents shall obtain prior written permission from the City Public Works Director before removing or trimming any trees or other vegetation in the public right-of-way to install or maintain clearances for a small cell facility. When trimming trees or vegetation on private property, the Permittee and its contractors and agents shall notify the City and obtain prior written permission from the affected property owner(s). Improper pruning or "topping" of trees is prohibited and may result in fines and/or require replacement of the tree, at the Permittee's sole cost and expense, to the satisfaction of the Community Development Director. The City shall not be liable for any damages, injuries, or claims arising from the Permittee's actions under this section.
- V. Noise. The Permittee is required to incorporate ambient noise suppression measures and/or to place the equipment in locations less likely to impact adjacent residences or businesses to ensure compliance with all applicable noise regulations.
- W. Code Compliance. The Permittee shall at all times maintain compliance with all applicable federal, state, and local laws, regulations and other rules, including, without limitation, those applying to the use of public right-of-way.
- X. No waiver of standing. The city's grant of a permit for a small cell facility request does not waive, and shall not be construed to waive, any standing by the city to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.

#### **9.105.70 Standard Conditions of Approval – Eligible Facilities Requests**

In addition to the conditions imposed by the Director, all permits for an eligible facility requests granted pursuant to this Article shall be subject to the following additional conditions, unless modified by the Director:

1. Permit subject to conditions of underlying permit. Any permit granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit.
2. No permit term extension. The city's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the city's grant or grant by operation of law of a eligible

facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.

3. No waiver of standing. The city's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the city to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.

#### **9.105.80 Effect of Partial Invalidity**

The provisions of this Chapter are hereby declared to be severable, and if any section, subsection, or clause of this Chapter is held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such a ruling shall not affect the other parts of this Chapter that can be given effect.

#### **9.105.90 Penalty**

The City Manager may excuse violations of this Chapter for reasons of *Force Majeure*. For purposes of this section, "*Force Majeure*" means a strike, acts of God, acts of public enemies, orders of any kind of a government of the United States of America or of the State of California or any of their departments, agencies, or political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, tornadoes, storms, floods, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the Permittee, but only to the extent the disabled party notifies the other party as soon as practicable regarding such Force Majeure and then for only so long as and to the extent that, the Force Majeure prevents compliance or causes non-compliance with the provisions hereof.

**SECTION IV.** Chapter 11.73 of the Montclair Municipal Code shall be amended as follows:

Amend the first sentence of Section 11.73.020 to read: This Chapter applies to all wireless telecommunications facilities existing and proposed to be located within the corporate boundary of the City of Montclair, except wireless telecommunications facilities in the public right-of-way which are subject to Chapter 9.105.

**SECTION V.** Section 11.73.020 of the Montclair Municipal Code shall be amended as follows:

Strike the following sentence: "These regulations shall also apply to wireless telecommunications facilities within public rights-of-way except as prohibited by State Law."

**SECTION VI.** Section 11.73.030 - Definitions of the Montclair Municipal Code shall be amended to delete the definition of "Micro-cell network" in its entirety.

**SECTION VII.** Chapter 11.73.090(D) of the Montclair Municipal Code shall be amended as follows:

Strike the entire bottom row of the Table.

#### **SECTION VIII. Environmental Review.**

This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Moreover, when and if an application for installation is submitted, the City will at that time conduct preliminary review of the application in accordance with CEQA. Alternatively, even if the Ordinance is a "project" within the meaning of State CEQA Guidelines section 15378, the Ordinance is exempt from CEQA on multiple grounds.

First, the Ordinance is exempt from CEQA because the City Council's adoption of the Ordinance is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. (State CEQA Guidelines,

§ 15061(b)(3)). That is, approval of the Ordinance will not result in the actual installation of any facilities in the City. In order to install a facility in accordance with this Ordinance, the applicant would have to submit an application for installation of the small cell facility. At that time, the City will have specific and definite information regarding the facility to review in accordance with CEQA. And, in fact, the City will conduct preliminary review under CEQA at that time. Moreover, in the event that the Ordinance is interpreted so as to permit installation of wireless facilities on a particular site, the installation would be exempt from CEQA review in accordance with either State CEQA Guidelines section 15302 (replacement or reconstruction), State CEQA Guidelines section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines section 15304 (minor alterations to land). The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Bernardino within five working days of the passage and adoption of the Ordinance.

**SECTION IX. Effective Date.**

This Ordinance shall become effective thirty days after adoption.

**SECTION X. Posting.**

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

**APPROVED AND ADOPTED** this XX day of XX, 2019.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 19-980 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2019, and finally passed not less than five (5) days thereafter on the XX day of XX, 2019, by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
City Clerk

RESOLUTION NO. 19-3228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ESTABLISHING AESTHETIC/DESIGN STANDARDS RELATING TO SMALL CELL FACILITIES LOCATED IN THE PUBLIC RIGHT OF WAY

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

WHEREAS, pursuant to the police powers delegated to it by the California Constitution, the City is authorized to enact laws which promote the public health, safety, and general welfare of its citizens; and

WHEREAS, on October 15, 2018, the Federal Register published Federal Communications Commission (FCC) order on the *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment* (hereafter referred to as FCC 18-133); and

WHEREAS, FCC 18-133 placed new limitations on local authority to regulate small cells including new shot clocks for acting on applications and limits on fees which went into effect on January 14, 2019, and limits on aesthetic standards which go into effect on April 15, 2019; and

WHEREAS, the City Council deems it to be necessary and appropriate to provide for certain standards and regulations relating to the location, placement, design, construction and maintenance of small cells and other structures within the City's public rights-of-way, and providing for the enforcement of said standards and regulations, consistent with federal and state law limitations on that authority; and

WHEREAS, on XX, 2019, the City Council adopted Ordinance No. 19-980 to add Chapter 9.105 to Chapter 9 of the Municipal Code to address small cell wireless telecommunication facilities being installed within the public right-of-way and requiring that such facilities comply with design standards and applicable fees as adopted by separate resolutions of the City Council; and

WHEREAS, City staff prepared aesthetic/design standards as contained in The City of Montclair: Design Standards for Small Cell Facilities in the Public Right-of-Way document (Exhibit 1, attached hereto and incorporated herein).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby adopt The City of Montclair: Design Standards for Small Cell Facilities in the Public Right-of-Way, attached to and incorporated in this Resolution as Exhibit 1.

Effective Date. This Resolution shall be in full force and effect immediately upon adoption.

APPROVED AND ADOPTED this XX day of XX, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3228 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, 2019, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
City Clerk



# **Design Standards for Small Cell Facilities in the Public Right-of-Way**

Effective: \_\_\_\_\_ 2019

## SECTION A: PURPOSE

The purpose of these Standards is to establish general aesthetic requirements and standards that all small cell facilities installed within the public right-of-way (ROW) must meet. The intent of these requirements and standards complements the criteria established in Chapter 9.105 of the Montclair Municipal Code. Definitions from Chapter 9.105 are incorporated into these Standards, unless otherwise noted. Small cell facilities not installed within the public ROW are not bound to the requirements of these Standards, but are subject to the provisions of the City's Wireless Telecommunications Ordinance in Chapter 11.73 of the Montclair Municipal Code. These Standards are subject to amendment from time to time.

## SECTION B: EXISTING STRUCTURES IN THE PUBLIC RIGHT-OF-WAY

The City does not own or maintain most existing street lighting, utility, or traffic signal poles in the public right-of-way. The majority of current utility poles in the public ROW are the property of Southern California Edison (SCE), and/or other utility companies. It shall be the responsibility of applicants to obtain final agreements from the owners of existing street infrastructure (e.g., lighting, utility, or traffic signal poles, etc.) to utilize these structures for attaching and operating a small cell facility.

Evidence of an approved agreement to utilize a utility provider's structure is a submittal requirement of an application for a small cell facility within the City's public ROW. Deviations from these Standards shall be subject to review and approval on a case-by-case basis by the City prior to installation.

## SECTION C: CITY REVIEW

The City's Public Works Department is the responsible entity for permitting any infrastructure, object, or construction in the public ROW. Given the concern for aesthetics, all applications for small cell facilities within the public ROW shall be subject to joint review and approval by the Montclair Public Works and Community Development Departments. City review shall be for compliance with these Standards and applicable requirements in the City Code.

1. City-Owned Poles/Structures: In addition to an encroachment permit, small cell facilities and equipment placed on new or existing City-owned structures/facilities require a master license agreement with the City as well as the issuance of a Construction Permit and Building Permit (if applicable) issued by the City.
2. Privately-Owned Poles/Structures: In addition to an encroachment permit, small cell facilities and equipment attached to privately-owned utility poles shall require written proof of approval from the owner(s) of the affected pole/structure and the approval of a Construction Permit issued by the Public Works Department.
3. Prior to submitting an application, the applicant shall be responsible to determine that existing poles or other structures are of appropriate size and have sufficient strength to accommodate the additional equipment loads. Permit applications must

include a structural analysis prepared by a licensed structural engineer.

4. Applications shall be limited to a maximum of 10 poles per request. The small cell for each pole must be substantially similar in terms of the antenna and equipment design and placement, and must utilize the same type of pole (e.g. all existing utility poles).

#### SECTION D: LOCATION CRITERIA

The City recognizes that the siting of small cell facilities is largely dictated by wireless providers in response to customer need, terrain, and radio frequency modeling results. However, the City seeks to minimize the amount of new infrastructure placed in the public ROW. To that end, the City recommends the following criteria for placement of the small cell facilities within the public ROW:

1. Small cell facilities shall utilize existing utility structures for wireless networks to the maximum extent possible. Existing utility poles are already standing, are of adequate height in most cases for antennas, and have electrical power nearby.
2. In locations where streetlight or utility poles are not present, or are not capable of accepting new equipment, a provider may request to:
  - a. Remove and replace an existing combination streetlight/antenna pole with a new one; or
  - b. Construct a new freestanding pole, pursuant to criteria for freestanding poles in Section H.2.
3. The City encourages network providers to co-locate new equipment onto existing poles and infrastructure in the public ROW wherever technically feasible. The City recognizes each carrier owns rights to a spectrum of operating frequency and requires some separation with competing antennas to avoid signal interference.
4. Pole mounted or freestanding small cell facilities and/or equipment shall be located such that they do not: impede, obstruct, or hinder the usual pedestrian or vehicular travel; affect public safety; obstruct the legal access to or use of the public ROW; violate applicable law; violate or conflict with public ROW design standards, specifications, or design district requirements; violate Americans with Disabilities Act (ADA) requirements; or in any way create a risk to public health, safety, or welfare.
5. In any Specific Plan Area (i.e., North Montclair Downtown Specific Plan), or a neighborhood with unique streetlight assemblies, new small cell facilities may only be allowed if the applicant can demonstrate that the small cell installation can effectively match the existing streetlight aesthetics in terms of the design, colors, height and size. Unique assemblies may include, without limitation, mast arms, decorative pole bases, architectural luminaires, mounting heights, and pole colors. An example of a unique streetlight can be found in **Figure 1-1**.

## **SECTION E: PROHIBITED LOCATIONS, SUPPORT POLES, AND ATTACHMENTS**

1. No small cell facility or equipment of any kind shall be located on traffic signal/control poles.
2. Strand mounted small cell attachments shall be prohibited.
3. New freestanding, single purpose, wood poles are prohibited.

## **SECTION F: CONSIDERATION OF ALTERNATIVE LOCATIONS**

The Applicant must identify alternative locations in the vicinity of the proposed small cell facility and explain why the proposed location was selected. The City may propose an alternative location to the one proposed in the application if that the alternative location:

1. Is substantially similar in physical characteristics to the proposed structure;
2. The visual impacts that may be suffered by the public are no greater than the impact if installed on the proposed structure; and
3. The alternative infrastructure can accommodate the proposed small cell facility without creating any risk to the public health or safety.
4. Allows for an installation that is technically feasible.

## **SECTION G: DESIGN CRITERIA**

The general intent for these Standards is to preserve the character of the City's neighborhoods and corridors by encouraging installations that blend into the existing streetscape as much as possible. To achieve this goal the City has developed the following general criteria for applicant to work towards achieving with their respective requests for approval.

Applicant are strongly encouraged to consult with City staff early on in the process prior to formally submitting an application.

### **Standard Design Elements**

Applicants shall take into consideration the following criteria:

1. Match the aesthetics and alignment of the existing street and utility structures in the ROW of the neighborhoods adjacent to proposed small cell facility location(s).
2. Standardize pole design elements, such as color and location, to meet intent and character of existing infrastructure in the public ROW.
3. Prefer small cell facilities that do not require new power poles or overhead wires to be served.



4. Limit pole heights to match existing street lighting and other poles in the public ROW in the vicinity of the proposed small cell facility.
5. Avoid placing new poles adjacent to parks and historical places, where feasible.
6. Utilize pole and equipment designs that enclose as much equipment as possible to minimize visual impact.
7. Co-locate equipment onto existing infrastructure wherever feasible.
8. All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel.
9. Whenever possible all small cell carrier equipment shall be enclosed and screened from view by means of a shroud to the greatest extent technically feasible. A maximum of two shrouds may be used at each location.
10. All elements of a small cell facility (including, without limitation, antennas, cabinets, shrouds, and electric meters) shall be as small as possible so as to be effectively concealed or otherwise minimize their visibility to the greatest extent possible.
11. No logos, decals, or advertising of any type may be affixed to any element of the small cell facility or equipment or pole, except as required by federal or state law. However, the City shall require a decal or placard measuring no more than 4" x 6" in size, which lists the facility owner's name and emergency contact phone number. The placard shall be placed in an inconspicuous manner area on an element of the equipment or on the pole immediately below the antenna.
12. New small cell facilities and wireless support structures shall not be directly illuminated (internally or externally), except as incidentally illuminated by an unrelated light source.
13. The use of any cooling system associated with the small cell facility shall comply with all applicable local regulations and federal and state laws.

## **SECTION H: TYPES OF INSTALLATIONS**

Small cell facilities within City may be allowed as attachments to wooden utility poles (with or without streetlights), attachments to metal, concrete, or wood streetlights, or upon new freestanding poles located within the public ROW. An overview of each type is provide below. All installations on utility poles shall fully comply with the California Public Utilities Commission (CPUC) general orders (GOs), including, but not limited to, GO 95. None of the following design standards are meant to conflict with or cause a violation of GO 95, including, but not limited to, its standards for a safe installation on a utility pole. Accordingly, size limits can be adjusted at the Director's discretion to ensure compliance with CPUC rules on safety.

1. Attachment to Existing Utility Poles or Streetlights

Installing small cell facilities and/or equipment on existing utility poles is highly encouraged. The applicant shall ensure that the supporting poles are appropriately sized and have sufficient strength to accommodate the additional small cell equipment loads. All installations shall meet or exceed all applicable structural standards, clearance standards, and provisions of the latest National Electrical Safety Code or City construction standards. In case of conflict, the most stringent requirements shall prevail.

- a. Where possible, all small cell facilities and equipment shall be enclosed and screened from view by means of a shroud to the greatest extent technically feasible. A maximum of two shrouds shall be installed at each location.
- b. Placement of antennas above an existing utility pole or streetlight may be permitted provided that the antenna:
  - i. Is mounted on a structure 50 feet or less in height, including antennas, as defined in 47 C.F.R. Section 1.1320(d); or
  - ii. Is mounted on a structure no more than ten (10) percent taller than other adjacent structures; or
  - iii. Does not extend existing structures on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater.
- c. The maximum dimensions for antenna shall not be more than three (3) cubic feet in volume, including any shroud or enclosure for the antenna.
- d. No protrusions from the outer circumference of the existing structure or pole shall be more than three (3) feet in any direction. The City, at its option, may waive the three-foot limit for cause.
- e. No loose, exposed, or dangling wiring or cables shall be allowed. All external cables or wiring shall be sheathed (or enclosed) within a durable tubing material (e.g., conduit) of the smallest diameter necessary to protect and provide the shortest and direct route between elements of the facility.
- f. All elements of a small cell facility and equipment shall be painted or finished to match the color of the existing support pole/structure to which they are attached to the greatest extent possible. Approved paint colors may be obtained from the Community Development Director.
- g. The City strongly encourages site operators to use flat-rate electric service when it would eliminate the need for a meter. Due to ever-increasing crowding of the public ROW and potential line-of-sight safety concerns, ground-mounted enclosures and meter pedestals, including backup power supply, are strictly prohibited, unless required by state or federal laws or if there is no technically feasible alternative

- h. For utility poles with a streetlight, no small cell facilities shall compromise the performance of the streetlights.

## 2. New Freestanding Poles

In locations where existing utility poles within the public ROW are not available, a freestanding pole to support a small cell facility may be considered. As with small cell facilities mounted to the existing utility poles or streetlight structures, the design of a new freestanding pole shall meet the following criteria:

- a. New freestanding poles shall align with and/or match the predominant pattern, distribution, and heights of existing streetlights and/or utility poles in the adjacent ROW as determined by the Public Works Director.
- b. New freestanding poles adjacent to residences or commercial establishments (e.g., a shop or restaurant) should not create a visually negative impact. For example, a new freestanding pole with small cell facilities and equipment shall not be located directly in front of storefront windows, primary walkways, or primary entrances or exits. In residential areas, new freestanding poles should be located between properties.
- c. All freestanding poles with small cell facilities and equipment shall be privately owned and properly maintained by the owner at all times.
- d. Freestanding poles shall match the aesthetics of existing streetlights (and any component thereon, including, but not limited to, mast arm, luminaire, and decorative hardware) installed in proximity to the pole to maintain a cohesive appearance.
  - i. New freestanding poles shall be metal, concrete, or decorative, as determined by the Public Works and Community Development Directors. No new wood poles for the sole purpose of mounting a small cell facility shall be allowed.
  - ii. In any Specific Plan Area (e.g., North Montclair Downtown Specific Plan) or a neighborhood with unique streetlight assemblies, new small cell facilities may be allowed if the applicant can demonstrate that the small cell facility and equipment can effectively match the existing streetlight aesthetics, subject to the satisfaction of the Community Development Director.
- e. No element of a small cell facility not covered by a shroud or concealment element shall be placed, mounted, or strapped to the outside of a new freestanding pole. All antennas shall be enclosed within a decorative shroud that meets the requirements of these Standards, and all wires, cables, and conduits associated with the facility shall be routed directly through the new pole with all points of connection for power or data being placed underground.
- f. All hardware connections shall be hidden from view.
- g. No ground-mounted enclosures or meter pedestals, including backup power supply, are permitted.

FIGURE 1-1  
IMAGES OF POLES WITHIN  
THE RIGHT-OF-WAY



Non-Ornamental Cement Street Light Pole



Ornamental Street Light Pole



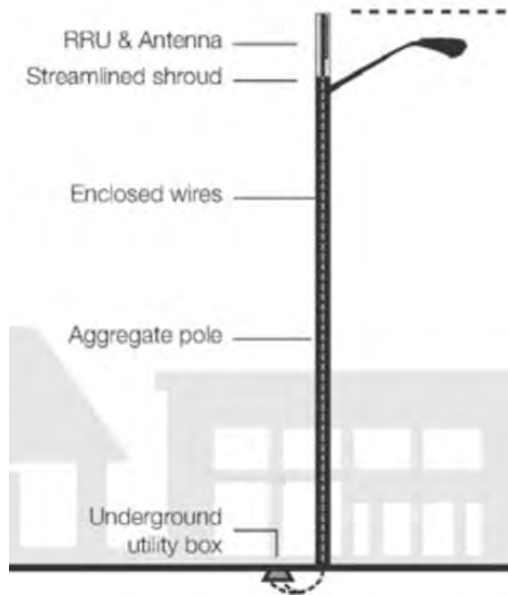
Non-Ornamental Transmission  
Wood Light Pole



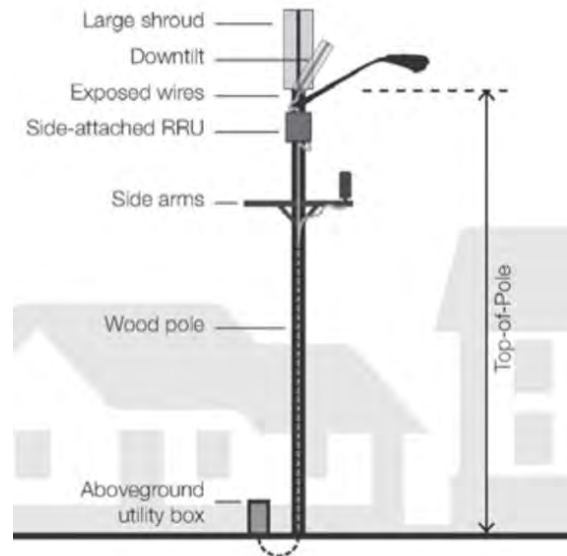
Non-Ornamental Distribution  
Wood Light Pole

# OVERALL DESIGN

## ENCOURAGE



## DISCOURAGE



Encourage poles to match equipment design, texture, and paint to reduce visual clutter.

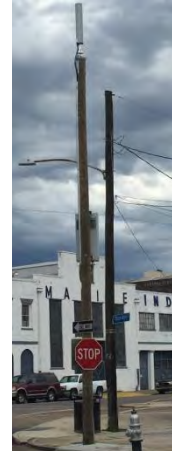


# DISCOURAGE

Above ground pedestals



Poles built right against another pole



Exposed wires



Visual clutter



# ENCOURAGE



Wood Pole



Metal Pole



RESOLUTION NO. 19-3229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ESTABLISHING PERMIT FEES, APPEAL FEES, AND OTHER FEES RELATING TO SMALL CELL FACILITIES WITHIN THE PUBLIC RIGHT OF WAY

WHEREAS, the City of Montclair has the statutory authority to impose fees, charges, and rates under its regulatory and police power as authorized by the State of California; and

WHEREAS, there is a need for the City of Montclair to recoup reasonable costs related to the provisions of specified services; and

WHEREAS, user fees are imposed to assign the cost of providing services to the specific individual or group of individuals receiving the benefits of said services, rather than funding said services from General Fund revenues; and

WHEREAS, on October 15, 2018, the Federal Register published Federal Communications Commission (FCC) order on the *Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment* (hereafter referred to as FCC 18-133); and

WHEREAS, FCC 18-133 placed new limitations on local authority to regulate small cells including new shot clocks for acting on applications and limits on fees which went into effect on January 14, 2019, and limits on aesthetic standards which go into effect on April 15, 2019; and

WHEREAS, on XX, 2019, the City Council adopted Ordinance No. 19-980 to add Chapter 9.105 to Chapter 9 of the Municipal Code to address small cell wireless telecommunication facilities being installed within the public right-of-way and requiring that such facilities comply with design guidelines and applicable fees as adopted by separate resolutions of the City Council; and

WHEREAS, it is the City Council's direction that all user fees, to the extent possible, are to be reviewed and amended annually, consistent with the User Fee Cost Recovery Policy.

