

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

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

July 22, 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 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

- A. Community Activities Commission Presentation of the 2019 Home Beautification Awards

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded 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.

VII. PUBLIC HEARINGS

Page No.

- A. Consider Adoption of Resolution No. 19-3246 Establishing a Five-Year Schedule of Maximum Monthly Rate Caps for Refuse and Sewer Program Services in Compliance with Proposition 218 [CC]

4

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Special Meeting — May 30, 2019 [CC]
2. Adjourned Meeting — July 1, 2019 [CC]
3. Regular Joint Meeting — July 1, 2019 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Receiving and Filing of Treasurer's Report [CC]

27

	<u>Page No.</u>
2. Consider Approval of Warrant Register and Payroll Documentation [CC]	28
3. Consider Receiving and Filing of Treasurer’s Report [SA]	29
4. Consider Approval of Warrant Register [SA]	30
5. Consider Receiving and Filing of Treasurer’s Report [MHC]	31
6. Consider Approval of Warrant Register [MHC]	32
7. Consider Receiving and Filing of Treasurer’s Report [MHA]	33
8. Consider Approval of Warrant Register [MHA]	34
 C. Agreements	
1. Consider Approval of Agreement No. 19-58 with Ontario-Montclair School District to Support the Montclair After-School Summer Expanded Learning Program [CC]	35
2. Consider Approval of Agreement No. 19-59 with Hope Through Housing Foundation to Accept Funds to Provide an After School-Program at San Antonio Vista Apartments Community Center [CC]	46
3. Consider Approval of Agreement No. 19-64 with Kaiser Foundation Hospitals, Ontario, to Accept a Grant Award to Improve Social Determinants of Health Through Montclair Promotoras (Community Health Workers) [CC] Consider Authorizing City Manager Edward C. Starr to Sign Agreement No. 19-64 with Kaiser Foundation Hospitals, Ontario [CC]	58
4. Consider Approval of Agreement No. 19-65 with Kaiser Foundation Hospitals, Ontario, to Accept a Grant Award for the Montclair to College Program [MCF] Consider Authorizing the Appropriation of Funds Awarded for the Montclair to College Program [MCF] Consider Authorizing Executive Director Edward C. Starr to Sign Agreement No. 19-65 with Kaiser Foundation Hospitals, Ontario [MCF]	63
5. Consider Approval of Agreement No. 19-67 with H&H Elevator Services for Elevator Service and Maintenance at the Montclair Police Facility [CC]	69
6. Consider Approval of Agreement No. 19-68 Temporarily Extending Agreement No. 18-32 with West Coast Arborists for Tree Maintenance Services [CC]	80
7. Consider Approval of Agreement No. 19-69 with Civic Publications, Inc., to Provide Public Education and Community Outreach Services [CC]	88
 D. Resolutions	
1. Consider Adoption of Resolution No. 19-3244 Related to the Collection of Sewer Standby Assessment Fees for Vacant Properties [CC]	92
2. Consider Adoption of Resolution No. 19-3245 to Approve a List of Projects to be Funded by Senate Bill 1 from the State of California Road Repair and Accountability Act of 2017 [CC]	94

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

A. City Department Reports

- 1. Police Department — National Night Out & Report of Firework Calls for Service
- 2. Human Services Department — Upcoming Summer Programs & Events

B. City Attorney

- 1. Request to Meet in Closed Session Pursuant to GC §54956.8 Regarding Real Property Negotiations [CC]

Property: 5092 Moreno Street, Montclair (APN 1008-163-17-0000)

Negotiating Parties: City of Montclair and Hargett Janet M Trust

City Negotiator: Edward C. Starr, City Manager

Under Negotiation: Recommendations Regarding Acquisition/Purchase Price

- 2. Request to Meet in Closed Session Pursuant to GC §54957.6 Regarding Conference with City’s Designated Labor Negotiator Edward C. Starr [CC]

Agency: City of Montclair

Employee Assocs.: Management, Montclair City Confidential Employees Association, Montclair General Employees Association, Montclair Fire Fighters Association, and Montclair Police Officers Association

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

F. Committee Meeting Minutes (for informational purposes only)

- 1. Personnel Committee Meeting— July 1, 2019 [CC]

98

XI. CLOSED SESSION

XII. CLOSED SESSION ANNOUNCEMENTS

XIII. 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, August 5, 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 publication 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 at 5111 Benito Street, Montclair, CA 91763 on July 16, 2019.



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	FLP175/FLP180
SECTION:	PUBLIC HEARINGS	DEPT.:	FINANCE
ITEM NO.:	A	PREPARER:	D. PARKER
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 19-3246 ESTABLISHING A FIVE-YEAR SCHEDULE OF MAXIMUM MONTHLY RATE CAPS FOR REFUSE AND SEWER PROGRAM SERVICES IN COMPLIANCE WITH PROPOSITION 218		

REASON FOR CONSIDERATION: The City of Montclair provides a number of property-related services to the community including the disposal of refuse and the operation and maintenance of a sewer system. The cost of providing these services is charged to ratepayers/property owners. The City Council may consider adjustments to the rates for property-related services; however, such rate adjustments are subject to Proposition 218's notification, protest, and hearing requirements. The City Council authorizes Proposition 218 public notifications and hearings for property-related fee adjustments and establishes fee caps related thereto. At this evening's meeting, the City Council is to conduct a public hearing to receive oral and written protests from residents and property owners regarding proposed refuse rate caps that would be in effect through July 2023.

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

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

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

Proposition 218 Requirements. Article XIID, Section 6(a) of the State Constitution (Proposition 218), passed by the voters of California on November 5, 1996, requires municipalities to give detailed written notice to the owners of parcels upon which proposed fees or charges are to be applied. A public hearing shall be conducted not less than 45 days after mailing the notice. If written protests against a proposed fee or charge are presented by a majority of owners of such parcels, the fee adjustment shall not be implemented. If a majority protest is not received, the rate cap may go into effect by adoption of an enabling resolution and without further action.

The City Council shall consider all protests against the proposed rates; however, state law (Article XIID, Section 6 of the State Constitution) provides that only written protests submitted by property owners shall be counted to determine whether a majority protest to the proposed increases exists.

Written Protest Procedure. A property owner may file a written protest to the proposed increases in one of the following ways:

1. Through the United States mail.
2. By deposit in utility bill drop box at Montclair City Hall.
3. By hand delivery to the Montclair City Clerk during normal business hours (Monday through Thursday, 7:00 a.m. to 6:00 p.m.).
4. By hand delivery to the Montclair City Clerk at the date and time of the public hearing on July 22, 2019.

Written protests are to be received by the Montclair City Clerk no later than 7:00 p.m. on Monday, July 22, 2019, or by the conclusion of the public hearing.

Each written protest must include the parcel owner's name, service address, assessor's parcel number for the parcel served, and the parcel owner's signature. No more than one protest per parcel may be submitted.

Majority Protest. A majority protest shall exist only in the event that a majority of owners of the identified parcels submits written protests against the proposed fees to the City of Montclair. Written protests shall be received and counted by the Montclair City Clerk, and such written protests shall be part of the public record as defined in Section 6252 of the Government Code. If the count of written protests from property owners shows that a majority protest is received, the proposed fees shall not be implemented. If a majority protest fails, the City Council shall consider adoption of proposed increases.

Methodology for Prospective Fees. The methodology of proposed fees noticed to property owners can include annual prospective adjustments or ranges of annual adjustments, provided the formula or fee methodology approved by property owners does not change or does not change in a way that would otherwise impose future increases that are higher than the fee formula approved by the City Council. In the event that rates higher than those projected are required to meet program needs, the City is required to conduct a new Proposition 218 notification, protest, and hearing process. Fees proposed herein do not exceed the proportional cost of the service attributable to each affected parcel, and revenues derived are not expected to exceed the cost of service.

City Council Directed Authorization to Proceed. At its meeting of May 20, 2019, the City Council adopted Resolution Nos. 19-3237 and 19-328 authorizing the following actions which have been accomplished:

- Setting a public hearing on residential refuse and sewer rates for July 15, 2019, to receive public comment related to proposed rates (*Note: The hearing was subsequently continued to July 22, 2019, due to the lack of a Council quorum at the July 15th meeting*).
- Establishing a schedule of proposed total monthly rates for refuse and sewer services.
- Authorizing staff to send notices of a public hearing regarding total monthly rates for refuse and sewer services to property owners of record upon whom proposed fees would be imposed.

Supreme Court Rules Proposition 218 Applicable. On July 24, 2006, the California Supreme Court published its decision on *Bighorn-Desert View Water Agency v. Beringson* addressing the property-related-fee provisions of Proposition 218. In relation to each of these services, the Court ruled that where the rate is set by a government agency, it is a "property-related" fee subject to the public hearing requirements of the measure.

Solid Waste Disposal Services

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

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

Residential Refuse Rates

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

Burrtec last requested and received an adjustment to the residential refuse rate with an effective date of March 1, 2018. The proposed adjustment stemmed from two components: (1) a 4.16 percent increase in refuse service costs related to CPI adjustments since January 2016, and (2) a 2.82 percent increase attributed to increased costs for recyclable and green waste processing and disposal fees. **This was the only residential refuse service rate increases to Montclair residents since establishment of the previous Proposition 218 maximum rate schedule adopted in January 2014.**

Burrtec is currently requesting a 9.34 percent rate adjustment with an effective date on or about July 1, 2019. The proposed adjustment stems from two components: (1) a 3.80 percent increase in refuse service costs related to CPI adjustments since January 2018, and (2) the remainder of the increase attributed to increased costs for recyclable and green waste processing and disposal fees. The largest portion of increased costs relates to recycling processing and disposal due to the inability to dispose of these materials internationally. Previously, foreign markets would purchase the recycling materials; however, they are no longer accepting these due to environmental concerns which have closed their processing plants.

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

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

Table 2, attached as **Appendix 1**, reflects the proposed schedule of maximum refuse rates that can be assessed to residential rate payers for the five-year rate period that runs from July 1, 2019 through July 1, 2023. **At no time during each of the annual rate periods can refuse rates exceed the applicable maximum monthly rate cap for the effective year.** If a request for refuse rate increases exceeds the effective maximum monthly rate cap for the applicable year, a new Proposition 218 public hearing would be required.

Proposed maximum residential refuse rate caps are based on a five percent per annum adjustment, pursuant to Agreement No. 18-26.

Maximum residential refuse rate caps are not an indication of actual monthly residential refuse rates. The City of Montclair only increased residential refuse rates once during the previous five years and that increase was well below maximum refuse rate caps, and well below authorized increases pursuant to Agreement No. 18-26.

Proposed Residential Refuse Rates Effective July 1, 2019

Concurrent with the Proposition 218 public hearing this evening to consider establishing a five-year schedule of maximum residential refuse rate caps, City staff is asking Council to consider a proposed schedule of residential refuse rates effective on or about July 1, 2019.

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

- ***Refuse Service Rate:*** The refuse service rate represents that portion of the rate paid to Burrtec for collecting and transporting refuse to the Materials Recovery Facility (MRF). The City's Agreement with Burrtec allows the refuse service rate to be adjusted each year by the CPI, not to exceed 5 percent annually. Burrtec is requesting a service rate adjustment of \$0.58, from \$11.98 to \$12.56.
- ***Landfill Rate:*** The landfill rate represents a pass-through of actual transportation and tipping fees paid by Burrtec. Currently, refuse generated in Montclair is transported from Burrtec's MRF in Fontana to several landfills within Burrtec's network of landfill disposal sites throughout Southern California. The rate is adjusted by a formula agreed upon in Agreement No. 18-26. There is no anticipated increase in the tipping fee; however, the cost to pick up and transport refuse to landfills has increased significantly, partly because of high diesel fuel prices. Burrtec is requesting a \$0.58 adjustment in the landfill rate from \$4.68 to \$5.26.
- ***Recycling Service Rates:*** The recycling service rate represents the cost of collecting and transporting recyclables to the MRF. A service rate adjustment of \$.13, from \$3.52 to \$3.65, is being proposed.
- ***Materials Recovery Facility Fee:*** The MRF component is affected by (1) the volume of recyclables processed; (2) the amount of refuse (contamination) found in the recyclables; and (3) the market value of recycled commodities over the preceding 12 months.

Pursuant to AB 341, all cities in the state must reach a 75 percent landfill recovery rate by 2020. As such, the amount of recyclable commodities that Burrtec is able to collect and process has increased significantly as a result of state law. The recent growth in the volume of recyclables has produced a downward trend in commodity prices and currently foreign outlet have stopped accepting recyclables. Burrtec's cost of processing and disposing of recyclables has risen from \$.75 per ton to \$37.52 per ton. Therefore, Burrtec is proposing a \$1.01 adjustment in the MRF rate from \$.01 to \$1.02.

In the past, Burrtec's operations had produced a credit and City staff recommended that the Materials Recovery Facility Fee credit be passed onto the rate payer. However, with current increases in costs to dispose of these materials, due to the

elimination of foreign markets, the ability to produce a credit has gone away and additional costs have been incurred.

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

The formula used to calculate the greenwaste component is essentially based on disposal volume plus the disposal charge per ton. Burrtec's disposals costs for this have risen from \$42.95 per ton to \$49.45 per ton. Therefore, Burrtec is proposing a \$0.42 increase in this cost component, from \$1.67 to \$2.09.

- *Household Hazardous Waste Fee:* The City has an agreement with the County of San Bernardino to provide household hazardous waste disposal facilities.

Disposal facilities are located at the following locations:

5050 Schaefer Avenue, Chino
1408 East Francis Street, Ontario
1370 North Benson Avenue, Upland

Montclair residents may dispose of hazardous waste at no charge at the time of disposal, and are annually assessed approximately \$5.40 per household (\$0.45 monthly). The Household Hazardous Waste Fee is based on the actual cost charged to the City by San Bernardino County, and is intended as a pass-through cost to each ratepayer. **There has been no adjustment in the Household Hazardous Waste Fee component and no adjustment of Burrtec fees is requested at this time.**

- *General Sanitation Fee:* The general sanitation fee is a rate component assessed to residential ratepayers to reimburse for a portion of the City costs related to general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. Since adoption of the General Sanitation Fee in 2011, the service charge has remained below the actual/estimated cost of service. **There is no anticipated adjustment in the General Sanitation Fee component for Fiscal Year 2019–2020.** The current monthly assessment per household is \$2.82.
- *Administrative Fee:* The Administrative Fee is a charge imposed by the City to reimburse for the cost of administering the refuse service program—the current fee is \$3.99 per month. Service charges should approximate the actual/estimated cost of service. **There is no anticipated adjustment in the General Sanitation Fee component for Fiscal Year 2019–2020.**

Table 1 below identifies cost components of Montclair's *Total Monthly Household Refuse Rate* including current and proposed rates—proposed monthly residential refuse rates will be considered at a public hearing that was originally scheduled for July 15, 2019, but was continued to July 22, 2019 due to a lack of a quorum of the City Council at the July 15th meeting.

Table 1 also indicates that adoption of proposed Resolution No. 19-3246 would increase the *Total Monthly Household Refuse Rate* from \$29.12 to \$31.84, an increase of \$2.72. Senior households would continue to be charged a refuse rate that is 20 percent below the monthly refuse fee for nonsenior households—the monthly senior household rate would increase from \$23.30 to \$25.47, an increase of \$2.17.

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

<i>Fee Components</i>	<i>Current</i>	<i>Proposed</i>
Refuse service rate	\$ 11.98	\$ 12.56
Recycling service rate	\$ 3.52	\$ 3.65
Refuse landfill/Transfer rate	\$ 4.68	\$ 5.26
MRF fees	\$.01	\$ 1.02
Greenwaste disposal rate	\$ 1.67	\$ 2.09
Total cost of services—paid to Burrtec	\$ 21.86	\$ 24.58
General sanitation fee	\$ 2.82	\$ 2.82
Administrative fee	\$ 3.99	\$ 3.99
Household Hazardous Waste fee	\$ 0.45	\$ 0.45
Total monthly cost to provide refuse collection	\$ 29.12	\$ 31.84
TOTAL MONTHLY HOUSEHOLD RATE	\$ 29.12	\$ 31.84
TOTAL MONTHLY SENIOR HOUSEHOLD RATE	\$ 23.30	\$ 25.47
Monthly City subsidy per senior household	\$ 5.82	\$ 6.37
Miscellaneous:		
<i>Extra Barrel: Refuse/Recycling/ Greenwaste</i>	<i>\$5.78/\$1.31/ \$ 3.68</i>	<i>\$6.22/\$1.41/ \$ 3.96</i>
Large item collection: Monthly Burrtec charge—all City households; cost incorporated in administrative fee	\$3,415.97	\$3,589.05

Senior Household Refuse Rate Subsidy Program

Montclair currently provides a monthly refuse rate subsidy program for senior households—to qualify, accountholders must be age 65 or older, live at the residence, and the refuse account must be in the customer's name. The current monthly household refuse rate for senior households is \$23.30— a savings of \$5.82 off the current Total Monthly Household Refuse Rate of \$29.12; the proposed Senior Household rate of \$25.47 effective on or about July 1, 2019, represents a savings of \$6.37 below the proposed Total Monthly Household Refuse Rate of \$31.84.

Continuation of a discount program for senior households was previously discussed by City Council— the City Council considered alternatives related to discounting refuse service rates and ultimately approved maintaining a 20 percent discount off the Total Monthly Household Refuse Rate until funds in the Refuse Impound Reserve Fund are depleted. The Refuse Impound Reserve Fund has now been depleted.

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

Recognizing that the City Council is rightly concerned with the cost of refuse services for households on limited income, continuing a refuse-rate subsidy program for senior households may continue to be an appropriate course of action. To achieve this objective, the City Council, at its July 22, 2019 public hearing on proposed residential refuse rates, may consider maintaining the current 20 percent subsidy or direct City staff to reduce the subsidy to a lesser amount. However, in keeping with previous directions from City Council the intent was to migrate senior households to the standard monthly residential refuse rate.

It is apparent that passing on the full cost for refuse services to senior households effective July 1, 2019, would result in a significant monthly increase—\$6.37 based on the proposed monthly refuse rate currently under consideration. Instead, the City Council may elect to consider migrating senior households to the standard household refuse rate over the course of several years.

- Staff recommends continuing the practice of providing a 20 percent discount off the monthly residential refuse rate for senior households through the remainder of Fiscal Year 2018–19. Thereafter, beginning with Fiscal Year 2019–20, Council may direct staff to reduce the 20 percent discount for senior household as follows:
 - ✓ Fiscal Year 2019–20—reduce senior household refuse rate subsidy to 15 percent effective July 1, 2019
 - ✓ Fiscal Year 2020–21—reduce senior household refuse rate subsidy to 10 percent effective July 1, 2020
 - ✓ Fiscal Year 2021–22, reduce senior household refuse rate subsidy to 5 percent effective July 1, 2021
 - ✓ Fiscal Year 2022–23—eliminate senior household refuse rate subsidy effective July 1, 2022
- As an alternative to the proposed reduction to the senior household rate as indicated above, City Council may consider a more gradual reduction, as follows:
 - ✓ Fiscal Year 2019–20—reduce senior household refuse rate subsidy to 17.5 percent effective July 1, 2019
 - ✓ Fiscal Year 2020–21—reduce senior household refuse rate subsidy to 15 percent effective July 1, 2020
 - ✓ Fiscal Year 2021–22—reduce senior household refuse rate subsidy to 12.5 percent effective July 1, 2021
 - ✓ Fiscal Year 2022–23—reduce senior household refuse rate subsidy to 10 percent effective July 1, 2022

- ✓ Fiscal Year 2023–24—reduce senior household refuse rate subsidy to 8.5 percent effective July 1, 2023
- ✓ Fiscal Year 2024–25—reduce senior household refuse rate subsidy to 5 percent effective July 1, 2024
- ✓ Fiscal Year 2025–26—reduce senior household refuse rate subsidy to 2.5 percent effective July 1, 2025
- ✓ Fiscal Year 2026–27—eliminate senior household refuse rate subsidy effective July 1, 2026

If it is City Council’s intent to maintain a senior household refuse rate subsidy program, but at a lesser percentage, City staff recommends the City Council determine what the new subsidy rate would be and decrease it gradually by using one of the two reduction schedules recommended above.

Council Members are advised that in addition to a gradual reduction in the refuse rate discount, senior households would continue to be impacted by any increase in the standard household refuse rate, subject to the applicable subsidy rate in effect at time of implementation. Continuing the refuse rate subsidy program for senior households, as defined herein, would require an ongoing transfer of funds from the General Fund to the General Fund Subsidy Account for senior household refuse rate payers.

Commercial Refuse Rates

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

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

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

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

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

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

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

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

- *Service costs related to the provision of refuse services.* Service costs are subject to annual CPI adjustments pursuant to Agreement No. 18-26. Burrtec is requesting a 3.80 percent CPI adjustment for Commercial Rates.
- *Pass-through costs including a Greenwaste processing fee and/or the Landfill Disposal rate. Materials Recovery Facility Fee:* As indicated above, the MRF component is affected by (1) the volume of recyclables processed; (2) the amount of refuse (contamination) found in the recyclables; and (3) the market value of recycled commodities over the preceding 12 months.

Pursuant to AB 341, all cities in the state must reach a 75 percent landfill recovery rate by 2020. As such, the amount of recyclable commodities that Burrtec is able to collect and process has increased significantly as a result of state law. The recent growth in the volume of recyclables has produced a downward trend in commodity prices and currently foreign outlet have stopped accepting recyclables. The Disposal/Landfill rate for Commercial Bins and Roll-Offs is increasing from \$43.83 per ton to \$49.00 per ton and the Greenwaste rate is increasing from \$42.95 per ton to \$49.45 per ton.

- *Frequency Factor.* This component represents the number of times per week (or other designated period of days) that refuse is picked up for disposal. The frequency factor provides ratepayers with a graduating discount rate based on the number of times of service per week.
- *Bin Size.* Bins are provided in the following sizes: 1.5 yards (0.3250 tons); 2.0 yards (0.4333 tons); 3.0 yards (0.6500 tons); 3.0 yards/greenwaste (1.3000 tons); 3.0 yards compacted (1.9500 tons); and 4.0 yards/compacted (2.600 tons). Additionally, 95 and 65 gallon barrels are available. Bin/Barrel size, Disposal/ Landfill, and Greenwaste disposal rates determine the monthly cost for this component.
- *Franchise Fee.* The franchise fee is an assessment against Burrtec for the exclusive right to be the primary solid waste hauler for the City of Montclair, and consists of a 10 percent fee of gross revenue derived from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. **There is no increase in this fee component.**
- *Pavement Impact Fee.* The pavement impact fee is an assessment against Burrtec to compensate the City for damage done to pavement caused by heavy refuse disposal trucks owned and operated by Burrtec and their frequent and regular use of City roads. This rate component consists of a 3.5 percent fee of gross revenue from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. **There is no increase in this fee component.**
- *Recycling Fee.* The recycling fee is increasing from \$2.38 per cubic yard to \$2.89 per cubic yard. The new rate of \$2.89 per cubic yard would result in a monthly fee of \$37.57, based on a typical 3-Yard Bin Size, at a frequency rate of once per week.
- *General Sanitation Fee.* The General Sanitation Fee remains at \$0.40 per yard, and is multiplied by the collection frequency per month for commercial refuse accounts. The General Sanitation Fee for commercial refuse accounts is designed to contribute toward the cost of general community maintenance issues including graffiti

abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. **There is no increase in this fee component.**

- Legislation has mandated the requirement to recycle food waste in addition to other recyclables. Since this requirement has become mandatory, the commercial food waste recycling program has been included for the purpose of establishing a maximum rate cap under Proposition 218.

Elective Refuse Service Fees

Burrtec is proposing a category of elective refuse services for commercial ratepayers, for an additional cost.

Proposed elective services include the following:

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

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

Refuse Rate Comparisons

A rate survey of neighboring cities was conducted to compare residential and commercial refuse service levels and fee structures, and to better comprehend what other cities in the area charge. Burrtec provided rate information for those cities that contract with Burrtec for refuse services.

While the refuse rate comparison established a sense of position within the range of refuse rates among neighboring cities, it did not establish a clear comparison of cost components within the surveyed cities. Rate Comparisons attached as **Appendix 2** include comparisons by service and by total rate.

Comparative surveys do not typically offer clarity as to the cost of providing refuse rates; rather, such comparisons provide a simple tool for showing existing refuse rate ranges for comparable types of services. The following are significant factors when conducting rate comparisons:

- ✓ Many cities are presently in the process of negotiating their refuse agreements with Burrtec; therefore, cities that have completed that process will typically have higher refuse rates in comparison to other cities that are presently in that process. As a result, some cities may have refuse rates that may seem substantially high in comparison to other cities.

Of the Burrtec agencies surveyed the cities of Grand Terrace, Colton and Rialto were presently undergoing rate negotiations. The other Burrtec cities are in the approval process of adjusting their refuse rates.

- ✓ Cities do not typically publish or identify refuse rate components. Instead, they simply state the total fee for commercial and residential refuse rates. As such, it is difficult to identify what the rate components are for commercial and residential refuse rates. Some cities may incorporate a variety of rate components within their monthly refuse rate including but not limited to administration fees, street sweeping, sanitation fees, recycling fees, greenwaste fees, and pavement impact fees. As more and more cities begin to examine the rate structures used by neighboring communities, the use of varied rate components is becoming commonplace.
- ✓ Services included in various refuse rates are typically structured differently in each city, thereby making direct comparisons unreliable. For example, some cities may charge a general sanitation fee that covers graffiti abatement and street cleaning; while another city may charge a sanitation fee that only covers bulky item pick-up. As such, it is difficult to compare services provided by refuse haulers.
- ✓ Not all cities provide tiered refuse rates such as Non-senior and Senior Residential Refuse Rates. While some cities may offer a two-tiered system, the formula by which the rate is subsidized is oftentimes unknown.
- ✓ Economies of scale greatly affect the refuse service rate for cities. Typically, cities with much larger populations that produce vast amounts of refuse are provided much lower refuse service rates—a factor attributed to the lower cost per unit to provide refuse service. Examples include the cities of Rancho Cucamonga, Upland, and Rialto. These cities have significantly larger populations and produce a higher volume of refuse in comparison to Montclair. Cities with smaller populations and producing small amounts of refuse tend to have higher refuse service rates, based on the higher cost per unit to provide refuse services.

Sewer Maintenance Rates

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

Revenues to support the City's sewer infrastructure and Sewer Maintenance Program derive from the Equivalent Dwelling Unit (EDU)—a fee structure imposed by the Inland Empire Utilities Agency (IEUA) and the City of Montclair with various fee components that support sewage treatment and sewer maintenance. Montclair ratepayers currently pay \$27.11 per month per EDU—known as the "*Total Monthly EDU Rate*."

Components of the EDU fee structure include the following:

1. Sewage treatment: The treatment of sewage effluent flowing through the sewer system—provided by IEUA.
2. Sewer maintenance: The maintenance of the sewer system which collects and transports sewage for treatment—provided by the City of Montclair.

3. Infrastructure replacement/rehabilitation: Long-term replacement and rehabilitation of deteriorating sections of the City's sewer system—provided by the City of Montclair.

The largest cost component of the current *Total Monthly EDU Rate* (\$18.89 per month per EDU) goes to the IEUA for sewage treatment-related costs. The remaining balance of \$8.22 per month per EDU goes to the City to pay for all Sewer Program services, personnel, capital outlay, infrastructure improvement and maintenance including the annual cleaning of each sewer line, the purchase of necessary equipment to perform maintenance, and the preparation and submission of various reports and studies to demonstrate compliance with regulatory requirements.

In 2016, IEUA adopted sewage treatment rates for a five-year period effective October 1, 2015, through June 30, 2020. The IEUA rate specified for Fiscal Year 2019–20 is \$20.00 per EDU. Staff has also analyzed maintenance costs for the past few years and projected anticipated maintenance costs and required rates for the next five years as well.

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

**Table 3
Current & Proposed Sewer Rates**

<i>Effective Date</i>	<i>Part 1 Fee</i>	<i>Part 2 Fee</i>	<i>Part 3 Fee</i>	<i>Total</i>
Current	\$ 18.89	\$ 6.72	\$ 1.50	\$ 27.11
Proposed:				
07/01/19	\$ 20.00	\$ 7.06	\$ 1.50	\$ 28.56
07/01/20	\$ 21.00	\$ 7.41	\$ 1.50	\$ 29.91
07/01/21	\$ 22.05	\$ 7.78	\$ 1.50	\$ 31.33
07/01/22	\$ 23.15	\$ 8.17	\$ 1.50	\$ 32.82
07/01/23	\$ 24.31	\$ 8.58	\$ 1.50	\$ 34.39

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

Conclusion

Current and proposed rates effective on or about July 1, 2019 and proposed five-year maximum rate caps for commercial and residential refuse services are contained in **Table 2**, attached as **Appendix 1** and maximum rate caps for sewer services are presented in **Table 3**, above.

Proposed refuse and sewer rate caps:

1. Comply with Proposition 218 notification/hearing requirements.
2. Proposed year-to-year rate caps typically reflect a 5 percent CPI adjustment over the previous year.

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

To achieve full compliance with Proposition 218 notification and hearing requirements, notifications of the following were be mailed to property owners 45 prior to the public hearing. These notices, in English and Spanish, advised property owners of the following:

1. Date of public hearing before the City Council
2. Maximum proposed rate caps
3. Computation formula
4. Proposed refuse and sewer rates effective on or about July 1, 2019

FISCAL IMPACT: Increasing maximum rate caps for residential and commercial refuse service would allow the City to meet its contractual obligations with Burrtec to apply CPI-related increases and other cost-related components without triggering Proposition 218 hearings each time a rate adjustment is considered; provided total rate adjustments do not exceed respective, maximum Proposition 218 rate caps for the applicable year in which they are proposed to go into effect.

Increasing maximum rate caps for sewer services would allow the City to meet its obligation to IEUA for sewage processing and provide for sewer system maintenance and replacement without triggering Proposition 218 hearings each time a rate adjustment is considered; provided total rate adjustments do not exceed respective, maximum Proposition 218 rate caps for the applicable year in which they are proposed to go into effect.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 19-3246 establishing a five-year schedule of maximum monthly rate caps for refuse and sewer services in compliance with Proposition 218.

Table 2
Maximum Proposed Monthly Refuse Rates

Appendix 1

Residential						
Service/Size/Pickup	Current	Effective July 1,				
		2019	2020	2021	2022	2023
Household Rate	\$ 29.12	\$ 31.84	\$ 33.43	\$ 35.10	\$ 36.86	\$ 38.70
Extra Barrel - Refuse	\$ 5.78	\$ 6.22	\$ 6.53	\$ 6.86	\$ 7.20	\$ 7.56
Extra Barrel - Recycling	\$ 1.31	\$ 1.41	\$ 1.48	\$ 1.55	\$ 1.63	\$ 1.71
Extra Barrel - Green Waste	\$ 3.68	\$ 3.96	\$ 4.16	\$ 4.37	\$ 4.59	\$ 4.82
Extra Pick-Up - Res. Barrel	\$ 15.57	\$ 16.17	\$ 16.98	\$ 17.83	\$ 18.72	\$ 19.66
Bin 1.5/Frequency 1	\$ 114.01	\$ 123.57	\$ 129.75	\$ 136.24	\$ 143.05	\$ 150.20
Bin 1.5 Recycling (Extra)	\$ 68.52	\$ 77.50	\$ 81.38	\$ 85.45	\$ 89.72	\$ 94.21
Commercial						
Service/Size/Pickup	Current	Effective July 1,				
		2019	2020	2021	2022	2023
Multifamily Commercial:						
Barrel	\$ 27.62	\$ 31.18	\$ 32.74	\$ 34.38	\$ 36.10	\$ 37.91
Bin 1.5/Frequency 1	\$ 125.98	\$ 134.47	\$ 141.19	\$ 148.25	\$ 155.66	\$ 163.44
Bin 1.5/Frequency 2	\$ 236.64	\$ 255.70	\$ 268.49	\$ 281.91	\$ 296.01	\$ 310.81
Bin 1.5/Frequency 3	\$ 347.25	\$ 376.31	\$ 395.13	\$ 414.89	\$ 435.63	\$ 457.41
Bin 2.0/Frequency 1	\$ 147.70	\$ 159.50	\$ 167.48	\$ 175.85	\$ 184.64	\$ 193.87
Bin 2.0/Frequency 2	\$ 268.03	\$ 300.59	\$ 315.62	\$ 331.40	\$ 347.97	\$ 365.37
Bin 2.0/Frequency 3	\$ 390.71	\$ 440.91	\$ 462.96	\$ 486.11	\$ 510.42	\$ 535.94
Bin 3.0/Frequency 1	\$ 208.75	\$ 228.61	\$ 240.04	\$ 252.04	\$ 264.64	\$ 277.87
Bin 3.0/Frequency 2	\$ 352.80	\$ 408.57	\$ 429.00	\$ 450.45	\$ 472.97	\$ 496.62
Bin 3.0/Frequency 3	\$ 499.60	\$ 587.66	\$ 617.04	\$ 647.89	\$ 680.28	\$ 714.29
Bin 3.0/Frequency 4	\$ 646.42	\$ 766.02	\$ 804.32	\$ 844.54	\$ 886.77	\$ 931.11
Bin 3.0/Frequency 5	\$ 793.21	\$ 945.07	\$ 992.32	\$ 1,041.94	\$ 1,094.04	\$ 1,148.74
Bin 3.0/Frequency 6	\$ 940.04	\$ 1,124.11	\$ 1,180.32	\$ 1,239.34	\$ 1,301.31	\$ 1,366.38
Commercial with Recycling:						
Barrel - 95 Gal/Frequency 1	\$ 36.03	\$ 38.76	\$ 40.70	\$ 42.74	\$ 44.88	\$ 47.12
Barrel - 95 Gal/Frequency 2	\$ 59.98	\$ 67.57	\$ 70.95	\$ 74.50	\$ 78.23	\$ 82.14
Barrel - 95 Gal/Frequency 3	\$ 84.90	\$ 96.06	\$ 100.86	\$ 105.90	\$ 111.20	\$ 116.76
Barrel - 95 Gal/Frequency 4	\$ 109.84	\$ 124.50	\$ 130.73	\$ 137.27	\$ 144.13	\$ 151.34
Barrel - 95 Gal/Frequency 5	\$ 134.77	\$ 152.96	\$ 160.61	\$ 168.64	\$ 177.07	\$ 185.92
Barrel - 95 Gal/Frequency 6	\$ 159.70	\$ 181.43	\$ 190.50	\$ 200.03	\$ 210.03	\$ 220.53
Bin 1.5/Frequency 1	\$ 118.92	\$ 127.70	\$ 134.09	\$ 140.79	\$ 147.83	\$ 155.22
Bin 1.5/Frequency 2	\$ 222.76	\$ 239.73	\$ 251.72	\$ 264.31	\$ 277.53	\$ 291.41
Bin 1.5/Frequency 3	\$ 329.06	\$ 354.35	\$ 372.07	\$ 390.67	\$ 410.20	\$ 430.71
Bin 1.5/Frequency 4	\$ 412.46	\$ 462.07	\$ 485.17	\$ 509.43	\$ 534.90	\$ 561.65
Bin 1.5/Frequency 5	\$ 504.72	\$ 566.18	\$ 594.49	\$ 624.21	\$ 655.42	\$ 688.19
Bin 1.5/Frequency 6	\$ 597.03	\$ 670.30	\$ 703.82	\$ 739.01	\$ 775.96	\$ 814.76
Bin 2.0/Frequency 1	\$ 139.04	\$ 150.00	\$ 157.50	\$ 165.38	\$ 173.65	\$ 182.33
Bin 2.0/Frequency 2	\$ 257.36	\$ 279.36	\$ 293.33	\$ 308.00	\$ 323.40	\$ 339.57
Bin 2.0/Frequency 3	\$ 374.43	\$ 409.18	\$ 429.64	\$ 451.12	\$ 473.68	\$ 497.36
Bin 2.0/Frequency 4	\$ 471.60	\$ 533.73	\$ 560.42	\$ 588.44	\$ 617.86	\$ 648.75
Bin 2.0/Frequency 5	\$ 578.53	\$ 655.62	\$ 688.40	\$ 722.82	\$ 758.96	\$ 796.91
Bin 2.0/Frequency 6	\$ 685.51	\$ 777.59	\$ 816.47	\$ 857.29	\$ 900.15	\$ 945.16
Bin 3.0/Frequency 1	\$ 197.47	\$ 213.45	\$ 224.12	\$ 235.33	\$ 247.10	\$ 259.46
Bin 3.0/Frequency 2	\$ 336.54	\$ 376.84	\$ 395.68	\$ 415.46	\$ 436.23	\$ 458.04
Bin 3.0/Frequency 3	\$ 474.71	\$ 539.85	\$ 566.84	\$ 595.18	\$ 624.94	\$ 656.19
Bin 3.0/Frequency 4	\$ 613.39	\$ 702.72	\$ 737.86	\$ 774.75	\$ 813.49	\$ 854.16
Bin 3.0/Frequency 5	\$ 752.06	\$ 865.53	\$ 908.81	\$ 954.25	\$ 1,001.96	\$ 1,052.06
Bin 3.0/Frequency 6	\$ 890.76	\$ 1,029.09	\$ 1,080.54	\$ 1,134.57	\$ 1,191.30	\$ 1,250.87
Temp. 3.0/ 7 Days Frequency 1	\$ 97.02	\$ 111.15	\$ 116.71	\$ 122.55	\$ 128.68	\$ 135.11