WHEREAS, until such time as the next annual fee review is completed, the City Council has determined that the "safe harbor" fee amounts set forth in FCC 18-133 shall apply to small cell facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find and determine as follows:

SECTION 1. Master User Fee Additions. The Master User Fee Schedule is hereby amended to include the following fees related to small cell facilities in the public right of way. From the date hereof until the City establishes fees consistent with the User Fee Cost Recovery Policy, the following fees shall apply:

**New Fees Related to Small Cell Facilities Within the Public Right-of-Way**

**Non-Recurring Fees**

- Collocation to existing pole/structure(s) \$500.00  
Limit one collocation per application submittal.
- For each application above five, \$100 \$100.00  
additional per application.
- New Construction (new pole or structure \$1,000.00  
installation), per application.

**Recurring Fees** (for use of space on City-Owned Poles), per year \$270.00 per pole

**Appeal Fee** \$200.00



**SECTION 2. Effective Date.** This Resolution shall be in full force and effect immediately upon adoption.

**APPROVED AND ADOPTED** this XX day of XX, 2019.

---

Mayor

**ATTEST:**

---

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3229 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, 2019, and that it was adopted by the following vote, to-wit:

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

---

Andrea M. Phillips  
City Clerk



# AGENDA REPORT

---

<b>DATE:</b>	MARCH 4, 2019	<b>FILE I.D.:</b>	LDU225
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	N. CASTILLO
<b>SUBJECT:</b>	CONSIDER APPROVAL OF PARCEL MERGER NO. 2019-1 FOR TWO PARCELS GENERALLY LOCATED ON THE NORTHEAST CORNER OF BROOKS STREET AT MONTE VISTA AVENUE		

---

**REASON FOR CONSIDERATION:** Parcel mergers are permitted under the Subdivision Map Act and the Montclair Municipal Code, subject to approval by the City Council.

**BACKGROUND:** Holt Monte Vista Properties has expressed their wish to merge two of its parcels into a single parcel for the purpose of redevelopment. Such a merger is permitted under both the Subdivision Map Act and the City's Municipal Code. A parcel merger application has been submitted and approved by staff.

The properties in question are generally identified as 4949 Holt Boulevard. Future redevelopment at this site will include construction of a new 6,000 square foot office and a new 65,880 square foot warehouse. Plans for future development have not yet been submitted to the City.

**FISCAL IMPACT:** The merger of these parcels would have an unknown but positive fiscal impact to the City, potentially through increased property values and sales taxes.

**RECOMMENDATION:** Staff recommends the City Council approve Parcel Merger No. 2019-1 for two parcels generally located on the northeast corner Brooks Street at Monte Vista Avenue.


<p>RECORDING REQUESTED BY AND MAIL TO:</p> <p>CITY OF MONTCLAIR CITY ENGINEER P. O. BOX 2308 MONTCLAIR, CA 91763</p>	
--------------------------------------------------------------------------------------------------------------------------------------	--

SPACE ABOVE THIS LINE FOR RECORDER'S USE

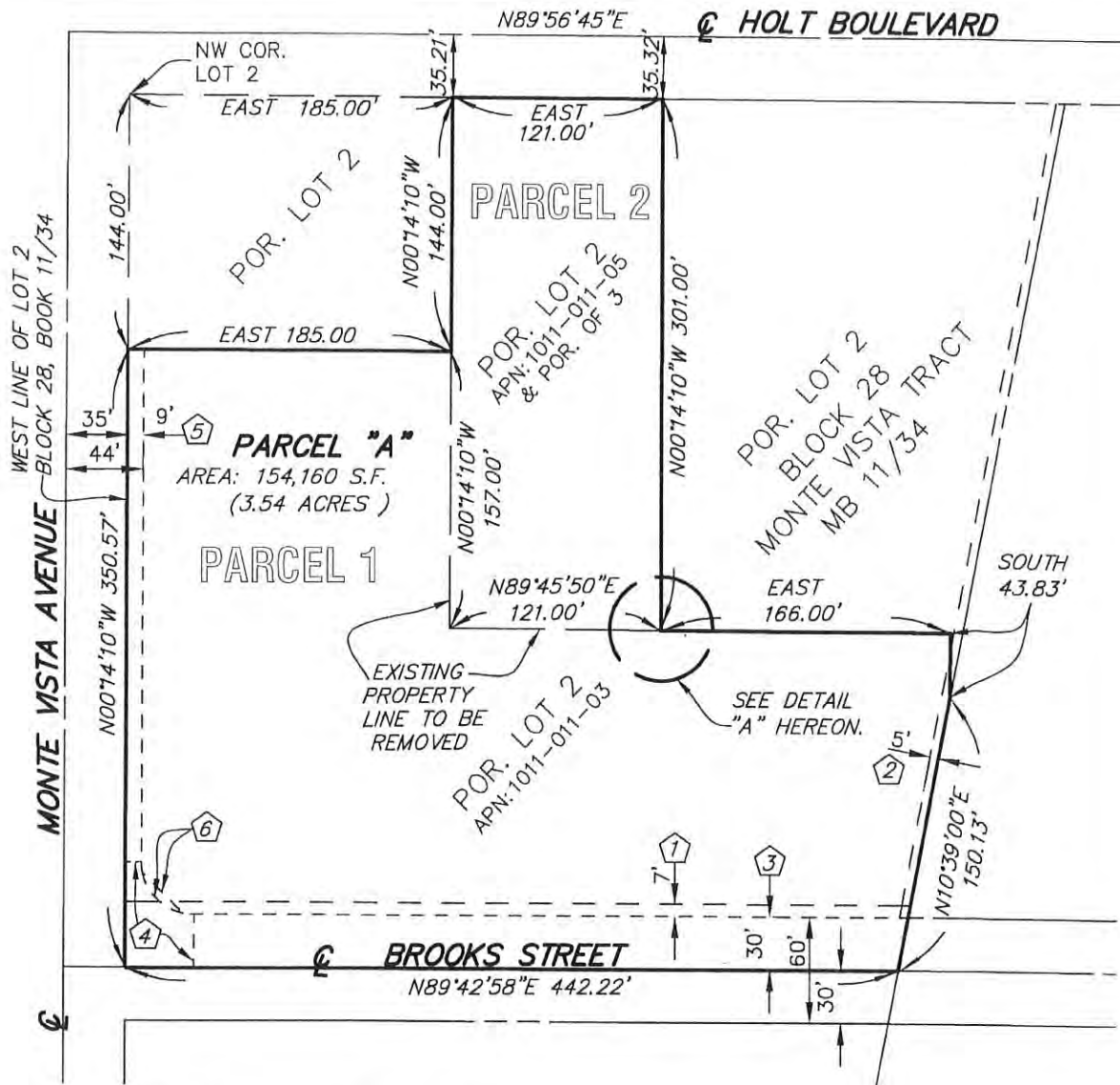
### CERTIFICATE OF PARCEL MERGER NO. 2019 - 01

RECORD OWNERS	EXISTING PARCELS ASSESSOR PARCEL NUMBERS
Holt Monte Vista Properties, LLC	1011-011-05
Holt Monte Vista Properties, LLC	1011-011-03

### LEGAL DESCRIPTION OF MERGED PARCEL SEE EXHIBITS A & B

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	DATED <u>February 20, 2019</u>
State of <u>California</u>	SIGNATURE(S) OF RECORD OWNDER(S) <u>William R. Fox</u>
County of <u>Los Angeles</u>	_____
On <u>02/20/2019</u> before me, <u>Megan Morris, Notary Public</u>	_____
personally appeared <u>William R. Fox</u>	_____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
<u>Megan Morris</u> Signature of Notary	
CERTIFICATE OF PARCEL MERGER NO. <u>2019-01</u> WAS APPROVED BY THE MONTCLAIR CITY COUNCIL	
ON: _____	
BY: _____	
TITLE: _____	
DATE: _____	
(Engineer's Stamp)	(Surveyor Stamp)

**EXHIBIT "A"**  
**CERTIFICATE OF PARCEL MERGER 2019-01**



**NOTES:**

SEE EASEMENT NOTES ON SHEET 2.

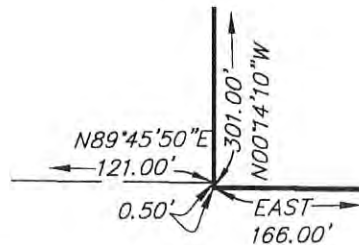


PREPARED UNDER THE SUPERVISION OF:

*Dennis C. Farnsworth*  
 DENNIS C. FARNSWORTH  
 RCE 31653, EXPIRES: 12/31/2020

2/13/19

DATE:



**DETAIL "A"**  
 NTS



SCALE: 1"=100'

SHEET 1 OF 2



**EXHIBIT "B"**  
**CERTIFICATE OF PARCEL MERGER 2019-01**  
**EXISTING LEGAL DESCRIPTION**

**PARCEL 1:**

THAT PORTION OF LOT 2 IN BLOCK 28 OF MONTE VISTA TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS SHOWN ON AMENDED MAP OF PART OF THE MONTE VISTA TRACT, AS PER MAP RECORDED IN BOOK 8, PAGE 73, OF MAPS AND IN BOOK 13, PAGE 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE WEST LINE OF SAID LOT 2, WHICH IS SOUTH 0° 14' 10" EAST 144.00 FEET FROM THE NORTHWEST CORNER THEREOF, SAID WEST LINE BEING ALSO THE EAST LINE OF MONTE VISTA AVENUE;

THENCE EAST 185.00 FEET PARALLEL WITH THE SOUTH LINE OF HOLT AVENUE;

THENCE SOUTH 0° 14' 10" EAST 157.00 FEET, PARALLEL WITH THE WEST LINE OF SAID LOT;

THENCE AT RIGHT ANGLES, NORTH 89° 45' 50" EAST 121.00 FEET;

THENCE SOUTH 0° 14' 10" EAST TO A LINE WHICH IS PARALLEL WITH AND 301.00 FEET SOUTH, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF HOLT AVENUE;

THENCE EAST ALONG SAID LAST MENTIONED PARALLEL LINE TO A POINT WHICH IS 472.00 FEET EAST AND 301.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT;

THENCE SOUTH 43.83 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN THE DEED TO THEODORE B. MODRA RECORDED IN BOOK 113, PAGE 199, OFFICIAL RECORDS;

THENCE SOUTH 10° 39' 00" WEST 150.13 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE LAND DESCRIBED AS PARCEL NO. 2, IN THE DEED TO WAMBOLD MCCUNE RECORDED SEPTEMBER 13, 1939 IN BOOK 1366, PAGE 464, OFFICIAL RECORDS;

THENCE SOUTH 89° 42' 58", WEST 442.22 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF SAID LOT;

THENCE NORTH 0° 14' 10" WEST ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

APN: PORTION 1011-011-03

**PARCEL 2:**

THAT PORTION OF LOT 2 IN BLOCK 28 OF MONTE VISTA TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS SHOWN ON AMENDED MAP OF PART OF THE MONTE VISTA TRACT RECORDED IN BOOK 8, PAGE 73, OF MAPS AND IN BOOK 13, PAGE 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE SOUTH LINE OF HOLT AVENUE 185.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 2, FOR THE TRUE POINT OF BEGINNING;

THENCE SOUTH PARALLEL WITH THE WEST LINE, 361.00 FEET;

THENCE AT RIGHT ANGLES EAST 121.00 FEET;

THENCE NORTH PARALLEL WITH THE WEST LINE, 361.00 FEET TO THE SOUTH LINE OF HOLT AVENUE;

THENCE WEST 121.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTH 60.00 FEET THEREOF.

APN: 1011-011-05 AND PORTION OF 1011-011-03

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

  
DENNIS C. FARNSWORTH  
RCE 31653, EXPIRES: 12/31/2020

  
DATE:





**EXHIBIT "B"**  
**CERTIFICATE OF PARCEL MERGER 2019-01**  
**PROPOSED LEGAL DESCRIPTION**

**PARCEL A:**

THAT PORTION OF LOT 2 IN BLOCK 28 OF MONTE VISTA TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS SHOWN ON AMENDED MAP OF PART OF THE MONTE VISTA TRACT, AS PER MAP RECORDED IN BOOK 8, PAGE 73, OF MAPS AND IN BOOK 13, PAGE 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE WEST LINE OF SAID LOT 2, WHICH IS SOUTH 0° 14' 10" EAST 144.00 FEET FROM THE NORTHWEST CORNER THEREOF, SAID WEST LINE BEING ALSO THE EAST LINE OF MONTE VISTA AVENUE;

THENCE EAST 185.00 FEET PARALLEL WITH THE SOUTH LINE OF HOLT AVENUE;

THENCE SOUTH 0° 14' 10" EAST 157.00 FEET, PARALLEL WITH THE WEST LINE OF SAID LOT;

THENCE AT RIGHT ANGLES, NORTH 89° 45' 50" EAST 121.00 FEET;

THENCE SOUTH 0° 14' 10" EAST 0.50 FEET TO A LINE WHICH IS PARALLEL WITH AND 301.00 FEET SOUTH, MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF HOLT AVENUE;

THENCE EAST ALONG SAID LAST MENTIONED PARALLEL LINE TO A POINT WHICH IS 472.00 FEET EAST AND 301.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT;

THENCE SOUTH 43.83 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN THE DEED TO THEODORE B. MODRA RECORDED IN BOOK 113, PAGE 199, OFFICIAL RECORDS;

THENCE SOUTH 10° 39' 00" WEST 150.13 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF THE LAND DESCRIBED AS PARCEL NO. 2, IN THE DEED TO WAMBOLD MCCUNE RECORDED SEPTEMBER 13, 1939 IN BOOK 1366, PAGE 464, OFFICIAL RECORDS;

THENCE SOUTH 89° 42' 58", WEST 442.22 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF SAID LOT;

THENCE NORTH 0° 14' 10" WEST ALONG SAID WEST LINE TO THE **POINT OF BEGINNING**.

**TOGETHER WITH,** THAT PORTION OF LOT 2 IN BLOCK 28 OF MONTE VISTA TRACT, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS SHOWN ON AMENDED MAP OF PART OF THE MONTE VISTA TRACT RECORDED IN BOOK 8, PAGE 73, OF MAPS AND IN BOOK 13, PAGE 21, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE SOUTH LINE OF HOLT AVENUE 185.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 2, FOR THE TRUE POINT OF BEGINNING;

THENCE SOUTH PARALLEL WITH THE WEST LINE, 361.00 FEET;

THENCE AT RIGHT ANGLES EAST 121.00 FEET;

THENCE NORTH PARALLEL WITH THE WEST LINE, 361.00 FEET TO THE SOUTH LINE OF HOLT AVENUE;

THENCE WEST 121.00 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THE SOUTH 60.00 FEET THEREOF.

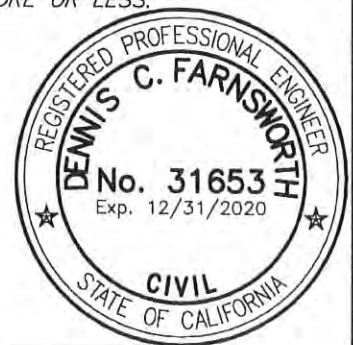
THE AREA OF THIS PARCEL CONTAINS 154,160 SQUARE FEET (3.54 ACRES) MORE OR LESS.

APN: 1011-011-03 AND 1011-011-05

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

  
DENNIS C. FARNSWORTH  
RCE 31653, EXPIRES: 12/31/2020

  
DATE:



SHEET 2 OF 2

**EXHIBIT "A"**  
**CERTIFICATE OF PARCEL MERGER 2019-01**

**EASEMENT NOTES:**

- ① AN EASEMENT OF CITY OF MONTCLAIR FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED PER DEED RECORDED IN BOOK 8716, PAGE 829, O.R.
- ② AN EASEMENT IN FAVOR OF CITY OF MONTCLAIR FOR STORM DRAIN AND INCIDENTAL PURPOSES RECORDED PER DEED RECORDED IN BOOK 8716, PAGE 828, O.R.
- ③ AN EASEMENT IN FAVOR OF CITY OF MONTCLAIR FOR PUBLIC ROAD, HIGHWAY AND INCIDENTAL PURPOSES RECORDED PER DEED RECORDED IN BOOK 7476, PAGE 197, O.R.
- ④ AN EASEMENT IN FAVOR OF CITY OF MONTCLAIR FOR PUBLIC ROAD, HIGHWAY AND INCIDENTAL PURPOSES RECORDED PER DEED RECORDED IN BOOK 7476, PAGE 199, O.R.
- ⑤ AN EASEMENT IN FAVOR OF CITY OF MONTCLAIR FOR PUBLIC ROAD, HIGHWAY AND INCIDENTAL PURPOSES PER DEED RECORDED IN BOOK 7476, PAGE 201, O.R.
- ⑥ AN EASEMENT IN FAVOR OF CITY OF MONTCLAIR FOR STREET, HIGHWAY AND UTILITY CONSTRUCTION AND MAINTENANCE AND INCIDENTAL PURPOSES PER DOC. RECORDED 8/17/2006 AS INSTRUMENT NO. 2006-0562282, O.R.



SHEET 2 OF 2



# AGENDA REPORT

---

<b>DATE:</b>	MARCH 4, 2019	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	ADMIN. REPORTS	<b>DEPT.:</b>	ADMIN. SVCS./FINANCE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	A. PHILLIPS/L. LEW/V. FLORES
<b>SUBJECT:</b>	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 Raft has examined the Warrant Register dated March 4, 2019; and the Payroll Documentation dated February 17, 2019; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated March 4, 2019, totals \$645,642.08; and the Payroll Documentation dated February 17, 2019, totals \$592,041.27 gross, with \$420,166.27 net being the total cash disbursement.

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





# AGENDA REPORT

**DATE:** MARCH 4, 2019

**FILE I.D.:** STA100

**SECTION:** AGREEMENTS

**DEPT.:** PUBLIC WORKS

**ITEM NO.:** 1

**PREPARER:** S. STANTON

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 19-18 AMENDING AGREEMENT NO. 17-20 WITH ALBERT GROVER & ASSOCIATES FOR DESIGN SERVICES RELATED TO THE CENTRAL AVENUE REHABILITATION PROJECT PHASE 1

CONSIDER APPROVAL OF AN ADDITIONAL APPROPRIATION OF \$26,340 FROM BOND PROCEEDS FOR COSTS RELATED TO DESIGN SERVICES FOR THE CENTRAL AVENUE REHABILITATION PROJECT PHASE 1

**REASON FOR CONSIDERATION:** The City Council previously approved Agreement No. 17-20 with Albert Grover & Associates for traffic signal design services related to the Central Avenue Rehabilitation Project Phase 1 on March 6, 2017. Additional compensation above that established in Agreement No. 17-20, as well as extending the term of the agreement, requires an amendment.

**BACKGROUND:** At the March 6, 2017 Council meeting, Agreement No. 17-20 between the City and Albert Grover & Associates was approved for design of the Central Avenue Rehabilitation Project, including traffic signal improvement. The term of the agreement was 12 months, ending on March 7, 2018, and the cost was not to exceed \$243,000.

Due to unforeseen corrections and modifications to the construction drawings, the term of the contract has elapsed and additional time is required to complete the design. The project is currently in the final plan check and is expected to be out for bid within the next month. Additional design services were requested by the City resulting in additional time and material expenses beyond the original conditions of the agreement. This amendment will extend the agreement twelve months, terminating on March 5, 2020. The fees for the additional modifications and design work is \$26,340, bringing the overall design cost to \$269,340.

**FISCAL IMPACT:** Approval of Agreement No. 19-18 adds an additional \$26,340 to the contract for the additional services. This amendment will require an additional appropriation of \$26,340 from Bond Proceeds.

**RECOMMENDATION:** Staff recommends the City Council take the following actions associated with the Central Avenue Rehabilitation Project Phase 1:

1. Approve Agreement No. 19-18 amending Agreement No. 17-20 with Albert Grover & Associates for design services for the Project.
2. Approve an additional appropriation of \$26,340 from Bond Proceeds for costs related to design services for the Project.

**AMENDMENT NO. 1 TO AGREEMENT NO. 17-20  
WITH  
ALBERT GROVER & ASSOCIATES  
FOR  
ENGINEERING CONSULTING SERVICES  
FOR THE CENTRAL AVENUE REHABILITATION PROJECT**

This is the first amendment to Agreement No. 17-20 by and between the City of Montclair, California, a municipal corporation, ("City") and Albert Grover & Associates a California corporation ("Consultant") dated this 4th day of March, 2019. It is hereby agreed to amend Agreement No. 17-20 dated October 3, 2016, as follows:

1. TERM

This contract amendment shall commence on March 4, 2019, and terminate on March 5, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

No changes

3. PERFORMANCE

No changes

4. CITY MANAGEMENT

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in a new Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$269,340 for the total term of the agreement, including an additional payment of \$26,340 for additional services.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by

the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. 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.

Sections 6. through 23.

No changes

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

CITY OF MONTCLAIR, CALIFORNIA

ALBERT GROVER & ASSOCIATES

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

By: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
Andrea M. Phillips, City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Title:

Approved as to form:

Date: \_\_\_\_\_

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



January 31, 2019

Mr. Noel Castillo  
Director of Public Works/City Engineer  
City of Montclair  
5111 Benito Street  
Montclair, California 91763

**RE: Project Scope/Fee Change for Additional Engineering Services for the Central Avenue Rehabilitation Project to Include Fiber Optic Installation**

Dear Mr. Castillo:

Albert Grover & Associates (AGA) recognizes that the City of Montclair desires to install new 4" conduit for fiber optic communications on Central Avenue between Holt Boulevard and the I-10 Freeway. This letter is written to request City approval for the required project scope and fee changes.