Table 2 (Continued)
Maximum Proposed Monthly Refuse Rates

Commercial						
<i>Service/Size/Pickup</i>	<i>Current</i>	<i>Effective July 1,</i>				
		<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
Commercial Greenwaste:						
Bin 3.0/Frequency 1	\$ 173.27	\$ 184.12	\$ 193.33	\$ 203.00	\$ 213.15	\$ 223.81
Bin 3.0/Frequency 2	\$ 295.33	\$ 315.06	\$ 330.81	\$ 347.35	\$ 364.72	\$ 382.96
Bin 3.0/Frequency 3	\$ 417.45	\$ 446.06	\$ 468.36	\$ 491.78	\$ 516.37	\$ 542.19
Bin 3.0/Frequency 4	\$ 539.52	\$ 577.01	\$ 605.86	\$ 636.15	\$ 667.96	\$ 701.36
Bin 3.0/Frequency 5	\$ 661.61	\$ 707.95	\$ 743.35	\$ 780.52	\$ 819.55	\$ 860.53
Bin 3.0/Frequency 6	\$ 783.69	\$ 838.93	\$ 880.88	\$ 924.92	\$ 971.17	\$ 1,019.73
Commercial Compacted:						
Bin 3.0/Frequency 1	\$ 255.75	\$ 278.93	\$ 292.88	\$ 307.52	\$ 322.90	\$ 339.05
Bin 3.0/Frequency 2	\$ 461.16	\$ 505.08	\$ 530.33	\$ 556.85	\$ 584.69	\$ 613.92
Bin 3.0/Frequency 3	\$ 665.76	\$ 730.87	\$ 767.41	\$ 805.78	\$ 846.07	\$ 888.37
Bin 3.0/Frequency 4	\$ 870.31	\$ 956.64	\$ 1,004.47	\$ 1,054.69	\$ 1,107.42	\$ 1,162.79
Bin 3.0/Frequency 5	\$ 1,074.87	\$ 1,182.42	\$ 1,241.54	\$ 1,303.62	\$ 1,368.80	\$ 1,437.24
Bin 3.0/Frequency 6	\$ 1,280.28	\$ 1,408.56	\$ 1,478.99	\$ 1,552.94	\$ 1,630.59	\$ 1,712.12
Bin 4.0/Frequency 1	\$ 883.78	\$ 970.64	\$ 1,019.17	\$ 1,070.13	\$ 1,123.64	\$ 1,179.82
Commercial Recycling (Extra):						
Bin 1.5/Frequency 1	\$ 79.39	\$ 88.78	\$ 93.22	\$ 97.88	\$ 102.77	\$ 107.91
Bin 1.5/Frequency 2	\$ 144.94	\$ 162.76	\$ 170.90	\$ 179.45	\$ 188.42	\$ 197.84
Bin 1.5/Frequency 3	\$ 210.52	\$ 237.18	\$ 249.04	\$ 261.49	\$ 274.56	\$ 288.29
Bin 2.0/Frequency 1	\$ 86.18	\$ 97.66	\$ 102.54	\$ 107.67	\$ 113.05	\$ 118.70
Bin 2.0/Frequency 2	\$ 152.34	\$ 174.49	\$ 183.21	\$ 192.37	\$ 201.99	\$ 212.09
Bin 2.0/Frequency 3	\$ 218.44	\$ 251.31	\$ 263.88	\$ 277.07	\$ 290.92	\$ 305.47
Bin 3.0/Frequency 1	\$ 118.43	\$ 135.22	\$ 141.98	\$ 149.08	\$ 156.53	\$ 164.36
Bin 3.0/Frequency 2	\$ 185.68	\$ 217.28	\$ 228.14	\$ 239.55	\$ 251.53	\$ 264.11
Bin 3.0/Frequency 3	\$ 252.95	\$ 299.36	\$ 314.33	\$ 330.05	\$ 346.55	\$ 363.88
Bin 3.0/Frequency 4	\$ 320.20	\$ 381.42	\$ 400.49	\$ 420.51	\$ 441.54	\$ 463.62
Bin 3.0/Frequency 5	\$ 387.43	\$ 463.47	\$ 486.64	\$ 510.97	\$ 536.52	\$ 563.35
Bin 3.0/Frequency 6	\$ 454.69	\$ 545.55	\$ 572.83	\$ 601.47	\$ 631.54	\$ 663.12
Commercial Food Waste						
Barrel - 65 Gal/Frequency 1	\$ 59.62	\$ 68.97	\$ 72.42	\$ 76.04	\$ 79.84	\$ 83.83
Barrel - 65 Gal/Frequency 2	\$ 108.12	\$ 126.30	\$ 132.62	\$ 139.25	\$ 146.21	\$ 153.52
Barrel - 65 Gal/Frequency 3	\$ 153.05	\$ 179.87	\$ 188.86	\$ 198.30	\$ 208.22	\$ 218.63
Barrel - 65 Gal/Frequency 4	\$ 198.29	\$ 233.76	\$ 245.45	\$ 257.72	\$ 270.61	\$ 284.14
Barrel - 65 Gal/Frequency 5	\$ 250.40	\$ 294.86	\$ 309.60	\$ 325.08	\$ 341.33	\$ 358.40
Barrel - 65 Gal/Frequency 6	\$ 288.29	\$ 341.01	\$ 358.06	\$ 375.96	\$ 394.76	\$ 414.50
Bin 1.5/Frequency 1	\$ 178.07	\$ 203.63	\$ 213.81	\$ 224.50	\$ 235.73	\$ 247.52
Bin 1.5/Frequency 2	\$ 310.13	\$ 358.97	\$ 376.92	\$ 395.77	\$ 415.56	\$ 436.34
Bin 1.5/Frequency 3	\$ 432.90	\$ 504.48	\$ 529.70	\$ 556.19	\$ 584.00	\$ 613.20
Bin 1.5/Frequency 4	\$ 554.46	\$ 648.75	\$ 681.19	\$ 715.25	\$ 751.01	\$ 788.56
Bin 1.5/Frequency 5	\$ 674.63	\$ 791.57	\$ 831.15	\$ 872.71	\$ 916.35	\$ 962.17
Bin 1.5/Frequency 6	\$ 795.09	\$ 934.66	\$ 981.39	\$ 1,030.46	\$ 1,081.98	\$ 1,136.08
Bin 2.0/Frequency 1	\$ 220.47	\$ 253.69	\$ 266.37	\$ 279.69	\$ 293.67	\$ 308.35
Bin 2.0/Frequency 2	\$ 398.82	\$ 463.15	\$ 486.31	\$ 510.63	\$ 536.16	\$ 562.97
Bin 2.0/Frequency 3	\$ 563.67	\$ 658.42	\$ 691.34	\$ 725.91	\$ 762.21	\$ 800.32
Bin 2.0/Frequency 4	\$ 729.72	\$ 854.97	\$ 897.72	\$ 942.61	\$ 989.74	\$ 1,039.23
Bin 2.0/Frequency 5	\$ 921.74	\$ 1,078.78	\$ 1,132.72	\$ 1,189.36	\$ 1,248.83	\$ 1,311.27
Bin 2.0/Frequency 6	\$ 1,059.90	\$ 1,245.98	\$ 1,308.28	\$ 1,373.69	\$ 1,442.37	\$ 1,514.49

Table 2 (Continued)

Maximum Proposed Monthly Refuse Rates

Commercial						
<i>Service/Size/Pickup</i>	<i>Current</i>	<i>Effective July 1,</i>				
		<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
Commercial Permanent Roll-Off:						
6 Tons - 40 CY	\$ 437.46	\$ 481.40	\$ 505.47	\$ 530.74	\$ 557.28	\$ 585.14
8 Tons - 10/25/40 CY	\$ 527.15	\$ 582.17	\$ 611.28	\$ 641.84	\$ 673.93	\$ 707.63
Commercial Temporary Roll-Off:						
6 Tons - 40 CY	\$ 460.61	\$ 505.43	\$ 530.70	\$ 557.24	\$ 585.10	\$ 614.36
8 Tons - 10/25/40 CY	\$ 558.01	\$ 614.21	\$ 644.92	\$ 677.17	\$ 711.03	\$ 746.58
Commercial Recycling Roll-Off:						
6 Tons - 40 CY	\$ 168.39	\$ 179.09	\$ 188.04	\$ 197.44	\$ 207.31	\$ 217.68
8 Tons - 10/25/40 CY	\$ 168.39	\$ 179.09	\$ 188.04	\$ 197.44	\$ 207.31	\$ 217.68
Commercial Extra Services:						
Extra Pickup - Commercial Barrel	\$ 25.95	\$ 26.94	\$ 28.29	\$ 29.70	\$ 31.19	\$ 32.75
Extra Pickup - Commercial Bin	\$ 43.23	\$ 44.90	\$ 47.15	\$ 49.51	\$ 51.99	\$ 54.59
Extra Pickup - MultiFamily Bin	\$ 45.31	\$ 47.61	\$ 49.99	\$ 52.49	\$ 55.11	\$ 57.87
Extra Pickup - Compact Bin	\$ 103.27	\$ 108.51	\$ 113.94	\$ 119.64	\$ 125.62	\$ 131.90
Extra Pickup - Green Waste Bin	\$ 69.97	\$ 73.51	\$ 77.19	\$ 81.05	\$ 85.10	\$ 89.36
Extra Pickup - Food Waste Barrel	\$ 24.08	\$ 25.31	\$ 26.58	\$ 27.91	\$ 29.31	\$ 30.78
Extra Pickup - Food Waste Bin	\$ 89.04	\$ 93.55	\$ 98.23	\$ 103.14	\$ 108.30	\$ 113.72
Locking Container	\$ 6.56	\$ 6.82	\$ 7.16	\$ 7.52	\$ 7.90	\$ 8.30
Steam Cleaning (Compactors)	\$ 89.48	\$ 92.95	\$ 97.60	\$ 102.48	\$ 107.60	\$ 112.98
Bulky Item Trip Fee	\$ 41.77	\$ 43.39	\$ 45.56	\$ 47.84	\$ 50.23	\$ 52.74
Bulky Item Fee (each item)	\$ 11.93	\$ 12.39	\$ 13.01	\$ 13.66	\$ 14.34	\$ 15.06
Relocation Fee (Roll-Off)	\$ 89.48	\$ 92.95	\$ 97.60	\$ 102.48	\$ 107.60	\$ 112.98
Tilthopper	\$ 25.95	\$ 26.94	\$ 28.29	\$ 29.70	\$ 31.19	\$ 32.75
Rental Fee (per day)	\$ 24.06	\$ 25.00	\$ 26.25	\$ 27.56	\$ 28.94	\$ 30.39

Residential Refuse Rate Comparison

For comparison purposes, it is not known if all information obtained is complete. Additionally, "Unknown" has been displayed where the information was not available for the city.

Ranked By Total Vendor Charge

<i>Jurisdictions</i>	<i>Service</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Montclair (Current) - Burrtec	\$21.86	\$21.86	\$7.26	\$29.12
Highland - Burrtec	\$22.92	\$22.92	\$3.72	\$26.64
Grand Terrace - Burrtec **	\$23.98	\$23.98	\$4.82	\$28.80
La Verne - Waste Management	\$24.06	\$24.06	Unknown	\$24.06
Montclair (Proposed) - Burrtec	\$24.58	\$24.58	\$7.26	\$31.84
San Bernardino - Burrtec	\$24.92	\$24.92	\$5.37	\$30.29
Colton - Burrtec **	\$25.10	\$25.10	Unknown	\$25.10
Fontana - Burrtec	\$25.55	\$25.55	\$4.16	\$29.71
Rancho Cucamonga - Burrtec	\$25.75	\$25.75	\$4.81	\$30.56
Chino - Waste Management	\$25.94	\$25.94	Unknown	\$25.94
Upland - Burrtec	\$27.43	\$27.43	\$2.12	\$29.55
Rialto - Burrtec **	\$28.19	\$28.19	\$6.95	\$35.14
Pomona - City Provided	\$29.17	\$29.17	Unknown	\$29.17
Ontario - City Provided	\$31.27	\$31.27	Unknown	\$31.27
San Dimas - Waste Management	\$32.14	\$32.14	Unknown	\$32.14
Redlands - Burrtec	\$35.85	\$35.85	Unknown	\$35.85
Average - Excluding Montclair Current Charge		\$27.12		

Since the cities presented vary in the services which are included in the city fee portion, this is a not a direct comparison of the cost applicable to refuse collection and disposal.

Ranked By Total Rate

<i>Jurisdictions</i>	<i>Service</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
La Verne - Waste Management	\$24.06	\$24.06	Unknown	\$24.06
Colton - Burrtec **	\$25.10	\$25.10	Unknown	\$25.10
Chino - Waste Management	\$25.94	\$25.94	Unknown	\$25.94
Highland - Burrtec	\$22.92	\$22.92	\$3.72	\$26.64
Grand Terrace - Burrtec **	\$23.98	\$23.98	\$4.82	\$28.80
Montclair (Current) - Burrtec	\$21.86	\$21.86	\$7.26	\$29.12
Pomona - City Provided	\$29.17	\$29.17	Unknown	\$29.17
Upland - Burrtec	\$27.43	\$27.43	\$2.12	\$29.55
Fontana - Burrtec	\$25.55	\$25.55	\$4.16	\$29.71
San Bernardino - Burrtec	\$24.92	\$24.92	\$5.37	\$30.29
Rancho Cucamonga - Burrtec	\$25.75	\$25.75	\$4.81	\$30.56
Ontario - City Provided	\$31.27	\$31.27	Unknown	\$31.27
Montclair (Proposed) - Burrtec	\$24.58	\$24.58	\$7.26	\$31.84
San Dimas - Waste Management	\$32.14	\$32.14	Unknown	\$32.14
Rialto - Burrtec **	\$28.19	\$28.19	\$6.95	\$35.14
Redlands - Burrtec	\$35.85	\$35.85	Unknown	\$35.85
Average - Excluding Montclair Current Charge				\$29.74

Cities include various items in the city fee portion depending upon what is needed to finance refuse related cleanup processes. Those processes include franchise fees, street sweeping, pavement impact, hazardous materials, administration, graffiti removal, illegal dumping, alleyway cleanup, etc. Since this is based upon the size and needs of the various communities it is difficult to compare.

** These cities are presently in negotiations with Burrtec and therefore the rates present represent the rate currently in existence and not those applicable to fiscal year 2019-2020. It is expected that due to increased costs in providing recyclable disposal services these will increase over those shown above.

Refuse Rate Comparisons Between Jurisdictions

Commercial Refuse Rate Comparison***Ranked By Total Vendor Charge***

<i>Jurisdictions</i>	<i>Service</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Upland - Burrtec	\$164.53	\$164.53	\$0.00	\$164.53
Rancho Cucamonga - Burrtec	\$168.42	\$168.42	\$31.49	\$199.91
Fontana - Burrtec	\$169.53	\$169.53	\$23.12	\$192.65
Montclair (Current)	\$178.58	\$178.58	\$18.89	\$197.47
Highland - Burrtec	\$189.45	\$189.45	\$24.01	\$213.46
Montclair (Proposed)	\$193.68	\$193.68	\$19.77	\$213.45
Chino - Waste Management	\$241.64	\$241.64	Unknown	\$241.64
San Dimas - Waste Management	\$250.61	\$250.61	Unknown	\$250.61

Since the cities surveyed vary in the services included in the city fee portion this is a direct comparison of cost applicable to refuse collection and disposal.

Ranked By Total Rate

<i>Jurisdictions</i>	<i>Service</i>	<i>Total Vendor</i>	<i>City Fees</i>	<i>Total Rate</i>
Upland - Burrtec	\$164.53	\$164.53	\$0.00	\$164.53
Fontana - Burrtec	\$169.53	\$169.53	\$23.12	\$192.65
Montclair (Current)	\$178.58	\$178.58	\$18.89	\$197.47
Rancho Cucamonga - Burrtec	\$168.42	\$168.42	\$31.49	\$199.91
Montclair (Proposed)	\$193.68	\$193.68	\$19.77	\$213.45
Highland - Burrtec	\$189.45	\$189.45	\$24.01	\$213.46
Chino - Waste Management	\$241.64	\$241.64	Unknown	\$241.64
San Dimas - Waste Management	\$250.61	\$250.61	Unknown	\$250.61

RESOLUTION NO. 19-3246

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR SETTING A PROPOSED FIVE-YEAR SCHEDULE OF MONTHLY RESIDENTIAL AND COMMERCIAL MAXIMUM MONTHLY RATE CAPS FOR REFUSE AND SEWER SERVICES AND SETTING REFUSE AND SEWER RATES INITIALLY AT THOSE PROPOSED TO BE EFFECTIVE JULY 1, 2019

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

WHEREAS, on July 24, 2006, the California Supreme Court published its decision on *Bighorn-Desert View Water Agency v. Beringson*, addressing the property-related fee provisions of Proposition 218, and concluding that in relation to water-, refuse-, and sewer-related services where the rates for such services are set by a government agency, such charges are "property-related" fees subject to the public hearing requirements of Proposition 218; and

WHEREAS, Proposition 218 requires that a public hearing shall be conducted not less than 45 days after the mailing of such notice of a public hearing on property-related fee adjustments; and

WHEREAS, if written protests against a proposed property-related fee or charge are presented by a majority of owners of the property owners and ratepayers, the fee adjustment shall not be implemented; and

WHEREAS, if a majority protest is not received from property owners and ratepayers, the proposed rate cap shall go into effect; and

WHEREAS, Chapter 6.16 of the Montclair Municipal Code establishes a mandatory refuse collection program and a process for the collection of service fees related thereto and Chapter 9.20 of the Monclair Municipal Code provides for the design, construction, alteration, use, maintenance, and replacement of the City Sewer System and the collection of appropriate fees that provide for the maximum beneficial use of the City Sewer System, groundwater resources, effluent-receiving waterways, wastewater discharges, and improvements/maintenance of the sewer system; and

WHEREAS, the City has reached its maximum authorization related to adjusting rates for residential refuse services, and future adjustment cannot be made without conducting a Proposition 218 protest hearing; and

WHEREAS, Burrtec Waste Industries, Inc., the City's solid waste hauler and the Inland Empire Utility Agency, the City's sewage processor, are requesting and are authorized annual rate adjustments pursuant to the terms of the existing franchise agreement and sewage processing agreements; and

WHEREAS, the City's General Fund now shares a significant responsibility for supporting the residential refuse programs and that without proposed Proposition 218 rate cap increases and the annual fee-related increases associated therewith, the fiscal viability of the residential refuse programs are jeopardized.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby establishes the maximum caps for residential refuse services below and that such caps for 2019 through 2023 represent a maximum limit, not an immediate rate adjustment, and that reaching the limit of the proposed caps is not expected to occur for approximately 5 years:

Residential					
<i>Service/Size/Pickup</i>	<i>Effective July 1,</i>				
	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
Household Rate	\$ 31.84	\$ 33.43	\$ 35.10	\$ 36.86	\$ 38.70
Bin 1.5/Frequency 1	\$ 123.57	\$ 129.75	\$ 136.24	\$ 143.05	\$ 150.20

BE IT FURTHER RESOLVED that the City Council of the City of Montclair hereby establishes the maximum caps for commercial refuse services contained in **Table 1**, attached as **Appendix 1** and that such caps for 2019 through 2023 represent a maximum limit, not an immediate rate adjustment, and that reaching the limit of the proposed caps is not expected to occur for approximately 5 years.

BE IT FURTHER RESOLVED that the City Council of the City of Montclair hereby establishes the maximum caps for residential and commercial sewer services below and that such caps for 2019 through 2023 represent a maximum limit, not an immediate rate adjustment, and that reaching the limit of the proposed caps is not expected to occur for approximately 5 years:

	<i>Effective July 1,</i>				
	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
Sewage Processing and System Maintenance					
IEUA Pass Through and Maintenance	\$ 28.56	\$ 29.91	\$ 31.33	\$ 32.82	\$ 34.39

BE IT FURTHER RESOLVED that such residential and commercial caps are subject to the Proposition 218 notification process which has been performed, as required. A public hearing was noticed for July 15, 2019, and was continued to and conducted on Monday, July 22, 2019 to provide property owners and ratepayers an opportunity to protest proposed maximum rate caps for residential refuse services in accordance with the requirements of Proposition 218.

BE IT FURTHER RESOLVED that such maximum caps are subject to majority written protest by property owners and ratepayers at a public hearing conducted pursuant to Proposition 218 and that a majority protest of property owners and ratepayers has not been received.

BE IT FURTHER RESOLVED that residential and commercial refuse rates shall be initially set as indicated under the 2019 column above and are effective July 1, 2019.

BE IT FINALLY RESOLVED that rate adjustments up to the proposed maximum rate caps for refuse services effective in 2020 through 2023 shall require City Council approval, either by Resolution or Ordinance, prior to implementation.

APPROVED AND ADOPTED this XX day of XX, 2019.

Mayor Pro Tem

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3246 was duly adopted by the City Council of said city and was approved by the Mayor Pro Tem of said city at an adjourned 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

Table 1
Maximum Proposed Monthly Refuse Rates

Commercial					
<i>Service/Size/Pickup</i>	<i>Effective July 1,</i>				
	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>
Multifamily Commercial:					
Barrel	\$ 31.18	\$ 32.74	\$ 34.38	\$ 36.10	\$ 37.91
Bin 1.5/Frequency 1	\$ 134.47	\$ 141.19	\$ 148.25	\$ 155.66	\$ 163.44
Bin 1.5/Frequency 2	\$ 255.70	\$ 268.49	\$ 281.91	\$ 296.01	\$ 310.81
Bin 1.5/Frequency 3	\$ 376.31	\$ 395.13	\$ 414.89	\$ 435.63	\$ 457.41
Bin 2.0/Frequency 1	\$ 159.50	\$ 167.48	\$ 175.85	\$ 184.64	\$ 193.87
Bin 2.0/Frequency 2	\$ 300.59	\$ 315.62	\$ 331.40	\$ 347.97	\$ 365.37
Bin 2.0/Frequency 3	\$ 440.91	\$ 462.96	\$ 486.11	\$ 510.42	\$ 535.94
Bin 3.0/Frequency 1	\$ 228.61	\$ 240.04	\$ 252.04	\$ 264.64	\$ 277.87
Bin 3.0/Frequency 2	\$ 408.57	\$ 429.00	\$ 450.45	\$ 472.97	\$ 496.62
Bin 3.0/Frequency 3	\$ 587.66	\$ 617.04	\$ 647.89	\$ 680.28	\$ 714.29
Bin 3.0/Frequency 4	\$ 766.02	\$ 804.32	\$ 844.54	\$ 886.77	\$ 931.11
Bin 3.0/Frequency 5	\$ 945.07	\$ 992.32	\$ 1,041.94	\$ 1,094.04	\$ 1,148.74
Bin 3.0/Frequency 6	\$ 1,124.11	\$ 1,180.32	\$ 1,239.34	\$ 1,301.31	\$ 1,366.38
Commercial with Recycling:					
Barrel - 95 Gal/Frequency 1	\$ 38.76	\$ 40.70	\$ 42.74	\$ 44.88	\$ 47.12
Barrel - 95 Gal/Frequency 2	\$ 67.57	\$ 70.95	\$ 74.50	\$ 78.23	\$ 82.14
Barrel - 95 Gal/Frequency 3	\$ 96.06	\$ 100.86	\$ 105.90	\$ 111.20	\$ 116.76
Barrel - 95 Gal/Frequency 4	\$ 124.50	\$ 130.73	\$ 137.27	\$ 144.13	\$ 151.34
Barrel - 95 Gal/Frequency 5	\$ 152.96	\$ 160.61	\$ 168.64	\$ 177.07	\$ 185.92
Barrel - 95 Gal/Frequency 6	\$ 181.43	\$ 190.50	\$ 200.03	\$ 210.03	\$ 220.53
Bin 1.5/Frequency 1	\$ 127.70	\$ 134.09	\$ 140.79	\$ 147.83	\$ 155.22
Bin 1.5/Frequency 2	\$ 239.73	\$ 251.72	\$ 264.31	\$ 277.53	\$ 291.41
Bin 1.5/Frequency 3	\$ 354.35	\$ 372.07	\$ 390.67	\$ 410.20	\$ 430.71
Bin 1.5/Frequency 4	\$ 462.07	\$ 485.17	\$ 509.43	\$ 534.90	\$ 561.65
Bin 1.5/Frequency 5	\$ 566.18	\$ 594.49	\$ 624.21	\$ 655.42	\$ 688.19
Bin 1.5/Frequency 6	\$ 670.30	\$ 703.82	\$ 739.01	\$ 775.96	\$ 814.76
Bin 2.0/Frequency 1	\$ 150.00	\$ 157.50	\$ 165.38	\$ 173.65	\$ 182.33
Bin 2.0/Frequency 2	\$ 279.36	\$ 293.33	\$ 308.00	\$ 323.40	\$ 339.57
Bin 2.0/Frequency 3	\$ 409.18	\$ 429.64	\$ 451.12	\$ 473.68	\$ 497.36
Bin 2.0/Frequency 4	\$ 533.73	\$ 560.42	\$ 588.44	\$ 617.86	\$ 648.75
Bin 2.0/Frequency 5	\$ 655.62	\$ 688.40	\$ 722.82	\$ 758.96	\$ 796.91
Bin 2.0/Frequency 6	\$ 777.59	\$ 816.47	\$ 857.29	\$ 900.15	\$ 945.16
Bin 3.0/Frequency 1	\$ 213.45	\$ 224.12	\$ 235.33	\$ 247.10	\$ 259.46
Bin 3.0/Frequency 2	\$ 376.84	\$ 395.68	\$ 415.46	\$ 436.23	\$ 458.04
Bin 3.0/Frequency 3	\$ 539.85	\$ 566.84	\$ 595.18	\$ 624.94	\$ 656.19
Bin 3.0/Frequency 4	\$ 702.72	\$ 737.86	\$ 774.75	\$ 813.49	\$ 854.16
Bin 3.0/Frequency 5	\$ 865.53	\$ 908.81	\$ 954.25	\$ 1,001.96	\$ 1,052.06
Bin 3.0/Frequency 6	\$ 1,029.09	\$ 1,080.54	\$ 1,134.57	\$ 1,191.30	\$ 1,250.87
Temp. 3.0/ 7 Days Frequency 1	\$ 111.15	\$ 116.71	\$ 122.55	\$ 128.68	\$ 135.11

Table 1 (Continued)
Maximum Proposed Monthly Refuse Rates

Appendix 1

Commercial					
<i>Service/Size/Pickup</i>	<i>Effective July 1,</i>				
	2019	2020	2021	2022	2023
Commercial Greenwaste:					
Bin 3.0/Frequency 1	\$ 184.12	\$ 193.33	\$ 203.00	\$ 213.15	\$ 223.81
Bin 3.0/Frequency 2	\$ 315.06	\$ 330.81	\$ 347.35	\$ 364.72	\$ 382.96
Bin 3.0/Frequency 3	\$ 446.06	\$ 468.36	\$ 491.78	\$ 516.37	\$ 542.19
Bin 3.0/Frequency 4	\$ 577.01	\$ 605.86	\$ 636.15	\$ 667.96	\$ 701.36
Bin 3.0/Frequency 5	\$ 707.95	\$ 743.35	\$ 780.52	\$ 819.55	\$ 860.53
Bin 3.0/Frequency 6	\$ 838.93	\$ 880.88	\$ 924.92	\$ 971.17	\$ 1,019.73
Commercial Compacted:					
Bin 3.0/Frequency 1	\$ 278.93	\$ 292.88	\$ 307.52	\$ 322.90	\$ 339.05
Bin 3.0/Frequency 2	\$ 505.08	\$ 530.33	\$ 556.85	\$ 584.69	\$ 613.92
Bin 3.0/Frequency 3	\$ 730.87	\$ 767.41	\$ 805.78	\$ 846.07	\$ 888.37
Bin 3.0/Frequency 4	\$ 956.64	\$ 1,004.47	\$ 1,054.69	\$ 1,107.42	\$ 1,162.79
Bin 3.0/Frequency 5	\$ 1,182.42	\$ 1,241.54	\$ 1,303.62	\$ 1,368.80	\$ 1,437.24
Bin 3.0/Frequency 6	\$ 1,408.56	\$ 1,478.99	\$ 1,552.94	\$ 1,630.59	\$ 1,712.12
Bin 4.0/Frequency 1	\$ 970.64	\$ 1,019.17	\$ 1,070.13	\$ 1,123.64	\$ 1,179.82
Commercial Recycling (Extra):					
Bin 1.5/Frequency 1	\$ 88.78	\$ 93.22	\$ 97.88	\$ 102.77	\$ 107.91
Bin 1.5/Frequency 2	\$ 162.76	\$ 170.90	\$ 179.45	\$ 188.42	\$ 197.84
Bin 1.5/Frequency 3	\$ 237.18	\$ 249.04	\$ 261.49	\$ 274.56	\$ 288.29
Bin 2.0/Frequency 1	\$ 97.66	\$ 102.54	\$ 107.67	\$ 113.05	\$ 118.70
Bin 2.0/Frequency 2	\$ 174.49	\$ 183.21	\$ 192.37	\$ 201.99	\$ 212.09
Bin 2.0/Frequency 3	\$ 251.31	\$ 263.88	\$ 277.07	\$ 290.92	\$ 305.47
Bin 3.0/Frequency 1	\$ 135.22	\$ 141.98	\$ 149.08	\$ 156.53	\$ 164.36
Bin 3.0/Frequency 2	\$ 217.28	\$ 228.14	\$ 239.55	\$ 251.53	\$ 264.11
Bin 3.0/Frequency 3	\$ 299.36	\$ 314.33	\$ 330.05	\$ 346.55	\$ 363.88
Bin 3.0/Frequency 4	\$ 381.42	\$ 400.49	\$ 420.51	\$ 441.54	\$ 463.62
Bin 3.0/Frequency 5	\$ 463.47	\$ 486.64	\$ 510.97	\$ 536.52	\$ 563.35
Bin 3.0/Frequency 6	\$ 545.55	\$ 572.83	\$ 601.47	\$ 631.54	\$ 663.12
Commercial Food Waste					
Barrel - 65 Gal/Frequency 1	\$ 68.97	\$ 72.42	\$ 76.04	\$ 79.84	\$ 83.83
Barrel - 65 Gal/Frequency 2	\$ 126.30	\$ 132.62	\$ 139.25	\$ 146.21	\$ 153.52
Barrel - 65 Gal/Frequency 3	\$ 179.87	\$ 188.86	\$ 198.30	\$ 208.22	\$ 218.63
Barrel - 65 Gal/Frequency 4	\$ 233.76	\$ 245.45	\$ 257.72	\$ 270.61	\$ 284.14
Barrel - 65 Gal/Frequency 5	\$ 294.86	\$ 309.60	\$ 325.08	\$ 341.33	\$ 358.40
Barrel - 65 Gal/Frequency 6	\$ 341.01	\$ 358.06	\$ 375.96	\$ 394.76	\$ 414.50
Bin 1.5/Frequency 1	\$ 203.63	\$ 213.81	\$ 224.50	\$ 235.73	\$ 247.52
Bin 1.5/Frequency 2	\$ 358.97	\$ 376.92	\$ 395.77	\$ 415.56	\$ 436.34
Bin 1.5/Frequency 3	\$ 504.48	\$ 529.70	\$ 556.19	\$ 584.00	\$ 613.20
Bin 1.5/Frequency 4	\$ 648.75	\$ 681.19	\$ 715.25	\$ 751.01	\$ 788.56
Bin 1.5/Frequency 5	\$ 791.57	\$ 831.15	\$ 872.71	\$ 916.35	\$ 962.17
Bin 1.5/Frequency 6	\$ 934.66	\$ 981.39	\$ 1,030.46	\$ 1,081.98	\$ 1,136.08
Bin 2.0/Frequency 1	\$ 253.69	\$ 266.37	\$ 279.69	\$ 293.67	\$ 308.35
Bin 2.0/Frequency 2	\$ 463.15	\$ 486.31	\$ 510.63	\$ 536.16	\$ 562.97
Bin 2.0/Frequency 3	\$ 658.42	\$ 691.34	\$ 725.91	\$ 762.21	\$ 800.32
Bin 2.0/Frequency 4	\$ 854.97	\$ 897.72	\$ 942.61	\$ 989.74	\$ 1,039.23
Bin 2.0/Frequency 5	\$ 1,078.78	\$ 1,132.72	\$ 1,189.36	\$ 1,248.83	\$ 1,311.27
Bin 2.0/Frequency 6	\$ 1,245.98	\$ 1,308.28	\$ 1,373.69	\$ 1,442.37	\$ 1,514.49

Table 1 (Continued)
Maximum Proposed Monthly Refuse Rates

Appendix 1

Commercial					
<i>Service/Size/Pickup</i>	539.85				
	2019	2020	2021	2022	2023
Commercial Permanent Roll-Off:					
6 Tons - 40 CY	\$ 481.40	\$ 505.47	\$ 530.74	\$ 557.28	\$ 585.14
8 Tons - 10/25/40 CY	\$ 582.17	\$ 611.28	\$ 641.84	\$ 673.93	\$ 707.63
Commercial Temporary Roll-Off:					
6 Tons - 40 CY	\$ 505.43	\$ 530.70	\$ 557.24	\$ 585.10	\$ 614.36
8 Tons - 10/25/40 CY	\$ 614.21	\$ 644.92	\$ 677.17	\$ 711.03	\$ 746.58
Commercial Recycling Roll-Off:					
6 Tons - 40 CY	\$ 179.09	\$ 188.04	\$ 197.44	\$ 207.31	\$ 217.68
8 Tons - 10/25/40 CY	\$ 179.09	\$ 188.04	\$ 197.44	\$ 207.31	\$ 217.68
Commercial Extra Services:					
Extra Pickup - Commercial Barrel	\$ 26.94	\$ 28.29	\$ 29.70	\$ 31.19	\$ 32.75
Extra Pickup - Commercial Bin	\$ 44.90	\$ 47.15	\$ 49.51	\$ 51.99	\$ 54.59
Extra Pickup - MultiFamily Bin	\$ 47.61	\$ 49.99	\$ 52.49	\$ 55.11	\$ 57.87
Extra Pickup - Compact Bin	\$ 108.51	\$ 113.94	\$ 119.64	\$ 125.62	\$ 131.90
Extra Pickup - Green Waste Bin	\$ 73.51	\$ 77.19	\$ 81.05	\$ 85.10	\$ 89.36
Extra Pickup - Food Waste Barrel	\$ 25.31	\$ 26.58	\$ 27.91	\$ 29.31	\$ 30.78
Extra Pickup - Food Waste Bin	\$ 93.55	\$ 98.23	\$ 103.14	\$ 108.30	\$ 113.72
Locking Container	\$ 6.82	\$ 7.16	\$ 7.52	\$ 7.90	\$ 8.30
Steam Cleaning (Compactors)	\$ 92.95	\$ 97.60	\$ 102.48	\$ 107.60	\$ 112.98
Bulky Item Trip Fee	\$ 43.39	\$ 45.56	\$ 47.84	\$ 50.23	\$ 52.74
Bulky Item Fee (each item)	\$ 12.39	\$ 13.01	\$ 13.66	\$ 14.34	\$ 15.06
Relocation Fee (Roll-Off)	\$ 92.95	\$ 97.60	\$ 102.48	\$ 107.60	\$ 112.98
Tilthopper	\$ 26.94	\$ 28.29	\$ 29.70	\$ 31.19	\$ 32.75
Rental Fee (per day)	\$ 25.00	\$ 26.25	\$ 27.56	\$ 28.94	\$ 30.39



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	FIN520
SECTION:	ADMIN. REPORTS	DEPT.:	ADMIN. SVCS.
ITEM NO.:	1	PREPARER:	J. KULBECK
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending June 30, 2019, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2019.