Under the current project scope, Task 8 - Signal Interconnect Conduit Plan of the project includes the preparation of the plans, specifications, and cost estimates (PS&E), which consists of design work to install new interconnect conduit on any missing sections of Central Avenue.

Based on recent meetings and discussions with City staff, Albert Grover & Associates (AGA) revised the existing Task 8 scope to include the installation of new 4" conduit and 96 strands of single mode fiber optic (SMFO) cable inside the new conduit on Central Avenue between Holt Boulevard and the I-10 Freeway. This revision to Task 8 includes the design of new conduit, fiber optic cabling, Ethernet cards, switches, and pull boxes on Central Avenue between Holt Boulevard and the north limits of the I-10 Freeway, as well as the replacement of copper traffic signal interconnect with fiber optic cable in the existing conduit on Benito Street from City Hall to Central Avenue. This task also involves an additional field review to verify routing of the new fiber optic cabling into City Hall.

The installation of fiber optic communications on Central Avenue and Benito Street requires modifications at the following existing traffic signals:

- Central Avenue at the Costco driveway
- Central Avenue at Palo Verde Street
- Central Avenue at San Bernardino Street
- Central Avenue at Benito Street

---

211 Imperial Highway, Suite 208, Fullerton, CA 92835  
(714) 992-2990 FAX (714) 992-2883 E-Mail: [aga@albertgrover.com](mailto:aga@albertgrover.com)

Mr. Noel Castillo  
January 31, 2019  
Page 2

- Central Avenue at Orchard Street
- Central Avenue at Kingsley Street
- Central Avenue at Holt Boulevard

In addition, the proposed new fiber optic communications will pass through two Caltrans traffic signals at the I-10 Freeway interchange:

- Central Avenue at the I-10 Eastbound Ramps
- Central Avenue at the I-10 Westbound Ramps

The fiber optic communication design fee is \$36,000, with a credit to the City for the deleted Signal Interconnect Conduit Plan scope in Task 8 in the amount of \$9,660. The revised design fee for new Task 8 totals **\$26,340**.

Please note that AGA has conducted additional engineering efforts relative to traffic signal modification plans. The project scope, as initially envisioned, required preparation of six signal plans (at \$8,500 each), seven sketches (at \$2,500 each), and six bid item details only (at \$1,100 each). However, based on existing conditions, our field reviews, and recommended improvements, AGA prepared detailed signal plans for 13 locations (estimated at \$8,500 each) in order to clearly delineate the required improvements and to minimize any potential contractor change orders during construction. AGA is not requesting any additional fees for this expanded work.

It is our understanding that the existing project components remain unchanged for the remaining tasks listed in our original proposal. Please provide your concurrence for the scope and fee changes by sending us the City's approval at your earliest convenience.

We thank you for the opportunity to provide this service to the City of Montclair. If you have any questions, please contact me.

Respectfully submitted,



Chalap K. Sadam, P.E., T.E.  
*Vice President*

Montclair\1106485\Process\Central Ave Rehab Project - Site 3





# AGENDA REPORT

---

<b>DATE:</b>	MARCH 4, 2019	<b>FILE I.D.:</b>	PUB115
<b>SECTION:</b>	RESOLUTIONS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	N. CASTILLO
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 19-19 WITH FEHR & PEERS FOR THE PREPARATION OF A SYSTEMIC SAFETY ANALYSIS REPORT		

---

**REASON FOR CONSIDERATION:** In order to use funds identified by the California Department of Transportation (Caltrans) for the Systemic Safety Analysis Report Program (SSARP), Caltrans requires the City approve an agreement. Agreements require City Council approval.

**BACKGROUND:** The City wants to continue to meet the need for infrastructure and safety improvements on our roadways. Further, changing traffic patterns has led to the need to analyze current conditions. The City will utilize Caltrans funding to conduct a citywide study of crash data that will identify the most effective countermeasure to reduce collisions.

The SSARP will assist in maximizing the City's limited budgetary resources by identifying and selecting the most effective and appropriate countermeasures. For this reason, it is critical that the City conduct a thorough evaluation of citywide traffic issues, high-collision factors, and problematic spot areas.

**FISCAL IMPACT:** Agreement No. 19-19 (Caltrans Program Supplement Agreement No. 0R94) authorizes an expenditure of up to \$210,000, comprised of \$189,000 state monies and a \$21,000 local match, provided by Measure I funds. The reimbursement ratio for the state funds is 90 percent. The costs associated with agreement with Fehr & Peers total \$199,754.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 19-19 with Fehr & Peers for the preparation of a Systemic Safety Analysis Report.

**CITY OF MONTCLAIR**

**AGREEMENT FOR CONSULTANT SERVICES**

**FOR PREPARATION OF SYSTEMIC SAFETY ANALYSIS REPORT**

THIS AGREEMENT is made and effective as of March 4, 2019, between the City of Montclair, a municipal corporation ("City") and Fehr & Peers, a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on March 4, 2019, and shall remain and continue in effect for a period of 14 months until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement, or extended by mutual consent.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall perform its services exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by professionals providing similar services, currently practicing, under similar circumstances.

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 6 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$199,754 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. 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.

(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 together with reimbursable expenses then due or incurred. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 6(c).

## 7. DEFAULT OF CONSULTANT

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



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

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

## 8. OWNERSHIP OF DOCUMENTS

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

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

## 9. INDEMNIFICATION

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

that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services as specified in Section 9.(a) and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law. Consultant's responsibility to indemnify, defend, and hold harmless the Indemnified Parties shall not apply to the extent the liability is due to the active negligence or willful misconduct of City or its elective or appointive boards, officers, agents and employees.

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

## 10. INSURANCE

(a) 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, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property

damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

(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 Consultant 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) *Professional Liability*: Professional Liability Insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

(4) *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.

(b) Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

*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 performance of the Contract. 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 Contract)

*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.

- (2) The policy or policies of insurance required by Section (a)(4) Workers' Compensation shall be endorsed, as follows:

*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.

(e) Evidence of Insurance. The Consultant, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. 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.

(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 Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract. Upon expiration or termination of coverage of required insurance, Consultant shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subconsultants. Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subconsultant's policies.

(l) Insurance Obligations of Consultant. The insurance obligations under this contract 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 contract; 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 contract are sufficient to cover the obligations of the Consultant under this contract.

## 11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

16. NOTICES

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

To City: Noel Castillo  
Public Works Director/City Engineer  
City of Montclair  
5111 Benito  
Montclair, CA 91763

To Consultant: Steven J. Brown  
Principal  
Fehr & Peers  
101 Pacifica, Suite 300  
Irvine, CA 92618

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSALS

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "C" hereto and incorporated herein by this reference.



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.

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. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

**CITY OF MONTCLAIR**

**Fehr & Peers**

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

By: \_\_\_\_\_  
Steven J. Brown, Principal

Attest:

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

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

Approved as to Form:

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

## **EXHIBIT A** **SCOPE OF SERVICES**

### **Approach & Scope of Work**

#### **Data-Driven**

Montclair's Systemic Safety Analysis Report will be built on a foundation of data-driven decision making. Fehr & Peers will examine historic collision data to identify locations that, because of their design or realworld functionality, account for the vast majority of traffic fatalities or severe injuries. Our team will also identify where collisions may be likely to occur based on a proactive assessment of roadway characteristics. Incorporating this risk assessment eliminates a "blind spot" of many safety action plans, where an exclusive focus on historical collision patterns may obscure potential threats. Our team will merge collision data with adjacent roadway, land use, and socioeconomic information to uncover relationships between roadway elements and the risk of frequent and severe crashes – as well as the distribution of the collision burden across segments of the Montclair community.

#### **Action-Oriented**

This data-driven analysis will yield a set of locations and corridors that lend themselves to countermeasures and improvements at various cost levels. Together with this set of recommendations, we will evaluate the state of the City's existing infrastructure relative to best practices throughout the industry and recommend a set of policy changes that can ensure that any new investments in Montclair's roadway network provide maximized benefits to multi-modal safety.

#### **Funding-Ready**

In contrast to other types of roadway safety analysis, SSARP funding requirements mandate that reports funded under the program evaluate the roadway network as a whole, rather than just focusing on a high injury or collision-heavy network. The report that results from this study will not only be consistent with SSARP requirements but will maximize Montclair's opportunities to obtain funding for specific recommended projects, treatments, and countermeasures. Political and bureaucratic realities mean that not every desirable or effective safety measure has an equal chance of being funded. Moreover, the ongoing focus on systemic safety throughout the state means that the number of projects competing for funding from a limited pool is constantly increasing. Our analysis will use benefit/cost calculations to identify funding sources for which projects in Montclair are most competitive and help the City prepare successful HSIP applications in 2020.

#### **Geared for Growth**

As a vital connection between Los Angeles and the expanding markets of the Inland Empire, we understand that Montclair is primed to support economic growth in the region and welcome new projects, such as the Gold Line Extension. We understand the importance of a safe and efficient transportation network to Montclair's vitality and are committed to developing a traffic safety strategy that will complement the City's growth. Our recommendations will be

economically feasible, generalizable to future growth in the transportation network, and respectful of the needs articulated by stakeholders.

### **Comprehensive and Replicable**

We believe this innovative approach to the SSARP process will lead to meaningful and measurable safety gains in Montclair, with three key outcomes:

- Montclair will have a proactive, data-driven Systemic Safety Analysis Report and policy framework.
- The City will be competitively positioned for grant funding without the need for additional technical studies.
- The City will have a replicable template for safety analysis and project implementation.

## **Task 1: Kick-Off Meeting & Project Management**

We've developed an approach that marries robust data analysis with creative opportunities to customize the SSARP process to incorporate local context and stakeholder input. The finished product will be a forward-thinking Systemic Safety Study that provides a roadmap for implementation and positions the City for success with competitive funding opportunities.

### **Task 1.1: Project Management**

The Fehr & Peers team will refine and finalize the work plan, budget, and schedule, as well as manage day to-day operations for the contract. In addition to regularly scheduled meetings, routine communication and close coordination with City staff will be critical to help the project progress smoothly, on time, and within budget. This task also includes producing monthly invoices and progress reports meeting City and Caltrans requirements. Fehr & Peers will maintain project files and will share electronic files with the City at the completion of the project, or when requested.

### **Task 1.2: Kick-Off Meeting**

Fehr & Peers will attend a 2-hour project kick-off meeting with key City staff to initiate the project. The meeting will provide an opportunity to discuss project goals, SSARP report requirements, communication protocols, and immediate next steps. Prior to the kick-off meeting, Fehr & Peers will provide the draft project work plan. After the kick-off meeting, Fehr & Peers will provide a final project work plan, which will include a debrief of the kick-off meeting, and the finalized schedule for tasks and deliverables, and key features of the project.

### **Task 1.3: Ongoing Check-Ins**

Fehr & Peers is committed to regular, ongoing communication with the City in order to facilitate smooth project delivery. We recommend monthly phone calls with the City team to provide updates on work activity and milestones and to discuss upcoming deliverables and outreach activities. Fehr & Peers will also provide meeting agendas that will include discussion items including project schedule updates, and meeting minutes listing action items. Check-in calls will be replaced with in-person meetings up to four (4) times throughout the project to facilitate collaboration at key decision points.

### **Task 1.4: Presentations**

Fehr & Peers will create and deliver up to two (2) PowerPoint presentations to Montclair City Council, and up to two (2) additional presentations at committee/stakeholder meetings upon request from City staff. We would recommend presentations be delivered to elected officials or stakeholders to solicit input on key topics, such as the collision analysis results, priority location options, and countermeasure feasibility.

## **Task 2: Data Collection**

### **Task 2.1: Collision Database**

Fehr & Peers will work with the City to compile collision data for Montclair for at least the past 5 available years. Data will be collected through the Transportation Injury Mapping System (TIMS). Collision data currently available in TIMS is through the year 2017. TIMS data will be supplemented with available geocoded collision data from the City and Montclair Police department as deemed necessary.

Fehr & Peers will also develop a robust database of roadway characteristics to identify factors contributing to the most commonly occurring and most severe collisions. Through our experience working with other citywide collision databases, we have learned the value of supplementing collision data with contextual variables to enrich the collision analysis and better understand collision patterns. Variables included in the final database will contain information on roadway characteristics and the environment surrounding the collision locations, including:

- Roadway classification, number of lanes, posted speeds
- Traffic counts and speed surveys (see Task 2.2)
- Traffic control types
- Pedestrian and bicycle facilities
- Street lighting
- Demographic data (population, employment, age, race, gender, etc.)
- Land use data and key trip generators (locations of schools, parks, transit facilities and bus stops, senior centers, etc.)

Roadway characteristics and land use data will be used pending the availability of geocoded data from the City.

### **Task 2.2: Traffic Count Data**

Fehr & Peers will collect traffic count data for inclusion in the contextual variable database listed in Task 2.1. We will collect intersection turning movement (with bicycles and pedestrians) counts at up to 20 intersections. We will collect average daily traffic counts and conduct 85th percentile speed surveys at up to 20 roadway locations. In addition to understanding contextual traffic operation characteristics, such as volume and operating speed, that may be associated with severe and fatal collisions, we will also use ADT to calculate collision rates along corridors.

## **Task 3: Safety Analysis**

### **Task 3.1: Collision Analysis**

The team will use the collision database discussed in Task 2.1 to

1. Analyze overall crash trends within the City,
2. Identify hot spots and corridors
3. Discern systemic patterns among the data to develop crash types, and
4. Identify high-risk locations that may not yet have a history of collisions.

Our first step will be an overview of crash trends to understand larger patterns within the City, such as modes involved, key contributing factors, and other important information like lighting conditions and traffic controls. We will summarize our findings from the collision analysis in a visual format with graphics that will be easily understood and can be publicly shared, instead of in a text-based technical memorandum.

Our second step will be to identify the top intersections and corridors that account for a disproportionate share of severe and fatal collisions based on historic frequency. We will also identify hot spots based on collision rates for locations at which ADT information is available. These hot spot locations will be mapped for the City, and will include pedestrian crashes, bicycle crashes and vehicle-vehicle crashes. A separate hot spot map will be generated for uncontrolled/non-signalized intersections, signalized intersections, arterial roadways, and non-arterial roadways.

Our third step will build on the overall crash trend analysis. We will define up to five (5) crash types for the most frequent and most severe crash types (for example, collisions occurring at mid-block locations on multilane arterials where the primary collision factor is “unsafe speed”). We will produce one (1) map for each crash type that shows where that particular type is happening across Montclair.

Steps one through three – identifying collision profiles and hot spots based on historic data – help us learn from and respond to collision patterns of the past, but what about the future? Our fourth step will use systemic modeling and multivariate analysis to identify a set of high-risk locations, as defined in the SSARP guidelines, where collisions would be expected to occur, despite a lack of collision history. This process, based on the FHWA Systemic Approach, has the effect of evaluating risk across the entire roadway system, rather than only managing risk at certain locations. It allows us to identify patterns that may not be reflected in standard collision data sources.

Our analysis will use historic collision patterns combined with roadway characteristic risk factors to isolate locations that may not have experienced a high rate of fatal and severe injury collisions to date but that are likely to in the future because they possess the characteristics of a collision hot spot. By merging adjacent road, intersection, and land use features with collision data, we can uncover relationships between contextual factors and the risk of frequent and severe crashes. Systemic modeling will allow the City to proactively address unobserved, but anticipated safety trouble spots.

### **Task 3.2: Priority Location List**

Once the historic and proactive collision analysis is complete, Fehr & Peers will work with the City to narrow crash type, hot spot, and high-risk locations to a set of 10 final priority locations,

based on an historic or expected disproportionate share of fatalities and serious injuries. This top 10 location list will include both corridors (at least 3) and intersections (at least 5).

Though 10 locations will be included in the project prioritization list, the systemic nature of this analysis allows the City to apply the same safety principles and processes that will be outlined in the final study to the many locations throughout the study that will be identified as part of the collision analysis process. Given the systemic emphasis of this report, we can also provide cost estimates and B/C ratios that assume countermeasure implementation across multiple locations. Fehr & Peers will ensure that our processes can be replicated by City staff even after this project has concluded.

### **Task 3.3: Field Visits**

Fehr & Peers will conduct field visits at the 10 priority locations identified in Task 3.2 to better understand existing conditions, analyze feasibility of implementation for proposed countermeasures, and provide a foundation for cost estimates. Field review will include an inventory of existing conditions via field notes, figures, and photo logs.

### **Task 3.4: Traffic Signal Warrants**

Fehr & Peers will utilize previously collected traffic data to review the following locations for traffic signal suitability, using the CA-MUTCD peak hour signal warrant:

- Ramona Ave at Brooks St.
- Ramona Ave at Howard St.

If signal warrants are met, Fehr & Peers will include the warranted locations in the project list included in the Final Report.

### **Task 3.5: Crosswalk Inventory**

Fehr & Peers will create a citywide inventory of crosswalks, identifying locations in three categories: signalized, marked stop-controlled, and marked uncontrolled. We will perform this inventory through a combination of visual inspection of Google Maps, field visits, and input from City staff. Fehr & Peers will create a GIS point-based shapefile and KMZ file of this inventory, which will be shared with the City for future use. The file will also be included in the collision database discussed in Task 2.1, and will be used to identify collision patterns near marked uncontrolled crosswalks. These locations will also be included in the analysis described in Task 3.6 to determine recommended pedestrian crossing safety enhancements.

### **Task 3.6: Rectangular Rapid Flashing Beacon (RRFB) Engineering Study**

Fehr & Peers will identify the potential location of RRFBs based on the latest guidance from FHWA, the Guide for Improving Pedestrian Safety at Uncontrolled Locations, which was updated in July 2018 after the reinstatement of RRFBs. The tool uses simple inputs from a field survey, such as the number of lanes, posted speed, and average daily traffic, to provide a candidate pedestrian treatment for crossing locations. Fehr & Peers will use this guidance to analyze the following locations for RRFB (or other enhanced pedestrian crossing infrastructure) suitability, along with any additional marked uncontrolled crosswalks identified in Task 3.5:

- Palo Verde St at Carrillo Ave.
- Benito St at Paulson Ave.
- Orchard St at Tudor Ave.
- Orchard St at Camulos Ave.
- Moreno St at Surrey Ave.
- Greenwood Way at Howard St and Howard Elementary
- Howard St at Wesley Ave.
- San Jose St at Serrano Middle School
- Monte Vista Ave at Bandera St.
- Kinglsey St at Del Mar Ave.

If RRFB or other pedestrian crossing infrastructure is found to be suitable at any of the above locations, Fehr & Peers will include these locations in the project list included in the Final Report.

## **Task 4: Draft Systemic Safety Analysis Report**

### **Task 4.1: Countermeasure Evaluation**

Fehr & Peers will compile a preliminary set of suggested engineering countermeasures to address the safety challenges identified under Task 3, based on the Crash Reduction Factors (CRF) provided in the Local Roadway Safety Manual (LRSM). We will also investigate additional proven countermeasures from sources like the FHWA PedSAFE toolbox and the CMF Clearinghouse to supplement the countermeasures currently available in the LRSM, to assist the City of Montclair in successful grant pursuits outside of HSIP and help the City prepare for anticipated changes to the LRSM. Effective countermeasures will be identified as those with potentially high benefit/cost ratios for improving safety performance related to the specific crash types and locations identified in Task 3.

Fehr & Peers will pair the priority locations with appropriate countermeasures. We will create a matrix of crash-to-countermeasure pairings that identifies the crash type and locations where each countermeasure would be most effective. In some cases, multiple countermeasures will be recommended for a single location. Fehr & Peers will make recommendations for systemic application of countermeasures, where appropriate. We will present the preliminary set of countermeasures to City staff to gather input. The final menu of countermeasures will represent proven safety interventions that respond to the crash patterns in Montclair and are preferred by City staff, and will include low-cost and quick-build options, as emphasized in the SSARP and HSIP grant guidelines.

### **Task 4.2: Prioritized Project List**

Task 4.2 will focus on the development of detailed safety improvement projects at top-priority locations, where immediate action is needed. We will develop a site-specific infrastructure project applying a suite of countermeasures identified for each priority location, while incorporating recommendations for systemic application across multiple locations. For the 10 priority locations, Fehr & Peers will develop:

- Crash trend summaries.
- A before/after planning-level graphic.

- A project description, including proposed countermeasures and their efficacy.
- Planning-level cost estimates (based on per unit costs to be approved by the City).
- Benefit/cost ratio, using the latest Caltrans HSIP Analyzer calculator.
- For locations derived from crash types, a map of locations with the same crash type.

This information will be displayed in a graphical cut-sheet for each of the 10 project locations. The 10 projects will also be displayed in a ranked list, based on benefit/cost ratio. Input from the City will be incorporated at the draft stage to develop the final list. Signal or RRFB projects identified in Tasks 3.4 and 3.6 will also be included in the final list.

## **Task 5: Final Report**

### **Task 5.1: Final Report**

Our team will compile and summarize the work and deliverables from the previous tasks to deliver a polished document for the final Systemic Safety Study. This report will satisfy SSARP reporting requirements while also presenting a list of prioritized projects with supporting safety evidence to position Montclair for success in competitive funding processes, such as the HSIP program. All work products produced as part of previous tasks will be packaged and delivered as part of the final report. For enhanced efficiency and to avoid duplicative efforts, work outlined in previous tasks will be performed in a manner that aligns with the SSARP guidelines so that work products can be seamlessly incorporated into the final report. Fehr & Peers will produce a document that relies on succinct, non-technical language, infographics, maps, and other visuals to help the City communicate the results of the systemic safety analysis to internal and external audiences.