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

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending June 30, 2019.



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	FIN540
SECTION:	ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	2	PREPARER:	L. LEW/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated July 15, 2019; and the Payroll Documentation dated June 23, 2019; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated July 15, 2019, totals \$6,541,559.14; and the Payroll Documentation dated June 23, 2019, totals \$723,291.73 gross, with \$498,013.87 net being the total cash disbursement.

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



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	FIN510
SECTION:	ADMIN. REPORTS	DEPT.:	SUCCESSOR RDA
ITEM NO.:	3	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 2019, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending June 30, 2019.

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

RECOMMENDATION: Staff recommends the City Council acting as Successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 2019.



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	FIN530
SECTION:	ADMIN. REPORTS	DEPT.:	SUCCESSOR RDA
ITEM NO.:	4	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending June 30, 2019, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 06.01.19-06.30.19 in the amounts of \$11,741.06 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending June 30, 2019.



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	FIN545
SECTION:	ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	6	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2019, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 06.01.19-06.30.19 in the amount of \$71,338.27 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending June 30, 2019.



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	FIN525
SECTION:	ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	7	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending June 30, 2019, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2019.

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

RECOMMENDATION: Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2019.



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	FIN545
SECTION:	ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	8	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2019, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 06.01.19-06.30.19 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending June 30, 2019.



AGENDA REPORT

DATE: JULY 22, 2019

FILE I.D.: HSV030

SECTION: AGREEMENTS

DEPT.: HUMAN SVCS.

ITEM NO.: 1

PREPARER: A. COLUNGA

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-58 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO SUPPORT THE MONTCLAIR AFTER-SCHOOL SUMMER EXPANDED LEARNING PROGRAM

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 19-58 with the Ontario-Montclair School District (OMSD) to support the Montclair After-School Summer Expanded Learning Program.

BACKGROUND: The Human Services Department has delivered after-school programs within OMSD schools since 1999. Funding for this program originates from the California Department of Education, After-School Education and Safety (ASES) Supplemental Expanded Learning program through grants made available to local education authorities, such as OMSD. The purpose of the funding is to provide communities with enhanced community-based after-school services in an effort to strengthen healthy child development.

Proposed Agreement No. 19-58 would provide funding for summer expanded learning from May to June 2020 at the following five school sites: Kingsley, Lehigh, Mission, Monte Vista, and Serrano.

The total amount of funding for these school sites, \$125,356.96, would be used to support summer academic, recreational, and enrichment activities for children in the 2020 Summer expanded learning programs.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 19-58, OMSD would provide \$125,356.96 to fund personnel, training, supplies and grant oversight. The term of proposed Agreement No. 19-58 is July 11, 2019, through June 30, 2020.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-58 with the Ontario-Montclair School District to support the Montclair After-School Summer Expanded Program.



AGREEMENT FOR SERVICES

ONTARIO-MONTCLAIR SCHOOL DISTRICT

950 WEST "D" STREET • ONTARIO, CALIFORNIA 91762 • (909) 459-2500

THIS AGREEMENT is made and entered into this 11th day of July, 2019 by and between the Ontario-Montclair School District, hereinafter referred to as the "DISTRICT," and City of Montclair, hereinafter referred to as the "CONSULTANT."

1. SERVICES TO BE PERFORMED BY CONSULTANT

- a) **Scope of Work.** CONSULTANT agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated to by DISTRICT (provide attachment if necessary):

Provide staff and materials for the ASES Supplemental expanded learning program. See Attachment A for details.

- b) **Staffing.** CONSULTANT may, at CONSULTANT's own expense, employ such assistants as CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement. DISTRICT will not train, control, direct, or supervise CONSULTANT's assistants or employees in the performance of those services.
- c) **Independent Contractor.** Consultant is, and shall at all times be deemed to be, an independent contractor and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONSULTANT or any of CONSULTANT's agents or employees. CONSULTANT assumes exclusive responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONSULTANT, its agents and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.
- d) **Public Entity Employee.** If CONSULTANT is a regular employee of a public entity, all services which CONSULTANT renders under this Agreement will be performed at times other than CONSULTANT's regular assigned work day for said entity or during periods of vacation or leave of absence from said entity, using CONSULTANT's own resources.

2. COMPENSATION

- a) **Compensation for Services.** Except as otherwise provided in this Agreement, DISTRICT agrees to compensate CONSULTANT for services rendered under this Agreement as follows:

Not to exceed \$125,356.96; see Attachment B and Schedule A for details.

- b) **Travel Expenses.** DISTRICT will pay no additional amount for travel or other expenses of CONSULTANT under this Agreement unless specified below under section 2(c). Should travel or other expenses be specified below, CONSULTANT shall be entitled to the lesser amount of
 - 1. The not to exceed amount stated, or
 - 2. The actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to this Agreement.
- c) **Summary of Compensation**

Services:	\$125,356.96
Travel Expense:	NA
<hr/>	
Total contract amount not to exceed (<i>services + travel</i>)	\$125,356.96
- d) **Retired STRS or PERS.** If this Agreement is with an individual consultant, CONSULTANT shall notify the DISTRICT whether or not CONSULTANT is a retired member of the California State Teacher's Retirement System (STRS) or the California Public Employees Retirement System (PERS).
- e) **Income Tax.** DISTRICT will not withhold any federal or state income tax for payment made pursuant to this Agreement but, if applicable, will provide CONSULTANT with a statement of earnings at the end of each calendar year. CONSULTANT is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.
- f) **Documentation Required For Payment.** Unless specified below, payment for services and travel shall be made by DISTRICT to CONSULTANT after services/travel has been completed and consultant submits documentation for payment (e.g. consultant invoice).

3. TERM OF AGREEMENT

The term of this Agreement is from July 11, 2019 through June 30, 2020, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. DISTRICT and CONSULTANT may mutually agree in writing to extend the term of this Agreement provided, however, DISTRICT shall not be obligated to pay CONSULTANT any additional consideration unless CONSULTANT undertakes additional services, in which instance the consideration shall be increased as DISTRICT and CONSULTANT shall agree in writing.

4. OBLIGATIONS OF CONSULTANT

- a) **Services Performed.** During the term of this Agreement, CONSULTANT agrees to diligently prosecute the work specified in the "Services to be Performed by Consultant" to completion. CONSULTANT may represent, perform services for, and be employed by such additional clients, persons, or companies as CONSULTANT, in CONSULTANT's sole discretion, sees fit.
- b) **Use of District Space and Resources.** CONSULTANT will provide all space, materials, tools, and instrumentalities required to perform the services under this Agreement at CONSULTANT's expense, and shall not be entitled to reimbursement. CONSULTANT shall not be entitled to any benefits the DISTRICT may make available to its employees, including, but not limited to, office or business equipment, office space, supplies, group health, life insurance, vacation or retirement benefits.

- c) **Regulatory Compliance.** CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- d) **Asbestos Hazard Emergency Response Act (AHERA) and Lead Based Paint Compliance.** CONSULTANT shall comply with the DISTRICT's Asbestos Hazard Emergency Response Act (AHERA) and Lead Based Paint compliance procedures. Prior to starting any construction work at a DISTRICT facility (including demolition, drilling/penetrating, cutting/tearing, sanding, scraping, screwing/unscrewing, or other similar activities) the following requirements must be met:
1. Contact the Facilities Planning and Operations Department (909-418-6366) to discuss the project and the planned method of construction or installation to occur.
 2. Receive and review the District's Asbestos Hazard Emergency Response Act (AHERA) Management Plan Book that identifies the known location(s) of asbestos and/or lead-based paint containing materials for the subject site to confirm these materials will not be disturbed during the course of your work.
 3. Obtain authorization from the Facilities Planning and Operations Department.
- e) **Fingerprinting.** CONSULTANT shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have any contact with the DISTRICT's pupils if CONSULTANT, including but not limited to CONSULTANT if CONSULTANT is among the agents providing services, provides any of the following services: school and classroom janitorial; school site administrative; school site grounds and landscape maintenance; pupil transportation; school site food-related; tutoring, mentoring services. If at any time during the term of this Agreement CONSULTANT is either notified by the Department of Justice or otherwise becomes aware that any employee of CONSULTANT, including CONSULTANT, performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, CONSULTANT agrees immediately to notify the DISTRICT and remove said employee from performing services on this Agreement. CONSULTANT shall certify in writing to the DISTRICT that neither the CONSULTANT nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Education Code section 45122.1 (Exhibit A).
- f) **Indemnification.** CONSULTANT shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONSULTANT's negligent or willful acts and/or omissions in rendering any services hereunder, including but not limited to the negligent or willful acts and/or omissions of CONSULTANT's employees and agents. CONSULTANT shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONSULTANT or any employee/agent of CONSULTANT and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONSULTANT's performance under this Agreement.
- g) **Insurance Requirements.** During the entire term of this Agreement, CONSULTANT shall procure, pay for and keep in full force and effect the following types of insurance:

1. **General Liability Insurance.** Commercial general liability insurance, covering bodily injury liability, property damage liability and personal injury liability of CONSULTANT with respect to the services provided by, or on behalf of, CONSULTANT under this Agreement. The policy limits shall not be less than One Million dollars (\$1,000,000) per occurrence. The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONSULTANT's policy should have an exclusion for sexual molestation or abuse claims, then CONSULTANT shall be required to procure a supplemental policy providing such coverage.
 - a. The DISTRICT requires the Certificate of Liability Insurance to show the DISTRICT as the "Certificate Holder" and "Additional Insured" on the CONSULTANT'S general liability insurance policy. Requested wording in the "Description box" is as follows:

The Ontario-Montclair School District, its departments, officers, agents, and employees are additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named "Insured."

2. **Auto Liability Insurance.** CONSULTANT agrees that services in conjunction with this agreement will be conducted in CONSULTANT's office or at a DISTRICT school site and CONSULTANT will not drive Student in private or commercial vehicle to conduct assessments or conduct other business in conjunction with this agreement. Accordingly, commercial automobile insurance will not be required in conjunction with this agreement. Should CONSULTANT need to provide services in conjunction with this agreement that do require Student transportation in a private or commercial vehicle, the DISTRICT and CONSULTANT will mutually agree on services to be provided, and CONSULTANT will provide insurance as follows: Business auto liability insurance covering the use of "owned, non-owned and hired" autos by or on behalf of CONSULTANT respect to the services to be performed under this Agreement. The policy limits shall not be less than One Million dollars (\$1,000,000) per occurrence. The Auto Liability Insurance policy shall include waiver of subrogation via separate endorsement.
3. **Workers' Compensation Insurance.** This coverage is required unless CONSULTANT provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. CONSULTANT must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Workers' compensation policy shall include waiver of subrogation via separate endorsement.

The policies of insurance described in Paragraph (4g.1-3) listed above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required in Paragraph (4g.1-3) shall be provided to DISTRICT prior to the commencement of services under this Agreement. CONSULTANT agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph (4g.1-3) above without first giving the DISTRICT's Chief Business Official, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, CONSULTANT agrees to immediately provide DISTRICT true and correct copies of all new or revised certificates of insurance.

- h) **Written Consent.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONSULTANT without the prior written consent of DISTRICT.

5. **OBLIGATIONS OF DISTRICT**

- a) **Professional Services.** DISTRICT agrees to comply with all reasonable requests by CONSULTANT and to provide access to all documents reasonably necessary for the performance of CONSULTANT's duties under this Agreement.
- b) **Indemnification.** DISTRICT shall defend, indemnify and hold CONSULTANT and its council members, officers, employees, agents, and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of DISTRICT, its officers, employees, agents, or staff.

6. **TERMINATION OF AGREEMENT**

- a) **Termination without Cause.** Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.
- b) **Termination for Breach.** Should CONSULTANT default in the performance of this Agreement or breach any of its provisions, DISTRICT may terminate this Agreement by giving written notification to CONSULTANT.
- c) **Immediate Suspension/Termination by District.** If at any time during the performance of this Agreement DISTRICT determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, DISTRICT shall have the right to terminate the performance of CONSULTANT's services hereunder by giving written notification to CONSULTANT of its intention to terminate.
- d) **Effect of Termination.** In the event that DISTRICT terminates this Agreement under paragraph (b) or (c) of this Section, CONSULTANT shall only be paid for those services rendered to the date of termination. All cash deposits made by DISTRICT to CONSULTANT, if any, shall be refundable to DISTRICT in full upon termination of this Agreement unless specified to the contrary below.

NA

7. **GENERAL PROVISIONS**

- a) **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONSULTANT. The foregoing addresses may be changed by written notice to the other party as provided herein.
- b) **Validity of Agreement.** This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except DISTRICT may unilaterally amend the Agreement to accomplish the changes listed below:

(1) Increase dollar amounts; (2) Administrative changes; and (3) Changes as required by law.

- c) **Court Findings.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- d) **California Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- e) **Audit.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONSULTANT, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of the DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.
- f) **Contractual/Equitable Remedies.** CONSULTANT agrees that the DISTRICT is the sole entity against whom the CONSULTANT may seek either contractual or equitable remedies, and further agrees not to seek contractual or equitable remedies (including, but not limited to injunctive relief and quantum meruit) against DISTRICT employees or beneficiaries of the Agreement.
- g) **Board of Trustees Approval.** CONSULTANT warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind it hereto. This Agreement shall not become binding upon the DISTRICT until it has been duly approved or ratified by the Board of Trustees.

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

“DISTRICT”

“CONSULTANT”

Signature

Signature

Date

Carolyn Raft, Mayor Pro Tem

Printed Name/Title

Phil Hillman, Chief Business Official

Printed Name/Title

Date

Ontario-Montclair School District
950 West D Street Ontario, CA 91762

Email Address

5111 Benito Street

Street Address

Approved by OMSD Board:

Montclair, CA 91763

City, State, Zip Code

(909) 626-8571

Telephone Number

Attest: _____
Andrea Phillips, City Clerk

Exhibit A

Certification of Compliance with California Education Code Section 45125.1

I hereby certify that all owners and employees of _____ City of Montclair
[name of CONSULTANT] (“CONSULTANT”) who may come in contact with pupils and are required by California Education Code Section 45125.1 to submit or have their fingerprints submitted to the Department of Justice have now done so, that I have received and reviewed the report and that none of the foregoing have been convicted of a felony as defined in California Education Code Section 45122.1. The Ontario-Montclair School District is entitled to rely upon this representation. CONSULTANT hereby agrees to indemnify Ontario-Montclair School District for any and all claims, damages, suits and liability that arise out of, relate to or is associated with a failure of CONSULTANT to comply with California Education Code Section 45125.1 or with a failure to exercise reasonable care with respect to proper selection and/or supervision of CONSULTANT’s employees who may come in contact with pupils.

CONSULTANT INFORMATION

Signature
Carolyn Raft, Mayor Pro Tem

Printed Name/Title

Date

Email Address/
5111 Benito Street

Street Address
Montclair, CA 91763

City, State, Zip Code
(909) 626-8571

Telephone Number

END OF AGREEMENT FOR CONSULTANT SERVICES

Attachment A

CONSULTANT: City of Montclair

Services to be performed by **CONSULTANT:**

CONSULTANT agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated to by **DISTRICT** (provide attachment if necessary):

- I. **CONSULTANT** will provide staff and materials to operate the expanded learning program services at the following sites:
 - a. Kingsley
 - b. Lehigh
 - c. Mission
 - d. Monte Vista
 - e. Serrano
- II. **CONSULTANT** will have the following responsibilities in support of the ASES Supplemental program:
 - a. Coordinate the academic assistance, homework support, and enrichment portions (including time for physical activity) of the ASES Supplemental program at each school site.
 - b. Hire, train, and supervise site staff, including the site coordinators and program leaders.
 - c. Seek regular input from principals regarding performance evaluations, including recommendations for retraining and terminating a site coordinator and/or other site staff.
 - d. Participate in all cross-training for site coordinators and program leaders.
 - e. Maintain ongoing communication between City of Montclair staff and district staff regarding student needs and progress, including, but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
 - f. Coordinate ASES Supplemental activities with appropriate district staff to assure program supports current academic goals.
 - g. Provide academic assistance and other activities specifically supporting, but not duplicating, daytime curriculum and academic goals.
 - h. Foster communication with and involvement of parents.
 - i. Regularly attend and participate in regularly scheduled operation meetings with **DISTRICT** liaison.
 - j. Provide the **DISTRICT**, in a timely manner, with any required documentation, such as, but not limited to, monthly program evaluations, attendance, and supper counts.