## **Deliverables for All Tasks**

### **TASK 1**

- Preparation for and attendance at project kick-off meeting
- Final work plan, budget, and project schedule
- Monthly progress meeting phone calls, with in-person meetings for major deliverables
- Call and meeting agendas and meeting minutes
- Monthly project invoices and progress reports
- Up to 4 PowerPoint presentations, including one round of edits based on City comments
- Electronic package of all previous deliverables

### **TASK 2**

- Collision and contextual information GIS database
- Count and speed survey data

### **TASK 3**

- Graphically-based collision analysis landscape summary
- Maps of hot spot intersections and corridors
- 5 maps of top crash types
- Map of high-risk locations (intersections and corridors)
- Draft and final top 10 priority location list



- Summary notes and photos from field visits
- Traffic signal warrant results
- Crosswalk inventory GIS and KMZ files
- RRFB and crosswalk engineering study memo of results

#### **TASK 4**

- Draft and final pictorial menu of safety countermeasures, including relevant CRFs
- Matrix of countermeasures paired with top crash types and locations
- Prioritized project list
- 10 project cost estimates and B/C calculations
- 10 project cut-sheets

#### **TASK 5**

- Final Safety Study to satisfy SSARP guidelines, including one round of edits based on City comments

## EXHIBIT B HOURLY RATES

Local Assistance Procedures Manual

EXHIBIT 10-H3  
Cost Proposal

### EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

#### ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant: Fehr & Peers

Project No. P3032

Contract No. \_\_\_\_\_

Date: February 4, 2019

#### **DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Steve Brown	140	\$120.19	\$16,826.60
Eng/PI III	Emily Finkel	240	\$38.46	\$9,230.40
Sr. Eng/PI	Mike Samuelson	300	\$40.38	\$12,114.00
Sr. Eng/PI III	Claude Strayer	130	\$50.48	\$6,562.40
Principal	Matt Benjamin	70	\$86.54	\$6,057.80
Eng/PI II	Melody Wu	150	\$36.39	\$5,458.50
Eng/PI II	Catrina Meyer	70	\$34.13	\$2,389.10
Intern	Quinn Wallace	100	\$25.00	\$2,500.00
Admin III	Elizabeth Paschal	60	\$36.44	\$2,186.40

#### **LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 63,325.20
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 129.66
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$63,454.86</b>

#### **INDIRECT COSTS**

d) Fringe Benefits (Rate: 74.4%)	e) Total Fringe Benefits [(c) x (d)]	\$ 47,210.42
f) Overhead & G&A (Rate: 52.49%)	g) Overhead [(c) x (f)]	\$ 33,307.46
h) General and Administrative (Rate: 47.95%)	i) Gen & Admin [(c) x (h)]	\$ 30,426.61
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>		<b>\$ 110,944.48</b>

#### **FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%**      **\$ 17,439.93**

#### **l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	2,779.32	miles	\$0.545	\$1,514.73
Intersection Counts	20	ea	\$190	\$3,800.00
Roadway Counts	20	ea	\$130	\$2,600.00
			\$	\$
			\$	\$

**l) TOTAL OTHER DIRECT COSTS**      **\$7,914.73**

**m) TOTAL SUBCONSULTANTS' COSTS**      **N/A**

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]**      **\$7,914.73**

**TOTAL COST [(c) + (j) + (k) + (n)]**      **\$199,754.00**

#### NOTES:

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-HI COST PROPOSAL** Page 2 of 3

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Steven J. Brown Title \*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 02/04/2019

Email: s.brown@fehrandpeers.com Phone Number: 949-308-6321

Address: 101 Pacifica, Suite 300, Irvine, CA 92618

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

<p>Transportation consulting services.</p>
--------------------------------------------





# AGENDA REPORT

---

**DATE:** MARCH 4, 2019                              **FILE I.D.:** ADM277/CDV025  
**SECTION:** AGREEMENTS                              **DEPT.:** ADMIN. SVCS./COMMUNITY DEV.  
**ITEM NO.:** 3                                              **PREPARER:** J. NGUYEN  
**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 19-20 WITH THE DAVENPORT GROUP, LLC FOR THE PURCHASE OF LICENSES, INSTALLATION, IMPLEMENTATION, AND TRAINING FOR THE LAMA SOFTWARE SUITE FOR USE BY THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS DEPARTMENTS

CONSIDER AUTHORIZING CITY MANAGER EDWARD C. STARR TO EXECUTE ALL DOCUMENTS IN RELATION TO THE IMPLEMENTATION OF AGREEMENT NO. 19-20

CONSIDER AUTHORIZING A \$79,250 APPROPRIATION FROM THE TECHNOLOGY RESERVE FUND FOR COSTS RELATED TO AGREEMENT NO. 19-20

---

**REASON FOR CONSIDERATION:** Pursuant to the City of Montclair’s Purchasing Manual, professional service contracts are required to be presented to the City Council.

A copy of proposed Agreement No. 19-20 is included in the City Council’s agenda packet for review and consideration.

**BACKGROUND:** The City of Montclair has been using the HDL Building Permits and Code Enforcement software systems to issue permits and citations for code violations. The software systems are over 10 years old and are no longer supported by the vendor, HDL Companies. HDL Companies stopped development of the Building Permits and Code Enforcement software systems many years ago and has no plans to update, enhance, or make further improvements to the software systems. HDL Companies is currently charging the City an annual maintenance fee on both software systems even though they are no longer providing maintenance and/or updates to the software.

Due to the lack of program development, the HDL Building Permits and Code Enforcement software systems lack many modern features like GIS integration, work flow integration, permits status, online capability, out-in-field connectivity, custom reports, permit tracking, and code violation status. These features can enhance the efficiency of staff making the process of issuing building permits and enforcing municipal codes more effective. It is essential to move away from HDL Companies legacy software systems and find a better supported, high-quality, software system to help manage Montclair’s building permits, code enforcement, planning and work order needs.

Staff submitted Requests for Quotes (RFQs) to several leading software vendors that specialize in building permits and code enforcement software systems. Staff received RFQs from five different vendors.

These firms provided demonstrations of their solutions, capabilities, and experience with building permits and code enforcement software systems. After several meetings and demonstrations, Staff narrowed the selection to three vendors: Superior Track-IT, The Davenport Group, and Viewpoint.

In the review process, the most impressive software solution would include a fully integrated software system capable of processing building permits, code enforcement, and planning platforms; full mobile capabilities; be robust and flexible; ease of use; incorporate flexible fee schedules and calculations; integrate seamlessly with Geospatial Information Systems (GIS); and be cost effective with an implementation path that is thorough and complete.

Staff requested and obtained three quotes from the vendors that were considered:

Superion Track-IT	\$393,940.00
The Davenport Group, LLC	\$79,250.00
Viewpoint	\$60,762.00

After careful consideration of each proposal, staff selected The Davenport Group, LLC as the best option. The Davenport Group, LLC qualifications, customer service, estimated price point, and extensive experience in building permits and code enforcement software systems set the company apart from the other vendors.

The two other vendors were not recommended based on the following:

- Superion Track-IT far exceeded the cost consideration for a solution to replace the existing Building Permits and Code Enforcement software systems. As such, Staff disqualified Superion Track-IT from consideration; and
- Viewpoint did not receive favorable reviews from their existing clients and those with experience with working with Viewpoint. The feedback that was collected regarding Viewpoint was not very complimentary with comments ranging from the software system being difficult to implement, poor integration, issues with customization and importation of fee schedules, etc. Based on these less-than-complimentary reviews, Staff disqualified Viewpoint from consideration.

#### *The Davenport Group, LLC*

The Davenport Group, LLC has been working closely with local governments over the past 20 years and is recognized as both ESRI and Microsoft Business Partners and Developers. The company developed the LAMA Suite of software a comprehensive application platform with core components which include maps, address management, owners and tenants, scheduling, document manager and forms and reports.

The LAMA Suite building permits software system is a robust platform within the software application that provides a broad range of building, public works, and engineering case types with detailed inspection, fees, reviews, workflows, and contractor profiles. The LAMA code enforcement software system allows data management of code enforcement cases including the tracking of notices, citations, communications, and inspection photos.

The LAMA software system includes mobile apps for both permitting and code enforcement allowing staff to access and update permitting and code enforcement status while out in the field. The software system is fully integrated with GIS allowing for staff to look up property information quickly. The LAMA software system works seamlessly with any PDF editor to allow for the easy markup and annotation of plans and images during the critical application and review process.

One module within the LAMA system allows for planning and development review of projects. The planning module is valued for its ability to organize the submission and review of complex information and processes. Projects can be routed through staff reviews, resubmittals, and meetings. With it, Staff can generate agendas, share submitted plans, and follow project conditions through the permitting phase. It is a user-friendly process with step-by-step tutorials to guide users through creating new planning cases or adding and editing any existing one. The LAMA planning module can track bonds, make requests for draw-downs, and require actions to be taken. It allows Staff to generate fees associated with details, such as the cost of the improvements, intensity of the development, and process fees with simple or complex calculations or algorithms. The best aspect of the LAMA planning module is that it allows Staff to keep track of all the necessary information related to a project or case, such as number of land uses, gross floor area, and setbacks, while calculating impact projections like required parking spaces, average daily traffic conditions, number of school children, etc.

The LAMA software system also includes Work Order and Infrastructure and Asset Management modules which can enhance the function of the Public Works Department, both internally and in the field. Work orders could be tracked digitally from start to finish for graffiti removal, park maintenance, sewer maintenance and all other tasks completed by operation personnel. Staff could track and report on labor, parts, contract work, and tasks with efficiency and accuracy. With the infrastructure management module, Public Works staff would be able to track all sewer, storm, facilities, parks, and streets including GASB34 information. This would allow staff to view and report on GIS-stored data for regional and state requirements. Additionally, it would unify the Public Works and Community Development Department operations under one interlinked platform.

Staff recommends the City Council adopt proposed Agreement No. 19-20 based on the qualifications, customer service, estimated price point, and extensive experience in Building Permits and Code Enforcement software systems.

**FISCAL IMPACT:** Approval of Agreement No. 19-20 between the City of Montclair and The Davenport Group, LLC would result in a cost to the City of \$79,250 payable from the Technology Reserve Fund (Account No. 1001-4316-62010-400-00000), which was established in Fiscal Year 1999-2000 to fund unanticipated and planned major technology upgrades

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

1. Approve Agreement No. 19-20 with The Davenport Group, LLC for the purchase of licenses, installation, implementation, and training for the LAMA software suite for use by the Community Development and Public Works Departments.
2. Authorize City Manager Edward C. Starr to execute all documents in relation to the implementation of Agreement No. 19-20.
3. Authorize a \$79,250 appropriation from the Technology Reserve Fund for costs related to Agreement No. 19-20.

## AGREEMENT NO. 19-20

### FOR THE INSTALLATION AND USE OF LAMA SOFTWARE

This Agreement is entered into this the \_\_\_\_\_ day of February 2019, by and between the City of Montclair, in the State of California, hereinafter referred to as “CLIENT,” and the Davenport Group USA, Ltd., hereinafter referred to as “DAVENPORT” for the installation of Land Management Software, known as LAMA Server, hereinafter sometimes also referred to as LAMA or LAMA Software, and one or more of its modules, and other services, as specifically provided herein and which is hereinafter referred to as the “Project.”

#### **A. Scope of Work**

##### **1. Project Description**

The Project is more specifically defined as follows: Installation of an automated digital computer software system addressing the following functional areas:

- Core Components
- Permitting and Inspections
- Licensing
- Code Enforcement, Inspections and Adjudication
- Planning, Projects and Development Review
- Historic Properties
- Redevelopment
- Work Orders
- Infrastructure and Asset Management
- Mobile Tablet/Phone App (Android and iOS)
- Electronic Markup in Plan/Development Review
- Exchange Integration
- Public Web Module

##### **2. Agreement Attachments**

- Exhibit A      Scope of Work
- Exhibit B      Project Cost Summary
- Exhibit C      Schedule and Milestones
- Exhibit D      LAMA Software License Agreement
- Exhibit E      LAMA Software Escrow Agreement
- Exhibit F      DAVENPORT’s Current Hourly Rates for Services and Travel Costs
- Exhibit G      Minimum Specifications for Client’s Computers
- Exhibit H      Detail of Responsibilities



### **3. Commencement Date**

- a. The commencement date for the services (the “Commencement Date”) to be provided by DAVENPORT shall be the date upon which it is in receipt of a fully executed original of this Agreement. DAVENPORT shall not be obligated to perform any work pursuant to the Project, including labor or materials, prior to the Commencement Date as defined herein.
- b. A Scope of Work is attached hereto as Exhibit A. A Project Schedule and Implementation Milestones with estimated dates for completing certain events is attached as Exhibit C. The time period shall be refined as necessary following the completion of the Configuration Study. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. It is not intended to impose strict deadlines for completion of all or any part of the work. The timeframe assumes that CLIENT will provide all information in a timely manner.

### **4. Capitalized Terms; Cost for Work Not Included in Agreement**

- a. Capitalized terms shall have the meanings expressly set forth in this Agreement, or if not defined in this Agreement, as set forth in the Exhibits to this Agreement. If capitalized terms are not specifically defined in this Agreement or in the Exhibit, they shall have such meanings as are common in the computer software industry.
- b. Any services which are not included in this Agreement that are requested by CLIENT and which DAVENPORT agrees to perform, shall be performed at such cost as the parties shall mutually agree upon in writing, and at DAVENPORT’s hourly rates then in effect. By way of reference, the current hourly rates for DAVENPORT’s services are as specified in Exhibit F, attached hereto.

## **B. Duties and Responsibilities of the Parties**

### **1. Scope of Work; Description of Services**

After the Commencement Date, DAVENPORT shall perform the services as described in Exhibit A. DAVENPORT agrees to perform the services provided for in this Agreement in accordance with generally accepted professional standards in existence at the time of performance of the services. Except as otherwise expressly provided for in this Agreement or in the Exhibits incorporated into this Agreement, DAVENPORT makes no other warranties, either express or implied, and the parties’ rights, liabilities, responsibilities and remedies with respect to the quality of services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

## 2. Maintenance and Support

DAVENPORT shall provide the following maintenance and support services to CLIENT immediately following installation of the system components for CLIENT. Annual Maintenance and Technical Support fees are included in the contract price for the first year following installation, and are renewable on the anniversary date of client software installation.

- a. LAMA modifications to correct defects or errors that are reported to DAVENPORT.
- b. Any upgrades to LAMA's Core Components and modules that are installed on CLIENT's computers. DAVENPORT will provide the CLIENT with a software release schedule. Update packages with release notes and testing results will be provided by DAVENPORT for CLIENT review. All components of the update packages shall be applied to the CLIENT system by DAVENPORT.
- c. Unlimited technical support via telephone and eTicket on-line support system during any period of annual maintenance. However, CLIENT's help desk shall provide first level support to CLIENT's users.
- d. Fee schedules, not related to software bugs, shall be updated by DAVENPORT once per year, at the CLIENT's request.
- e. LAMA enhancement requests may be submitted by CLIENT to DAVENPORT. Enhancement requests will be reviewed by DAVENPORT and may be incorporated into future releases at DAVENPORT's cost. CLIENT understands that submittal of any enhancement request does not obligate DAVENPORT to provide a modification to the LAMA program.
- f. Custom code not tested and accepted by DAVENPORT is outside the scope of services provided herein. DAVENPORT has no obligation to maintain and support custom code not tested and accepted by DAVENPORT.
- g. If the CLIENT does not have an available ArcGIS Server 10.x or greater instance, DAVENPORT will perform one (1) GIS update annually. If an ArcGIS Server 10.x or greater instance is available, GIS updates shall be configured to run weekly or nightly or other regular interval on the application server.
- h. LAMA Software includes fee calculations. These calculations are subject to classifications that are peculiar to the CLIENT's processes and logic, and are extremely sensitive to user control. DAVENPORT is not in a position to determine if any of the fees are correctly determined. The CLIENT agrees that it will always check the fees to ensure that they are accurate before taking any action based on them. DAVENPORT shall not be liable for any mistakes in fees.
- i. Annual maintenance only covers maintenance in one environment – by default, the production environment. DAVENPORT is willing to maintain other environments but the costs of doing so are in addition to the Implementation Costs under this Agreement.

### **3. Not Responsible for Damages Due to Unforeseen Delays**

Neither CLIENT nor DAVENPORT shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, strikes, lockouts, accidents, acts of God, or cancelled flights.

### **4. Information to be Provided by Client**

- a. The CLIENT shall provide all information necessary for DAVENPORT to configure LAMA, including but not limited to:
  - (1) Current fee structures and methodologies relating to the modules selected.
  - (2) Current case types, work flow processes, dependent and tracked details and related information for the modules selected.
  - (3) Completed examples of all current forms, letters and reports used by the CLIENT relating to modules selected.
  - (4) Responses to questionnaires submitted by DAVENPORT.
  
- b. This Project involves data migration. DAVENPORT shall write a program to migrate data from your GIS system, Assessor's database and other data sources as specifically identified in Exhibit B. It is important to DAVENPORT that the database structure not change during the course of this contract. In the event that the CLIENT, or the party from which the CLIENT is receiving the data, changes the database structure, the parties recognize that this will result in DAVENPORT having to revise its data migration program. The costs for modifying the migration program to address the changes are an addition to the Data Migration Costs under this contract.
  
- c. CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to DAVENPORT that it needs to complete the Project.
  
- d. The Implementation Services involve designing forms and reports. In the event that the CLIENT materially changes forms and/or reports after CLIENT has submitted them and DAVENPORT has designed them, then DAVENPORT's redesign is an addition to the Implementation Services costs under this Agreement.
  
- e. A critical point in the Implementation Services process is the completion of the Test Plans. The process calls for DAVENPORT to produce plans for most of the case types entered into LAMA. The parties anticipate that some of these plans may not pass during User Acceptance. In the event that they do not pass, DAVENPORT shall make changes to the Plans, or parts of the Plans, and resubmit them to the CLIENT at no cost to CLIENT. CLIENT will review and accept or reject Test Plans within one week, with an explanation or correction if they are not accepted. In the event that the CLIENT takes no action within the allowed time for review, then the lack of response from CLIENT shall constitute CLIENT's approval of the Test Plan. In the event that the CLIENT materially changes the workflows in the Test Plans after CLIENT has passed them, then DAVENPORT's redesign, testing, and documentation effort

related to these changes, are an addition to the Implementation Services costs under this Agreement.

- f. The CLIENT shall provide DAVENPORT with remote access to the client application server(s) and *dbowner* access to the LAMA database, so that DAVENPORT may install updates and troubleshoot error reports in LAMA Server. Local administrative permissions to the application server(s) are required. The *db\_backup* operator, or equivalent, permission is required in order to backup the LAMA database.
- g. In the event that the CLIENT or its employees give DAVENPORT ideas or proposals for new functionality, or modifications for revisions to existing functionality that DAVENPORT incorporates into LAMA software, the CLIENT, on behalf of itself and its employees, hereby waives any rights that it might have in a purported copyright in said ideas or proposals.

## **5. Detailed List of Tasks with Designated Responsibilities**

The parties have identified all the types of tasks, jobs, duties, etc., that are needed to have a successfully completed LAMA project. These tasks, jobs or duties are set out in Exhibit H with the party that is designated as responsible for carrying out the same. In some instances, the responsibility is shared.

## **C. Compensation**

### **1. Davenport Compensation and Fees**

The CLIENT agrees to compensate DAVENPORT for the perpetual license of the software and professional services rendered under this Agreement, for the total contract price (“Total Contract Price”) of Seventy-One Thousand Seven Hundred Fifty and 00/100 (\$ 71,750.00) Dollars, which amount shall include all labor and materials associated with this Project as specified in Exhibit B, entitled “Project Cost Summary.”

The Total Contract Price does not include any changes to the work as may be requested by CLIENT and incorporated into the Project pursuant to a written request by CLIENT as provided in Section E of this Agreement. Furthermore, it does not include services arising from changes identified in Section B.4 above. The Total Contract Price does not include reimbursement for travel expenses related to being on-site with the CLIENT, in particular for undertaking the Configuration Study or Case Packet Design and Review, for coordination, for Work Sessions related to Test Plans and User Acceptance, for Training, and Go-Live Assistance. Travel expenses for such purposes shall be billed to CLIENT at the travel expense rates specified in Exhibit F. The CLIENT agrees to compensate DAVENPORT for the services as provided in Section A-4(b) of this Agreement.

### **2. Billing and Payment**

DAVENPORT will invoice the CLIENT for the percentage of the contract completed, less a retainage of five percent (5%), as set out in the Project Schedule and Implementation Milestones, on a monthly basis. DAVENPORT will invoice travel costs shortly after they have been incurred. DAVENPORT will invoice the retainage upon successful completion of the contract.

CLIENT will pay all invoices within 30 days of receipt of the same. CLIENT agrees to notify DAVENPORT of any disputed invoice within 10 business days of receipt of such invoice. If CLIENT fails to pay undisputed invoices within 30 days of receipt CLIENT will pay interest on the late payment at a periodic rate of 1.0% per month of the amount past due, representing an annual percentage rate of 12%, which late fee shall be applied to any unpaid balance monthly.

## **D. Changes and Additions to the Work**

### **1. Requirements of Written Change Orders**

The CLIENT may request DAVENPORT to perform additional services not covered by the specific Scope of Work as set forth in this Agreement. Any such requests shall be submitted in writing, and shall be signed by the CLIENT Representative and an authorized representative of DAVENPORT. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services.

### **2. Payment for Additional Work**

Any such additional work performed by DAVENPORT shall be added to the Total Contract Price and billed when the work has been completed.

## **E. Indemnification and Insurance**

### **1. Indemnification**

DAVENPORT shall indemnify, defend and hold harmless the CLIENT from and against any claims, based upon infringement of any United States copyright, trademark or patent by the Software. CLIENT agrees to notify DAVENPORT of any such claim promptly in writing. CLIENT agrees to cooperate fully with DAVENPORT during such proceedings. DAVENPORT shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, DAVENPORT may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

### **2. Insurance**

DAVENPORT shall at its own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirement shall remain in effect throughout the term of this Agreement:

- a. Workers Compensation as required by State Law.
- b. Commercial General Liability Insurance - \$1,000,000.00 business liability coverage, \$2,000,000.00 general aggregate limits.
- c. Professional Liability Insurance - \$1,000,000.00 limit. Professional Liability insurance will be in force for twelve (12) months from commencement date.

- d. All policies are to be written through companies duly approved to transact that class of insurance in the State of CLIENT and placed with carriers with a Best rating of A or better.
- e. CLIENT, its officers and agents, shall be endorsed as an additional Insured under DAVENPORT's General Liability Insurance.
- f. DAVENPORT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

### **3. Proof of Insurance**

DAVENPORT shall provide CLIENT with evidence of Certificates of Insurance promptly upon request by CLIENT.

DAVENPORT may replace any of its policies with equivalent policies providing it promptly notifies the CLIENT of the substitution and provides evidence of Certificates of Insurance for the replacement if requested. DAVENPORT shall not modify any policies by reducing the coverage below the minimum terms provided for in paragraph 2 above. DAVENPORT shall not create a lapse in insurance coverage.

## **F. Termination**

### **1. Termination of Agreement**

- a. This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to DAVENPORT. Notwithstanding the date of such notice, termination shall be effective upon receipt by DAVENPORT of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay DAVENPORT for all services rendered prior to the notice of termination, at DAVENPORT's then-current hourly rates as specified in Exhibit F, and for materials provided to CLIENT pursuant to this Agreement, at DAVENPORT's actual cost, up to and including the date of receipt by DAVENPORT of notice of termination. This Agreement may be terminated by DAVENPORT for cause for failure to comply with Section B (4) or C above, only after DAVENPORT shall have given CLIENT written notice of termination and has afforded CLIENT ten (10) business days from the date of such notice within which to correct the failure to comply.
- b. In the event this Agreement is terminated, the CLIENT agrees to immediately return all source code or other materials provided to CLIENT by DAVENPORT, and to destroy, erase, and purge all Software provided by DAVENPORT from any and all CLIENT computers.
- c. Within 30 days of termination, CLIENT agrees to provide DAVENPORT with written confirmation that all DAVENPORT software has been destroyed. Within

its sole discretion, and upon reasonable notice to CLIENT, DAVENPORT shall have the right to verify that DAVENPORT software has in fact been removed or destroyed by personal inspection of CLIENT computers. Any use by CLIENT of any DAVENPORT Software after termination of this agreement by CLIENT without the express written authorization of DAVENPORT shall be a breach of this agreement and may subject CLIENT to damages.

## **G. Ownership of Documents**

### **1. Ownership of Documents**

- a. All plans, specifications, reports, and other design documents prepared by DAVENPORT specifically for CLIENT pursuant to this Agreement shall become property of CLIENT after completion of the Project. These documents do not include DAVENPORT's training materials or the LAMA Manual. However, the CLIENT has a perpetual license for these items.
- b. All source code for computer programs or modifications to programs and any training materials and the LAMA Manual, which are produced or revised pursuant to this Agreement shall be deemed, and remain, the intellectual property of DAVENPORT and are protected under the copyright, patent, or other laws, of the United States, as well as other jurisdictions where such programs are being used.
- c. CLIENT agrees to respect DAVENPORT's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by DAVENPORT or any third party. Under no circumstances shall CLIENT, or its agents or employees, sell, license, publish, display, distribute or otherwise transfer to a third party software or any copy thereof, or the LAMA training materials or the LAMA Manual in whole or in part, without DAVENPORT's prior written consent. In addition, CLIENT agrees that neither it nor its agents or employees will install the LAMA Server program or its SQL Server database on a computer that is not owned or leased or controlled by the CLIENT without the written consent of DAVENPORT.

### **2. Source Code**

- a. Following the final acceptance of the LAMA and any subsequent major release and installation of the Software on CLIENT's computers pursuant to an active maintenance agreement, CLIENT shall have the opportunity to enter into an Escrow Agreement (See Exhibit E) between CLIENT, DAVENPORT and an Escrow Agent, wherein a copy of the source code will be placed in escrow for the benefit of the CLIENT.
- b. DAVENPORT will pay the cost of the escrow.

## H. Communication Through Client / Davenport Designated Representatives

All communication relating to *project status* shall be exchanged between a designated representative of the CLIENT and a designated representative of DAVENPORT as identified below.

### 1. Designated Representatives

The designated representative (the “Designated Representative”) of CLIENT and DAVENPORT is as follows:

<b>CLIENT</b>
Client: <u>City of Montclair, California</u> Representative: <u>John Nguyen, Information Technology Manager</u> Address: <u>5111 Benito Street, Montclair, CA 91763</u> Phone: <u>1-909-625-9409</u> Email: <a href="mailto:jnguyen@cityofmontclair.org">jnguyen@cityofmontclair.org</a>
<b>DAVENPORT</b>
Developer: <u>The Davenport Group USA, Ltd.</u> Representative: <u>Jerry P. Davenport, AICP, MRP, JD</u> Title: <u>President</u> Address: <u>651 W. Terra Cotta Ave., Suite 231, Crystal Lake, IL 60014</u> Phone: <u>1-815-356-8244</u> Email: <a href="mailto:jerry@davengis.net">jerry@davengis.net</a>

If the Designated Representative or address of either party changes during the terms of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

### 2. Designated System Administrator for Client

All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or trouble-shooting, shall be made to DAVENPORT only through either the Designated Representative of CLIENT as identified above, or the System Administrator as identified below.

- a. The designated System Administrator shall participate in all training sessions conducted by DAVENPORT as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system LAMA Server.
- b. The System Administrator for CLIENT is John Nguyen.



**3. Designated Project Manager for Davenport**

All communication related to the day-to-day operation of the system, including system maintenance, systems problems and/or trouble-shooting, shall be made to DAVENPORT through its designated representative as set out above, or through its project manager, namely:

Patricia Parish  
Senior Project Manager  
130 E. Kiowa St., Suite 510  
Colorado Springs, CO 80903  
Phone: 1-800-640-0373 Ext. 113  
[tricia@davengis.net](mailto:tricia@davengis.net)

**4. Communication from DAVENPORT to CLIENT**

All communication related to day-to-day operation of the system, including system maintenance, systems problems or trouble-shooting, shall be made between DAVENPORT’s project manager and the CLIENT’s System Administrator, or the designated representatives for each.

**5. Emergencies**

In the event of an emergency, such as a program failure, each party may rely on a representation from the other party that the person they are working with has the authority to act for the party.

**I. Miscellaneous General Provisions**

**1. Licenses**

DAVENPORT shall obtain and maintain all business licenses as may be required by law.

**2. Status of Davenport as Consultant**

Throughout the term of this Agreement, DAVENPORT, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and DAVENPORT.

**3. CLIENT not Liable for Acts of Third Parties**

The CLIENT shall not be obligated to indemnify DAVENPORT for the acts or omissions of third parties.

**4. Confidentiality of Documents Submitted by DAVENPORT**

The CLIENT shall not be required to maintain the confidentiality of documents or records submitted by DAVENPORT to it in the event that the same is required to be disclosed under the Public Records Law of the State of the CLIENT.

**5. Arbitration of Disputes**

In lieu of any other legal proceeding, including litigation, to resolve any outstanding claim, both DAVENPORT and CLIENT agree to participate in good faith in arbitration of any dispute or claim which remains unresolved after informal discussions. Both DAVENPORT and CLIENT shall negotiate in good faith to select a qualified arbitrator. The costs of the arbitrator shall be paid one-half (½) by CLIENT and one-half (½) by DAVENPORT.

**6. Attorney's Fees**

In the event that any legal proceeding is instituted by either DAVENPORT or CLIENT to enforce the arbitrator's decision or the other party's unwillingness to select an arbitrator or submit to arbitration, the successful party shall have a claim to the reimbursement of its attorney's fees. The parties agree that litigation is limited to enforcing the arbitrator's decision.

**7. Applicable Law**

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of California.

**8. Binding on Successors**

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**9. Due Authority**

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CLIENT to execute this Agreement on behalf of CLIENT.

DAVENPORT represents and warrants that the person executing this Agreement on behalf of DAVENPORT is an agent of DAVENPORT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by DAVENPORT to execute this Agreement on behalf of DAVENPORT.

**10. Warranties**

Warranties are as set out in Exhibit D, LAMA Software License Agreement.

**11. Entire Agreement**

This Agreement contains the entire understanding and agreement between DAVENPORT and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. This Agreement may be modified or amended only by written agreement signed by both DAVENPORT and the CLIENT.

**12. Agreement as Offer**

This Agreement shall be valid only if it is signed by both CLIENT and DAVENPORT, and a signed original has been received by both parties.

The Davenport Group USA, Ltd.  
Crystal Lake, Illinois 60014

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry P. Davenport, President

City of Montclair  
5111 Benito St  
Montclair, California 91763

\_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

Attest: \_\_\_\_\_  
Andrea M. Phillips, City Clerk

## **Exhibit A – Scope of Work**

The Scope of Work shall include the following:

1. Configuration Study: The process starts with a Configuration Study which includes preliminary conferences with CLIENT's project administrator to help identify staff persons who will be potential users of the system, and who need to be included therein, and the identification of forms, documents, tables, databases, programs and reports being used by the CLIENT that need to be incorporated or addressed into the LAMA program. The Configuration Study will include several detailed questionnaires about the existing/proposed structure the CLIENT would like to incorporate into the LAMA program. It will include a number of matrices for the CLIENT to complete. Following the collection of materials, DAVENPORT will conduct meetings with prepare a high-level report for circulation, review and comment by CLIENT.
2. Forms: Following the collection of Forms and Documents to be generated by the software during the Configuration Study, DAVENPORT will analyze and coordinate with CLIENT on any necessary document/form redesigns for compatibility with the software.
3. Case Packets: Following the Configuration Study, DAVENPORT will begin the process of configuring LAMA for the CLIENT. This process begins with Case Packets on many, if not all, of the case types identified in the Configuration Study. About 15-25% of the case packets will be reviewed with the CLIENT in web demos, then DAVENPORT will deliver case packets for the remaining case types and set up on-site time to review the cases with the CLIENT. The Case Packets will be revised to reflect the changes needed.
4. GIS Data Migration: Prior to DAVENPORT beginning Configuration of the Software, CLIENT will deliver all pertinent GIS data for the LAMA software to DAVENPORT. DAVENPORT will import any GIS layers (parcels, streets, jurisdictional boundaries, zoning) and Assessor's data regarding ownership provided by the CLIENT into LAMA, and, if appropriate, develop a script to load new data into LAMA.
5. Configuration. DAVENPORT will then undertake the process of configuring the software to meet the requirements set out in the Case Packets and the Configuration Study. The Configuration includes setting tens of thousands of codes in the LAMA software. During this phase, DAVENPORT may conduct web demos with key members of the CLIENT's team to review tentative configurations of the case types and workflows.
6. DAVENPORT will write a program which will migrate Permitting, Licensing, Code Enforcement and Planning data from CLIENT's software consistent with the Cost Proposal into LAMA.
7. DAVENPORT will review the forms identified as to be created or published in LAMA. DAVENPORT will create and design the same, inserting in appropriate key words to populate them.
8. Next, DAVENPORT will install the LAMA software on the CLIENT's server. This can be done remotely and tested remotely. The date of installation shall mark the beginning date for annual maintenance.

9. Test Plans: Following the completion of the Case Packets and configuration of the software, DAVENPORT will create Test Plans for a representative set of Case Packets. The Test Plans will be executed by DAVENPORT to confirm the software was configured according to the Case Packets. DAVENPORT will come on site and working with CLIENT's User Acceptance Testing Team will review the Test Plans with the goal of determining whether the configuration of any of the cases need substantial modifications. The items to be addressed include whether all the details needed are entered into the program, whether the fees are being calculated correctly, whether the workflow is accurate, and whether the forms are populating appropriately. During User Acceptance Testing, the CLIENT will identify problems and issues related to the Test Plans and pass, pass with minor modifications, or fail those Plans. In the event that the CLIENT fails a Plan, the CLIENT will explain how or why the Plan has failed. DAVENPORT will resubmit failed Plans or parts of failed Plans for the CLIENT's review. The process shall be repeated as necessary.
10. Integrations: Following the completion of the Test Plans by the CLIENT, DAVENPORT will rerun the data migration. DAVENPORT will undertake the design of any integrations with third party programs. Usually this involves the design of a comma delimited export file from LAMA query to the CLIENT's software.
11. Training: Next, DAVENPORT will prepare a training plan and present it to the CLIENT for review. CLIENT will take any actions necessary to provide a facility equipped with the computers and other hardware necessary to conduct final training. DAVENPORT will install an updated version of LAMA, if necessary. The CLIENT will install LAMA on the training room computers. DAVENPORT will come on-site and provide training consistent with the Cost Proposal.
12. Go-Live: Following final installation and training, DAVENPORT will be on-site to assist the CLIENT in Going-Live on the program. CLIENT will use the program for 30 days, identify any additional issues which DAVENPORT will fix as soon as practical with the result of having a final sign-off on the scope of work within 45 days from installation of the final program. DAVENPORT will maintain the program for one-year from installation.

## ***Exhibit B – Project Cost Summary***

The costs for the LAMA software are a combination of Software Application costs and services, and shall be as set out in the Cost Proposal and is incorporated by reference herein.



# LAMA Solution Framework

## Implementation Price Quote

Prepared for Montclair, CA on March 15, 2018



### A. Modules

The following is a description of the proposed modules and extensions and include costs for setup and deployment of the proposed items.

Module	Description	Unit	Unit Price	Quantity	Costs
Core	Core Components include the Map, Address Management, Owners and Tenants, Scheduling, Cashiering, Letter Generator, Communication Log, Notifications, Document Manager, Forms and Reports	Each	Included	1	Included
Permitting & Inspections	Permitting and inspections include a broad range of building, public works, engineering case types. Details, inspections, fees, reviews, workflows and contractor profiles are configurable for each case type.	Each	\$ 5,000.	1	\$ 5,000.
Code Enforcement	Allows data management of code enforcement cases including the tracking of notices, citations, communications, and inspection photos. Includes inspections, adjudication, liens and condemnation.	Each	\$ 5,000.	1	\$ 5,000.
Project, Planning and Development Review	Includes functionality for managing development review, including collection, viewing and tracked editing of documents, submittal and review of comments by various departments, submittal and review of administrative and board meetings/hearings.	Each	\$ 5,000.	1	\$ 5,000.
Licensing	Includes functionality for location-based, equipment-based and non-site-based licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Module allows workflows and checklists, reviews, inspections and fee calculations. Licenses can be easily renewed.	Each	\$ 5,000.		
Work Orders	Module tracks work orders from start to finish including invoicing and reports. Work Orders contain geographic features, labor, part and materials, contractual work, tasks, and can be grouped by project.	Each	\$ 5,000.	1	\$5,000
Infrastructure and Asset Management	Module tracks all infrastructure features for Water, Sewer, Storm Water, Facilities, Parks, and Streets, including GASB34 Standard Asset information. Costs include migration of current infrastructure datasets into the LAMA system.	Each	\$ 5,000.		
Redevelopment	Module tracks owned and sold property inventory, including integration with acquisition and disposition projects. Allows users to create, process, and track Expression of Interest on property.	Each	\$ 5,000.		
Historic Building Preservation	Allows for the tracking and management of historic properties and surveys. Includes building significance data, contributing status and details, and historic registrar information, to name a few.	Each	\$ 5,000		
				<b>Subtotal</b>	<b>\$ 20,000.</b>

## B. Extensions

The following is a description of proposed extensions to the modules above and **include** any costs related to setup, configuration, and installation of the proposed extension that may be required.

Module	Description	Unit	Unit Price	Quantity	Costs
Mobile App	Complete inspections with our Android mobile application. Work offline or connected. Include routing and navigation, nearby activity via mapping, and voice recognition.	each	\$5,000.		\$5,000.
Plan Review Markup	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers and applicant. Integrates with Bluebeam Revu (purchased separately).	each	\$2,500.	1	\$2,500
Public Web Portal	The Public Web CRM module allows citizens and contractors to electronically submit and track statuses for applications, upload documents, comment of proposals, and pay fees.	each	\$10,000.	1	Included
				<b>Subtotal</b>	<b>\$ 7,500.</b>

## C. Licensing

The following describes the user licensing options for the proposed solution.

License	Description	Unit	Unit Price	Quantity	Costs
Self-Hosted Named User	License LAMA by named users in the system.	user	\$750.	15	\$ 11,250.
Enterprise License	License LAMA with a Site License for your organization.	each			
				<b>Subtotal</b>	<b>\$ 11,250.</b>



## D. Implementation Services

Includes major services related to software implementation and configuration of the modules selected in *Section A*. Services include the items set forth below. Software functionality includes all features and functions comprising the purchased modules as of the contract execution date. New features and functionalities requested during or after implementation, not specifically outlined in the RFP or proposal may incur additional fees. The quantity is an estimation based on similar clients in population.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
<b>Implementation and Configuration Analysis Study and Documentation</b> Information Collection, Documents (Forms and Reports), Workflows	Hour*	\$ 100.	320	\$32,000
<b>Case Type Documentation</b> Includes the design and revisions to documentation packets for each object type in the system.				
<b>Software Configuration</b> Configuration of codes and objects from the case type documentation.				
<b>User Acceptance Testing</b> Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly and has been properly configured.				
<b>Training Materials and Documentation</b> Training Plan and Training Materials and launch readiness.				
<b>Standard and Custom Forms and Reports</b> LAMA Standard Forms and Reports to MS Word and Excel are included. Custom reports in MS Word or Excel included with each proposed module.				
<b>GIS and Database Setup</b> Setup and configuration of the database and schema including mapping and integration with GIS datasets.				
<b>Project Management and Coordination</b> Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports and other project coordination activities				
<b>Onsite Services</b> All onsite services listed below are included in the total estimated implementation costs.				
<b>Subtotal Implementation Services</b>				<b>\$ 32,000.</b>

\*Estimated at 15 hours per case type.

## E. Onsite Services

The following services **do not include** travel costs which are simple reimbursements.

Onsite Services Descriptions	Unit	Unit Price	Quantity	Costs
Configuration Analysis Study (0.5hr/case)	Hour	\$124.	24	Included
User Acceptance Testing (1hr/case)	Hour	\$124.	40	Included
Training (2hr/user)	Hour	\$124.	54	Included
Go-Live / Launch (1hr/user)	Hour	\$124.	24	Included
<b>Subtotal Onsite Services</b>				<b>\$ 0</b>

## F. Systems Integration Services

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details. The Client is responsible for ensuring the cooperation of the third-party vendor if other than ESRI or Microsoft. The following costs include development, testing, setup and deployment time for the respective items.

Software Implementation Services Descriptions	Unit	Unit Price	Quantity	Costs
<b>GIS Data / Architecture (ESRI)</b> We integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online. Anticipated integration is typically one-way from the GIS to LAMA.	Hour	\$ 150.	Included	Included
<b>Financial System</b> Setup and configuration of an export format that is compatible with the Financial systems import tool.	Hour	\$ 150.	NA	Included
<b>Payment Gateway</b> Integration with online payment gateway for the Public Web Portal Extension. Integration with USAePay is provided at no additional costs. Other gateways are \$7,500.	Hour	\$ 150.	NA	Included
<b>Assessor Database</b> This effort is for integrating seamlessly with Assessor's database. One-way from Assessor database to LAMA included.	Hour	\$ 150.	Included	Included
<b>Microsoft Exchange / Outlook</b> Integrates Microsoft Exchange Server calendars with the LAMA calendars. Configure specific users and the sync direction. Full sync between both calendars.	Hour	\$ 150.	Included	Included
<b>Laserfiche</b> This integration is a document export for Laserfiche archival of project documents.	Hour	\$ 150.	Included	Included
<b>State Contractor Database</b> This effort is integration with State of California contractor database and license information.	Hour	\$ 150.	Included	Included
<b>Subtotal Integration Services</b>				<b>\$ 0</b>

## G. Data Migration Services

Data migration costs vary depending on the amount and format of existing data and whether the data can be migrated digitally or will require manual data entry. Our software provides updating tools for GIS layers from within the application. The Client needs to provide Data Dictionaries for each data source to ensure accurate and timely data migration effort.

Data Migration Services Descriptions	Unit	Unit Price	Quantity	Costs
<b>Data Migration Source 1</b> We propose to migrate data from HDL (a DBase format) for Permitting and Code Enforcement	Hour	\$ 150.	40	\$6,000.
<b>Subtotal Data Migration Services</b>				<b>\$ 6,000.</b>

**H. Cloud Hosting Option**

Optional hosting services are based on users and itemized below. Optional Office 365 Subscription or clients can use their existing subscriptions. **The following are annual costs.**

Item	Description	Unit	Unit Price	Quantity	Costs
Microsoft Azure	We host the entire solution in the cloud with Microsoft Azure. No IT work required from client.	user	\$ 420.		
Office 365 Extension	Allows user to operate MS Word and Excel in the cloud for LAMA generated forms and reports.	user	\$ 100.		
Google Drive Backup	Backup the SQL Database and Document Attachment to a Google Drive account accessible by the client.	TB	\$ 1,000.		
<b>Subtotal Cloud Hosting</b>					<b>\$ 0</b>

**I. Totals**

The following section itemizes the one-time/up-front costs associate with the full implementation of the LAMA software.

Summary		Costs
Modules	(A)	\$ 20,000.
Extensions	(B)	\$ 7,500.
Licensing	(C)	\$ 11,250.
Implementation Services	(D)	\$ 32,000.
Onsite Service	(E)	Included
Systems Integration Services	(F)	Included
Data Migration Services	(G)	\$ 6,000.
Cloud Hosting	(H)	\$ 0
<b>Subtotal</b>		<b>\$ 76,750.</b>

<b>Grand Total</b>	<b>\$ 76,750.</b>
--------------------	-------------------

**Note:** Travel expenses are a simple reimbursable and not included in the above. Travel expenses are anticipated to be about \$7,200.00. Services to be provided from our Colorado Springs, Kansas City, Seattle, and Chicago area offices.

## J. Software Maintenance and Support

Annual Software Maintenance and Support includes new software updates and releases. Includes toll-free phone and email support, 7:00 am – 7:00pm, CST, 7 days a week. Includes free eTicket support. Annual maintenance costs may be increased to reflect changes in the costs of inflation as expressed by changes in the CPI.

Annual Maintenance and Support	Costs
Platinum Software Maintenance and Support	<b>\$ 14,350.</b>

The following list the projected annual maintenance costs for the first five (5) years. First year maintenance *is* included and first Software Maintenance and Support payment is due one year from the software installation date. **Annual maintenance is adjusted for increases in the CPI. The below maintenance is based on a 2% annual projected increase.**

Annual Maintenance	
<i>First Year Annual Maintenance</i>	Included
Second Year Annual Maintenance	\$ 14,350.
Third Year Annual Maintenance	\$ 14,637.
Fourth Year Annual Maintenance	\$ 14,930.
Fifth Year Annual Maintenance	\$ 15,228.
<b>Total 5-Year Maintenance Costs</b>	
<b>\$ 59,145.</b>	

We offer a standard annual maintenance agreement which entitles the Client to any upgrades in the modules they have, any bug fixes, unlimited free phone and eTicket support, and one day of on-site training (subject to client paying for travel costs).

Projects are invoiced monthly per milestone completed. Travel expenses billed when incurred.