Attachment B

CONSULTANT: City of Montclair

Compensation:

- I. Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement as follows:
 - a. **CONSULTANT** will be paid 92.5% of grant award from the California Department of Education (henceforth **CDE**), according to Schedule A, attached hereto.
 - b. Administrative costs may not exceed 7.5% of grant award from **CDE**, according to Schedule A, attached hereto.
 - c. If **DISTRICT** fails to receive ASES Supplemental grant funding, **CONSULTANT** will hold **DISTRICT** harmless for any financial liabilities or obligations it has incurred.
 - d. Timing and amounts of payments will be made according to Schedule A, attached hereto. If the funds received from **CDE** change, a pro rata adjustment to the maximum amount available for payment to **CONSULTANT** will be made.
 - e. **CONSULTANT** fee will only be paid out of funds received by **DISTRICT** from the State and only up to the limits of this agreement.
 - f. **CONSULTANT** is to provide documentation necessary for annual independent audits, in accordance with **CDE** requirements. Any additional audit cost bill to **DISTRICT** due to lack of documentation will be billed to **CONSULTANT** for payment.
 - g. **DISTRICT** may reduce funding if the annual attendance average does not meet at least 75% of the attendance required by **CDE** in a single year or is less than 85% in two consecutive years.

Ontario-Montclair School District
 ASES Payment Schedule—City of Montclair
 July 1, 2019 through June 30, 2020

			Schedule A			
No.	School	Program	Allocation	7.50% Admin	Balance	Tenthly Payment
065	Kingsley	ASES Supplemental	30,177.42	2,263.31	27,914.11	2,791.41
066	Lehigh	ASES Supplemental	33,026.99	2,477.02	30,549.97	3,055.00
071	Mission	ASES Supplemental	20,699.24	1,552.44	19,146.80	1,914.68
072	Monte Vista	ASES Supplemental	33,454.51	2,509.09	30,945.42	3,094.54
382	Serrano	ASES Supplemental	18,162.88	1,362.22	16,800.66	1,680.07
			135,521.04	10,164.08	125,356.96	12,535.70
			135,521.04	10,164.08	125,356.96	12,535.70



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	HSV030
SECTION:	AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	2	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-59 WITH HOPE THROUGH HOUSING FOUNDATION TO ACCEPT FUNDS TO PROVIDE AN AFTER SCHOOL-PROGRAM AT SAN ANTONIO VISTA APARTMENTS COMMUNITY CENTER		

REASON FOR CONSIDERATION: The City is requested to consider accepting funds from the Hope through Housing Foundation to provide the Montclair After-School Program (MAP) at the San Antonio Vista Apartments Community Center.

BACKGROUND: For more than ten years, the Hope through Housing Foundation, a nonprofit corporation, has offered quality after-school academic and enrichment programs to residents and neighbors of the affordable housing communities of National Community Renaissance of California. These programs are offered at no cost to participants and take place in onsite community centers at National Community Renaissance of California developments, allowing children to come home to a familiar and welcoming environment.

The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, the Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality community for all by working together as diverse, committed individuals and organizations." Because of the work of MCC, the City of Montclair has provided MAP since 1999 serving the social, emotional, and educational needs of children in the community.

The Hope through Housing Foundation has partnered with the City to provide MAP at the San Antonio Vista Apartments Community Center. The San Antonio Vista MAP will be aligning with the Ontario-Montclair School District Calendar and will be operated Monday through Thursday afternoons, from 3:00 p.m. to 6:00 p.m. Approval of Agreement No. 19-59 would allow the City of Montclair's After-School Program to continue its partnership with the Hope through Housing Foundation.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 19-59, Hope through Housing Foundation would pay the City of Montclair \$50,218 to provide MAP at San Antonio Vista Apartments Community Center. The term of Agreement No. 19-59 is July 15, 2019 through May 31, 2020.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-59 with Hope through Housing Foundation to accept funds to provide an after-school program at San Antonio Vista Apartments Community Center.

WORK ORDER

Agreement No. 19-59

Work Order: Montclair 19-001
Effective Date: July 15, 2019

This Work Order is entered into as of the Effective Date designated above, by and between Provider and Company (each as designated below). The Parties hereto acknowledged that they are entering into this Work Order pursuant to the provisions of the Master Services Agreement dated as of August 8, 2018, by and between Provider and Company (the “**Agreement**”). The Parties further acknowledge and agree that the provisions of the Agreement are incorporated by reference and will apply to this Work Order as though the provisions were set forth in their entirety.

Party:	PROVIDER	COMPANY
Name:	City of Montclair	Hope Through Housing Foundation
Address:	5111 Benito Street Montclair, CA 91763	9421 Haven Avenue Rancho Cucamonga, CA 91730
Regional Director:	N/A	Sandra Bowers Sbowers@hthf.org

1. Project Name: After-School Program Services (the “**Services**,” as further described in **Section 5** herein) at the following property (the “**Property**”):

San Antonio Vista
10410 Pradera Ave
Montclair, CA 91763

2. Commencement Date: July 15, 2019 **Completion Date:** May 31, 2020

The inclusion of a Completion Date or any term length in this Work Order will in no way impact a Party’s rights to terminate this Work Order pursuant to **Section 2.2 (Work Order)** of the Agreement.

In addition to other ways under the Agreement pursuant to which this Work Order may be extended, it is agreed that the Parties may extend the above specified Completion Date (“**CD**”) via an email transmission sent by one Party to this Work Order to the other and then acknowledged and agreed to by the other Party via an email reply provided that: (i) all other terms of this Work Order will remain in full force and effect; (ii) the emails are sent by the then current Project Managers; and (iii) no other terms are added or amended by the CD extension. Should the Party receiving the requested CD extension fail to acknowledge and agree to the extension in a reply then the request is void and unenforceable.

3. Project Managers:

	For Provider:	For Company:
Name:	Marcia Richter	Sandra Bowers
Address:	5111 Benito Street Montclair, CA 91763	9421 Haven Avenue Rancho Cucamonga, CA 91730
Phone:	909-625-9453	(951) 764-5827
email:	mrichter@cityofmontclair.org	sbowers@hthf.org

4. **Project Fees / Billing:**

(a) In consideration for the Services, Company shall pay Provider a monthly fee in the amount of \$5,021.80 per month for ten (10) months (for Services delivered August 2019 through May 2020), for a total of \$50,218.00 per year.

(b) Provider shall submit invoices to Company on a monthly basis. Along with each such submitted invoice, Provider shall provide a copy of all completed event sign-up sheets or attendance rosters pertaining to any events hosted by Provider during the period represented by such invoice.

(c) All invoices and related documents shall be submitted to Company's Business Manager, Gaby Hoffman, via email to the email address below or to such other email or addressee as Company may designate from time to time:

ghoffman@hthf.org

The other data requested to be sent to Company's Business Manager in **Section 5(a)(v)(e)-(f)** below should also be sent to this email address or to such other email or addressee as Company may designate from time to time.

5. **Description of Services:**

(a) **After-School Program:** Provider will provide the following Services:

(i) **After-School Care:** Provide after-school care services at the Property in accordance with the following:

a. The minimum and maximum number of individuals to be enrolled in each class/activity is to be determined by the Provider, with consultation from Company personnel, taking into consideration the physical space limitations of the Center (as defined below).

b. Individuals to be enrolled in the after-school program shall be screened by and admitted to the program by Provider's Personnel. Provider acknowledges and agrees that Company, the owner(s) of the Property, and their respective officers, employees, agents and representatives will not supervise or participate in the screening or admission process and assume no legal liability arising out of the screening or admission process.

c. Provider will provide the Services free of charge to all participants.

d. Provider's Personnel will be responsible for all progress reports and evaluation of student/participant performance, if applicable.

e. Provider shall be given access to the Property and the Center beginning on July 15, 2019, at dates and times pre-approved in writing by Company Regional Director. Without limiting the foregoing, to the extent Provider would like access to the Property or the Center on any non-program day or outside of the program hours set forth below, Provider must obtain pre-approval in writing from Company Regional Director.

f. After-school program Services shall be provided Monday through Thursday while the Ontario-Montclair School District is in session for the 2019-2020 school year. On regular school days, program hours will be 3:00 p.m. to 6:00 pm. On minimum school days, program hours will be determined by Provider but shall be a minimum of three (3) hours in length and begin shortly after the school day ends. On each day of programming, Provider shall have access to and its staff

will be present at the Center for thirty (30) minutes prior to and thirty (30) minutes after the three (3) hours of programming to allow for set up and clean up.

g. Provider shall obtain and maintain all necessary documentation from the parent(s) or guardian(s) of each minor student/participant allowing them to participate in the Services/program, including all documentation necessary to establish and maintain compliance with all Applicable Law. In addition, Provider shall obtain a written release of liability for each student/participant, executed by their parent(s) or guardian(s). Provider shall ensure that Company, the owner(s) of the Property, and the managing agent(s) of the owner(s), are listed as additional released parties for each written release. Provider shall, similarly, draft any permission slips for parent(s) or guardian(s) releasing Company, the owner(s) of the Property, and the managing agent(s) of the owner(s) as additional released parties.

h. Provider will ensure that all Provider Personnel will be properly trained and sufficiently capable to provide the Services. Provider shall ensure that all on-site Personnel and volunteers that will have any participation engagement with attendees and/or participants in the Provider Services/programs that involve minors are subject to, and have completed, both the fingerprint clearance requirement under Applicable Laws (including California state law) and have completed the health screening in accordance with Applicable Law.

i. The Services, program and program development will be supervised, managed, and operated by the Provider. Provider shall supervise its Personnel involved in the Services and programming at the Property, which may be employees and may be supplemented by volunteers, at Provider's discretion and election. Provider shall bear the cost of all supplies, materials, staff and supervision relating to the Services. At all times during which Provider is making use of the Property, an onsite individual staff member or employee of Provider shall be designated as the representative responsible to ensure that the provisions of the Parties' Agreement and this Work Order are enforced and complied with. Provider acknowledges and agrees that Company, the owner(s) of the Property, and their respective officers, employees, agents or representatives will not supervise or participate in and assume no legal liability arising out of the Services or program operation.

(ii) **Initial Contact:** Ensure contact is made with Company Regional Director before the commencement of Services at the Property.

(iii) **Programming:** Provide programming that leads toward the following outcomes:

- a. Improved academic readiness (homework completed).
- b. Increased career readiness and future orientation and outlook.
- c. Improved character development and decreased tolerance for bullying/violence.

- d. A healthy snack according to CACFP guidelines.
- e. Physical recreation or movement.

(iv) **Recruitment/Retention:**

- a. Develop and distribute marketing materials for programs and Services.
- b. Document attendance on a sign in sheet.

c. Support marketing and recruitment for additional services (e.g., Supplemental Education Services).

d. Develop community engagement strategies to increase attendance and participation.

(v) **Communication:**

a. Establish a 10-15-minute monthly meeting with assigned Company Regional Director, or as needed.

b. Immediately notify the Company Project Manager, Company Regional Director, and Property Management Staff of any program closures or minimum days.

c. Immediately notify Company Project Manager, Company Regional Director, and Property Management Staff of any injuries or incidents. Complete the special incident report form attached as **Exhibit 1** hereto.

d. Notify Company Project Manager, Company Regional Director, and Property Management Staff of the applicable Property fourteen (14) days in advance of any event planned to occur on a Property so as to allow for the proper logistical coordination as appropriate.

e. Submit cumulative daily attendance data to the Company Regional Director on Monday of each week showing the prior week's data. Submit individual participant daily attendance data to the Company Business Manager by 10th business day following the month's end showing the prior month's data.

f. On no less than a quarterly basis, submit proof of program outputs and outcomes regarding the focus areas outlined in **Section 5(a)(iii)** to the Company Business Manager. The proof may include, but is not limited to, a copy of the curriculum calendar, scans of student work, and pictures of youth in action.

(vi) **Program Development and Sustainability:**

a. Support Company's fundraising and grant writing strategy for all Services and/or Services at the Property, as requested.

b. Submit monthly reports of the previous month's activities, classes, and special events to Company Regional Director.

c. Participate in Company's program promotion events, such as community meetings and events as requested.

d. Give residents of the Property "first priority" in any and all Services being offered at the Property and give residents of Vista Del Cielo, located at 10319 S Mills Ave., Montclair, CA 91763, "second priority" with regard to the Services.

e. Ensure proper liability insurance coverage is on file for vendors/employees engaging in business activities at the Property.

f. Provide adequate supervision of daily program operations and ensure child supervision, including the appropriate child-to-supervisor ratio, required by any Applicable Law.

g. Fulfill any and all requirements necessary to maintain all necessary licenses and/or permits.

h. Maintain a clean facility during all seasons of programming (cleaning supplies will be provided by Property Management).

(b) **Company will:**

(i) **Recruitment/Retention:** Assist in developing reasonable community engagement strategies to increase attendance and participation.

(ii) **Communication:**

a. Support Provider communication with Property Management.

b. Provide reasonable assistance with respect to the coordination of Provider's events on the Property upon request therefore.

(iii) **Program Development and Sustainability:**

a. Provide reasonable access to computers, furniture and internet access at the Property at which the Services are being provided.

b. Provide reasonable access to Provider to the facilities located at the Property, including priority for programming, meetings and access to office space where available, as may be reasonably necessary for the provision of the Services.

c. Either directly or coordinated through Property Management or the owner(s) of a Property, arrange for routine and ongoing maintenance and repairs and routine trash removal.

d. Company shall provide paper products for and cleaning the restrooms and replacing light bulbs in fixtures within the Premises.

(c) **Permitted Use of the Property:**

(i) Company is authorized under non-exclusive licenses, as part of its agreements with the owner(s)/operator(s) of the Property, to utilize certain portions of the common areas of the Property, including portions of the community room(s) available at the Property (the "Center"), for the purpose of providing and delivering service amenities to residents at the Property.

(ii) The Provider is hereby issued a non-exclusive license for temporary use of the Center and the designated portions of the Property for the provision of the Services, during the days and times noted above, and shall use only those portions of the Property or Center as indicated on the site maps attached hereto as **Exhibit 2** during the days and times noted above.

(iii) The Provider's use of the Property and/or Center as provided in this Agreement shall be in accordance with the following terms and conditions:

a. The Provider shall not do, bring, or keep anything in, on, or about any Property or Center that will cause a cancellation, suspension, or activation of an exclusion of any insurance coverage covering such Property or Center and/or any owner's affordable housing programs at such Property.

b. The Provider shall strictly comply with all local, state and federal laws, rules and regulations relating to the use and occupancy of the Property.

c. The Provider shall strictly comply with all Property rules and/or ordinances or other restrictive provisions imposed on the Property (or portion thereof) by the owner(s) of the Property via a lease with the Company or otherwise.

d. The Provider shall not use any Property, or any portion thereof, in a manner that will constitute waste, nuisance, or unreasonable annoyance to owners, residents, or occupants thereof or of adjacent properties or buildings, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Center.

e. The Provider shall not do or allow anything at any Property that will cause damage thereto or to any Center. No machinery, apparatus, or other appliances shall be used or operated in or on the Property or Center that will in any manner injure, vibrate, damage, or disturb the Property.

f. Provider agrees to maintain the Center and the common areas made available to Provider in the same initial condition as when provided for under this Agreement, and to monitor students/participants adequately to ensure that the Center, the common areas, and the Property are not damaged or worn unreasonably in consideration of the intended use.

g. The Provider agrees to assume the cost of all repairs to the Center, the common areas, and/or the Property necessitated by Provider's (or its Personnel's or attendees') use thereof, other than normal wear and tear.

h. In the event that any owner of any Property, in its sole discretion, determines that Provider, its Personnel, or its attendees are engaged in an activity that disturbs the quiet enjoyment of the residents or residential use of such Property, and Company is notified thereof, either in writing or verbally, of the disturbance, Company shall notify Provider to cease and desist from such activity until such time as Company and Provider can determine a less disturbing course of action. Provider shall immediately discontinue any such disturbing activity upon any notice from Company.

i. Provider's signage and logos shall not be placed on or about any Property or Center without the express, prior written consent of Company, as applicable. Appropriate signage for hours of operation and scheduling shall be considered pre-approved so long as the signage is not attached to any Center or Property in such a manner as to damage the surface to which it is attached and so long as it is no larger than a standard eight and one-half inch (8 1/2") by eleven-inch (11") page. No signage shall block vision through any windows at any Center or Property and no windows or glass doors shall be painted, covered, decorated, or otherwise obscured by Provider or its attendees. Further, Provider shall not block, in any manner, any ingress or egress from any door or window that is within any Center or Property, nor take any action or undertake any conduct to defeat any locking or auto-closing technology on any door or window.

j. Upon expiration or termination of this Work Order, Provider shall remove all of its property, equipment, records, and other effects, and shall clean, repair and deliver the Center and Property in the same condition as each was made available to Provider at the commencement of the term hereof without delay.

k. Provider and its staff shall comply with all parking rules at the Property and shall instruct all attendees to also comply.

6. **Subcontracting:** Provider shall not subcontract the Services.

IN WITNESS WHEREOF, the Parties to this Work Order, each acting with proper authority, have signed this Work Order either by manual signature or by electronic signature (as evidenced below) as of the Effective Date designated above.

PROVIDER:

By: _____

Name: _____

Title: _____

Date: _____

COMPANY:

By: _____

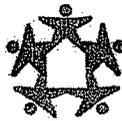
Name: Gregory Bradbard

Title: President

Date: _____

**EXHIBIT 1
ACCIDENT/INCIDENT REPORT FORM**

See attached.