This quote is respectfully submitted to the City of Montclair, CA by The Davenport Group USA, Ltd. this 3<sup>rd</sup> day of August 2018 and shall remain valid for 180 days.




---

Jerry P. Davenport, AICP, MRP, JD

President

The Davenport Group USA, Ltd

(800) 640-0373 x111 ([jerry@davengis.net](mailto:jerry@davengis.net))

***Exhibit C -- Schedule and Milestones***

**Project Schedule and Implementation Milestones  
Community Development Modules: City of Montclair**

		Week Ending																										
		22-Feb-19	15-Feb-19	8-Feb-19	1-Feb-19	25-Jan-19	18-Jan-19	11-Jan-19	4-Jan-19	21-Dec-18	14-Dec-18	7-Dec-18	30-Nov-18	23-Nov-18	16-Nov-18	9-Nov-18	2-Nov-18	26-Oct-18	19-Oct-18	12-Oct-18	5-Oct-18	28-Sep-18	21-Sep-18	14-Sep-18	7-Sep-18	31-Aug-18	24-Aug-18	%K
1	Contract Signing																											5
2	Configuration Study Questionnaires																											1
3	Client collects documents and responds to questionnaire																											
4	Forms and Reports analyzed – required changes identified																											
5	Configuration Study prepared																											3
6	Key staff for Client review study with DG staff – web demo																											1
7	Configuration Report revised																											1
8	Client reviews, edits Overall Configuration Report																											
9	25% of Case Packets (Phase 1): Permitting																											3
10	25% of Case Packets (Phase 1): Planning																											3
11	25% of Case Packets (Phase 1): Licensing, Code Enforcement																											1
12	Client reviews, edits Phase 1 Case Packets via web																											
13	Revisions to Case Packets (Phase 1) Resubmitted																											0
14	GIS data and Assessor data migrated and tested																											2
15	Remaining 75% of Case Packets (Phase 2): Permitting																											5
16	Remaining 75% of Case Packets (Phase 2): Planning																											5
17	Remaining 75% of Case Packets (Phase 2): Licensing, Code																											2
18	On-site review of Case Packets with Client																											6
19	Installation of software in Cloud																											0
20	Table of Permitted Uses, Bulk Standards, Local Codes entered																											2
21	Revisions to Case Packets Resubmitted (if needed)																											0
22	System Configuration for Permitting																											5
23	System Configuration for Planning																											5
24	System Configuration for Code Enforcement																											2
25	Web demo on selected Configurations, if desired																											
26	Data migration – Mapping Submitted for Review																											2
27	Client review of Data Migration Mapping																											
28	Forms and Reports																											4

Project Schedule and Implementation Milestones Community Development Modules: City of Montclair														Week Ending															
Milestones – Work Elements	%K	24-Aug-18	31-Aug-18	7-Sep-18	14-Sep-18	21-Sep-18	28-Sep-18	5-Oct-18	12-Oct-18	19-Oct-18	26-Oct-18	2-Nov-18	9-Nov-18	16-Nov-18	23-Nov-18	30-Nov-18	7-Dec-18	14-Dec-18	21-Dec-18	4-Jan-19	11-Jan-19	18-Jan-19	25-Jan-19	1-Feb-19	8-Feb-19	15-Feb-19	22-Feb-19		
28 Forms and Reports	4																												
29 Test Plans for Permitting Prepared and Reconfiguration	5																												
30 Test Plans for Planning Prepared and Reconfiguration	5																												
31 Test Plans for Licensing/Code Enf Prepared and Reconfiguration	1																												
32 Public Web element designed	2																												
33 Integration with 3rd Party software	4																												
34 Installation of software on client server (if Client server based)	1																												
35 Test Plans Reviewed On-site	6																												
36 Client documents Test Plan failures	0																												
37 Test Plan Revisions Resubmitted (if needed)	0																												
38 Resubmitted Test Plans Reviewed	0																												
39 Data Migration (final round) completed	2																												
40 Configuration changes completed	2																												
41 Final Training Plan & Training Materials completed	2																												
42 On-site Final Training completed	6																												
43 List of Final Changes Submitted	6																												
44 Final Changes	1																												
45 Go-Live Assistance	4																												
100																													
Client review and comments expected within 1 week of submittals Comment: When DG is doing Casa Packets in Permitting, Client staff involved in those Permitting Case types will need to be readily available to answer questions; same for Planning and Licensing																													
Comment: DG staff assignments are somewhat flexible. However, the staff person that does the Configuration usually does the Test Plans.																													

## **Exhibit D -- LAMA Software License Agreement**

This perpetual License Agreement for the use of Land Management Software, also known as LAMA Software, developed and marketed by the Davenport Group USA, Ltd., hereinafter referred to as DAVENPORT, is granted to CLIENT as of the date of this agreement.

### **Summary of License Terms**

The software is marketed by DAVENPORT under the title of "LAMA."

1. Software provided to CLIENT under this License allows the CLIENT to perpetually use, not own, the Software.
2. The CLIENT is hereby granted a license which allows the CLIENT to install LAMA Software for 15 named users on workstations owned and controlled by the CLIENT.
3. This Software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of DAVENPORT.
4. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The title, ownership rights, and intellectual property rights in and to this Software shall remain with DAVENPORT.
5. DAVENPORT has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither DAVENPORT nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.
6. DAVENPORT warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party of any other encumbrance.
7. DAVENPORT warrants that its Software will perform in the manner described in this Agreement, in demonstrations shown to CLIENT and consistent with statements in the proposal.
8. This Warranty shall commence upon date of completion of Final Installation and Training by DAVENPORT.



9. DAVENPORT shall not be held liable for any incidental or consequential damages caused by failure or faults of the Software or its functions.
10. In the event the LAMA Software license includes the LAMA Public Web CRM, the failure to maintain in effect an annual maintenance agreement voids any warranty as set out above and completely absolves DAVENPORT from any claim for damages under this contract.

This License Agreement will remain in effect until CLIENT returns Software to DAVENPORT, or until CLIENT destroys Software and notifies DAVENPORT it has done or removed the same.

## ***Exhibit E – LAMA Software Escrow Agreement***

DAVENPORT hereby offers to the CLIENT the option to participate in an escrow program it has as set up for the source code. Under the terms of the escrow agreement to be entered into by the parties, DAVENPORT accepts the obligation of maintaining the source code. Such maintenance will include a provision that states that within 60 days after a major revision or upgrade of the Software, DAVENPORT will deliver to the escrow agent the revised or upgraded source code. Major revisions or upgrades usually occur once a year. It is possible that DAVENPORT may release a second major upgrade in any given year.

The Escrow Agreement will further provide that in the event that DAVENPORT, or its successor, if applicable, is incapable or refuses to support and service the LAMA Software, the escrow agent will deliver the source code to the CLIENT.

The Escrow Agreement will further provide that the escrow will only be maintained provided the CLIENT has a current annual maintenance agreement and has paid the annual maintenance fee to DAVENPORT. If the CLIENT fails to renew the maintenance agreement and pay the maintenance fee, then DAVENPORT shall not be required to make any upgrade or revision to the escrow materials, and shall be entitled to a return of the escrow materials.

If the CLIENT comes into possession of the source code, it agrees it will not sell, license, publish, display, distribute or otherwise transfer it to a third party. DAVENPORT agrees to pay the initial fees associated with setting up and maintaining the escrow.

## **Exhibit F – DAVENPORT’s Current Hourly Rates for Services, and Travel Costs**

DAVENPORT’s Hourly Rates for Services are as follows:

Division Chief, Software Design and Support	\$200.00/hour
Division Chief Business Process and Administration	\$176.00/hour
Section Chiefs	\$148.00/hour
Mobile Team Development Lead	\$148.00/hour
Web Team Development Lead	\$148.00/hour
Senior Business Analyst	\$148.00/hour
Senior Project Manager	\$136.00/hour
Documentation and Training Specialist	\$136.00/hour
Support Specialists	\$136.00/hour
Project Managers	\$124.00/hour
Configuration Specialist	\$124.00/hour
Foreign Language Consultant	\$124.00/hour
Other Professional Staff	\$124.00/hour

Travel Costs:

Airfare Costs (Economy Class)	Actual Amount Incurred
Parking at Airports (Long Term)	Actual Amount Incurred
Auto Rental (Intermediate or Standard Vehicle)	Actual Amount Incurred
Vehicle Miles for vehicles other than Auto Rental	\$0.52/mile
Gas Expense (Rental only)	Actual Amount Incurred
Lodging	Actual Amount Incurred
Food	\$54 per day

## Exhibit G – Minimum Specifications for Client’s Computers

The Minimum Specifications for CLIENT’s computer are as set out below.

### Hardware, Operating System and Development

#### Minimum Requirements (Server and Workstation)

The hardware and software requirements for the Database Server are listed below. The database server hosts the Microsoft SQL Server database and may also serve as the SharePoint Server. These can also be separate machines. The following Windows Services may also be installed on this server: LAMA Notification Service, LAMA Automated Reporting Service, and LAMA Exchange Synchronization Service. This machine can be virtualized and is on many of our client configurations.

#### 1. Server

Hardware	Minimum	Recommended
CPU	Intel® Xeon® Processor 2.80 GHz, 2M Cache, 400 MHz FSB	Intel® Xeon® Processor (8M Cache, 1.60 GHz, 1066 MHz FSB) or higher
RAM	4GB	8GB or more
HDD	1 HDD: 100GB free space	2 HDD: 500GB free space (MSSQL MDF and LDF files on separate drives.
RAID	0 or 1	1, 3, or 5

Other components utilized either through a Database Server and/or Test Machine

Software	Minimum	Recommended
OS	Windows Server 2008 r2	Windows Server 2008 r2 or higher
DB	MSSQL 2005 Standard Edition or 2005 Express	MSSQL 20012 Standard Edition, 2012 Express
Other	Microsoft Word and Excel	Microsoft Word and Excel
VM Compatible	Yes	Yes

## 2. Client Workstations

The requirements for the client workstation’s hardware and software are specified below. Client workstations are machines running the Windows desktop application, LAMA Server. We also have thin-client applications, but the only requirement for our web-based clients is a standard HTML browser, such as IE6, Firefox, Safari, or Chrome. Since LAMA Server is a GIS Mapping application, we recommend fairly capable machines, preferably with a dedicated video board.

Requirements	Minimum	Recommended
OS	Windows 7	Windows 10 or later
RAM	2GB	4GB or more
HDD	15% Free – 1GB	15% Free – 1GB
Other	Microsoft Word and Excel 2007	Microsoft Word and Excel 2007, 2010 or later

## 3. Android Mobile Tablet/Phone App

The requirements for interfacing with LAMA Server from a tablet/phone are very basic. Communications can be connected or disconnected mode. The recommended specifications for mobile devices to run the LAMA Android App are Android 4.4 OS or newer and a 4G wireless data-plan. Older versions of the Android OS will still work, but some features may not be supported. Wireless data plans are also not required because the App stores all of its data locally. It features a manual sync function that can be invoked whenever the user is connected to a Wifi network to synchronize data with the server. The App is also designed to run on a tablet or mobile phone. Devices we recommend include Nexus devices and Samsung Galaxy S10.

Requirements	Minimum	Recommended
Operating System	Android OS 4.4	Android OS 6.0 or higher
Hard Drive	8G minimum	16G or greater
Screen Size	Designed for 7” or less	Works on any screen

## Exhibit H – Detail of Responsibilities

The responsibilities of the parties are set out below.

Key: R = Responsible (within the Party’s direct control) and C = Consult

Implementation Tasks	DAVENPORT	CLIENT
<b>Project Management for Migration to Hosted Environment</b>		
Provide a project manager to track implementation, Project scope and expectations, and serve as a single point of contact during build-out and migration	R	R
Review strategies, methodologies and approaches for the completion of all implementation deliverables	R	
Review and obtain acknowledgement of all implementation deliverables produced by the Project team	R	
Identify changes or issues that could impact the cost or schedule of the delivery	R	R
Provide related existing and proposed network and server configuration		R
Provide VPN remote access to Database server or equivalent to DAVENPORT		R
Provide GIS and data migration sources to DAVENPORT		R
Provide/review requested materials to DAVENPORT in a timely manner (including 3 <sup>rd</sup> party data and interoperability requirements). Response to requested information within 5 days		R
Provide coordination and requirements for 3 <sup>rd</sup> party system integration requirements	C	R
<b>Account Management and Support Leads</b>		
Assign a CLIENT Technical Lead	R	
Provide a dedicated toll free phone number for critical and non-critical support	R	
Provided a dedicated email address for non-critical support requests	R	
Coordinate activities between appropriate CLIENT point(s) of contact and DAVENPORT teams to facilitate minimum impact on CLIENT operations	R	
Inform CLIENT of scheduled system maintenance and application updates between 1 and 5 days in advance, depending on the severity of impact	R	R
Work with CLIENT, as applicable, to update their solution based on DAVENPORT's latest additions to DAVENPORT's capabilities	R	
Request support via phone, email and DAVENPORT support portal		R
Accept inbound issue calls, emails and web requests, and service tickets during support hours	R	
Communicate status and resolution of service tickets to CLIENT	R	
Assign priority levels to service tickets	R	C
Perform root cause analysis for outages and incidents	R	R
Provide access to DAVENPORT's support portal	R	
<b>LAMA Application</b>		
Install server application components	R	
Install CLIENT workstation application components	C	R
Provide and install application updates and related database updates for software	R	
Determine optimal performance settings for LAMA parameters and database configurations	R	
Configure LAMA settings for business processes	R	C
Setup and installation of required servers and operating systems.	C	R
Setup ArcGIS Server Map Services and Geometry Service components	R	C
Implement operating system patch levels and updates	C	R
Create system/service/domain user accounts required for server applications		R
Configure initial server application and database memory settings		R
Create initial application user accounts	R	C
Provide documentation on items such as interfaces and batch jobs and nightly processes	R	C
Setup application backup policies		R
Identify public facing URLs for LAMA Public Web CRM and ArcGIS Server		R
Determine firewall port map for applications	C	R
Acquire SSL Certificates for public facing web sites and web services		R

Implementation Tasks	DAVENPORT	CLIENT
<b>Database</b>		
Install SQL Server Database Server/Services	C	R
Setup SQL Server LAMA database	R	C
Implement database security	R	C
Create database user accounts	R	R
Develop troubleshooting guides for common failures and remedies	R	
Setup database backup policies and disaster recovery procedures	C	R
<b>Server Platforms</b>		
Provide DAVENPORT with administrative access to the LAMA Production server for running Utilities, Notifications Services, and other applications necessary for successful implementation		R
Provide, install, configure and test server Hardware components		R
Verify components for memory, internal disks, CPU fans, power supplies and primary network interfaces		R
Configure private network interface for server management and backups		R
Configure server networking		R
Install server operating systems		R
Configure and optimize operating system parameters	C	R
Identify and setup file system and shares for software application	C	R
Implement required file share directory structures for software applications	R	C
Monitor operating system processes, server availability, statistics, log files and resources	C	R
Identify and work to resolve operating system and related software failures and resolve	C	R
Identify and apply operating system updates, patches and fixes required to address availability issues	R	R
Manage event logs	C	R
Maintain OS users, groups and user passwords		R
Perform scheduled and unscheduled startup and shutdown		R
Identify and troubleshoot operating system issues		R
Identify and apply optimal performance settings required for DAVENPORT supported software	R	
Obtain operating system software and licenses keys (as necessary)		R
<b>Security – Networking</b>		
Create initial firewall policies to restrict all unnecessary and unauthorized access to environments		R
Test firewalls and networking components via security scanning	R	R
Implement, monitor and manage network-based intrusion detection		R
Provision vLANs and private IP space		R
Take appropriate action to secure the environment when suspicious activity is detected and verified		R
Assess identified vulnerabilities, evaluate risks, develop and execute remediation plan	C	R
Monitor network, host-based intrusion detection systems, security related message boards, vendor mailing lists and alerting services for latest information relating to vulnerabilities	C	R
Configure access logging		R
Provide IP-SEC compliant device for site to site VPNs		R
Provide external IP for Public Web		R
Provide access to DAVENPORT external Web Server through port 80 or access to internal SMTP server with authentication credentials		R
Control and log logical access to server and Infrastructure components		R
Limit access to environments and systems based on support needs only	C	R
Maintain security policies		R
Repel common external attacks at border routers		R
Identify and install updates, patches and fixes to Infrastructure software required to address security issues	C	R
Maintain exclusive administrative accounts	C	R
Identify CLIENT's users or 3rd parties that require access	C	R
Maintain standards for password rotation		R

Implementation Tasks	DAVENPORT	CLIENT
Implement password rotation		R
Run system vulnerability scans		R
<b>Networking</b>		
Obtain software and license keys for all firewalls, switches and load-balancers		R
Obtain Hardware for all firewalls, switches and load-balancers		R
Test and install firewalls, switches and load-balancers		R
Configure load-balancer farms to distribute traffic to web and application servers (as needed)		R
Configure DNS for servers and URLs		R
Configure Internet access (as needed)		R
Request changes to firewall policies to allow/disallow specific traffic	C	R
Make changes to firewall policies		R
Monitor and manage Internet connectivity		R
Maintain configuration management strategy		R
Monitor for Hardware errors		R
Maintain Hardware firmware		R
Identify and work to resolve Hardware failures and resolve		R
Maintain Hardware maintenance strategy		R
Maintain connectivity between CLIENT workstations and server components		R
Maintain connectivity between web servers and Internet		R
Maintain and monitor VPN configuration and remote access for DAVENPORT to Production servers		R
Monitor VPN configuration and remote access for DAVENPORT to Production servers	R	
Install routers for CLIENT connectivity		R
<b>Storage and Backups</b>		
Install backup agents and scripts		R
Connect servers requiring SAN to SAN fabric		R
Allocate and confirm storage to servers		R
Configure necessary storage management architecture (such as RAID 1, RAID-5 and striping)		R
Provide daily backups on environments		R
Manage backup schedule		R
Store backup media offsite		R
Perform restoration as required to address availability issues	C	R
Install backup agents		R
<b>Testing and Quality Assurance</b>		
Document and audit environment controls, devices and configuration to verify operational readiness		R
Apply quality assurance methodology to environment including redundancy testing and automated startup/shutdown procedures for DAVENPORT Infrastructure and DAVENPORT supported software		R
User acceptance testing prior to final training	C	R



## LAMA SUPPORT

Implementation Tasks	DAVENPORT	CLIENT
<b>Help Desk</b>		
Train Help Desk staff to provide Level 1 support for end users	R	
Provide Level 1 Help Desk support for end users		R
Troubleshoot functional issues related to respective application and/or all modules	R	R
<b>Database Software</b>		
Perform support, administration and troubleshooting	R	R
Take corrective action to resolve failures and errors	R	R
Correct data related errors	R	R
Monitor alert logs for messages/warnings	R	R
Monitor database configuration (such as table sizes, versions and backups)	R	R
<b>Application Services</b>		
Research patches and patch pre-requisites	R	
Identify migration issues/problems through testing and verification	C	R
Document migration requests		R
Correct technical and functional issues of the migration as related to data	C	R
Requirements gathering for data scrubbing/reduction for development environments	C	R
Install, configure, administer and troubleshoot all 3 <sup>rd</sup> party software packages	C	R
<b>LAMA Security Administration</b>		
Define new user request and approval procedures		R
Create new users		R
Unlock locked users in LAMA		R
Setup initial passwords for user administrator and LAMA delivered users	R	



# AGENDA REPORT

---

<b>DATE:</b>	MARCH 4, 2019	<b>FILE I.D.:</b>	SEW130/FWY157
<b>SECTION:</b>	AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	N. CASTILLO
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 19-21 WITH SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR THE BETTERMENT OF SEWER INFRASTRUCTURE IN MONTE VISTA AVENUE CROSSING THE I-10 FREEWAY		

---

**REASON FOR CONSIDERATION:** San Bernardino County Transportation Authority (SBCTA) and California Department of Transportation (Caltrans) have entered into a cooperative agreement to implement the I-10 Corridor Project. An existing sewer within the limits of the SBCTA project requires relocation and City would like to take the opportunity to increase the sewer capacity; this betterment requires an agreement with SBCTA, which requires City Council approval.

A copy of proposed Agreement No. 19-21 is attached for the City Council's review and consideration.

**BACKGROUND:** To accommodate the I-10 Corridor Project, SBCTA is coordinating closely with the City of Montclair to facilitate the required relocation of utilities, including the betterment of the existing sewer line on Monte Vista Avenue. This agreement will allow the City to realize costs savings through economy of scale, receiving lower unit costs for the required work due to the large scale of work to be performed for the SBCTA project. SBCTA has entered the final design phase of the I-10 Corridor Project and expects to commence construction in the spring of 2020.

**FISCAL IMPACT:** The agreement with SBCTA is for \$139,000, which will be paid by the Infrastructure Fund as part of the project costs. That payment will be reimbursed to the Infrastructure Fund by the Sewer Replacement Fund as it is a betterment to the sewer system of the City. The General Fund will not bear any costs for this improvement.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 19-21 with SBCTA for the betterment of sewer infrastructure in Monte Vista Avenue crossing the I-10 Freeway.

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
UTILITY AGREEMENT**

DISTRICT 08	COUNTY San Bernardino	ROUTE I-10	POST MILE 0.0-R13.2	EA 08-0C251	PROJECT ID 081600007
FEDERAL AID NUMBER CMSTPLN-6053(130)			OWNER'S PLAN NUMBER		
FEDERAL PARTICIPATION On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					

**UTILITY AGREEMENT NO. 24704**

**DATE**

The San Bernardino County Transportation Authority (“SBCTA”) and the California Department of Transportation (“Caltrans”) have entered into a cooperative agreement to implement, design and construct the I-10 Corridor Contract 1 Project (“Project”) between the LA/SBd County line to the I-10/15 interchange to reduce traffic congestion, increase throughput, enhance trip reliability, and provide long-term congestion management of the corridor. The Project includes mainline widening, auxiliary lane and structure improvements, and in cooperation with the cities of Montclair, Upland and Ontario, SBCTA will reconstruct and/or modify interchange ramps and local arterials necessary to accommodate the installation of two Express Lanes for (ten) 10 miles in each direction.

**City of Montclair**

Hereinafter referred to as “OWNER”, owns and maintains the following (**the “Utility Facilities”**):

- **12-inch sewer in Monte Vista Avenue crossing I-10 within the Project Limits (CN-0510)**

within the limits of the SBCTA Project which requires  
**relocation of facility**

to accommodate SBCTA’s Project.

It is hereby mutually agreed between SBCTA and OWNER as follows:

**I. WORK TO BE DONE**

In accordance with Notice to Owner No. 24704 dated January 11, 2019, SBCTA shall relocate OWNER’s Utility Facilities as shown on SBCTA’s contract plans for the improvement of State Interstate 10, EA 08-0C251 which by this reference are made a part hereof. OWNER hereby acknowledges review of SBCTA’s plans for work and agrees to the construction in the manner proposed. Deviations from the plan described above initiated by either SBCTA or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SBCTA and agreed to/acknowledged by the OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work during construction. Upon completion of the work by SBCTA, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to SBCTA ownership of the replaced facilities, except in the case of liability determined pursuant to Water Code 7034 or 7035.

UTILITY AGREEMENT NO. 24704
--------------------------------

**II. LIABILITY FOR WORK**

The existing facilities are lawfully maintained in their present location and qualify for relocation at SBCTA expense under the provisions of Section 703 of the Streets and Highways Code.

**III. PERFORMANCE OF WORK**

OWNER shall have access to all phases of the relocation work to be performed by SBCTA, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Design-Build Contract; however, all questions regarding the work being performed will be directed to SBCTA's Resident Engineer for their evaluation and final disposition.

Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by SBCTA's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's California Department of Human Resources (CalHR) travel expense guidelines.

Work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

**IV. PAYMENT FOR WORK**

SBCTA shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that SBCTA will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SBCTA for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SBCTA of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

UTILITY AGREEMENT NO. 24704
--------------------------------

The OWNER shall submit a final bill to SBCTA within 360 days after the completion of the work described in Section I above. If SBCTA has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and SBCTA has delivered to OWNER fully executed easement deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), SBCTA will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SBCTA processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by SBCTA.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SBCTA shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SBCTA. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by SBCTA.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of SBCTA.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by SBCTA, State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent SBCTA, State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SBCTA upon receipt of SBCTA billing. If OWNER is subject to repayment due to failure by SBCTA to comply with applicable laws, regulations, and ordinances, then SBCTA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

SBCTA shall perform the work under Section I above at no expense to OWNER except as hereinafter provided.

It is understood that the relocation as herein contemplated includes betterment to OWNER's facilities by reason of increased capacity in the estimated amount of \$139,000, said amount to be deposited upon demand in the office of SBCTA, prior to the time that the subject freeway/highway contract bid is opened by SBCTA. The final betterment payment shall be calculated based upon the actual quantities installed as determined by SBCTA's engineer, and the current cost data as determined from the records of the OWNER. In addition, the

UTILITY AGREEMENT NO. 24704
--------------------------------

OWNER shall credit SBCTA at the time of the final billing for all the accrued depreciation and the salvage value of any material or parts salvaged and retained by the OWNER.

**V. GENERAL CONDITIONS**

All costs accrued by OWNER as a result of SBCTA's request of 8/9/2017 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SBCTA's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SBCTA will notify OWNER in writing and SBCTA reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to SBCTA within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

If, in connection with OWNER's performance of the Work hereunder, SBCTA provides to OWNER any materials that are subject to the Buy America Rule, SBCTA acknowledges and agrees that SBCTA shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

SBCTA further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

THE ESTIMATED COST TO SBCTA FOR THE ABOVE DESCRIBED WORK IS **\$0**

**Signatures on Following Page**

UTILITY AGREEMENT NO. 24704
--------------------------------

SIGNATURE PAGE  
TO  
UTILITY AGREEMENT NO.

24704

IN WITNESS WHEREOF, the above parties have executed this Agreement on the dates below.

Owner:  
**CITY OF MONTCLAIR**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY,  
a public entity**

APPROVED

APPROVED

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Paula Beauchamp  
Director of Project Delivery

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**UTILITY AGREEMENT  
INDEMNITY AND WARRANTY**

This addendum to utility agreement is entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and the City of Montclair ("City") to be effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Agreement").

**RECITALS**

A. SBCTA has executed a Design-Build Contract with Lane-Security Paving Joint Venture ("Design Builder"), related to RFP No.: 17-1001599 (the "Design-Build Contract") wherein Design Builder has been retained to design and construct the I-10 Corridor Contract 1 Lanes Project ("Project") between the LA/SB County line to the I-10/15 interchange to reduce traffic congestion, increase throughput, enhance trip reliability, and provide long-term congestion management of the corridor under the terms and conditions set forth in the Design-Build Contract.

B. As part of the Project, the Design-Builder will be relocating certain City Utility Facilities, as such are identified in Utility Agreement No. 24704, by and between SBCTA and the City ("Utility Agreement"), which Utility agreement is incorporated herein by this reference.

C. The Utility Agreement sets forth the parties' agreement regarding performance of and payment for, the relocation of the Utility Facilities.

D. SBCTA and the City desire to enter into this Agreement to set forth the parties' agreement with respect to indemnity obligations and the warranty of the work that will be performed under the Utility Agreement.

**AGREEMENT**

**1. Definitions:**

a. "Utility Facilities" shall have the same meaning as set forth in the Utility Agreement.

b. "Notice of Completion" shall have the same meaning as set forth in the Utility Agreement.

c. Unless otherwise provided in this Agreement, all other capitalized terms used herein shall have the same meaning as is set forth in the Design-Build Agreement, which is incorporated herein by this reference.

**2. Indemnity:** SBCTA shall, and to the extent set forth in the Design-Build Contract cause the Design-Builder to, indemnify, defend, and hold harmless the City, its elected officials, officers, volunteers, agents, attorneys and employees ("City Indemnitees"), from and against any and all Claims or Losses arising out of the performance of the Utility Agreement. The extent of Design-Builder's obligation to indemnify, defend and hold harmless the City Indemnitees shall be limited to and pursuant to the terms and conditions set forth in the Design-Build Contract and specifically Section 22 therein. Neither SBCTA or Design-Builder shall have any obligations under this Agreement with respect to the City Indemnitees' active and gross negligence, reckless or willful misconduct, bad faith or fraud or material violation of any applicable Governmental



Rules or Governmental Approvals. In obtaining such defense and indemnity, City agrees to abide by applicable provisions in Section 22 of the Design-Build Contract, including the duty to cooperate with Design-Builder if Design-Builder provides the defense of the City against any Claims or Losses.

**3. Warranties:** Warranty for the work performed under the Utility Agreement shall be governed by the Design-Build Contract, specifically Section 13. As provided in Section 13.1.2 thereof, the Warranty Period for the work performed under the Utility Agreement shall commence upon the issuance by the City of the Notice of Completion and shall end two years from the date of such issuance.

**4. Conflicting Provisions:** To the extent there are any conflicts with the provisions of this Agreement and either the Utility Agreement or Design-Build Contract, as between the parties hereto and as to matters covered herein, this Agreement shall control.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

Dated: \_\_\_\_\_, 2019 By \_\_\_\_\_  
Paula Beauchamp  
Director of Project Delivery

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Eileen Teichert  
SBCTA General Counsel

**CITY OF MONTCLAIR**

Dated: \_\_\_\_\_, 2019 By \_\_\_\_\_  
Name:  
Title

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Name:  
Title:



# AGENDA REPORT

---

<b>DATE:</b>	MARCH 4, 2019	<b>FILE I.D.:</b>	GRT125/GRT200
<b>SECTION:</b>	AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS/HUMAN SERVICES
<b>ITEM NO.:</b>	5	<b>PREPARER:</b>	N. CASTILLO
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 19-22 WITH BLAIS & ASSOCIATES, INC. FOR GRANT WRITING SERVICES		

CONSIDER AUTHORIZING A \$50,000 APPROPRIATION FROM THE CONTINGENCY FUND TO THE GENERAL OPERATING FUND FOR COSTS RELATED TO AGREEMENT NO. 19-22

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 19-22 with Blais & Associates, Inc. for grant writing services and authorization of a \$50,000 appropriation from the Contingency Reserve Fund to the General Operating Fund for costs related to Agreement No. 19-22.

A copy of Agreement No. 19-22 is attached for the City Council’s review and consideration.

**BACKGROUND:** The City of Montclair would like to pursue grant funding whenever possible to address a variety of needs in the community. Recently, there have been two funding announcements that staff would like to pursue, along with the tentative release announcement of four future opportunities in the coming months. Each of these funding opportunities requires an extraordinary amount of time and specific expertise to complete.

The Public Works and Human Service Departments successfully applied for grant applications in the past including the Safe Routes to School Planning grant and the Active Transportation Planning grant. The City Council authorized work with Blais & Associates in August of 2017 at a cost not to exceed \$5,000 for grant writing services for the Active Transportation Plan funding opportunity with the Southern California Association of Governments (SCAG). Their grant writing services resulted in an award from SCAG to hire a consultant to develop the Active Transportation Plan. The selection of the consultant is currently underway, with the expected start date before the end of the calendar year. The development and completion of these plans opens the door for many other funding opportunities in the future, as they often require community engagement coordinated by Human Services Department’s staff and technical planning requiring Public Works Department staff, prior to awarding funding.

Staff is recommending using a cooperative purchase with the City of Fontana. The cooperative purchase or “piggy back” method of procuring goods or services by utilizing another public entity’s award of invitation to bid or request for proposal, produces efficiencies by reducing duplication of effort.

To select a consultant, the City of Fontana conducted a solicitation of bids. Vendors were notified through the PlanetBids website. Six formal proposals were received, an evaluation of the submissions was completed, and Blais & Associates, Inc. was the

recommended consultant. For every dollar spent on grant writing with Blais & Associates, Inc., the City of Fontana has gained approximately \$32 in grant funding.

Blais & Associates, Inc. can identify future grant opportunities best suited for individual projects the City is pursuing, in addition to attending funding workshops on behalf of the City. Additionally, Blais & Associates, Inc. can provide technical writing and legislative assistance/government advocacy on behalf of the City. Because of their prior assistance in securing the Active Transportation Plan funding, Blais & Associates, Inc. are knowledgeable about the City's needs and can assist immediately with grant applications.

Although there are no guarantees stipulated in the contract for future expenditures or awards, it is anticipated that aggregate expenses for this service contract will be approximately \$50,000.

**FISCAL IMPACT:** Staff estimates preparing future grant applications will cost \$50,000. It is recommended the Contingency Reserve Fund be utilized to fund the grant writing services.

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

1. Approve Agreement No. 19-22 with Blais & Associates, Inc. for grant writing services.
2. Authorize a \$50,000 appropriation from the Contingency Reserve Fund to the General Operating Fund for costs related to Agreement No. 19-22.

**CITY OF MONTCLAIR**

**AGREEMENT FOR CONSULTANT SERVICES**

**GRANT WRITING**

THIS AGREEMENT is made and effective as of March 4<sup>th</sup>, 2019, between the City of Montclair, a municipal corporation ("City") and Blais & Associates, Inc. a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on March 4<sup>th</sup>, 20129 and shall remain and continue in effect for a period of 24 months until tasks described herein are completed, but in no event later than January 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks 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, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 6 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed

\$50,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$5,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. 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.

(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 6(c).

**7. DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the

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

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

#### 8. OWNERSHIP OF DOCUMENTS

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

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

#### 9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all

of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

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

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

## 10. INSURANCE

(a) 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, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property

damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (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 Consultant 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) *Professional Liability*: Professional Liability Insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.
- (4) *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.

(b) Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

*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 performance of the Contract. 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 Contract)

*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.

- (2) The policy or policies of insurance required by Section (a)(4) Workers' Compensation shall be endorsed, as follows:

*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.

(e) Evidence of Insurance. The Consultant, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. 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.

(g) Contractual Liability. The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract.

(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 Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract. Upon expiration or termination of coverage of required insurance, Consultant shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subconsultants. Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subconsultant's policies.

(l) Insurance Obligations of Consultant. The insurance obligations under this contract 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 contract; 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 contract are sufficient to cover the obligations of the Consultant under this contract.

## 11. INDEPENDENT CONTRACTOR

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

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

**12. LEGAL RESPONSIBILITIES**

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

**13. UNDUE INFLUENCE**

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

**14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

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

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

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

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

16. NOTICES

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

To City: Noel Castillo  
City Engineer  
City of Montclair  
5111 Benito  
Montclair, CA 91763

To Consultant: Neil Blais  
President & Ceo  
Blais & Associates, Inc.

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Blais \$ Associates staff on-board as of February 2019 shall perform the services described in this Agreement.

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSALS

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "D" hereto. In the event of conflict, the

requirements of City’s Request for Proposals and this Agreement shall take precedence over those contained in the Consultant’s proposals.

**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.

**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. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**CITY OF MONTCLAIR**

**CONSULTANT**

By: \_\_\_\_\_  
Mayor

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

Attest:

By: \_\_\_\_\_  
City Clerk

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A****Estimated Costs for Services**

The RFQ requests a rough estimate of the costs for services to the City of Fontana. The following estimate is based on our experience with the City of Fontana since 2011. B&A believes that the overall cost of services will remain consistent with our historical efforts.

**Grant Research and Support**

**Grant Monitoring/Fact Sheet Distribution/Monthly Grant Call.** B&A will provide monitoring services for all applicable federal, state, regional, and non-profit (project specific) grant funding opportunities and we will alert staff when an announcement is released. This effort includes notification of open grant solicitations utilizing Fact Sheets, coordination with Fontana staff regarding the “go” or “no-go” decision, and responding to questions from staff. B&A will maintain a Grant Activity Report (GAR) and will provide monthly grant coordination conference calls with the GET team. The GAR allows the City to keep the City Council apprised of grant activities and ensures that everyone is aware of the cost and benefit of the grant program. Typically, the research effort is approximately 6-8 hours per month (\$600-\$800) (as part of B&A’s client research pool, which Fontana is already participating) plus an additional 7-9 hours per month (\$700-\$900) in consultation, coordination, and City staff support depending on needs. This includes on-site meetings, supporting grant site visits, and associated expenses such as travel, postage, and telephone. Overall, those expenses are less than \$2,000 annually. **Monthly research cost will run between \$1,300 and \$1,700 or a total of between \$15,600 and \$20,400 annually.**

**Non-Grant Technical Writing**

**Non-Grant Technical Writing and Advocacy Support.** Historically, the City and B&A have used the grant research and support line item for other non-grant related work. This includes the leave behind cut sheets for the City Council’s Washington, D.C. trip, the associated coordination with the Advocate, and the Helen Putnam Award Nominations. B&A proposes a new line item for the budget for Technical Writing Support where these efforts can be charged. The combined costs for the non-grant related work averages \$600 per month. These charges typically occur in the early part of the year as the City prepares for the WDC trip, or the League of Cities

nominations. This would include any associated telephone charges, meeting costs, and printing charges. B&A proposes a line item charge of \$7,200 annually for these efforts.

Grant Writing

Grant Writing. As part of our normal process, B&A will develop a not-to-exceed budget for development of each application. Naturally, due to variations on the availability of grants, applicability to projects, and availability of matching funds, agency goals, and the determination of the grant agencies themselves, it is difficult to estimate the full annual grant development budget for the City. Historically, the City of Fontana has been aggressive with their grant pursuits and the average annual expenditure for grant development has been about \$44,000. Efforts charged under this includes the development of a Checklist and Timeline outlining the roles and responsibilities for each party, turnkey development of narrative, budget, and other figures. B&A develops an 80% draft application for technical review (scope of work, budget, and other key information). B&A adjusts the application based on the City's review of the 80% draft and completes a final application. City staff reviews the final draft for comments and provides approval to submit. B&A submits applications, on-time, and in accordance with the program guidelines.

Historically, Fontana has pursued an average of ten (10) grant applications annually with an average application development cost of \$5,000. The estimated costs include site visits, telephone, and printing charges, as highlighted in the quotes. B&A recommends a budget of approximately \$50,000 annually. *It is important to note that B&A will only charge as grants are developed.*

Grant Management

Grant Management (as requested). B&A can assist with post-award management, reporting and close-out. This effort includes working with the City of Fontana reviewing the grant agreement, developing a Timeline and Checklist for reporting requirements, request for reimbursements (or drawdown requests), project reporting, and project close-out. B&A will provide Fontana with an Audit Binder containing all information needed for audit process. Grant management is quoted for each assignment, very similar to the quoting process for grant writing, due to the wide variety of reporting requirements among the grant programs.

B&A currently manages 47 applications for various local government clients. The average cost of managing those awarded programs is approximately \$17,000 each. Most of these programs



are multi-year projects requiring Requests for Reimbursements and Quarterly Progress Reports for the duration of the project and the average annual cost is approximately \$6,000. Assuming that Fontana will be about average in the number of programs requiring post-award administration, B&A estimates that Fontana will have four active post-award projects each year. Based on these assumptions, B&A estimates the annual post-award management cost to be approximately \$24,000.

**Budget Summary**

Table F.1 summarizes the estimated grant program budget. This estimate is consistent with the program budget since 2011. The added proposed costs for Grant Management makes the overall total higher than our current agreement amounts. To date, Fontana has not requested post-award support and this cost can be factored should the City seek those services.

**Table F.1-Budget Estimate Summary**

Activity	Estimated Hours	Estimated Expenses	Estimated Budget
Grant Research	12-15/month	Included	\$15,600-\$20,400
Technical Writing	6/month	\$600	\$7,200
Grant Development (~10 apps per year)	40 hours/application	\$1,000 /application	\$5,000 x 10 apps = \$50,000
Grant Management (4 prog per year)	55 hours/program	\$500/program	\$6,000 x 4 programs = \$24,000
Total (including estimated applications and post-award projects)			\$96,800 - \$101,600

B&A proposes to increase the hourly rate to \$100 per hour, which is consistent with our other clients. B&A has not raised rates since the inception of our agreement in 2011. Understanding the need to control costs, B&A develops an estimated budget as task orders are issued. This will ensure that both parties have an understanding of the estimated amount of time and cost for developing individual grant proposals or conducting other work requested by staff.

**Rate Sheet**

Table F.2 reflects B&A's current rates. B&A reserves the right to adjust the rates annually depending on the cost of doing business. Our rates shall remain firm for a period of one year from the date of submission of this Statement of Qualifications.

**EXHIBIT B**



**Blais & Associates, Inc. Standard Rate Sheet – FY 2018-2019**

The table below reflects B&A’s current rates. B&A reserves the right to adjust the rates annually depending on the cost of doing business, typically on the anniversary of contract extensions or renewals.

**Schedule of Costs**

<b>Description</b>	<b>Fee</b>
Staffing/Labor (billed in 15-minute increments)	\$105/hour
Mileage (billed at current IRS rate)	\$0.58/mile
Travel (tolls, airfare, hotel, cab)	Cost – no mark up
Copies/Reprographics	Cost – no mark up
Telephone (long distance only)	Cost – no mark up
Courier Service	Cost – no mark up
Postage or Express Mail	Cost – no mark up

All out-of-pocket expenses are billed at cost without markup. B&A provides monthly itemized invoices and can, at your request, provide receipts for all out-of-pocket expenses.

[www.blaisassoc.com](http://www.blaisassoc.com)



# AGENDA REPORT

---

<b>DATE:</b>	MARCH 4, 2019	<b>FILE I.D.:</b>	HSV030
<b>SECTION:</b>	AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	6	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 19-24 WITH APPLEONE EMPLOYMENT SERVICES TO PROVIDE STAFFING SERVICES FOR THE MONTCLAIR AFTER-SCHOOL PROGRAM		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 19-24 with AppleOne Employment Services to provide staffing services for the Montclair After-School Program (MAP).

A copy of proposed Agreement No. 19-24 is attached for review and consideration by the City Council.

**BACKGROUND:** Since 1999, the Human Services Department has delivered after-school programs; MAP currently serves twelve school sites and one community organization site. The goal of MAP is to promote after-school enrichment to enhance children's educational and learning capabilities. Funding for this program comes from the After-School Education and Safety (ASES) grants made available to local education authorities, such as Ontario-Montclair School District (OMSD), to provide communities with enhanced community-based school services in an effort to strengthen healthy child development. In addition, funding is received from the Hope through Housing Foundation to serve the San Antonio Vista Apartment Community.

Staffing MAP has become increasingly difficult throughout the years, with this year proving to be the most challenging. Understanding the urgent need to be fully staffed, the Human Services Department and the Personnel Division have partnered to develop creative solutions to increase staffing as soon as possible. Some of these implemented changes include:

- A pilot Substitute program — Learning Leaders are required to have 5 days of availability and many resign each semester as their college schedules change. The Substitute Learning Leader position requires at least 2 days of availability, and has helped to retain the talent of Learning Leaders.
- The salary range for Learning Leaders and Substitute Learning Leaders was increased in September 2018 to a competitive rate compared to other local after-school programs.
- Human Services has conducted a year-long evaluation of MAP which resulted in a five-year plan, and has implemented changes to retain talent.

Even with these changes, the City's current hiring process does not allow for the type of rapid hiring needed to fully staff MAP. Personnel and Human Services have met with various staffing agencies to determine if they would be able to fulfill the needs of the program. The City Council approved Agreement No. 18-87 with Kelly Educational

Staffing in October 2018 to provide temporary staff and, while this partnership is still in place, staffing numbers remain low.

The Human Services Department would like to partner with AppleOne Employment services to recruit for After-School program staff. The City has utilized AppleOne with success for other positions in the past. Human Services Staff and Apple One negotiated the cost of the agreement as the initial quote was \$3,452 per staff member hired. The final agreement includes a cost of \$2,250 per staff member hired with no contractual obligation on the number of staff to be hired by the City. The agreement also includes a provision for a 45-day guarantee, which means that if any employee resigns or is terminated prior to 45 days from their start-date, AppleOne will replace that employee at no cost.

If approved, AppleOne will recruit MAP staff as needed and the City will only be required to pay for the number of recruitments that result in successful hires. The total amount of funding required for Agreement No. 19-24 is dependent on the number of staff hired.

The term of proposed Agreement No. 19-24 is March 4, 2019, through March 3, 2020.

**FISCAL IMPACT:** If approved, Agreement No. 19-24 would be funded with portions of the Human Services Department's existing grant budgets received to support the Montclair After-School Program. There will be no adverse impact to the City's General Fund associated with the City Council's approval of Agreement No. 19-24.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 19-24 with AppleOne Employment Services to provide staffing services for the Montclair After-School Program.