HOPE through HOUSING
FOUNDATION
INCIDENT REPORT FORM

Date of Incident: _____ Time: _____ AM/PM

Report Prepared By: _____ Date Reported: _____

Social Service Program: _____

Staff of Program: _____

Property: _____ Location of Incident: _____

Type of incident: _____

Description of incident:

Names of Individual(s) involved (include contact information, unit #, etc.): _____

Names of Witness(s) (include contact information, unit #, etc.): _____

Injuries? YES NO Type of Injury: _____

Names & Contact Information of Individual(s) injured (include phone number, address, unit #, etc.):

Sought Medical Attention? YES NO, medical attention was not desired and/or required

Name of Hospital/Physician: _____

Theft? YES NO Item(s): _____ Value: _____

Property Damage/Vandalism? YES NO Type of Damage: _____

Child(ren) Involved YES NO Age(s): _____

Names & Contact Information of Parent(s) (include phone number, address, unit #, etc.): _____

Police/Emergency Responders Contacted? YES NO

Police Report #: _____ Officer Name/Badge # _____

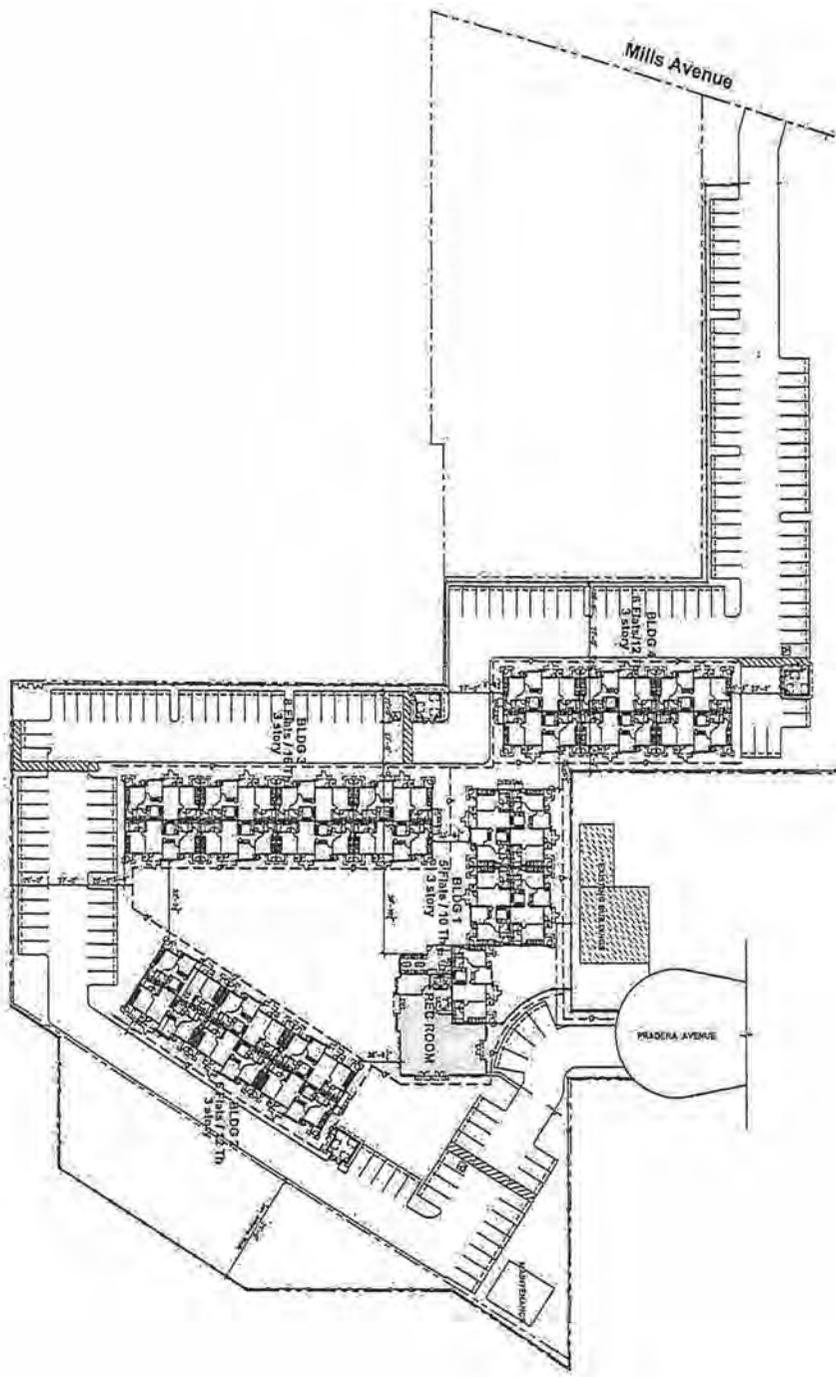
Additional Comments: _____

Incident Requires Follow Up? YES NO By Who: _____

Complete and submit the incident report within 24 hours of occurrence to either the Social Services Coordinator, Regional Director or fax to our Corporate Office at 909-483-2448.

**EXHIBIT 2
SITE MAP**

See attached.



Site Plan
 1/22/2019 2:05:11 PM
 Andrew Blawie



ARCHITECT COULT ARCHITECTS 1000 North 10th Street Suite 200 Montclair, NJ 07042 Tel: 973-381-1111 Fax: 973-381-1112 www.coults.com	Montclair Affordable Multifamily Housing - Site Plan		SHEET NO. 1/1
	DATE 07/22/2019	DRAWN BY AB	



AGENDA REPORT

DATE: JULY 22, 2019

FILE I.D.: HSV043/GRT125

SECTION: AGREEMENTS

DEPT.: HUMAN SVCS.

ITEM NO.: 3

PREPARER: A. COLUNGA

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-64 WITH KAISER FOUNDATION HOSPITALS, ONTARIO, TO ACCEPT A GRANT AWARD TO IMPROVE SOCIAL DETERMINANTS OF HEALTH THROUGH MONTCLAIR PROMOTORAS (COMMUNITY HEALTH WORKERS)

CONSIDER AUTHORIZING CITY MANAGER EDWARD C. STARR TO SIGN AGREEMENT NO. 19-64 WITH KAISER FOUNDATION HOSPITALS, ONTARIO

REASON FOR CONSIDERATION: The City Council is requested to consider Agreement No. 19-64 accepting a grant award from Kaiser Foundation Hospitals, Ontario, to improve social determinants of health through the Montclair Promotoras.

BACKGROUND: : Since 1978, the Montclair Medical Clinic has served the community offering physical exams, general family practice care, referral for low-cost laboratory, radiology and mammogram services, and limited gynecological services. Kaiser Foundation Hospitals, Ontario awards funding to human service organizations that address one of their priority areas; such as access to health care, selected by the City.

The traditional medical model that is currently being used is rooted in downstream methods of addressing health such as the number of clinic visits and the number of chronic conditions. In addition, there is a need to move towards the upstream methods of addressing health, which include the social determinants of health (SDOH). An evidenced-based SDOH assessment to refer patients to the care that is needed outside of clinic walls will be utilized in the proposed program. Montclair Promotoras (formerly *Por La Vida Consejeras*) will work directly with local service providers to connect patients to the resources and services they need most and to directly educate the patients on how to improve their lifestyles.

The goal of the project is to increase quality of life and access to care in the City of Montclair through the following objectives: Train four “Promotoras” (community health workers) to conduct social determinants of health assessments; refer patients to services to improve their social determinants of health; and conduct health education.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 19-64, Kaiser Foundation Hospitals, Ontario would grant \$10,000 to the City for stipends. The term of the grant is July 1, 2019 through June 30, 2020.

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

1. Approve Agreement No. 19-64 with Kaiser Foundation Hospitals, Ontario, to accept a grant award to improve social determinants of health through Montclair Promotoras (community health workers).
2. Authorize City Manager Edward C. Starr to sign Agreement No. 19-64 with Kaiser Foundation Hospitals, Ontario.

LETTER OF AGREEMENT
KAISER FOUNDATION HOSPITALS, ONTARIO
COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM

This Letter of Agreement (hereinafter "Agreement") is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and **City of Montclair**, a charter city organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$10,000.00 for a one year funding period beginning 7/1/2019 through 6/30/2020 for Montclair Promotoras Increasing Access to Care**. Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a charter city organized in the State of California and not subject to federal or state income tax.
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grant Summary.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Work Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
 - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
 - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
 - (c) Any portion of the funds is not used for the approved purpose
 - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.
6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the

Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Work Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Work Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Community Benefit - Letter of Agreement

Kaiser Foundation Hospitals

By: 
Greg K. Christian
Senior Vice President, Area Manager

6-24-19
Date

Grantee

By: _____
Edward Starr
City Manager
City of Montclair

Date

LETTER OF AGREEMENT
Attachment

GRANT SUMMARY

GRANT NUMBER: 8758	DATE AUTHORIZED: June 12, 2019
GRANTEE NAME: City of Montclair	AMOUNT: \$10,000.00 over 12 months
CONTACT, TITLE: Alyssa Colunga, Administrative Analyst	
TELEPHONE: 909-625-9459	
CB PROJECT MANAGER: Martha Valencia Phone: (909) 427-5268 Email: martha.r.valencia@kp.org	
GRANT PURPOSE: Montclair Promotoras Increasing Access to Care	
GRANT OBJECTIVES:	
<ul style="list-style-type: none"> • At least 50% of patients assessed will be reached via promotora follow-up to be referred to services • Health education will be provided to 50 participants • Provide training to at least 4 promotoras to deliver health education and assist with the social determinants of health assessment 	
GRANT PERIOD:	
Start date: 7/1/2019	End Date: 6/30/2020

NARRATIVE AND FINANCIAL REPORTS DUE:

Requirement	Due Date
Final Report	8/1/2020



AGENDA REPORT

DATE: JULY 22, 2019

FILE I.D.: MCF150/MCF175

SECTION: AGREEMENTS

DEPT.: HUMAN SVCS./MCF

ITEM NO.: 4

PREPARER: A. COLUNGA

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-65 WITH KAISER FOUNDATION HOSPITALS, ONTARIO, TO ACCEPT A GRANT AWARD FOR THE MONTCLAIR TO COLLEGE PROGRAM

CONSIDER AUTHORIZING THE APPROPRIATION OF FUNDS AWARDED FOR THE MONTCLAIR TO COLLEGE PROGRAM

CONSIDER AUTHORIZING EXECUTIVE DIRECTOR EDWARD C. STARR TO SIGN AGREEMENT NO. 19-65 WITH KAISER FOUNDATION HOSPITALS, ONTARIO

REASON FOR CONSIDERATION: The Montclair Community Foundation Board of Directors is requested to consider approval of Agreement No. 19-65 accepting a grant from the Kaiser Foundation Hospitals, Ontario, for the Montclair to College (MTC) Program and appropriation of funds awarded.

BACKGROUND: The Montclair Community Foundation (MCF) was awarded grant funding from Kaiser Foundation Hospitals, Ontario to for the Montclair to College program (MTC) to increase college readiness by assisting students and their parents in obtaining the tools necessary to succeed in school and in life.

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

The MTC program, previously known as Online to College, was established in 1998 to offer Montclair students the opportunity to attend Chaffey College through a scholarship that includes tuition, books, parking and other necessary fees. The program began at three Montclair Elementary schools and later expanded to include all elementary schools. MTC continued to evolve, in 2015 began MTC began at the 9th grade level at Montclair High School (MHS) to allow for more consistency within the program.

MTC allows MHS students the opportunity to receive the scholarship if they complete the following:

- Maintain continuous enrollment at MHS from 9th to 12th grade;
- Enroll in the MTC program annually;
- Earn five hours of community service at a non-profit and submit those hours annually;
- Attend MTC activities (MTC workshops, graduation, MTC Chaffey College Orientation, etc.);

- 12th grade students complete a FAFSA/Dream Act application before graduation; and
- Successfully graduate from MHS without significant disciplinary action and earn, at least, a 2.0 cumulative GPA

Kaiser Foundation Hospitals, Ontario has awarded MCF grant funding to support the MTC program. The budget approved by Kaiser Foundation Hospitals is below for the MCF Board’s consideration:

Program Expense	Total Budget
Event Costs	\$ 4,500.00
Translation	\$ 500.00
Total Funding from Kaiser Foundation Hospitals	\$ 5,000.00

FISCAL IMPACT: Kaiser Foundation Hospitals, Ontario has approved to award the Montclair Community Foundation, Inc. a grant of \$5,000 for Montclair to College. There will be no direct fiscal impact on the Montclair Community Foundation as a result of the Board’s approval of Agreement No. 19-65.

The term of Agreement No. 19-65 is July 1, 2019 through June 30, 2020.

RECOMMENDATION: Staff recommends the Montclair Community Foundation Board of Directors take the following actions:

1. Approve Agreement No. 19-65 with Kaiser Foundation Hospitals, Ontario, to support Montclair to College.
2. Authorize the appropriation of funds awarded for the Montclair to College Program.
3. Authorize Executive Director Edward C. Starr to sign Agreement No. 19-65 with Kaiser Foundation Hospitals, Ontario.

LETTER OF AGREEMENT
KAISER FOUNDATION HOSPITALS, ONTARIO
COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM

This Letter of Agreement (hereinafter "Agreement") is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and **Montclair Community Foundation**, a California nonprofit, public benefit corporation, that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$5,000.00 for a one year funding period beginning 7/1/2019 through 6/30/2020 for Montclair to College**. Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a California nonprofit, public benefit corporation, that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grant Summary.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Work Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
 - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
 - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
 - (c) Any portion of the funds is not used for the approved purpose
 - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.
6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate

concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Work Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Work Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Kaiser Foundation Hospitals

By:  6-24-19
Greg K. Christian
Senior Vice President, Area Manager
Date

Grantee

By: _____
Edward Starr
Executive Director
Montclair Community Foundation
Date _____

LETTER OF AGREEMENT
Attachment

GRANT SUMMARY

GRANT NUMBER: 8764	DATE AUTHORIZED: June 12, 2019
GRANTEE NAME: Montclair Community Foundation	AMOUNT: \$5,000.00 over 12 months
CONTACT, TITLE: Alyssa Colunga, Administrative Analyst	
TELEPHONE: 909-625-9459	
CB PROJECT MANAGER: Martha Valencia Phone: (909) 427-5268 Email: martha.r.valencia@kp.org	
GRANT PURPOSE: Montclair to College	
GRANT OBJECTIVES:	
<ul style="list-style-type: none"> • Engage at least 20 parents in college readiness activities by hosting at least 6 Montclair to college activities for parents • Engage at least 400 students by hosting at least 4 Montclair to College activities for students 	
GRANT PERIOD:	
Start date: 7/1/2019	End Date: 6/30/2020

NARRATIVE AND FINANCIAL REPORTS DUE:

Requirement	Due Date
Final Report	8/1/2020



AGENDA REPORT

DATE: JULY 22, 2019

FILE I.D.: PUB355

SECTION: AGREEMENTS

DEPT.: PUBLIC WORKS

ITEM NO.: 5

PREPARER: M. MCGEHEE

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 19-67 WITH H&H ELEVATOR SERVICES FOR ELEVATOR SERVICE AND MAINTENANCE AT THE MONTCLAIR POLICE FACILITY

REASON FOR CONSIDERATION: Elevators are required by the State of California to have certain monthly and yearly maintenance and testing completed by a qualified and licensed elevator service company. Agreement No. 14-56 with Integrity Elevators expires on June 30, 2019, and will not be renewed by the contractor this year. New contracts for services require City Council Approval.

A copy of proposed Agreement No. 19-67 with H&H Elevator Services is attached for review and consideration by the City Council.

BACKGROUND: Agreement No. 14-56 with Integrity Elevator, Inc., for elevator service and maintenance at the Police Facility expires on June 30, 2019. Unfortunately, Integrity Elevator, Inc. will not be renewing their agreement this year. Staff has solicited bids for elevator services and found that H&H Elevator Services was the lowest responsible bidder for this work. Bid results are listed below for your review. The City Council is requested to consider approval of Agreement No. 19-67 with H&H Elevator Services to continue elevator service and maintenance at the Montclair Police Facility.

Vendor	Annual Cost
H&H Elevator Services	\$2,280.00
ThyssenKrupp Elevator Service	\$3,221.64
Elevator Support Services	\$2,700.00

FISCAL IMPACT: The cost to provide elevator service and maintenance is \$2,280 per year. Funds for this purpose are included in the Fiscal Year 2019-20 City budget under Public Works/Building Maintenance.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 19-67 with H&H Elevator Services for elevator service and maintenance at the Montclair Police Facility.

**CITY OF MONTCLAIR
MONTCLAIR POLICE FACILITY
ELEVATOR SERVICE AGREEMENT FOR MAINTENANCE
AND REQUIRED SAFETY TESTING SERVICES**

THIS AGREEMENT is made and effective as of July 1, 2019 between the City of Montclair, a municipal corporation ("City") and Hartman and Hartman Elevator Services, Incorporated, a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the 1st day of July, 2019, and shall remain and continue in effect for a period of 1 year 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. After the initial first year of this Agreement, if agreeable to both the City and CONTRACTOR, this Agreement may be extended for three additional three-year terms.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

City's Facilities and Grounds Superintendent shall represent City in all matters pertaining to the administration of this Agreement, and review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to be performed or change the compensation due to Contractor. 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 Contractor's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. This amount

shall not exceed \$2,280.00 annually for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor 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. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work not to exceed twenty percent (20%) of the total amount of in subparagraph (a) above. Any additional work in excess of this amount shall be approved by the City Council.