February 21, 2019

CITY OF MONTCLAIR  
5111 Benito Street  
Montclair, CA 91763

Attention: Alyssa Colunga

Dear Alyssa,

The Act1 Group of Companies DBA AppleOne Employment Services, appreciates the opportunity to lock in our rates with CITY OF MONTCLAIR. This letter will serve as written confirmation of rates being offered to CITY OF MONTCLAIR through our Temporary and Full Time/Direct Hire division. These reduced rates will be available to CITY OF MONTCLAIR until **March 4, 2020**.

TALENT ACQUISITION PROGRAM RATES:

DIRECT HIRE PROGRAM:

FLAT FEE OF \$2,250 WITH 45 FREE REPLACEMENT\*

This pricing is exclusively for After School Department

45 Calendar Days – Free Replacement:

Upon termination or resignation of the original candidate within the first 45 calendar days of employment, AppleOne will provide either a one-time free replacement for the same position or a full refund of the Direct Hire Fee paid for the original candidate.

\*Payment due on receipt of invoice

- Direct Hire Replacement Guarantees will be satisfied when AppleOne presents up to a maximum of five (5) replacement candidates to Client who AppleOne has determined meet the original job specifications of the original position. Once AppleOne has made those five (5) presentations, its obligations under the guarantee are met, whether the company/employer chooses to hire one of the candidates presented or not.
- Direct Hire Guarantees are not available in the event of employee termination or resignation due to a relocation of place of employment, a significant change in compensation or other benefits of employment, unlawful conduct of the employer, harassment of the employee, or other conditions or events not in keeping with a professional and reasonable working environment.
- You only pay for results and are not under any contractual obligation to do business with AppleOne. Discounted pricing will be valid until 3/04/2020.

DEDICATED HIRING ADVISOR

YAZMIN OROZCO, an experienced staffing professional from our AppleOne-Upland office has been selected to manage the partnership with CITY OF MONTCLAIR and will be responsible for establishing consistent guidelines, maintaining effective communication, and providing comprehensive usage reporting capabilities.



YAZMIN OROZCO will tour your facility to fully comprehend the culture and environment at CITY OF MONTCLAIR, thus, enabling our office to recruit, screen, evaluate, and qualify candidates who possess the tangible and intangible skills required to be productive at your company. AppleOne will be available to CITY OF MONTCLAIR 24 hours a day, seven days a week by calling either the branch during our normal business hours of 7:30 AM to 5:30 PM Monday through Friday, or the emergency line. By signing below, you are authorizing agreement to our Direct Hire, Temporary, Temp to Hire Conversion Schedule, as well as our Holiday Pay terms.

Our commitment to find, understand and fulfill the needs of another has allowed AppleOne to effectively place temporary associates for over fifty years, creating a successful partnership between both our client companies and our temporary associates. We look forward to continuing to develop our partnership with you and CITY OF MONTCLAIR. If you have any questions or if I can be of immediate assistance, please do not hesitate to call.

Sincerely,

\_\_\_\_\_  
YAZMIN OROZCO  
Assistant Branch Manager

\_\_\_\_\_  
Cole Beebe  
Branch Manager

\_\_\_\_\_  
CITY OF MONTCLAIR

\_\_\_\_\_  
Date



# AGENDA REPORT

---

<b>DATE:</b>	MARCH 4, 2019	<b>FILE I.D.:</b>	STB300-17
<b>SECTION:</b>	RESOLUTIONS	<b>DEPT.:</b>	ADMIN. SVCS.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	C. GRAVES
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 19-3232 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

---

**REASON FOR CONSIDERATION:** Staff has identified 219 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

The 219 liens presented for approval are for accounts that are at least 90 days delinquent.

**FISCAL IMPACT:** The recoverable amount is \$64,045.81, plus \$1,752.00 for release of lien fees, plus \$10,950.00 in lien fees, for a total of \$76,747.81.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 19-3232 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

RESOLUTION NO. 19-3232

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

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

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

**WHEREAS**, it has been determined that there are 219 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

**WHEREAS**, the owners of these properties were notified on February 7, 2019, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, March 4, 2019.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - March 2019*, attached hereto.

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

**APPROVED AND ADOPTED** this XX day of XX, 2019.

\_\_\_\_\_

Mayor

**ATTEST:**

\_\_\_\_\_

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3232 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, 2019, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
City Clerk



Exhibit A to Resolution No. 19-3232  
Report of Delinquent Civil Debts - March 2019

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4334	Alamitos Street	Residential	265.23	8.00	50.00	323.23
4590	Alamitos Street	Residential	207.30	8.00	50.00	265.30
5356	Alamitos Street	Residential	265.25	8.00	50.00	323.25
5371	Alamitos Street	Residential	265.15	8.00	50.00	323.15
4667	Allesandro Street	Residential	265.23	8.00	50.00	323.23
9825	Amherst Avenue	Residential	268.88	8.00	50.00	326.88
9910	Amherst Avenue	Residential	265.23	8.00	50.00	323.23
5363	Arrow Hwy	Commercial	295.52	8.00	50.00	353.52
5105	Aspen Drive	Residential	269.73	8.00	50.00	327.73
9934	Bel Air Avenue	Senior	259.71	8.00	50.00	317.71
9982	Bel Air Avenue	Residential	302.95	8.00	50.00	360.95
10045	Bel Air Avenue	Residential	236.17	8.00	50.00	294.17
4460	Benito Street	Residential	265.23	8.00	50.00	323.23
5037	Benito Street	Residential	334.95	8.00	50.00	392.95
5233	Benito Street	Senior	247.96	8.00	50.00	305.96
5429	Benito Street	Residential	265.23	8.00	50.00	323.23
5590	Benito Street	Residential	291.26	8.00	50.00	349.26
9656	Benson Avenue	Residential	265.23	8.00	50.00	323.23
9878	Benson Avenue	Residential	266.54	8.00	50.00	324.54
9944	Benson Avenue	Residential	265.20	8.00	50.00	323.20
4266	Berkeley Street	Residential	277.97	8.00	50.00	335.97
4843	Berkeley Street	Residential	267.36	8.00	50.00	325.36
5382	Berkeley Street	Residential	265.23	8.00	50.00	323.23
5402	Berkeley Street	Residential	264.89	8.00	50.00	322.89
9598	Bolton Avenue	Residential	265.23	8.00	50.00	323.23
4541	Bonnie Brae Street	Residential	265.23	8.00	50.00	323.23
5450	Bonnie Brae Street	Residential	265.24	8.00	50.00	323.24
5095	Brooks Street	Commercial	416.88	8.00	50.00	474.88
11322	Butterfield Avenue	Residential	273.77	8.00	50.00	331.77
9784	Camarena Avenue	Residential	248.04	8.00	50.00	306.04
9851	Camarena Avenue	Residential	266.61	8.00	50.00	324.61
4853	Cambridge Street	Residential	265.23	8.00	50.00	323.23
5438	Cambridge Street	Residential	401.61	8.00	50.00	459.61
5448	Cambridge Street	Residential	265.23	8.00	50.00	323.23
5470	Cambridge Street	Residential	265.24	8.00	50.00	323.24
5471	Cambridge Street	Residential	265.23	8.00	50.00	323.23
5570	Cambridge Street	Residential	265.23	8.00	50.00	323.23
9151	Camulos Avenue	Residential	264.77	8.00	50.00	322.77
9243	Camulos Avenue	Residential	265.23	8.00	50.00	323.23
9426	Camulos Avenue	Residential	265.23	8.00	50.00	323.23
9511	Camulos Avenue	Residential	265.23	8.00	50.00	323.23
9539	Camulos Avenue	Residential	410.50	8.00	50.00	468.50
9540	Camulos Avenue	Residential	292.49	8.00	50.00	350.49
9737	Camulos Avenue	Residential	265.23	8.00	50.00	323.23
9770	Camulos Avenue	Residential	277.41	8.00	50.00	335.41
9859	Camulos Avenue	Residential	267.71	8.00	50.00	325.71
9877	Camulos Avenue	Residential	292.49	8.00	50.00	350.49
10153	Camulos Avenue	Residential	244.33	8.00	50.00	302.33
10189	Camulos Avenue	Residential	236.17	8.00	50.00	294.17
10196	Camulos Avenue	Residential	225.51	8.00	50.00	283.51
5666	Caroline Street	Residential	265.23	8.00	50.00	323.23
9432	Carrillo Avenue	Residential	265.31	8.00	50.00	323.31
9548	Carrillo Avenue	Residential	236.17	8.00	50.00	294.17
9576	Central Avenue	Residential	236.17	8.00	50.00	294.17
9805	Central Avenue	Residential	200.49	8.00	50.00	258.49
9855	Central Avenue	Residential	229.92	8.00	50.00	287.92

Exhibit A to Resolution No. 19-3232  
Report of Delinquent Civil Debts - March 2019

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9795	Coalinga Avenue	Residential	265.23	8.00	50.00	323.23
9802	Coalinga Avenue	Residential	329.58	8.00	50.00	387.58
9875	Coalinga Avenue	Residential	262.15	8.00	50.00	320.15
9871	Columbine Avenue	Residential	281.32	8.00	50.00	339.32
10039	Columbine Avenue	Residential	276.51	8.00	50.00	334.51
9964	Del Mar Avenue	Residential	267.66	8.00	50.00	325.66
10081	Del Mar Avenue	Residential	266.04	8.00	50.00	324.04
4285	Denver Street	Senior	279.42	8.00	50.00	337.42
4324	Denver Street	Residential	265.23	8.00	50.00	323.23
4401	Denver Street	Senior	208.71	8.00	50.00	266.71
4405	Denver Street	Residential	265.43	8.00	50.00	323.43
4456	Denver Street	Residential	395.25	8.00	50.00	453.25
5427	Denver Street	Residential	367.74	8.00	50.00	425.74
5616	Denver Street	Residential	265.23	8.00	50.00	323.23
4461	El Morado Street	Senior	238.31	8.00	50.00	296.31
4480	El Morado Street	Residential	266.19	8.00	50.00	324.19
5168	El Morado Street	Residential	266.36	8.00	50.00	324.36
5416	El Morado Street	Residential	265.23	8.00	50.00	323.23
5429	El Morado Street	Residential	229.56	8.00	50.00	287.56
9442	Exeter Avenue	Senior	225.69	8.00	50.00	283.69
9463	Exeter Avenue	Residential	259.79	8.00	50.00	317.79
9151	Felipe Avenue	Residential	265.22	8.00	50.00	323.22
9378	Felipe Avenue	Residential	372.25	8.00	50.00	430.25
9874	Felipe Avenue	Residential	226.32	8.00	50.00	284.32
9020	Fremont Avenue	Senior	265.05	8.00	50.00	323.05
9567	Fremont Avenue	Residential	292.49	8.00	50.00	350.49
9823	Fremont Avenue	Residential	265.23	8.00	50.00	323.23
9824	Galena Avenue	Residential	248.54	8.00	50.00	306.54
9844	Galena Avenue	Residential	265.23	8.00	50.00	323.23
9023	Geneva Avenue	Residential	417.49	8.00	50.00	475.49
9063	Geneva Avenue	Residential	236.17	8.00	50.00	294.17
9932	Geneva Avenue	Residential	283.82	8.00	50.00	341.82
9985	Geneva Avenue	Residential	265.23	8.00	50.00	323.23
10037	Geneva Avenue	Residential	265.23	8.00	50.00	323.23
4294	Granada Street	Residential	236.17	8.00	50.00	294.17
4328	Granada Street	Residential	265.23	8.00	50.00	323.23
4992	Granada Street	Senior	359.32	8.00	50.00	417.32
5402	Granada Street	Residential	276.51	8.00	50.00	334.51
5470	Granada Street	Residential	222.25	8.00	50.00	280.25
5627	Granada Street	Residential	266.48	8.00	50.00	324.48
9627	Greenwood Avenue	Residential	265.20	8.00	50.00	323.20
9783	Greenwood Avenue	Residential	265.23	8.00	50.00	323.23
4418	Harvard Street	Residential	265.23	8.00	50.00	323.23
4430	Harvard Street	Residential	265.23	8.00	50.00	323.23
4775	Harvard Street	Residential	449.74	8.00	50.00	507.74
4883	Harvard Street	Residential	278.65	8.00	50.00	336.65
5430	Harvard Street	Residential	258.44	8.00	50.00	316.44
5462	Harvard Street	Residential	445.83	8.00	50.00	503.83
5141-43	Harvard Street	Senior	530.46	8.00	50.00	588.46
4531	Hawthorne Street	Residential	372.25	8.00	50.00	430.25
4568	Hawthorne Street	Residential	265.26	8.00	50.00	323.26
5553	Hawthorne Street	Residential	332.42	8.00	50.00	390.42
5563	Hawthorne Street	Residential	273.50	8.00	50.00	331.50
9055	Helena Avenue	Residential	248.54	8.00	50.00	306.54
9065	Helena Avenue	Residential	403.07	8.00	50.00	461.07
9085	Helena Avenue	Senior	237.79	8.00	50.00	295.79

Exhibit A to Resolution No. 19-3232  
Report of Delinquent Civil Debts - March 2019

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9607	Helena Avenue	Residential	265.33	8.00	50.00	323.33
4864	Highland Street	Residential	292.49	8.00	50.00	350.49
5044	Highland Street	Residential	265.44	8.00	50.00	323.44
4370	Holt Blvd.	Commercial	276.84	8.00	50.00	334.84
4384	Holt Blvd.	Commercial	205.35	8.00	50.00	263.35
5190	Howard Street A & B	Multifamily	591.15	8.00	50.00	649.15
4585	James Street	Residential	403.06	8.00	50.00	461.06
9725	Kimberly Avenue	Residential	265.23	8.00	50.00	323.23
5564	La Deney Street	Residential	265.23	8.00	50.00	323.23
9744	Lehigh Avenue	Residential	328.02	8.00	50.00	386.02
9958	Lindero Avenue	Residential	265.24	8.00	50.00	323.24
10041	Lindero Avenue	Residential	385.85	8.00	50.00	443.85
10042	Lindero Avenue	Residential	300.77	8.00	50.00	358.77
9527	Marion Avenue	Residential	265.23	8.00	50.00	323.23
9528	Marion Avenue	Residential	236.17	8.00	50.00	294.17
9547	Marion Avenue	Residential	265.23	8.00	50.00	323.23
10036	Marion Avenue	Residential	402.47	8.00	50.00	460.47
9056	Monte Vista Avenue	Residential	344.78	8.00	50.00	402.78
9066	Monte Vista Avenue	Residential	238.52	8.00	50.00	296.52
9721	Monte Vista Avenue	Residential	217.46	8.00	50.00	275.46
9794	Monte Vista Avenue	Residential	326.46	8.00	50.00	384.46
4866	Moreno Street	Senior	232.29	8.00	50.00	290.29
5616	Moreno Street	Residential	262.15	8.00	50.00	320.15
4613	Olive Street	Residential	252.11	8.00	50.00	310.11
4644	Olive Street	Residential	289.99	8.00	50.00	347.99
4684	Olive Street	Residential	265.23	8.00	50.00	323.23
4893	Olive Street	Residential	265.23	8.00	50.00	323.23
4245	Orchard Street	Residential	236.17	8.00	50.00	294.17
4322	Orchard Street	Residential	292.49	8.00	50.00	350.49
5058	Orchard Street	Residential	265.36	8.00	50.00	323.36
5690	Orchard Street	Residential	265.23	8.00	50.00	323.23
5257	Palo Verde Street	Senior	237.79	8.00	50.00	295.79
9585	Poulsen Avenue	Residential	287.71	8.00	50.00	345.71
9633	Poulsen Avenue	Residential	442.55	8.00	50.00	500.55
9935	Poulsen Avenue	Residential	293.86	8.00	50.00	351.86
9375	Pradera Avenue	Senior	1,169.70	8.00	50.00	1,227.70
4426	Princeton Street	Residential	262.15	8.00	50.00	320.15
4438	Princeton Street	Residential	296.59	8.00	50.00	354.59
4467	Princeton Street	Residential	264.65	8.00	50.00	322.65
4846	Princeton Street	Residential	840.59	8.00	50.00	898.59
9263	Ramona Avenue	Residential	318.17	8.00	50.00	376.17
9529	Ramona Avenue	Residential	265.42	8.00	50.00	323.42
9587	Ramona Avenue	Residential	265.50	8.00	50.00	323.50
9709	Ramona Avenue	Residential	236.17	8.00	50.00	294.17
9352	Rose Avenue	Residential	265.53	8.00	50.00	323.53
9413	Rose Avenue	Residential	319.74	8.00	50.00	377.74
9434	Rose Avenue	Residential	265.23	8.00	50.00	323.23
9441	Rose Avenue	Residential	265.23	8.00	50.00	323.23
9471	Rose Avenue	Residential	259.13	8.00	50.00	317.13
9866	Rose Avenue	Senior	237.79	8.00	50.00	295.79
9966	Rose Avenue	Residential	265.21	8.00	50.00	323.21
4683	Rosewood Street	Residential	265.25	8.00	50.00	323.25
4860	Rosewood Street	Residential	410.50	8.00	50.00	468.50
4890	Rosewood Street	Residential	410.50	8.00	50.00	468.50
5012	Rosewood Street	Residential	410.50	8.00	50.00	468.50
5085	Rosewood Street	Residential	266.63	8.00	50.00	324.63

Exhibit A to Resolution No. 19-3232  
Report of Delinquent Civil Debts - March 2019

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5361	Rosewood Street	Residential	265.23	8.00	50.00	323.23
5389	Rosewood Street	Residential	236.17	8.00	50.00	294.17
5401	Rosewood Street	Residential	212.34	8.00	50.00	270.34
11076	Roswell Avenue	Residential	289.91	8.00	50.00	347.91
4164	Rudisill Street	Residential	265.23	8.00	50.00	323.23
4186	Rudisill Street	Residential	240.25	8.00	50.00	298.25
5360	Rudisill Street	Residential	292.49	8.00	50.00	350.49
4711	San Bernardino Street	Residential	265.23	8.00	50.00	323.23
4749	San Bernardino Street	Residential	263.29	8.00	50.00	321.29
4833	San Bernardino Street	Residential	243.71	8.00	50.00	301.71
4843	San Bernardino Street	Residential	262.89	8.00	50.00	320.89
5361	San Bernardino Street	Residential	236.17	8.00	50.00	294.17
5418	San Bernardino Street	Residential	275.39	8.00	50.00	333.39
5474	San Bernardino Street	Residential	247.25	8.00	50.00	305.25
5489	San Bernardino Street	Residential	298.67	8.00	50.00	356.67
5494	San Bernardino Street	Residential	260.29	8.00	50.00	318.29
4485	San Jose Street	Residential	260.44	8.00	50.00	318.44
4594	San Jose Street	Residential	295.19	8.00	50.00	353.19
4595	San Jose Street	Residential	285.14	8.00	50.00	343.14
5390	San Jose Street	Residential	264.89	8.00	50.00	322.89
5412	San Jose Street	Residential	276.36	8.00	50.00	334.36
5422	San Jose Street	Residential	292.49	8.00	50.00	350.49
5439	San Jose Street	Residential	260.44	8.00	50.00	318.44
5446	San Jose Street	Residential	265.23	8.00	50.00	323.23
5453	San Jose Street	Residential	430.09	8.00	50.00	488.09
5590	San Jose Street	Residential	265.36	8.00	50.00	323.36
4424	San Jose Street #05	Residential	450.07	8.00	50.00	508.07
4424	San Jose Street #10	Residential	372.25	8.00	50.00	430.25
4424	San Jose Street #12	Residential	265.20	8.00	50.00	323.20
4424	San Jose Street #13	Senior	237.10	8.00	50.00	295.10
4424	San Jose Street #14	Residential	265.23	8.00	50.00	323.23
4424	San Jose Street #18	Residential	265.23	8.00	50.00	323.23
4424	San Jose Street #27	Residential	265.23	8.00	50.00	323.23
4622	San Jose Street O	Residential	269.02	8.00	50.00	327.02
4630	San Jose Street Q	Residential	301.16	8.00	50.00	359.16
4622	San Jose Street T	Residential	330.44	8.00	50.00	388.44
9821	Santa Anita Avenue	Residential	562.45	8.00	50.00	620.45
10016	Santa Anita Avenue	Residential	296.59	8.00	50.00	354.59
4337	State Street	Residential	313.98	8.00	50.00	371.98
9862	Steamboat Drive	Residential	276.02	8.00	50.00	334.02
9584	Surrey Avenue	Residential	465.85	8.00	50.00	523.85
9617	Surrey Avenue	Residential	265.23	8.00	50.00	323.23
9793	Surrey Avenue	Residential	265.24	8.00	50.00	323.24
9824	Surrey Avenue	Senior	349.64	8.00	50.00	407.64
9554	Tudor Avenue	Residential	281.53	8.00	50.00	339.53
9563	Tudor Avenue	Residential	411.94	8.00	50.00	469.94
9630	Tudor Avenue	Residential	236.17	8.00	50.00	294.17
9834	Tudor Avenue	Residential	221.82	8.00	50.00	279.82
9222	Vernon Avenue	Residential	265.23	8.00	50.00	323.23
9350	Vernon Avenue	Residential	267.69	8.00	50.00	325.69
9784	Vernon Avenue	Residential	265.24	8.00	50.00	323.24
		<b>TOTAL:</b>	<b>64,045.81</b>	<b>1,752.00</b>	<b>10,950.00</b>	<b>76,747.81</b>

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON TUESDAY,  
FEBRUARY 19, 2019, AT 8:20 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

---

**I. CALL TO ORDER**

Mayor Pro Tem Raft called the meeting to order at 8:20 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of February 4, 2019.**

Moved by Council Member Ruh, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of February 4, 2019.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

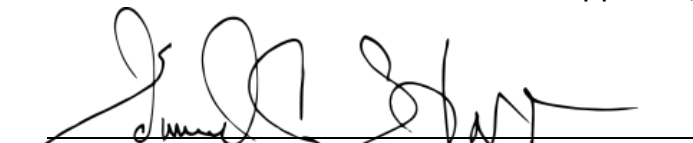
At 8:21 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 9:00 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 9:00 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

  
\_\_\_\_\_  
Edward C. Starr  
City Manager