(c) Contractor 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 Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONTRACTOR

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

(b) If the City Manager or his/her delegate determines that the Contractor 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 Contractor a written notice of the default. The Contractor 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 Contractor 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) Contractor 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. Contractor 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. Contractor 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, Contractor shall make available to the City, at the Contractor'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 Contractor's services, to the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees or subcontractor's (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, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in

whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor. Said indemnification shall include any claim that Contractor, or Contractor'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. Said obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above even if the Indemnified Parties are actively negligent, except that it shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnified Parties. The Contractor's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor 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 Contractor 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 Contractor 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, Contractor 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 \$3,000,000 per occurrence for bodily injury, personal injury and property damage, and \$5,000,000 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 \$3,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

(3) **Workers Compensation:** Workers Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(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:

- i. Be limited to "Ongoing Operations"
- ii. Exclude "Contractual Liability"
- iii. Restrict coverage to the "Sole" liability of contractor
- iv. Exclude "Third-Party-Over Actions"
- v. 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)(3) 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 Contractor from waiving the right of subrogation prior to a loss. Contractor 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 Contractor, 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, Contractor 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 Contractor under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage. Contractor 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 Contractor until Contractor 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 Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor 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 Contractor'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, Contractor 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 Subcontractors. Contractor shall be responsible for causing Subcontractors 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 Subcontractor's policies.

11. INDEPENDENT CONTRACTOR

(a) Contractor 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 Contractor shall at all times be under Contractor'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 Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Contractor 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 Contractor 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 Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, 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 Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractor's, 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 Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractor's 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 Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. 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) Contractor 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. Contractor 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 subcontractor. Contractor further covenants that Contractor 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 Contractor and/or its subcontractor's 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:

Mr. Michael D. McGehee
Facilities and Grounds Superintendent
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant:

Mr. Mark Ortiz
H&H Elevator Services
PO Box 9420
Alta Loma, Ca 91701

17. LICENSES

At all times during the term of this Agreement, Contractor 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.

18. GOVERNING LAW

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

19. 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. In the event of any conflict between the provisions of Exhibit "A" attached hereto and this Agreement, the provisions of this Agreement shall control.

20. CONFIDENTIALITY

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

21. DISCRIMINATION

The Contractor 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 Contractor agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

CONTRACTOR

**CITY OF MONTCLAIR,
CALIFORNIA**

**HARTMAN AND HARTMAN ELEVATOR
SERVICES INCORPORATED**

By: _____
Carolyn Raft, Mayor Pro Tem

By: _____
Mark Ortiz, Sales Manager

Attest: _____
Andrea Phillips, City Clerk

Approved as to form:

Diane E. Robbins, City Attorney

AMENDMENT TO AGREEMENT NO. 18-32

WITH

WEST COAST ARBORISTS

FOR

TREE MAINTENANCE SERVICES

This agreement is made effective this 1st day of July 2019, by and between the CITY OF MONTCLAIR, a municipal corporation hereinafter designated as "City," and WEST COAST ARBORISTS, hereinafter designated as "Contractor," and collectively designated as the "Parties."

RECITALS

WHEREAS, Parties have previously entered into Agreement No. 18-32 on June 4, 2018, for tree maintenance services; and

WHEREAS, Agreement No. 18-32 expires on June 30, 2019; and

WHEREAS, City desires to amend current insurance requirements on new Agreements; and

WHEREAS, Contractor requires additional time, beyond the beginning of the new fiscal year, to obtain quotes for the newly required insurance coverage; and

WHEREAS, Parties desire to extend this Agreement through August 22, 2019, to allow Contractor time to obtain newly required insurance coverage,

AGREEMENT

NOW, THEREFORE, IT IS AGREED by and between City and Contractor to amend the expiration date of Agreement No. 18-32 to August 22, 2019.

BE IT FURTHER AGREED by and between City and Contractor that Section IV of Agreement No. 18-32 be amended to state as follows:

Indemnification.

Defense, Indemnity and Hold Harmless: Contractor shall hold harmless, indemnify and defend City, and its officers, officials and employees (collectively, the "Indemnified Parties"), from and against all claims, losses, damages, liabilities, costs and expense, including attorney fees, arising out of the work to be performed by Contractor herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Contractor, including its subcontractors, employees, agents and other persons performing work for Contractor.

Contractual Indemnity: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against all claims, losses, damages, liabilities, costs and expense, including attorney fees, arising out of the performance of this Agreement by Contractor, including its subcontractors, employees, agents and other persons performing work for Contractor, including all negligent acts or omissions, or intentional misconduct of Contractor, including its subcontractors, employees, agents and other persons performing work for Contractor. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Contractor's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgment of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

Subcontractors: Contractor agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth herein from each and every Subcontractor or Subconsultant or other person or other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible for each and every Subcontractor, Subconsultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties. These indemnification provisions are independent or and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

BE IT FURTHER AGREED by and between City and Contractor that Section VIII of Agreement 18-32 be amended to state as follows:

Insurance.

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Contractor 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, Contractor agrees to amend, supplement or endorse the policies to do so.

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$20,000,000 per occurrence, and \$25,000,000 in the aggregate.
- (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 \$5,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) **Workers’ Compensation:** Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) **Professional Liability:** Professional Liability insurance with limit of not less than \$5,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

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

- (1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional

insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

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

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

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

(2) Auto Liability

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

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

(3) Workers' Compensation

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

(c) **Notice of Cancellation**

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

(d) **Waiver of Subrogation**

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the

indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

(f) Deductible or Self-Insured Retention

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

(g) Contractual Liability/Insurance Obligations

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

(h) Failure to Maintain Coverage

Contractor 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 Contractor until Contractor 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 Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor 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 Contractor's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

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

BE IT FURTHER AGREED by and between City and Contractor that the first paragraph of Section X of Agreement 18-32 be amended to state as follows:

Performance of Work.

If the work performed by CONTRACTOR is not satisfactory, the CITY's Public Works Superintendent or his designated representative may suspend the Agreement for any period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the CONTRACTOR for or during any time of such suspension or after termination.

BE IT FURTHER AGREED by and between City and Contractor that except as provided above, all other terms of Agreement 18-32 shall remain as set forth therein.

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

CITY

CONTRACTOR

CITY OF MONTCLAIR, CALIFORNIA

WEST COAST ARBORISTS

By: _____
Carolyn Raft, Mayor Pro Tem

By: _____
Name/Title:

Attest: _____
Andrea Phillips, City Clerk

By: _____
Name/Title:

Date

Date

Approved as to form:

Diane E. Robbins, City Attorney



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	ADM 110-05
SECTION:	AGREEMENTS	DEPT.:	CITY MGR.
ITEM NO.:	7	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-69 WITH CIVIC PUBLICATIONS, INC., TO PROVIDE PUBLIC EDUCATION AND COMMUNITY OUTREACH SERVICES		

REASON FOR CONSIDERATION: The City Council approves agreements for professional services.

A copy of proposed Agreement No. 19-69 with Civic Publications is attached for the City Council's review and consideration.

BACKGROUND: The City of Montclair periodically provides outreach services to the community through the publication of printed mailers that provide factual content directed at bringing public awareness to civic issues and community events.

In recent years, however, progressive and routine changes in technology have produced a population increasingly sophisticated and diverse in the way it consumes and accesses information. Today, these information sources have grown beyond traditional printed media to encompass and embrace digital formats that include the internet, social media, e-mail, texting, and smartphone application-based programs.

Civic Publications, Inc. (Civic) is a multimedia company located in La Verne that specializes in media, content development, and public outreach for public agencies. Civic works with public agencies to create, coordinate, and distribute public information to help bring awareness and understanding to complex issues on matters of civic importance. Civic prides itself in its ability to articulate city services, projects, and issues with facts, clarity, and transparency to achieve community awareness.

Civic is owned and operated by Chris Lancaster. Mr. Lancaster founded Civic to extend public affairs services to a wide range of government agencies, with expertise in transit, environmental, and public benefit messaging.

Prior to starting Civic, Mr. Lancaster worked as Director of Government Relations and New Business Development for the Los Angeles Newspaper Group, comprising eight daily newspapers in the Los Angeles and San Bernardino Counties with a daily readership of more than 1.6 million.

Mr. Lancaster has more than 15 years of experience managing public affairs content and media for Southern California public agencies, including municipalities, environmental agencies, transit agencies, and public safety agencies. Mr. Lancaster has also held public office, including election to the Covina City Council, and has been a candidate for state office. His years of public service provide a unique approach toward understanding how best to communicate to the public complex issues on matters of civic importance.

Publication Format

Civic has developed public education and awareness campaigns for numerous public agencies including the Sanitation Districts of Los Angeles County; Bureau of Sanitation of the City of Los Angeles; the cities of Vernon and Industry, municipal water districts; Los Angeles Metropolitan Transportation Authority; Los Angeles County Department of Public Works; Los Angeles County Sheriff's Department, and solid waste disposal companies. Civic has been engaged by the City in prior years to produce public educational and outreach materials.

Under proposed Agreement No. 19-69, public education and outreach may include updating the public on proposed development and public works projects, upcoming attractions and events, important advisory messages, public safety services, progress on transit development, City finances, grant applications, and any other relevant and important general government services information.

In order to fully achieve communications outreach with City residents and the business community, staff recommends utilizing services offered by Civic to include newsletter, e-mail, and digital display ad media formats and City website maintenance for related public outreach pages.

The scope of services included in proposed Agreement No. 19-69 includes the following: production, printing, and delivery of a 12-page newsletter; distribution of the newsletter by direct mail to every household in the City; provision of English and Spanish language electronic versions of the newsletter; and distribution of electronic versions of the newsletter to businesses and community members.

FISCAL IMPACT: Approval of Agreement No. 19-69 between the City of Montclair and Civic Publications, Inc., for public education and community outreach would result in a cost to the City of \$28,454.

The costs associated with Agreement No. 19-69 were incorporated in the Fiscal Year 2019-2020 Budget in the Administrative Services Department Budget for Publication and Advertising (Account No. 1001-4317-52090-400).

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-69 with Civic Publications, Inc., for public education and community outreach services.



CIVIC Publications, Inc.

Christopher W. Lancaster
Publisher

July 2, 2019

Edward C. Starr
City Manager
City of Montclair
5111 Benito St.
Montclair, CA 91763

Re: Agreement to produce newsletter

Dear Mr. Starr,

Pursuant to our conversation, submitted for your consideration is this agreement for Civic Publications Inc. to assist the City of Montclair with the development of its annual newsletter to be distributed to the residents of Montclair.

Civic Publications, Inc. provides communications outreach solutions for public agencies, providing factual content and bringing clarity to community and civic issues without advocating for or against any position. Our goal is to inform the public without persuasion.

The task of the newsletter is to explain city services, in a clear fashion, and build awareness of projects, decisions and funding so that Montclair residents can be informed. Effective communications solutions will cut through the complexity of city hall decisions and issues in the context of planning, specific projects, benefits and cost for decades to come.

The cost to develop a 12-page newsletter and distribute to the residents of Montclair is \$28,454.00. *See the attached agreement for a complete listing of the scope of services.*

Thank you for the opportunity to submit this agreement and I look forward to developing a cost-effective newsletter that meet the needs of the City and which serve the highest standards of the public interest.

Respectfully submitted,

Christopher W. Lancaster



CIVIC Publications, Inc.

Christopher W. Lancaster
Publisher

PUBLIC OUTREACH AGREEMENT

This agreement is between the City of Montclair and Civic Publications Inc.

This agreement confirms that the city of Montclair has acquired the services of Civic Publications Inc. to assist the City of Montclair with the development of a newsletter

Scope of services include:

1. Write, design, layout, print and deliver a 12-page newsletter.
2. Newsletter to be distributed by direct mail to every household, business and P.O. Box in the City of Montclair.
3. Provide an English and Spanish electronic version for the city website.
4. Distribute English electronic version of the newsletter to 22,000 email addresses within the city of Montclair.

Total cost for services \$28,454.00

Civic Publications, Inc. agrees to provide all services listed in this agreement, and the City of Montclair agrees to pay Civic Publications, Inc. a total of \$28,454.00

All terms of this agreement to be fulfilled by October 2019.

July 2, 2019

Civic Publications, Inc. Date

Carolyn Raft, Mayor Pro Tem Date
City of Montclair

ATTEST:

Andrea M. Phillips, City Clerk



AGENDA REPORT

DATE:	JULY 22, 2019	FILE I.D.:	SEW125
SECTION:	RESOLUTIONS	DEPT.:	PUBLIC WORKS
ITEM NO.:	1	PREPARER:	N. DEMOET
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 19-3244 RELATED TO THE COLLECTION OF SEWER STANDBY ASSESSMENT FEES FOR VACANT PROPERTIES		

REASON FOR CONSIDERATION: Ordinance No. 84-592 requires the collection of Sewer Standby Assessment Fees on vacant properties. The fees are collected through an assessment on the vacant parcel by the County Treasurer-Tax Collector's Office. The City Council is requested to adopt Resolution No. 19-3244 in order to reevaluate the list of vacant properties.

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

The assessment is \$2.35 monthly or \$28.20 annually, per vacant lot. The charges listed on Resolution No. 19-3244 are the annual charges for each listed parcel. The fees are collected by the San Bernardino County Treasurer-Tax Collector's Office on the property tax bill for each parcel. The Sewer Standby Assessment Fees are collected to cover the capital costs, cost of maintenance, and cost of operation of the City of Montclair Sewer System.

Staff has prepared Resolution No. 19-3244, setting Sewer Standby Assessment Fees on an updated list of vacant properties with access to the City Sewer System. Upon adoption, the Resolution would be forwarded to the San Bernardino County Treasurer-Tax Collector's Office so these fees may be included in the Fiscal Year 2019-20 tax billing.

FISCAL IMPACT: Adoption of Resolution No. 19-3244 would permit the City to collect the outstanding amount of \$564.00 in revenue for the Sewer Fund.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 19-3244 related to the collection of Sewer Standby Assessment Fees for vacant properties.

RESOLUTION NO. 19-3244

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

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

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

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

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

<i>Assessor's Parcel Number</i>	<i>Sewer Standby Assessment</i>	<i>Assessor's Parcel Number</i>	<i>Sewer Standby Assessment</i>
1007-393-04	\$28.20	1008-601-69	\$28.20
1008-011-14	\$28.20	1008-601-70	\$28.20
1008-011-15	\$28.20	1009-021-07	\$28.20
1008-011-16	\$28.20	1009-471-06	\$28.20
1008-021-01	\$28.20	1011-011-04	\$28.20
1008-021-02	\$28.20	1011-052-25	\$28.20
1008-171-02	\$28.20	1009-521-01	\$28.20
1008-171-03	\$28.20	1011-334-05	\$28.20
1008-171-04	\$28.20	1011-621-06	\$28.20
1008-171-05	\$28.20	1012-101-18	\$28.20

Total Number of Parcels: 20
Total Assessment: \$564.00

BE IT FURTHER RESOLVED that the City Council of the City of Montclair, by adoption of this Resolution, requests the San Bernardino County Treasurer-Tax Collector's Office to collect the Sewer Standby Assessment listed at the time of collection of the Fiscal Year 2019-20 taxes.

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

APPROVED AND ADOPTED this XX day of XX, 2019.

ATTEST:

Mayor Pro Tem

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3244 was duly adopted by the City Council of said city and was approved by the Mayor Pro Tem of said city at an adjourned 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

DATE:	JULY 22, 2019	FILE I.D.:	TRN510
SECTION:	RESOLUTIONS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	N. CASTILLO
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 19-3245 TO APPROVE A LIST OF PROJECTS TO BE FUNDED BY SENATE BILL 1 FROM THE STATE OF CALIFORNIA ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017		

REASON FOR CONSIDERATION: On April 28, 2017, Governor Brown signed The Road Repair and Accountability Act of 2017, also known as Senate Bill 1 (SB 1). To establish eligibility for that new legislation, and thereby receive funding, the California Transportation Commission (CTC) requires a resolution specifying the projects to which each city intends to spend its SB 1 funding allocation for Fiscal Year 2019–2020. The City Council is requested to consider adopting Resolution No. 19–3245 confirming the allocation of SB 1 funding in FY 2019–20 to two projects. The Holt Boulevard Street Improvement Project and the North Montclair traffic Signal Interconnect Project.

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

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

For the current fiscal year (FY 2019–20), it is estimated that the City of Montclair will receive approximately \$650,000 in RMRA funding, with monthly payments starting in January 2020.

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

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

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

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

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

Staff has identified two projects for the use of RMRA funding:

Holt Boulevard Street Improvement Project would repair and replace uplifted curb, gutter, and sidewalk; replace non-compliant pedestrian ramps; and resurface Holt Boulevard from Mills Avenue to Ramona Avenue

North Montclair traffic Signal Interconnect Project (Design Only) would complete a design of the City's traffic signal interconnect system allowing for a fiber optic signal connection from City Hall to all traffic signals north of the Interstate 10 freeway.

Both projects have a life expectancy of twenty years and will be identified in the 2019-2024 Capital Improvement Program as projects expected to be completed in fiscal years 2019-2020.

FISCAL IMPACT: Since the City Council has not adopted the FY 2019-2024 Five-Year Capital improvement Program to date, there is no fiscal impact associated with the recommended action.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 19-3245 approving a list of projects to be funded by Senate Bill 1 (SB 1) from the State of California Road Repair and Accountability Act of 2017.

RESOLUTION NO. 19-3245

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY SB 1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

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

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

WHEREAS, the City will receive an estimated \$650,000 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

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

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

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets and traffic signal infrastructure throughout the City this year and several similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "good to at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

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

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

1. The foregoing recitals are true and correct.
2. The following previously proposed and adopted projects may utilize Fiscal Year 2019–20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State its intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Holt Boulevard Street Improvement Project — Estimated life expectancy is 20 years. Design will begin in July 2019 and construction will begin in October 2019.

North Montclair Traffic Signal Interconnect Improvement Project — Estimated life expectancy is 20 years. Design will begin in July 2019 and construction will begin in January 2020.

APPROVED AND ADOPTED this XX day of XX, 2019.

Mayor Pro Tem

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3245 was duly adopted by the City Council of said city and was approved by the Mayor Pro Tem of said city at an adjourned 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

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JULY 1, 2019, AT 8:59 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 8:59 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of June 17, 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 June 17, 2019.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 9:00 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 9:30 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 9:30 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager