

**NOTICE OF TEMPORARY MEETING
RELOCATION DURING CONSTRUCTION**

**THIS MEETING WILL BE HELD IN THE
MONTCLAIR SENIOR CENTER**

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

to be held in the Montclair Senior Center
5111 Benito Street, Montclair, California

October 7, 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 meeting room 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. Comments from the City Council and the Public in Memory of Council Member
Trisha Martinez

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. CONSENT CALENDAR

Page No.

- A. Approval of Minutes

1. Regular Joint Meeting — September 16, 2019 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Setting a Public Hearing for Monday, October 21, 2019, at 7:00 p.m. in the Montclair Senior Center to Consider First Reading of Ordinance No. 19-987 Amending Section 8.36.150 of the Montclair Municipal Code Related to Additional Parking Regulations on City-Owned Property [CC] 4
2. Consider Approval of the Reorganization of the Public Works Department as a Result of the Retirements and Departures of Key Departmental Employees [CC] 8
3. Consider Authorizing the Purchase of a 2019 Nissan Frontier Truck from Metro Nissan Montclair [CC] 14
4. Consider Authorizing the Receipt of \$5,000 from the Fiscal Year 2019 Bulletproof Vest Partnership Program to Assist with the Cost Of Ballistic Vests [CC] 15
5. Consider Authorizing a \$9,300 Appropriation from the Federal Asset Forfeiture Fund to Purchase Uniform and Hat Badges for Police Department Personnel [CC] 16
6. Consider Approval of Warrant Register and Payroll Documentation [CC] 17

C. Agreements

1. Consider Approval of an Amendment to Agreement No. 19-58 with Ontario-Montclair School District to Reduce Funding for the Montclair After-School Summer Expanded Learning Program [CC] 18
2. Consider Approval of Agreement No. 19-91 with the County of San Bernardino for Equipment Maintenance and Access to the County's Emergency Radio Communications System [CC] 21
3. Consider Approval of Agreement No. 19-92 with Fairbank, Maslin, Maullin, Metz, and Associates for Polling Education and Outreach Services [CC] 34
4. Consider Approval of Agreement No. 19-93 with Ontario-Montclair School District to Provide an Additional After-School Program Class at Montera Elementary for the Mandarin Dual Language Immersion Program [CC] 43
5. Consider Approval of Agreement No. 19-95 with Health Service Alliance to Provide Medical Services at the Montclair Medical Clinic [CC] 52

D. Resolutions

1. Consider Adoption of Resolution No. 19-3253 Supporting the Metro Gold Line Foothill Extension Construction Authority's Planned Optional Design-Build 2 Extension of Gold Line Light Rail Service from the City of Pomona to the City of Montclair, and Further Supporting Retention of the Montclair Transcenter as the Present Eastern Terminus of Gold Line Light Rail Service [CC] 67
2. Consider Adoption of Resolution No. 19-3254 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer & Trash Charges [CC] 103

VIII. PULLED CONSENT CALENDAR ITEMS

IX. COMMUNICATIONS

A. City Department Reports

- 1. Public Works Department — Central Avenue Rehabilitation Project Update
- 2. Human Services Department — Upcoming Events & Activities

B. City Attorney

- 1. Request to Meet in Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation [CC]

Pipersky v. Montclair

Johnson v. Montclair

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

F. Committee Meeting Minutes (*for informational purposes only*)

- 1. Public Works Committee Meeting — August 15, 2019 [CC] 100
- 2. Personnel Committee Meeting — September 16, 2019 [CC] 105

X. CLOSED SESSION

XI. CLOSED SESSION ANNOUNCEMENTS

XII. ADJOURNMENT

This meeting will be adjourned in memory of Council Member Trisha Martinez.

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, October 21, 2019, at 7:00 p.m. in the Montclair Senior Center, 5111 Benito Street, Montclair.

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 2 business days 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, on October 3, 2019.



AGENDA REPORT

DATE: OCTOBER 7, 2019

FILE I.D.: PKG275-D

SECTION: ADMIN. REPORTS

DEPT.: PUBLIC WORKS

ITEM NO.: 1

PREPARER: N. CASTILLO

SUBJECT: CONSIDER SETTING A PUBLIC HEARING FOR MONDAY, OCTOBER 21, 2019, AT 7:00 P.M. IN THE MONTCLAIR SENIOR CENTER TO CONSIDER FIRST READING OF ORDINANCE NO. 19-987 AMENDING SECTION 8.36.150 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO ADDITIONAL PARKING REGULATIONS ON CITY-OWNED PROPERTY

REASON FOR CONSIDERATION: Staff has encountered issues regarding an increasing amount of overnight and long-term parking at City-owned facilities, impacting parking availability for customers, residents, and community members doing business with the City or attending City events. In order to allow for the adjustment of parking regulations at City facilities as new issues arise, the City Council is requested to amend the Municipal Code to authorize the City Manager to approve changes to parking regulations at City facilities outside of the Civic Center and to authorize enforcement actions related to violations after the regulations have been posted.

Adoption of an ordinance amending the Montclair Municipal Code requires public hearing and approval by the City Council. The City's public hearing process for Ordinances consists of a first and second reading of a proposed Ordinance, each held at separate public hearings before the City Council. Final adoption of a proposed Ordinance may only be considered after the second reading is held, at a regular Council meeting occurring at least five days after the proposed Ordinance's first reading. If substantial changes to the Ordinance are made at the second reading, then that becomes the first reading of the newly amended version, and the proposed ordinance, as amended, must continue on to the next meeting for a second reading before its final adoption.

BACKGROUND: Section 22658 of the California Vehicle Code sets forth provisions governing the regulation of parking by towing or citation. Locally, Chapter 8.36 of the Montclair Municipal Code currently sets forth regulations concerning stopping, standing, and parking on City streets and other properties in the City.

Proposed Ordinance No. 19-987 would provide the City Manager with the authority to determine parking regulations at City-owned facilities, and the City Engineer to post required signage. While Section 8.36.140 currently allows for the enforcement of posted parking regulations at the Civic Center, the proposed Ordinance would provide the ability to post additional signs giving notice of parking regulations at City facilities outside of the Civic Center, such as the parking facilities at the Police and Fire stations, and other publicly-owned property such as streets and alleys. The code amendment would allow for the enforcement of posted regulations at those locations and deter undesired parking on publicly-owned streets and properties.

FISCAL IMPACT: Adoption of Ordinance No. 19-987 would have an undetermined, but most likely neutral fiscal impact on the City's General Fund.

RECOMMENDATION: Staff recommends that the City Council set a public hearing for Monday, October 21, 2019, at 7:00 p.m. in the Montclair Senior Center to consider first reading of Ordinance No. 19-987 amending Section 8.36.150 of the Montclair Municipal Code related to additional parking regulations on city-owned property.

ORDINANCE NO. 19-987

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA AMENDING SECTION 8.36.150 OF CHAPTER 8.36 OF THE MONTCLAIR MUNICIPAL CODE, TO AUTHORIZE ADDITIONAL PARKING REGULATIONS AS TO CITY STREETS, ALLEYS AND PUBLICLY-OWNED PROPERTY.

WHEREAS, Sections 22658 of the California Vehicle Code set forth provisions governing the regulation of parking by towing or citation; and

WHEREAS, Chapter 8.36 of the Montclair Municipal Code currently sets forth regulations concerning stopping, standing and parking on City streets and other property in the City; and

WHEREAS, it is determined to be in the best interests of the City and its residents to amend Chapter 8.36 of the Montclair Municipal Code to authorize the City Manager to adopt additional parking regulations as to City streets, alleys and publicly-owned property within the City.

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

SECTION I. Amendment to Code. Section 8.36.150 of Title 8 of the Montclair Municipal Code is hereby repealed and replaced as follows:

8.36.150 - Additional parking restrictions on City streets, alleys and publicly-owned property.

- A. In addition to the specific parking restrictions identified in this chapter for the Civic Center parking facilities, it is unlawful for any person to operate or park a motor vehicle upon any publicly owned property contrary to the California Vehicle Code or this Code. Further, the City Engineer shall be authorized to post signs at any public property, alley or City street giving notice of such parking regulations as may be adopted by the City Manager, including, but not limited to, restrictions as to:
1. Parking for official business only,
 2. Prohibitions on overnight parking,
 3. Duration or hours of permitted parking,
 4. Temporary or permanent no parking zones,
 5. Sweeping days,
 6. Loading zones,
 7. Alley parking.
- B. For purposes of this section, the prima facie speed limit within any publicly owned parking lot shall be 10 miles per hour (10 mph) unless pedestrians are present, lowering the prima facie speed limit to five miles per hour (5 mph).
- C. No such regulation of vehicle operation or parking shall be enforced unless, prior to enforcement, signs giving notice of the regulation are posted at each of the entrances to the public property.

SECTION II. Severability.

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

SECTION III. Effective Date.

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

SECTION IV. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2019.

Mayor

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 19-987 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2019, and finally passed not less than five (5) days thereafter on the XX day of XX, 2019, by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk



AGENDA REPORT

DATE:	OCTOBER 7, 2019	FILE I.D.:	PUB275
SECTION:	ADMIN. REPORTS	DEPT.:	ADMIN. SVCS.
ITEM NO.:	2	PREPARER:	J. HAMILTON
SUBJECT:	CONSIDER APPROVAL OF THE REORGANIZATION OF THE PUBLIC WORKS DEPARTMENT AS A RESULT OF THE RETIREMENTS AND DEPARTURES OF KEY DEPARTMENTAL EMPLOYEES		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the reorganization of the Public Works Department as the result of the retirement and departure of key departmental employees. This reorganization seeks to create or re-establish the following positions: Engineering Division Manager, Assistant Public Works Superintendent, Building Maintenance Supervisor, and Environmental Compliance Coordinator. This reorganizations seeks to eliminate the following positions: Facilities and Grounds Superintendent, Environmental Manager, and Leadworker, Building Maintenance.

BACKGROUND: The Public Works Department is led by Public Works Director/City Engineer Noel Castillo and is effectively divided into three distinct divisions: (1) the City Yard; (2) Facilities and Parks; and (3) Engineering. The City Yard is primarily managed by Public Works Superintendent Xavier Mendez, who receives some assistance from Facilities & Grounds Superintendent Michael McGehee, wherein he supervises and oversees the daily operations of several important positions related to the maintenance of the City, such as sewer, street, and equipment, as well as street sweeping and graffiti abatement. Facilities & Grounds Superintendent McGehee supervises and oversees the maintenance of the City's buildings and facilities, the custodians who clean them, and the upkeep of the City's parks. While the City has an Engineering Division, there is no manager currently overseeing the employees assigned to this division, which includes the City's Project Manager, Public Works Inspector, and the Environmental Compliance Section. The City's Environmental Compliance Section ensures that the City's storm water systems and sewer/wastewater discharges are in compliance with federal, state and local agency laws and regulations. The Public Works Director/City Engineer currently has direct supervision and oversight of the Engineering Division. For a graphic representation of the current Public Works Department, see the attached Organizational Chart (Attachment "A").

While this organizational structure has been generally successful, it does provide some challenges. For example, the Public Works Director does not have a management-level individual in the Engineering Division who could attend some local agency meetings on behalf of the City. Instead, the Public Works Director is required to prioritize which meetings may be more important and oftentimes must leave one meeting early to attend another. While he does have two management-level employees in his department, the Public Works Superintendent and the Facilities & Grounds Superintendent, both are busy ensuring their respective divisions continue to operate. Additionally, because the Engineering Division lacks a manager, it must operate as autonomously as possible,

which leads to either a duplication of effort or the failure to timely complete certain tasks, as each employee believes others will complete them.

Further, on August 22, 2019, the City's Environmental Manager, who was responsible for managing the City's environmental compliance as it pertains to wastewater discharge, resigned to take a position with another City. While the Environmental Compliance Section continues to have a very qualified National Pollutant Discharge Elimination System (NPDES) Coordinator, who manages the City's environmental compliance as it pertains to storm water, and a new, but very capable, NPDES/Environmental Compliance Inspector, the City needs to reorganize the Environmental Compliance Section as well as the Engineering Division. While the City's previous Environmental Manager possessed a bachelor's degree in environmental science and a Grade III Environmental Compliance certificate, this high level of qualification is not necessary to ensure the City's environmental compliance as it pertains to wastewater discharge is met.

In the Department's Fiscal Year 2019-2020 Budget, the Environmental Manager was budgeted for \$6,562/month (Step "E" of the Environmental Manager pay scale). In reviewing how other cities structure their environmental compliance programs, they typically have a manager overseeing the program and environmental technicians who ensure compliance with federal, state, and local agency laws and regulations pertaining to storm water and wastewater. These positions require generally some college level courses in related fields (environmental science, chemistry, math, biology, etc.) and at least a Grade I Environmental Compliance; however, the top pay range for this position locally falls between \$5,196/month and \$5,829/month.

As mentioned previously, the City's NPDES Coordinator is experienced and qualified in ensuring the City's environmental compliance with storm water; however, he has indicated he will be retiring at the end of 2020. In an effort to ensure he is paid competitively as well as to be able to recruit a qualified candidate to assume the City's environmental compliance responsibilities as it pertains to waste water, the reorganization proposal is to eliminate the position of Environmental Manager creating a monthly savings to the City of \$6,562. The proposal is then to create the position of Environmental Compliance (EC) Coordinator, which will be deemed equal to the NPDES Coordinator position in both pay and in status.

To accomplish the reorganization of the Environmental Compliance Section without creating additional costs to the City, the NPDES Coordinator position pay scale shall be increased 10 percent, bringing its Step "E" from \$5,337/month to \$5,884/month. In doing so, the City's NPDES Coordinator will be placed at Step C (\$5,337/month) of the newly created pay scale and eligible for advancement to the new Step D at his annual review date. The Environmental Compliance Coordinator's pay scale shall be identical. Of the \$6,562/month attributed to the Environmental Manager position, \$131/month remains ($\$6,562 - \$5,884$ (EC Coordinator) - $\$547$ (NPDES Coordinator increase) = $\$131$). With this remaining \$131/month, the NPDES/Environmental Compliance Inspector's Step E will be increased \$131/month.

With this reorganization of the Environmental Compliance Section, the City of Montclair will be competitive in the recruitment and retention of a qualified and experienced individual capable of taking over the City's pretreatment and wastewater environmental compliance program. Additionally, it will ensure that the City's NPDES Coordinator is compensated consistent with his position and skill set. This increase may also provide an incentive for the City's NPDES Coordinator to delay his retirement another year as he

continues to train the City's promising NPDES/Environmental Compliance Inspector to eventually take over the NPDES Coordinator duties.

While the current organizational structure does not include a manager to oversee the Environmental Compliance Section, or the Engineering Division in its entirety, staff proposes to add the management position of Engineering Division Manager to head up the Engineering Division. This position is created through the reclassification of the City's Project Manager position to the Engineering Division Manager. The City's current Project Manager has experience with the environmental compliance programs because he once served as the City's NPDES Coordinator. Thus, the Engineering Division Manager will be tasked with overseeing the entire Environmental Compliance Section. He will also be responsible for all duties he had as the Project Manager and will supervise the Public Works Inspector.

Because Facilities & Grounds Superintendent McGehee retired on September 26, 2019, resulting in the Public Works Department having only one manager (the Public Works Superintendent), the reclassification of the Project Manager to the Engineering Division Manager will ensure that the Public Works Director continues to have two managers to assist him in carrying out the organizational responsibilities of the Public Works Department. Furthermore, the Engineering Division Manager will be able to attend meetings on behalf of the City to free up the Public Works Director to attend the most important meetings or to carry out his duties elsewhere. The Engineering Division Manager will supervise the entire Engineering Division, which will relieve the Public Works Director from day-to-day supervisory responsibilities over each employee assigned to the Engineering Division.

The Engineering Division Manager position shall be a management-level position, whose duties include, but are not limited to: planning, organizing, directing, and supervising the operations and staff assigned to the Public Works Department's Engineering Division; assisting the City Engineer in managing the City's Capital Improvement Program; applying for grants; overseeing the issuances of construction and overload permits; overseeing and assuring environmental compliance programs; overseeing responsible engineering inspections on a wide variety of public works construction projects for conformance to approved plans, specifications, and legal requirements; providing direction and assisting engineering staff on special projects; and providing assistance to the public related to Public Works issues. The job classification description for Engineering Division Manager was approved by Personnel Committee on September 3, 2019.

The Engineering Division Manager position is intended to be subordinate to the Public Works Superintendent in both pay and status. Therefore, the pay for the Engineering Division Manager shall range from \$6,415/month (Step "A") to \$7,798/month (Step "E"). However, because \$6,436 of that salary was already budgeted for the Project Manager and, since he would be promoted into Step "B" (\$6,736/month) of the Engineering Division Manager position, the cost to create this position for the first year will be \$300/month. In creating this position, the Facilities & Grounds Superintendent position shall be eliminated creating a \$9,763/month savings. Subtracting \$300/month, there still remains a savings of \$9,463/month.

However, the elimination of the Facilities & Grounds Superintendent requires the rest of the Public Works Department to be reorganized. First, the Parks Section shall be moved under the supervision of the Public Works Superintendent. The Facilities Section will be reorganized by re-establishing the Building Maintenance Supervisor position. The

Building Maintenance Supervisor will report directly to the Public Works Director and will oversee the maintenance of the City's facilities and custodial staff. This position will be a non-management position with its terms and conditions of employment controlled by the contract between the City of Montclair and the Montclair General Employees' Association (MGEA). Because this position is non-management, its pay is set at \$5,540/month (Step "A") to \$6,734/month (Step "E"). The Personnel Committee approved the updated job classification description for Building Maintenance Supervisor on August 5, 2019. The City's current Facilities Specialist has been selected to assume the duties of the Building Maintenance Supervisor, which will result in an additional \$139/month over what his current wages are. This leaves \$9,324/month in savings created by the elimination of the Facilities and Grounds Superintendent.

With the current Facilities Specialist slated to assume the duties of Building Maintenance Supervisor, the Building Maintenance Leadworker has been selected to assume the duties of Facilities Specialist. This will result in an additional \$390/month cost, reducing the savings created by the elimination of the Facilities and Grounds Superintendent from \$9,324/month to \$8,964/month. However, once he moves into that position, the Building Maintenance Leadworker position shall be eliminated.

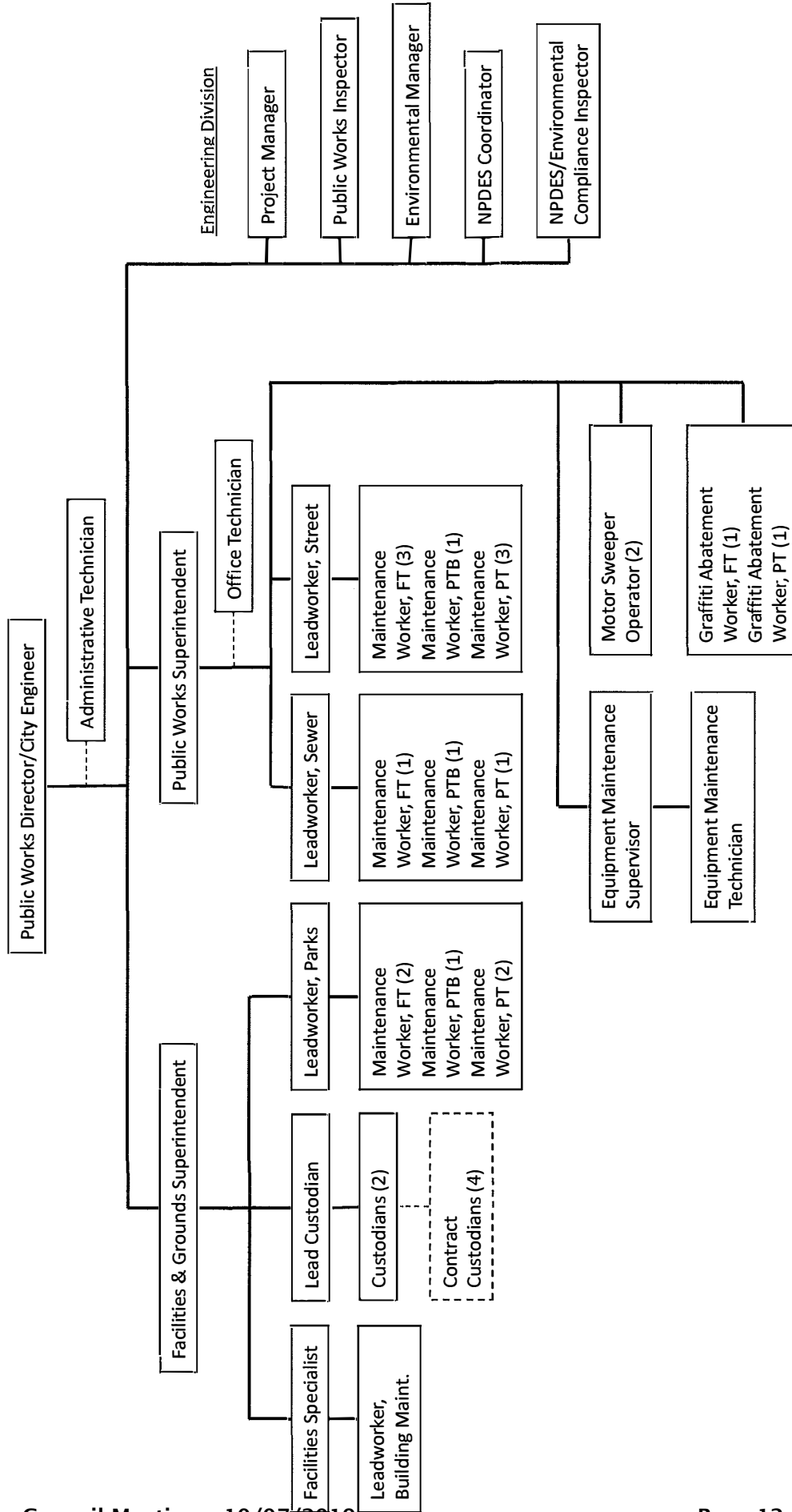
Finally, because of the increased number of personnel the Public Works Superintendent will have to supervise as a result of the Parks Section becoming his responsibility, it is essential that the Public Works Superintendent have a supervisor to assist him at the City Yard to ensure the daily tasks are timely completed. For this reason, the proposed reorganization re-establishes the Assistant Public Works Superintendent at the same rate of pay as the Building Maintenance Supervisor. The Assistant Public Works Superintendent will be a non-management position with the terms and conditions of employment defined by the contract between the City of Montclair and MGEA. The re-establishment of this position will cost the City \$5,706/month initially, which brings the savings from the elimination of the Facilities & Grounds Superintendent from \$8,964/month to \$3,424/month. The Personnel Committee approved the updated job classification description for Assistant Public Works Superintendent on August 5, 2019.

The proposed reorganization of the Public Works Department will provide for a more efficient and responsive department and will save the City \$3,424/month initially. For a graphic representation of the Proposed Public Works Department, see the attached Organizational Chart (Attachment "B").

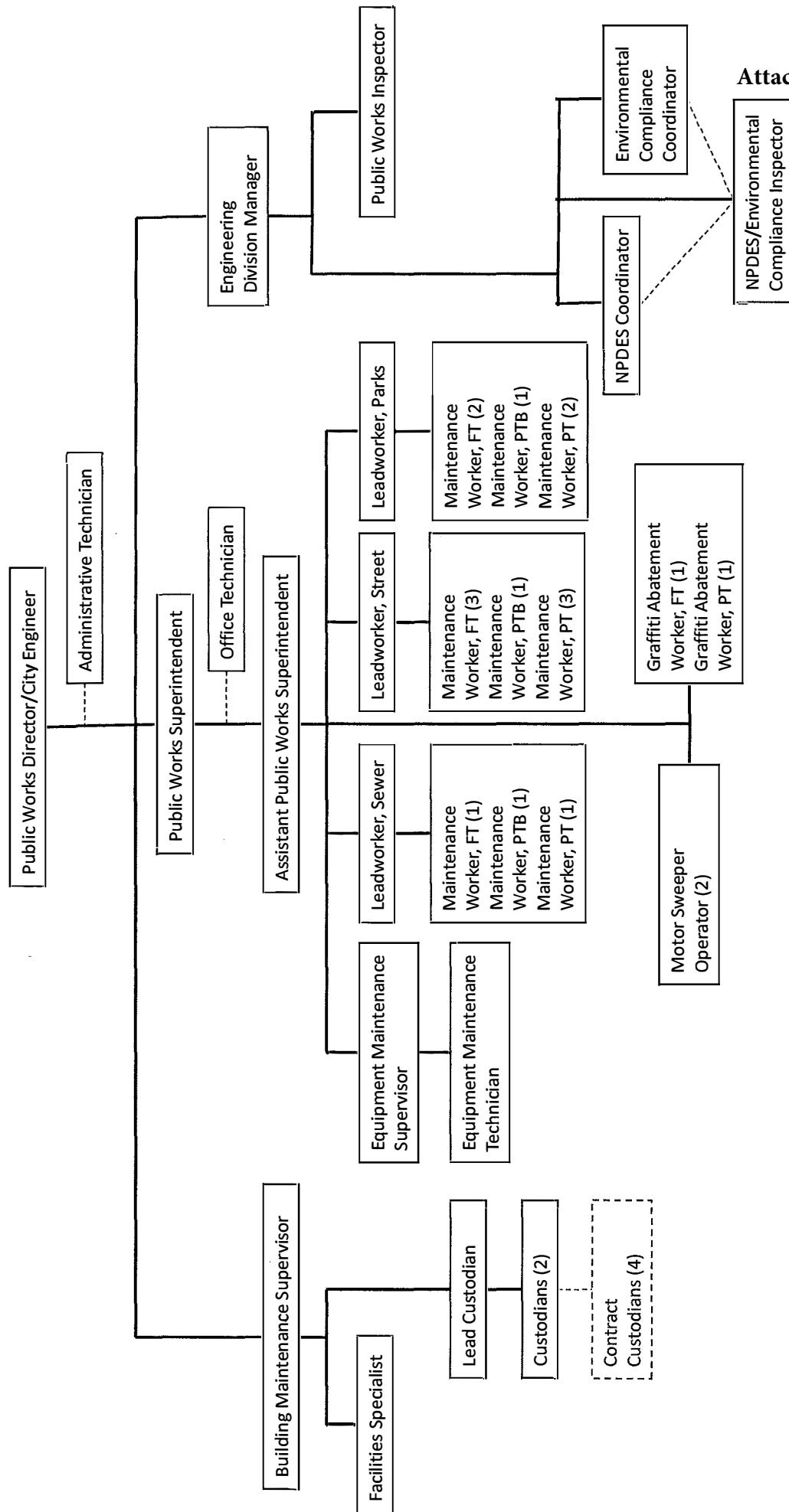
FISCAL IMPACT: The fiscal impact associated with this reorganization proposal is a savings of \$3,424/month.

RECOMMENDATION: Staff recommends the City Council approve the reorganization of the Public Works Department as a result of the retirement and departure of key departmental employees.

CURRENT PUBLIC WORKS DEPARTMENT ORGANIZATIONAL CHART



PROPOSED PUBLIC WORKS DEPARTMENT ORGANIZATIONAL CHART



Attachment "B"



AGENDA REPORT

DATE:	OCTOBER 7, 2019	FILE I.D.:	PDT362
SECTION:	ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	4	PREPARER:	M. BUTLER
SUBJECT:	CONSIDER AUTHORIZING THE RECEIPT OF \$5,000 FROM THE FISCAL YEAR 2019 BULLETPROOF VEST PARTNERSHIP PROGRAM TO ASSIST WITH THE COST OF BALLISTIC VESTS		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the receipt of \$5,000 from the Fiscal Year 2019 Bulletproof Vest Partnership (BVP) Program to assist with the cost of ballistic vests.

BACKGROUND: The BVP Program is administered by the Office of Justice Programs Bureau of Justice Assistance (BJA) and is designed to assist state, local, and tribal jurisdictions with the purchasing of body armor for sworn law enforcement officers. It was created by the Bulletproof Vest Partnership Grant Act of 1998. The BVP Program reimburses up to 50 percent of the total cost of body armor vests that comply with the most current National Institute of Justice (NIJ) ballistic body armor standards.

Each year, staff applies for the BVP Program to assist with the cost of ballistic vests. In September 2019, the Department was awarded \$5,000.22, which would cover approximately half the cost of 10 vests. The Department has a “mandatory wear policy” for all Officers, and each ballistic vest has a five-year replacement cycle. The Department is committed to maximizing officer safety through the use of body armor in combination with prescribed safety procedures. BVP federal funds would be used to replace five-year-old vests and to issue vests to newly hired Officers.

FISCAL IMPACT: If approved by the City Council, the Department would receive \$5,000.22 toward the cost of ballistic vests from the BVP Program. The Fiscal Year 2019–20 Budget includes the purchase of ballistic body armor. BVP federal funds would be used to reimburse the City up to 50 percent per vest, which are available for two years from the time of the award announcement.

RECOMMENDATION: Staff recommends the City Council authorize the receipt of \$5,000 from the Fiscal Year 2019 Bulletproof Vest Partnership Program to assist with the cost of ballistic vests.



AGENDA REPORT

DATE:	OCTOBER 7, 2019	FILE I.D.:	PDT175
SECTION:	ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	5	PREPARER:	B. VENTURA
SUBJECT:	CONSIDER AUTHORIZING A \$9,300 APPROPRIATION FROM THE FEDERAL ASSET FORFEITURE FUND TO PURCHASE UNIFORM AND HAT BADGES FOR POLICE DEPARTMENT PERSONNEL		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$9,300 appropriation from the Federal Asset Forfeiture Fund to purchase uniform and hat badges for Police Department personnel.

BACKGROUND: In October 2014, the City Council authorized the purchase of new uniform badges for Police Department personnel. These badges were made with the new silver and black color scheme. The initial purchase authorized the replacement of all chest badges in the Police Department's inventory. Since this purchase, some badges have been in need of replacement. The Department is also in need of additional chest badges to accommodate other Police Department personnel.

Flat and hat badges were not redesigned and purchased in October 2014. Flat badges are commonly referred to as a "wallet" badge and are used to identify sworn Police Department personnel while off-duty. The current flat badge carried and issued to sworn personnel has the old color scheme of gold, silver, and blue. It does not match the new badge color scheme of silver and black, which was authorized in October 2014. The Police Department currently needs 65 flat badges with the new color scheme to replace all sworn personnel flat badges.

Hat badges are worn by sworn Police Department personnel displayed on a Class-A hat. The Class-A hat is used during full dress events, such as funerals and other formal ceremonies. The current hat badge has the old color scheme of gold, silver, and blue. It does not match the new badge color scheme of silver and black. The Police Department currently needs 61 hat badges with the new color scheme, which includes some spare hat badges in the event a badge is damaged, lost, or stolen.

The Department's current badge vendor, Sun Badge Company, holds the uniform and hat badge molds with the new color scheme. Seeking a new vendor would result in new molds, thus adding additional costs. Staff opted to keep the existing badge vendor to keep costs down and, therefore, did not seek additional cost quotations. Sun Badge Company has offered to extend over a 30 percent discount for the purchase of new uniform and hat badges.

FISCAL IMPACT: If authorized by the City Council, funding for the purchase of uniform and hat badges would result in an expenditure of \$9,300 from Federal Asset Forfeiture Fund 1144.

RECOMMENDATION: Staff recommends the City Council authorize the appropriation of \$9,300 from the Federal Asset Forfeiture Fund to purchase uniform and hat badges for Police Department personnel.



AGENDA REPORT

DATE:	OCTOBER 7, 2019	FILE I.D.:	FIN540
SECTION:	ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	6	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 October 7, 2019; the Payroll Documentation dated September 1, 2019; and the Payroll Documentation dated September 15, 2019; and recommends their approval.

FISCAL IMPACT: Approval would authorize payments in the following amounts:

- The Warrant Register dated October 7, 2019 totals \$1,416,892.36;
- The Payroll Documentation dated September 1, 2019 totals \$650,581.99 gross, with \$455,754.72 net being the total cash disbursement; and
- The Payroll Documentation dated September 15, 2019 totals \$622,983.36 gross, with \$431,462.61 net being the total cash disbursement.

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



AGENDA REPORT

DATE:	OCTOBER 7, 2019	FILE I.D.:	HSV030
SECTION:	AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	1	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AN AMENDMENT TO AGREEMENT NO. 19-58 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO REDUCE FUNDING FOR THE MONTCLAIR AFTER-SCHOOL SUMMER EXPANDED LEARNING PROGRAM		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of an Amendment to Agreement No. 19-58 with the Ontario-Montclair School District (OMSD) to reduce funding for 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) program through grants made available to local education authorities, such as OMSD. The goal of the Montclair After-School Program (MAP) is to improve the academic performance and success of students in the program by providing high-quality academic programming after school while ensuring a safe physical and emotional environment for all.

Governor Newsom approved the state budget allocating an additional 8.4 percent increase to the State's After School Education and Safety (ASES) grant, effective July 1, 2019. This increase raises the per-pupil rate to \$8.88 for After-School funding for the following five sites: Kingsley, Lehigh, Mission, Monte Vista, and Serrano. However, the attendance in the Summer of 2018 dropped, which resulted in funding decreases for the following summer expanded learning sites: Kingsley, Lehigh, and Mission.

Overall with the award increase and attendance decrease, the funding was reduced by \$5,520.17. The total amount of funding for the Summer Expanded Learning Program, \$119,846.79, will 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 the proposed Amendment to Agreement No. 19-58, OMSD would reduce overall funding for the Summer Expanded Learning Program by \$5,520.17 for a total award of \$119,846.79 from 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 reduce funding for the Montclair After-school Summer Expanded Learning Program.

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	27,236.28	2,042.72	25,193.56	2,519.36
066	Lehigh	ASES Supplemental	24,624.64	1,846.85	22,777.79	2,277.78
071	Mission	ASES Supplemental	21,749.92	1,631.24	20,118.68	2,011.87
072	Monte Vista	ASES Supplemental	36,264.69	2,719.85	33,544.84	3,354.48
382	Serrano	ASES Supplemental	19,688.56	1,476.64	18,211.92	1,821.19
			<u>129,564.09</u>	<u>9,717.30</u>	<u>119,846.79</u>	<u>11,984.68</u>



AGENDA REPORT

DATE:	OCTOBER 7, 2019	FILE I.D.:	PDT175
SECTION:	AGREEMENTS	DEPT.:	POLICE
ITEM NO.:	2	PREPARER:	R. AVELS
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-91 WITH THE COUNTY OF SAN BERNARDINO FOR EQUIPMENT MAINTENANCE AND ACCESS TO THE COUNTY'S EMERGENCY RADIO COMMUNICATIONS SYSTEM		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 19-91 with the County of San Bernardino to continue the City's access to the County's emergency radio communications system.

A copy of proposed Agreement No. 19-91 is attached for the City Council's review and consideration.

BACKGROUND: In 2007, the County Board of Supervisors approved a master agreement with the West End Communications Authority (WECA) in which the County assumed 800 MHz radio facilities and equipment owned by WECA—a joint powers agency that was established in 1991 for the purpose of implementing and administering an 800 MHz public safety trunked radio system used by the West End. The City Council has since approved five-year term agreements with the County for radio access and maintenance services. The current Agreement No. 12-105 with the County expired on December 31, 2018. Approval of proposed Agreement No. 19-91 would continue the City's access to the County's emergency radio communications system, and would be effective on November 1, 2019, ending on June 30, 2021, with subsequent five-year renewals. The County's Information Services Department is authorized to discharge all functions ascribed to the County in proposed Agreement No. 19-91.

FISCAL IMPACT: For the 20-month term of the contract period, Montclair's estimated cost for radio access and maintenance, including dispatch console access, maintenance, and replacement is \$113,339 for the remainder of Fiscal Year 2019-20, and \$170,008 for Fiscal Year 2020-21 as set forth on Exhibit A of the Agreement. The County shall provide notice of any subsequent rate changes, which would become effective on July 1 of the County fiscal year. The cost is shared between the Police and Fire Departments and is included in the City's Fiscal Year 2019-20 Budget in the SB 509 Public Safety Fund. Each Department would include this cost in its respective budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-91 with the County of San Bernardino for equipment maintenance and access to the County's emergency radio communications system.



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change						ISD-19036			
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
County Department				Dept.	Orgn.	Contractor's License No.			
Information Services Department				ISD					
County Department Contract Representative					Telephone	Total Contract Amount			
Adrian Danczyk					(909)388-0534	\$283,346.60			
Contract Type									
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount				
		11/1/2019	6/30/2021	\$283,346.60					
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount			
4020	120	040	75	9800	RADACCMANT	\$229,631.40			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
4020	120	040	75	9800	DISPCONACC	\$53,715.20			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Project Name				Estimated Payment Total by Fiscal Year					
800MHz Radio Access				FY	Amount	I/D	FY	Amount	I/D
& Maintenance				2019-20	\$113,338.64	---	---	---	---
Customer No. 6000-01ED				2020-21	\$170,007.96	---	---	---	---

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 City of Montclair
 Address
 5111 Benito Street
 Montclair, CA 91763
 Telephone (909) 626 - 8571 Federal ID No. or Social Security No.

hereinafter called Customer.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I. SAN BERNARDINO COUNTY 800 MHz RADIO COMMUNICATION SYSTEM ACCESS

The 800 MHz Radio Communications System, hereinafter called System, is composed of two components known as the Backbone and Field Equipment. The Backbone is defined as that portion of the System that provides the means by which dispatch centers, public safety locations, mobile radios, and portable radios communicate with each other via voice transmission. It is composed primarily of fixed relay equipment and associated centralized dispatch and control equipment, including Mobile Data Access Modems owned and maintained by the County. Field Equipment is defined as that portion of the System that uses the Backbone for communications and consists primarily of local dispatch equipment, mobile radios, and portable radios. Specific charges for the services provided under this Agreement are set forth in Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms, as attached hereto and herein incorporated.

A. System Purpose and Objective

The primary purpose of the System is to serve the County and accommodate participation by public safety and local governmental agencies in the County of San Bernardino. Secondly, other governmental and safety related non-governmental users may be allowed access to the System as conditions warrant and as provided for by this Agreement. During a disaster, public safety users will receive priority in all areas, based entirely on emergency response responsibilities and access to the System by non-public safety users may be limited or suspended.

B. Backbone Operational Policies

Public safety and local governmental users shall have operational priority over all other users. In the case of a disaster, public safety users affected by the disaster shall have operational priority over all other public safety users, with County public safety users afforded the highest priority.

- 1) County has the final authority, at all times, to exercise discretionary control over the Backbone, and to otherwise manage Backbone traffic to insure the ability of immediate-need public safety agencies to effectively communicate and for the overall benefit of all Backbone users. EXCEPT FOR GROSSLY NEGLIGENT ACTS OR OMISSIONS IN EXERCIZING ITS AUTHORITY UNDER THIS SECTION, THE COUNTY WILL HAVE NO LIABILITY WHATSOEVER FOR SYSTEM ALLOCATION DECISIONS.

C. Backbone Modification (Post Backbone Implementation)

- 1) The County may determine that Backbone modification is needed from time to time to meet the changing needs of County and/or users.
- 2) Costs for Backbone modifications made after the execution of this Agreement shall be assessed as follows:
 - (i) If the modification benefits all users, each user will bear the pro rata cost of the modification based on the user's derived benefit. Derived benefit shall be determined as a percentage based on the number of units that are in service by each end user divided by the total units being serviced by the Backbone infrastructure at the time the modification is made.
 - (ii) If the modification improves service only for users in a definable local area, all users in such definable local area, and participating in and receiving direct benefit from the modification, shall share the costs for its implementation, operation, and maintenance equally.
 - (iii) If the modification only applies to a specific subset of users, the subset of users that caused the modification shall share the costs of the modification its implementation, operation, and maintenance equally.
 - (iv) if the modification is requested by, and benefits only Customer, Customer shall bear the entire cost of the modification, its implementation, operation, and maintenance.
- 3) Customer acknowledges and agrees that the County is the sole decision-maker in determining the allocation of costs for all Backbone modifications.

D. Field Equipment

- 1) Customer shall, at Customer's expense and future financial liability, purchase and maintain its own Field Equipment.
- 2) Customer shall, at Customer's expense, expand or modify existing Customer structures, facilities, or dispatch centers as required to support the installation of Customer's Field Equipment.
- 3) Customer is solely responsible for ensuring that the Field Equipment is compatible with the System.

E. Related Non-Governmental Users

- 1) At times, Customer's non-governmental users may have a need to communicate with public safety/local government services during emergencies, or in their daily support of public safety/local government services. Where it is not in conflict with Federal Communications Commission (FCC) Regulations or other laws, and subject to approval by County, Customer's non-governmental users may be allowed Backbone access. However, Customer's non-governmental use of the Backbone for day-to-day operations shall be on a non-interfering, prioritized basis, and subject to channel loading limits, as determined by County.
- 2) County shall be responsible for coordinating Backbone access and implementing terms and conditions of such use, including one-time and recurring costs to be paid by new users.
- 3) County shall monitor non-governmental users of the Backbone. If the needs of public safety/local government expand to the point of competition with non-governmental use of the Backbone, Customer's non-governmental users may be required by the County to terminate their use of the Backbone.
- 4) Customer's non-governmental users will be removed in reverse order of their entry into the System, i.e., the last user to enter the System will be the first user to be removed unless any other Customer's non-governmental user voluntarily relinquishes access.
- 5) County will provide Customer ninety (90) days prior written notice of termination of access to allow Customer's non-governmental users to remove their equipment or transfer their operations to another communications system. At the expiration of the notice period, the Customer's non-governmental users will be denied access to the System.

F. Backbone Ownership

It is understood that County has ownership of the Backbone, and upon any termination of this Agreement by County or by Customer, any and all rights, title, and interest in the Backbone shall remain with the County.

II. MEGAHERTZ RADIO AND EQUIPMENT MAINTENANCE SERVICES

The County of San Bernardino Information Services Department (ISD) offers a number of 800 MHz radio and equipment maintenance services to public safety and local governmental agencies in the County of San Bernardino, as well as other governmental and safety-related non-governmental users. Services provided under this Agreement consist of 800 MHz Backbone radio equipment maintenance, 800 MHz mobile/portable radio equipment maintenance, Mobile Data Access Modems maintenance, 800 MHz radio dispatch equipment maintenance, and 800 MHz radio battery replacement. Specific charges for these services are set forth and attached hereto as Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms.

A. County Responsibilities in Providing Maintenance Services

If providing maintenance services to Customer, ISD:

- 1) Will maintain sufficient spare mobile radios to temporarily replace equipment that is removed from service for maintenance reasons;
- 2) Will remove, reinstall and maintain Customer-owned radios or other covered equipment that has become defective from normal wear and usage, as solely determined by ISD, and perform repairs at ISD or elsewhere as determined by ISD;
- 3) Will provide a two-hour response time from notification for problems with radio dispatch equipment and Backbone radio equipment, and reasonable response time during normal County work hours on normal County business days for maintenance of Mobile Data Access Modems, and mobile/portable radios with after-hours service available at premium rates;
- 4) Reserves the right to subcontract for all or part of services;
- 5) Assumes no liability for equipment failure in the field, or for any adverse consequences caused by such failed equipment;
- 6) Assumes no liability for failure to provide or delay in providing services, under this Agreement.

B. County Services Provided on a Time and Materials Basis

- 1) Service required due to Customer abuse or abnormal wear;
- 2) Service to correct attempts by Customer or unauthorized third parties to repair or modify equipment;
- 3) Facility electrical problems at Customer location(s) or vehicle electrical problems;
- 4) Services in addition to those identified above, to the extent feasible and cost-effective, as determined by ISD;
- 5) Program or re-program radios at Customer's request or in response to abnormal wear and usage, except for County-originated systems reconfigurations;
- 6) Replacement of accessories and consumable items, including batteries, antennas, and microphone cords;
- 7) Radio reactivations are processed within 5 business days after the request is received, and are billed for each serial number reactivated at one-half of the Board-approved hourly rate in effect at the time reactivation is ordered.

C. Customer Responsibilities

- 1) Customer shall procure its own Field Equipment and shall:
 - (i) Provide ISD with model and serial numbers of all equipment to be covered under this Agreement.
 - (ii) Designate an individual as the single point of contact for maintenance coordination.
 - (iii) Coordinate and schedule service requirements with ISD in advance whenever possible.
 - (iv) Advise ISD of all radio relocations or reassignments within their fleet, within 24-hours of relocation or reassignment.

- 2) It is Customer's sole responsibility to maintain a current inventory of its Field Equipment using the System and to approve and validate billing of that inventory. If Customer identifies discrepancies between billing and its inventory, a dispute notice should be sent by e-mail to isdfinance@isd.sbcounty.gov along with a justification and related documentation. If ISD determines that a charge was billed incorrectly, ISD will issue the applicable credit on the next monthly billing cycle.

III. EFFECTIVE DATE AND TERMINATION

This Agreement shall commence on November 1, 2019, hereinafter Effective Date. This Agreement shall remain in effect for twenty (20) months from the Effective Date, unless the County or the Customer, terminates the Agreement by giving sixty (60) days prior written notice to the other. County may, at its sole discretion, opt not to terminate its services until replacement services are identified and in place; however, in no event shall County's services be continued beyond 120 days of the original written notice. Any such termination date shall coincide with the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination.

IV. RATES AND PAYMENT TERMS

Payment rates and conditions are set forth on Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms attached hereto. Services are provided and invoiced on a monthly basis starting on the Effective Date of the Agreement, or starting on the installation date, if applicable. Monthly payment shall be due upon receipt of invoice. If a change in service level is requested or required, County will provide to Customer a revised Exhibit A, incorporating such changes, which shall be signed by Customer and returned to County. Customer's subsequent invoice shall be adjusted in accordance with the changes, on a prorated basis, as necessary.

Exhibit A reflects the rates in effect at the execution of this Agreement. Any subsequent rate change shall become effective on July 1 of the County fiscal year (July 1 through June 30). County shall provide notice to Customer of rate change(s).

Customer's subsequent invoice shall be adjusted in accordance with the rate change(s). Checks shall be made payable to the County of San Bernardino.

Payment address is: Information Services Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

V. AGREEMENT AUTHORIZATION

Customer warrants and represents that the individual signing this Agreement is a properly authorized representative of the Customer and has the full power and authority to enter into this agreement on the Customer's behalf.

VI. ASSIGNMENT

The Customer may not assign this Agreement nor any rights, licenses or obligations hereunder, and any such assignment shall be void and without effect unless the County approves the assignment in writing.

VII. DEFAULT

If the Customer does not make timely payment of amounts due under this Agreement or breaches any term or condition of this Agreement, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. County may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification

The County agrees to defend and indemnify the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising solely out of the acts, errors or omissions of County in the performance of this Agreement, except where such indemnification is prohibited by law. At its sole discretion, Customer may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Customer shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense. The Customer hereby agrees to defend and indemnify the County, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of Customer in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Customer of any obligation imposed by this Agreement. County shall notify Customer promptly of any claim, action or proceeding and cooperate fully in the defense. In the event that County and/or Customer are determined to be comparatively at fault for any claim, action, loss or damage that results from their respective obligations under this Agreement, County and/or Customer shall indemnify the other to the extent of its comparative fault.

B. Insurance

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

- 1) Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.
- 2) Waiver of Subrogation Rights – Customer shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Customer and Customer's employees or agents from waiving the right of subrogation prior to a loss or claim. Customer hereby waives all rights of subrogation against the County.
- 3) Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 4) Severability of Interests – Customer agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Customer and the County or between the County and any other insured or additional insured under the policy.
- 5) Proof of Coverage – Customer shall furnish Certificates of Insurance to ISD evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be

terminated or expire without thirty (30) days written notice to ISD, and Customer shall maintain such insurance for three (3) years after termination of the Agreement. Within fifteen (15) days of the commencement of this contract, Customer shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

- 6) Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum Best Insurance Guide rating of A- VII.
- 7) Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- 8) Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by Customer.
- 9) Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- 10) Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Customer agrees to execute any such amendment within thirty (30) days of receipt.
- 11) Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
- 12) Without in anyway affecting the indemnity herein provided and in addition thereto, the Customer shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - (i) Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Customer and all risks to such persons under this contract.
 - (ii) Commercial/General Liability Insurance –Customer shall carry General Liability Insurance covering all operations performed by or on behalf of Customer providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - a. Premises operations and mobile equipment
 - b. Products and completed operations
 - c. Broad form property damage (including completed operations)
 - e. Explosion, collapse and underground hazards
 - f. Personal injury

- g. Contractual liability
- h. \$2,000,000 general aggregate limit

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

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

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

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

IX. TERMINATION OR SUSPENSION OF SERVICES

A. Immediate Suspension, Uncured Termination

The County may, in its sole discretion and without prior notice, immediately suspend all or part of the Services for breach of any of the conditions identified below. The County will provide Customer a written notice of breach and allow the Customer 30 days to correct the condition giving rise to such breach. If the Customer fails to remedy the breach within the 30-day cure period, the County may immediately terminate the Services with no further notice required.

- 1) Customer shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of San Bernardino and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Customer shall notify County immediately of loss or suspension of any such licenses and permits. Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement.
- 2) Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement.
- 3) Customer represents and warrants to County that (i) the information Customer provides in connection with registration for the Services is accurate and complete; (ii) Customer's use of the System is not illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) Customer's use of the Services complies with all applicable laws, rules and regulations; (iv) Customer has obtained all consents and licenses required to legally access and use the System; (v) the execution and delivery of this Agreement will not conflict with, or violate any provision of, Customer's charter, by-laws or other governing documents; and (vi) Customer has otherwise taken all necessary steps to legally execute this Agreement.
- 4) Customer agrees to abide by all existing and future security practices, policies and protocols established by the County, which the County has established to ensure the integrity of the System. Customer understands that the County closely monitors the System and may perform periodic security audits.

- 5) Customer agrees to implement measures that are reasonable for Customer's use of the System to prevent interference with the operation of the System. NEITHER COUNTY NOR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO, MISUSE OF, CUSTOMER'S INABILITY TO ACCESS, OR DAMAGE TO THE SYSTEM OR CUSTOMER'S FIELD EQUIPMENT, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

B. Immediate Termination

The County may, in its sole discretion and without prior notice, immediately suspend or terminate all or part of the Services for any of the conditions identified below. The County will promptly provide Customer a written notice of termination or suspension of Services to Customer.

- 1) County discovers that Customer provided false registration information, or that Customer lacked the capacity to enter into this Agreement at the time of its consummation;
- 2) County determines, in its sole discretion, that Customer's use of the Services poses a threat to the security or performance of the System or to any of County's other users or suppliers;
- 3) County determines, in its sole discretion, that Customer's use of the Services is illegal;
- 4) County reasonably believes that Customer's use of the Services has or will subject County to civil or criminal liability;
- 5) Customer fails to make any payment when due; or
- 6) Customer breaches any of the other material terms and conditions in this Agreement.

X. GENERAL TERMS AND CONDITIONS

- A. Permits** - Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- B. Attorneys' Fees**. If any legal action is instituted to enforce any party's rights hereunder, each party agrees to bear its own attorneys' fees and costs regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section VIII(A)(a) Indemnification.
- C. Waiver** - No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- D. Validity** - The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- E. Caption and Paragraph Headings** - Captions and paragraph headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.
- F. Exhibits** - All Exhibits attached hereto, if any, are an integral part of this Agreement and are incorporated herein by reference.

G. Entire Agreement - This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This Agreement may be amended as County and the Customer mutually agree in writing. Any such amendment must be in a physical writing and manually signed by authorized representatives of the County and Customer.

H. Notifications - All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given: (a) Upon actual delivery, if given in person; (b) upon receipt, as evidenced by transmission confirmation, if sent by facsimile; (c) within three (3) days after deposit if sent via United States First Class mail, postage prepaid; or (d) upon receipt as evidenced by proof of delivery if sent by commercial overnight courier. Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective parties may designate by written notice delivered pursuant hereto:

Customer: City of Montclair
Police Department
4870 Arrow Highway
Montclair, CA 91763
(909) 448-3609
Attention: Marci Butler, Administrative Aide

County: County of San Bernardino
Information Services Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
(909) 388-5555
Attn: Administration Services

XI. INFORMATION SERVICES DEPARTMENT AUTHORIZATION

The County's Information Services Department, through the Chief Executive Officer or its Chief Information Officer or designee, is authorized to discharge all functions ascribed to County in this Agreement, except those specifically reserved by law to the Board of Supervisors.

XII. FORCE MAJEURE

County shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date set forth below their respective signatures.

COUNTY OF SAN BERNARDINO

CITY OF MONTCLAIR

▶

Larry Ainsworth, Interim Chief Information Officer

Javier John Dutrey

(State if corporation, company, etc.)

Dated _____

By ▶ _____
(Authorized Signature)

Dated _____

Title Mayor _____

Address 5111 Benito Street, Montclair, CA 91763 _____

ATTEST:

Andrea Phillips, City Clerk

Approved as to Legal Form
▶

Bonnie Uphold, Deputy County Counsel
Date _____

Reviewed by Contract Compliance

Date _____

EXHIBIT A

**800 MHz RADIO COMMUNICATIONS SYSTEM ACCESS/PAGING SERVICES
AND PAYMENT TERMS**

PAYMENT SCHEDULE

Monthly Invoicing: County will invoice Customer monthly for services rendered.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR SERVICES

Service(s)	No of Units	Monthly Unit Charge	Monthly Charge
Radio Access & Maintenance	193	\$59.49	\$11,481.57
Dispatch Console Access, Maint., & Replacement	4	\$671.44	\$2,685.76
Pager Access	0	\$14.79	\$177.48
Total Estimated Monthly Cost			\$14,167.33
Total Estimated Yearly Cost			\$170,007.96



AGENDA REPORT

DATE:	OCTOBER 7, 2019	FILE I.D.:	ADM810
SECTION:	AGREEMENTS	DEPT.:	CITY MGR.
ITEM NO.:	3	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-92 WITH FAIRBANK, MASLIN, MAULLIN, METZ, AND ASSOCIATES FOR POLLING EDUCATION AND OUTREACH SERVICES		

REASON FOR CONSIDERATION: Over the past several years, the City of Montclair has faced a series of financial challenges stemming from the Great Recession of 2007, the elimination of Redevelopment Agencies by the State in 2012, and significant increases to the City's California Public Employee Retirement System's (CalPERS) employer contribution rate and unfunded pension liability costs.

While the City of Montclair has been able to address these financial challenges through a commitment to (1) fiscal restraint achieved by implementation of sound economic policies and practices; (2) reviewing the shared allocation of personnel-related costs between the General Operating Fund, other City entities (Successor Agency and Housing Authority) and other City Funds (Sewer, Economic Development, etc.); (3) reductions in personnel; (4) requiring employees to pay a portion of the CalPERS Member Contribution; and (5) implementation of revenue enhancement measures, these positive fiscal savings have largely been erased by increasing personnel costs, primarily related to significant annual increases to the City's CalPERS employer contribution rate and unfunded pension liability costs. To further compound the financial challenges facing the organization, revenues have begun to plateau while the costs of providing general city services has increased.

Without additional revenue sources, the City will not be able to make significant improvements in expenditure outlays including personnel, services, supplies, and capital projects, nor will it be able to keep abreast of the financial challenges it has been addressing for the past several years.

At the Fiscal Year 2019-20 Budget Workshop, the City Council directed staff to look into the possibility of a sales tax measure on the November 2020 election ballot and to hire a firm to conduct a public opinion survey regarding such a sales tax measure. In order to conduct said public opinion survey to gauge the viability of a sales tax measure and to assist in education and outreach efforts, staff is recommending that the City contract with Fairbank, Maslin, Maullin, Metz & Associates (FM3) for polling education and outreach services.

A copy of proposed Agreement No. 19-92 is attached for the City Council's review and consideration.

BACKGROUND: During the Fiscal Year 2019-20 budget process, the City Council directed staff to look into various revenue enhancement measures in order to address

the various fiscal challenges affecting the organization and to report those revenue enhancement measures to the City Council at the Fiscal Year 2019–20 Budget Workshop.

Staff provided the City Council with several revenue enhancement measures for Fiscal Year 2019–20 and beyond. The revenue enhancement measures presented to the City Council at the Fiscal Year 2019–20 Budget Workshop included the following:

- Renewed evaluation of service contracting for specified programs targeted at maintaining and enhancing services and achievable cost efficiencies;
- Consideration of potential increases in the Transaction and Use Tax and Utility User Tax;
- Consideration of a Proposition 64 (cannabis) compliance program, and any related fee structure;
- Potential refunding of redevelopment bonds to produce debt service savings; and
- Consideration of a pension bond to cap the annual employer payments on the unfunded pension liabilities.

At the conclusion of the Fiscal Year 2019–20 Budget Workshop, the City Council directed staff to assess the viability of a sales tax measure to increase the existing Transactions and Use Tax and to hire a firm to conduct a public opinion survey regarding such a sales tax measure.

It should be noted that in November 2004, Montclair voters approved Measure F, a Transaction and Use Tax ballot measure that established a 0.25-percent Transaction and Use Tax on goods and services. Measure F was approved by 63 percent of Montclair voters and went into effect April 2005. The Transaction and Use Tax has an annual revenue earning of roughly \$2.3 million.

The California sales tax rate is 7.25 percent. This rate is made up of the six-percent state sales tax rate and an additional 1.25-percent local rate. Statewide, the permissible local sales tax rate range is 7.25 percent to 10.5 percent, with the top of the range effective April 1, 2019. The current total sales tax rate in Montclair is 8 percent and includes the following components:

- 7.25 percent California sales tax rate;
- 0.5 percent San Bernardino County Measure I transportation sales tax rate; and
- 0.25 percent City of Montclair transactions and use tax rate.

Public Opinion Survey

According to the Fair Political Practices Commission, cities may spend public funds to conduct public opinion surveys prior to putting a measure on the ballot as long as the results are not used later to influence the voters after the measure is placed on the ballot. The public opinion survey would only be used to help decide whether to move forward with the ballot measure and how to stage a successful education effort to best inform residents about the measure.

Several cities in the San Gabriel Valley have recently passed sales tax measures, including the cities of Acadia, Burbank, Covina, Glendale, Glendora, Pasadena, and Pomona. Several more cities, including Monrovia, Azusa, Duarte, and Sierra Madre, are considering measures during upcoming elections in November and March.

Many of those cities have used or are currently using Fairbank, Maslin, Maullin, Metz & Associates (FM3) for polling education and outreach services. FM3 has provided research for 19 successful finance measures in the San Gabriel Valley on behalf of 15 local government agencies. Staff contacted the various government agencies that have utilized the services of FM3 and received significant positive feedback regarding the firm and the services provided.

As a result, staff requested and obtained a quote from FM3 for polling education and outreach services pertaining to an increase in the Transaction and Use Tax. FM3 provided a quote of \$31,375 for polling education and outreach services.

It should be noted that FM3 has conducted research within the City of Montclair for other local government agencies, aiding in the successful passage of several revenue measures, including for Chaffey Community College District (Measure P, 2018), Ontario-Montclair School District (Measure K, 2016), and Chaffey Joint Union High School District (Measure P, 2012).

After careful consideration, staff recommends utilizing the services of FM3 based on cost, familiarity with the City of Montclair, and feedback from various other local government agencies who have utilized the services of FM3.

Scope of Work

FM3 proposes to conduct a 20-minute dual mode survey (online and by telephone) among a random sample of up to 400 City of Montclair residents who are registered to vote, and are deemed likely to vote in the November 2020 election based on voter history. The survey will be conducted both in English and Spanish in order to garner a sample size that is reflective of the community. *Exhibit A*, attached to this agenda report, includes a detailed scope of work to be conducted.

The scope of work includes all costs for questionnaire design, sample acquisition and preparation, programming, email invitations, survey hosting, translations, telephone interviewing in English and Spanish, data entry and analysis, reporting, and travel.

Following the completion of the survey, FM3 will provide the following:

- A questionnaire for easy reference;
- An analysis of survey results in PowerPoint; and
- A presentation of the survey results.

FM3 will also be available for ongoing consultation and any further analysis of the research data collected.

FM3

FM3 Research is a California-based company that has been conducting public policy-oriented opinion research since 1981. While FM3 initially conducted primarily political surveys for candidate and ballot measure campaigns, FM3 has significantly broadened its focus over the past several decades.

FM3 conducts surveys for organizations seeking to deepen their understanding of how the public perceives certain policy issues, how the public perceives their organization and its services, etc. FM3 conducts a wide-range of research with “closed” populations, such as employees or key decision-makers.

FM3 has a staff of 22 full-time employees split between their Los Angeles and Oakland offices. FM3 has their own in-house data analysis/processing team and presentation design resources. This enables FM3 to turn projects around quickly, and to engage in more sophisticated data analysis tailored to client needs.

FISCAL IMPACT: Approval of Agreement No. 19-92 with Fairbank, Maslin, Maullin, Metz & Associates (FM3) for polling education and outreach services would result in a cost to the City of \$31,375.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-92 with Fairbank, Maslin, Maullin, Metz & Associates for polling education and outreach services.



FAIRBANK, MASLIN,
MAULLIN, METZ
& ASSOCIATES

LETTER OF AGREEMENT
CITY OF MONTCLAIR FINANCE MEASURE DUAL-MODE
PROJECT 220-5570
SEPTEMBER 27, 2019

1. It is agreed that Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) will provide public opinion research services (Services) for the City of Montclair(Client) for a total cost not to exceed \$ 31,375.
2. These Services include: all professional and staff time, questionnaire design, sample acquisition, survey programming, email invitations, survey hosting, telephone interviewing, data entry and analysis, and reporting necessary to complete a dual-mode survey, averaging 20 minutes per interview, of 400 City of Montclair November 2020 likely voters, as outlined in our proposal dated September 20, 2019.
3. Both parties will reach a mutual agreement on the contents of the research instruments. Client agrees that, when its approval is called for hereunder, it will promptly review and approve all such matters in good faith and in consultation with FM3, and that its approval will not be unreasonably withheld or delayed.
4. As compensation for Services under this Agreement, Client agrees to pay FM3 the final cost agreed upon by both parties in writing upon completion of the agreed upon scope of work. Invoices are due and payable upon receipt and will be considered past due fifteen (15) days after each invoice's date.
5. When FM3's Services conclude, all unpaid charges owed shall become immediately due and payable, according to the terms in the preceding paragraph.
6. This Letter of Agreement will take effect when Client returns a signed copy of this Letter of Agreement.
7. The prevailing party in any action or proceeding to interpret or to enforce any provision of this Letter of Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in any efforts to negotiate the matter. Each party to pay their own attorney fees.
8. This Letter of Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. This Letter of Agreement cannot be assignable without prior written approval by Client.
9. This Letter of Agreement is deemed to have been entered into in the County of Los Angeles, State of California, and shall be governed by the laws of the State of California. Any action or proceeding with respect to this Letter of Agreement or any matter arising therefrom shall be maintained exclusively in the Superior Court in

the County of Los Angeles, California, as the jurisdiction and venue of which each party hereby specifically consents.

10. This Letter of Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiations, proposed agreements, written or oral.
11. This Letter of Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when the other parties have executed a counterpart.
12. The individuals executing this Letter of Agreement on behalf of each of the parties hereby represent and warrant that each is duly authorized to do so.
13. It is understood and agreed that Client is and shall be solely responsible for the use of the public opinion research provided by FM3 under this Letter of Agreement. It is understood and agreed that FM3 is solely responsible for the results of the public opinion research provided pursuant to this Letter of Agreement. FM3 shall at all times comply with state and federal law, and any statute, rule, regulation or order from any governmental or regulatory agency. In the event that any state and/or federal, regulatory agency or any other person and/or entity shall make a claim against Client or its' agents, employees, or affiliates which is in any manner related to this Letter of Agreement, the services of FM3, or the results of any public opinion research provided by FM3, FM3 shall indemnify and hold harmless included but not limited to costs and attorney fees incurred by Client in defense of such matter.
14. All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:
 - A. All notices, demands, requests or approvals from FM3 to Client shall be addressed to:

Edward Starr
5111 Benito Street
Montclair, CA 91763
Telephone: (909) 625-9497
E-mail: ecstarr@cityofmontclair.org
 - B. All notices, demands, requests or approvals from Client to FM3 shall be addressed to:

Richard Bernard
Fairbank, Maslin, Maullin, Metz & Associates, Inc.
1999 Harrison Street, Suite 2020
Oakland, CA 94612
Telephone: 510-451-9521
E-mail: Bernard@FM3Research.com

John Dutrey, Mayor
City of Montclair

Date

ATTEST:

Andrea Phillips, City Clerk
City of Montclair

Date

Richard Bernard, Partner
Fairbank, Maslin, Maullin, Metz & Associates, Inc.

Date

Exhibit A



TO City of Montclair

FROM Dr. Richard Bernard & Laura Covarrubias
FM3 Research

RE: Cost & Scope Options for Public Opinion Research

DATE September 20, 2019

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this proposal to conduct a Resident Budget and Priority Survey for the City of Montclair. The purpose of this study is to identify voters' overall opinions and impressions of the City of Montclair and their services, test the viability of possible revenue measures, and identify voters' budgeting priorities.

FM3 has had the opportunity to conduct research within the City of Montclair for other public agencies, aiding in the successful passage of several revenue measures, including for Chaffey Community College District (Measure P, 2018), Ontario-Montclair School District (Measure K, 2016), and Chaffey Joint Union High School District (Measure P, 2012). In addition, FM3 has worked successfully in over 140 California cities to develop strategies to pass revenue-generating measures, including, but not limited to: sales taxes, transaction and use taxes, cannabis sales, business and gross receipt taxes; transient occupancy taxes (TOTs); utility user taxes (UUTs); and parcel taxes. In 2018 alone, FM3's research helped 37 California cities pass ballot measures to provide funding for local public services. We believe that our wealth of knowledge on local ballot measures and extensive experience in the area makes us prime candidates to conduct the necessary research for the City to meet its goals.

SCOPE OF WORK

FM3 proposes to conduct a 20-minute dual mode survey (online and by telephone) among a random sample of up to 400 City of Montclair residents who are registered to vote, and are deemed likely to vote in the November 2020 election based on voter history. Out of this sample, we anticipate that roughly 66 percent of the interviewed voters will also be likely to vote in the March 2020 election, allowing our firm to test the viability of a revenue measure among both electorates. Additionally, given that over half of all registered voters in the City of Montclair (59%) are of Latino or Hispanic heritage, FM3 will offer respondents the option to take the survey in Spanish over the phone.

A detailed scope of work along with cost specifications for the proposed research are provided on the following page.

Research Methodology	Dual-mode voter survey
Data Collection Mode	Telephone and online interviews
Respondent Contact Method	Telephone calls and email invitations
Sample	400 City of Montclair registered voters likely to vote in November 2020 based on past voting history, with a subsample of those also likely to vote in March 2020
Margin of Sampling Error	±4.9 percent in 95 out of 100 cases for a sample of 400 interviews
Questionnaire	20-minute survey, featuring between 60 and 75 unique questions (including battery question items)
Deliverables	<p>Following the completion of the survey, we will provide:</p> <ul style="list-style-type: none"> • A questionnaire for easy reference • An analysis of survey results in PowerPoint • A presentation of the survey results <p>FM3 will also be available for ongoing consultation and any further analysis of the research.</p>
Cost	FM3 is prepared to conduct the proposed research for a not-to-exceed amount of \$31,375 . This price is comprehensive, and includes all costs for questionnaire design, sample acquisition and preparation, programming, email invitations, survey hosting, translations, telephone interviewing in English and Spanish, data entry and analysis, reporting, and travel.

We would welcome the opportunity to work with you on this research. If you have any questions or if there is any further information we can provide, please do not hesitate to contact us. Thank you for your consideration. You may reach us in our Los Angeles office as follows:

Richard Bernard, Ph.D., Partner
 Fairbank, Maslin, Maullin, Metz & Associates (FM3)
 12100 Wilshire Boulevard, Suite 350
 Los Angeles, CA 90025
 (310) 828-1183 (Office)
Bernard@FM3Research.com

Laura Covarrubias
 Fairbank, Maslin, Maullin, Metz & Associates (FM3)
 12100 Wilshire Boulevard, Suite 350
 Los Angeles, CA 90025
 (310) 828-1183 (Office)
Laura@FM3Research.com



AGENDA REPORT

DATE:	OCTOBER 7, 2019	FILE I.D.:	HSV030
SECTION:	AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	4	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-93 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO PROVIDE AN ADDITIONAL AFTER-SCHOOL PROGRAM CLASS AT MONTERA ELEMENTARY FOR THE MANDARIN DUAL LANGUAGE IMMERSION PROGRAM		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 19-93 with Ontario-Montclair School District (OMSD) to provide an additional After-school Program class at Montera Elementary for the Mandarin Dual Immersion 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) program through grants made available to local education authorities, such as OMSD. The goal of the Montclair After-School Program (MAP) is to improve the academic performance and success of students in the program by providing high-quality academic programming after school while ensuring a safe physical and emotional environment for all.

This year, OMSD began a Dual Language Immersion Program at Montera Elementary for Transitional Kindergarten and Kindergarten students. Children enrolled in this Dual Language Immersion Program receive California State Standards instruction in both English and Mandarin to foster bilingualism, enhance cultural diversity and to develop academic proficiency in both languages over their school years. The program is comprised of Native Mandarin speaking and English-speaking students to promote oral fluency, achieve reading and writing skills, and develop critical thinking in two languages.

Proposed Agreement No. 19-93 would provide funding for MAP at Montera Elementary School to provide an additional class for Transitional Kindergarten and Kindergarten students enrolled in the Mandarin Dual Immersion Program. The funding will be used to support academic, enrichment, and physical activities for children in the after-school programs.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 19-93, OMSD would provide \$61,000.00 to fund personnel, training, program supplies, and grant oversight. The term of proposed in Agreement No. 19-93 is October 3, 2019, through June 30, 2020.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-93 with Ontario-Montclair School District to provide an additional After-school Program class at Montera Elementary for the Mandarin Dual Immersion 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 3rd day of October, 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 expanded learning program at Montera. 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 \$61,000.00. See Attachment 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:	\$61,000.00	
Travel Expense:	NA	
Total contract amount not to exceed (<i>services + travel</i>)		\$61,000.00

- 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 10/03/2019 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.

N/A

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	Date
Phil Hillman, Chief Business Official	Javier John Dutrey, Mayor
Printed Name/Title	Printed Name/Title
Ontario-Montclair School District	mrichter@cityofmontclair.org
950 West D Street Ontario, CA 91762	Email Address
	5111 Benito Street
	Street Address
	Montclair, CA 91763
	City, State, Zip Code
	(909) 626-8571
	Telephone Number
	Attest: _____
	Andrea Phillips, City Clerk

Approved by OMSD Board:

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
Javier John Dutrey, Mayor

Printed Name/Title

Date
mrichter@cityofmontclair.org

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 for transitional kindergarten and kindergarten students at Montera Elementary School.
- II. **CONSULTANT** will have the following responsibilities in support of the ASES program:
 - a. Coordinate the academic assistance, homework support, and enrichment portions (including time for physical activity) of the ASES 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 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.

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 \$61,000 of grant award from the California Department of Education (henceforth **CDE**).
 - b. Administrative costs may not exceed 7.5% of grant award from **CDE**.
 - c. If **DISTRICT** fails to receive ASES 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 in no more than 10 payments.
 - 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 billed 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.



AGENDA REPORT

DATE:	OCTOBER 7, 2019	FILE I.D.:	HSV043
SECTION:	AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	5	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 19-95 WITH HEALTH SERVICE ALLIANCE TO PROVIDE MEDICAL SERVICES AT THE MONTCLAIR MEDICAL CLINIC		

REASON FOR CONSIDERATION: The City Council is requested to consider Agreement No. 19-95 with Health Service Alliance to provide medical services at the Montclair Medical Clinic.

BACKGROUND: Since 1978, the Montclair Medical Clinic (MMC) has served the community by offering physical exams, general family practice, low-cost laboratory, radiology and mammogram referrals, prescriptions, and limited gynecological services. MMC, housed in the Recreation Center for over thirty years, moved in early 2017 to the newly renovated Health Service Alliance Building, owned by Dr. James Lally.

Dr. Lally is the Medical Director and Supervising Physician of MMC. In the past, Montclair Hospital has sent a Medical Resident to the evening clinic to see patients and oversee the Western University Doctor of Osteopathic Medicine students. Since the summer of 2018, Montclair Hospital has experienced a shortage of medical residents and is no longer able to send residents to MMC regularly. To overcome this challenge, Health Service Alliance will provide a Physician's Assistant to staff the evening clinic at least one night per week.

Dr. James Lally began his association with the MMC as a student in 1990, graduating in 1991 from the College of Osteopathic Medicine of the Pacific. He completed his postdoctoral training and resident internship through Doctors' Hospital of Montclair. Dr. Lally is the founder and chief medical officer of Health Service Alliance (HSA), a nonprofit whose goal is to help find solutions for low-income residents in our community who are medically underserved. HSA has collaborated with MMC to provide services since 2003.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 19-95, no more than \$6,100 in grant funds will be utilized, and there will be no direct impact to the City's General Fund. The proposed term of Agreement No. 19-95 is October 7, 2019 through June 30, 2020.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 19-95 with Health Service Alliance to provide medical services at the Montclair Medical Clinic.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

HUMAN SERVICES - PROGRAM FISCAL AND CONTRACT COMPLIANCE

THIS AGREEMENT is made and effective as of October 7, 2019 between the City of Montclair, a municipal corporation (“City”) and Health Service Alliance (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on October 7, 2019 and shall remain and continue in effect for a period of 9 months until tasks described herein are completed, but in no event later than June 30, 2020 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

City’s Human Services Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City’s Human Services Director shall be authorized to act on City’s behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant’s compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. This amount is subject to receipt of grant funding and shall not exceed \$6,100 for the

total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating

Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

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

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

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

10. INSURANCE

(a) **Types of Required Coverages**

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

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) **Professional Liability:** Professional Liability Insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.
- (4) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

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

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

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

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

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

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

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance

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

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage

Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either

immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract. Upon expiration or termination of coverage of required insurance, Consultant shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subconsultants

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

(l) Insurance Obligations of Consultant

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

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers,

employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's

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

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

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

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: Marcia Richter
Human Services Director
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Health Service Alliance
5050 San Bernardino Road
Montclair, CA 91763

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONFIDENTIALITY

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

22. DISCRIMINATION

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR

CONSULTANT

By: _____

Javier John Dutrey, Mayor

Attest:

By: _____

Andrea M. Phillips, City Clerk

By: _____

Terry Chase, PhD
Chief Executive Officer
Health Service Alliance

EXHIBIT A

During the term of this Agreement and in accordance with Section 2, **CONSULTANT** shall provide the services described below:

- a) Provide a Physician's Assistant, to treat patients, document services provided and assist with Western University College of Osteopathic Medicine of the Pacific Students at the Montclair Medical Clinic
 - a. Montclair Medical Clinic Days/Hours of Operation: Monday's, 5:00pm-8:00pm or until the last patient is seen and Thursday's, 4:00pm-6:00pm or until the last patient is seen.
 - b. Services shall be provided every Monday and Thursday except for the second Monday of the month and holidays, unless notified otherwise by Marcia Richter, Director of Human Services.
- b) If it is necessary for the Physician's Assistant to be changed, the Consultant must notify the City of Montclair within 14 days and the Consultant must receive the City's approval prior to making the change.
- c) Provide monthly invoices to Alyssa Colunga, Administrative Analyst, acolunga@cityofmontclair.org along with a written accounting and confirmation of services performed each month. Payment for each date of service should not exceed \$100, for a total contract amount not to exceed \$6,100.

EXHIBIT B

Payment Schedule – Fiscal Year 2019/2020

<u>Month</u>	<u>Amount Not to Exceed</u>
October 2019	\$700.00
November 2019	\$600.00
December 2019	\$500.00
January 2020	\$700.00
February 2020	\$600.00
March 2020	\$800.00
April 2020	\$800.00
May 2020	\$600.00
June 2020	<u>\$800.00</u>
Total	\$6,100.00



AGENDA REPORT

DATE: OCTOBER 7, 2019

FILE I.D.: TRN256

SECTION: RESOLUTIONS

DEPT.: CITY MGR.

ITEM NO.: 1

PREPARER: E. STARR

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 19-3253 SUPPORTING THE METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY'S PLANNED OPTIONAL DESIGN-BUILD 2 EXTENSION OF GOLD LINE LIGHT RAIL SERVICE FROM THE CITY OF POMONA TO THE CITY OF MONTCLAIR, AND FURTHER SUPPORTING RETENTION OF THE MONTCLAIR TRANSCENTER AS THE PRESENT EASTERN TERMINUS OF GOLD LINE LIGHT RAIL SERVICE

REASON FOR CONSIDERATION: Assembly Bill 1600 (Torres-2012) designates the City of Montclair Transcenter as the eastern terminus for Gold Line light rail service.

Over the last decade, the Montclair City Council and City staff have consistently advocated on behalf of the Gold Line Extension to the Montclair Transcenter, and the City Council has advanced \$3 million in funds on behalf of the San Bernardino County Transportation Authority to participate in advanced engineering and environmental work to ensure the Gold Line reaches Montclair.

The Gold Line Extension from Pomona to Montclair is now designated as an optional Design-Build contract that requires an additional \$450 million in funding if the project is to be part of the current contract procurement that was awarded by the Construction Authority Board of Directors in August 2019.

By adoption of Resolution No. 19-3253, the City Council would demonstrate and reaffirm its commitment to the Gold Line Extension to the Montclair Transcenter.

BACKGROUND: Phase 2A of the Gold Line Extension Project extended the light rail service east out of Pasadena to the Azusa Pacific University/Citrus College Station—that leg of the Gold Line service route opened in March 2016.

Phase 2B of the Gold Line Extension Project would extend the Gold Line eastward to the City of Montclair. However, in September 2018 the Construction Authority received RFP bid responses that brought the revised estimated cost of the Phase 2B Project to an estimated \$2.1 billion—\$500 million higher than estimated by the Construction Authority.

In response, the Construction Authority revised the phasing of the Phase 2B Project, to deliver the Project to Pomona as a Design-Build 2 (DB-2) Project, with completion in 2025, and deliver the Project to Claremont and Montclair as a Design-Build 2 Optional (DB-2 Optional) Project, with completion in 2028, provided an estimated \$450 million in funding is developed by October 2021.

Including all Project-related costs (management and administration, right-of-way acquisition, parking facilities, construction costs, planning, equipment and train cars),

the total cost for DB-2 is approximately \$1.522 billion, and the total cost for DB-2 Optional is approximately \$550 million, for a total Project cost of \$2.077 billion, down from September 2018's bid of \$2.097 billion, for an overall Project decrease of approximately \$20 million.

Of the estimated \$550 million cost for DB-2 Optional the cost of the Project from Pomona to Claremont is approximately \$450 million and will be sought from state sources; and the cost of the Project from Claremont to Montclair is approximately \$95 million, of which an estimated \$39 million to \$45 million is allocated by SBCTA, primarily through state and Measure I programmed sources, and an estimated \$41 million to \$49 million has been allocated to the Montclair Segment by the California State Transportation Administration (CalSTA) through the Transit and Intercity Rail Capital Program (TIRCP), with no additional, significant commitment of funds required from SBCTA for construction of the Gold Line to Montclair. The \$15 million discrepancy (\$80 million to \$95 million) in projected available funding for the Montclair Segment relates to the perceived difference in fund-development scenarios reported by SBCTA (\$80 million) and the Construction Authority (\$95 million). Any additional funding that may be required, including the \$15 million SBCTA says the Project is short on for the Montclair Segment, is likely to be developed jointly between SBCTA, Metro and the Construction Authority through state sources.

At its meeting of August 14, 2019, the Construction Authority Board of Directors awarded an \$805,634,000 Alignment Design-Build contract to Kiewit-Parsons, a Joint Venture, to build the DB-2 to Pomona, with an option to complete the entire project to Montclair as DB-2 Optional.

The Gold Line Phase 2B Project has faced repeated funding, technical and political challenges during its history. Now, however, the Montclair Segment of the Project faces a new threat from within San Bernardino County. At the September 4, 2019, meeting of the SBCTA Board of Directors, the Executive Director stated that he would bring to the Board, at its meeting in November 2019, a "recommendation to throw in the towel [on the Gold Line light rail extension to Montclair]", and would "propose another alternative [Diesel Multiple Unit trains (DMUs), or the "Gold Link"]"—a train service previously discussed by the SBCTA Executive Director that would travel between Rancho Cucamonga and Pomona in Los Angeles County. DMUs are currently proposed for service on the Redlands Passenger Rail route when that line opens.

At the September 4, 2019 SBCTA Board meeting, Montclair Mayor Dutrey replied and alluded to the following points:

1. The Montclair community supports the Gold Line coming to Montclair;
2. Of the Gold Line's \$2.077 billion Phase 2B project cost, approximately \$1.2 billion has been allocated by Metro through Measure R and Measure M; approximately \$280 million has been allocated by CalSTA through a TIRCP grant; approximately \$126 million has been allocated by the San Gabriel Valley Council of Governments; and approximately \$39 million to \$45 million has been directly allocated by SBCTA from state and Measure I programmed dollars. An estimated \$450 million deficit remains to be closed, and that funding will be requested from state sources; or, after October 2021, when the current Design-Build Contract Procurement period ends, through federal and state sources;

3. Of the estimated \$550 million cost for DB-2 Optional the cost of the Project from Pomona to Claremont is approximately \$450 million and will be sought from state sources; and the cost of the Project from Claremont to Montclair is approximately \$95 million, of which an estimated \$39 million to \$45 million is allocated by SBCTA, primarily through state and Measure I programmed sources, and an estimated \$41 million to \$49 million has been allocated to the Montclair Segment by the California State Transportation Administration (CalSTA) through the Transit and Intercity Rail Capital Program (TIRCP), with no additional, significant commitment of funds required from SBCTA for construction of the Gold Line to Montclair;
4. Montclair holds the position that the SBCTA Board should take no action regarding the Montclair Segment until the current Design-Build Contract Procurement period ends in October 2021, at which time extension of the Gold Line east of Pomona to Montclair can be re-assessed to determine if federal funding is an option, or if other alternatives should be considered;
5. If current economic conditions worsen and/or the nation enters in recessionary period, rebidding the DB-2 Optional could result in lower overall construction costs and reduce the funding requirement from SBCTA; and

In adopting Resolution No. 19-3253, the City Council traces, recites and demonstrates the following significant milestones and evolutionary path of the Gold Line Extension:

1. The Construction Authority and its Gold Line Extension Project partners have overcome repeated and significant political, technological and economic challenges and hurdles;
2. The Project continues to be regarded as one of the region's most significant transit projects in scope because it promotes and expands on mobility, accessibility and inter-transit connectivity; creates economic opportunities; contributes greatly to improving the environment; and promotes significant reductions in vehicle miles travelled;
3. The Project has garnered widespread support from transit and legislative leaders throughout the state and at the federal level;
4. The Project receives widespread support from citizens and current and future Gold Line transit riders;
5. The Project is mandated by state law (AB 1600) to extend to its eastern terminus at the Montclair Transcenter;
6. The Project is supported by San Bernardino County's Measure I and the SBCTA Board of Directors as a priority transit project;
7. Metro is firmly committed to the Gold Line Extension as a priority project vital to its 28-by-28 transit objectives;
8. Through their support of Measure R and Measure M, Los Angeles County voters overwhelmingly demonstrated their commitment to the Gold Line and

the expansion of other transit and transportation projects that will serve the people of Southern California;

9. The 27 cities of the SGVCOG demonstrated selfless commitment to the greater regional need for the Gold Line as a vital transit link between Los Angeles, the San Gabriel and Pomona Valleys and the Inland Empire;
10. The state, through one of the largest TIRCP grants awarded to date, recognizes that the Gold Line Extension Project would positively impact environmental pollution by reducing Greenhouse gas emissions and traffic congestion on streets, roads and highways;
11. In 2004, San Bernardino County voters approved Measure I and its commitment to construct the Gold Line to Montclair;
12. The Gold Line Extension Project would improve access to the region's airports and centers of employment, education, health, culture and entertainment;
13. The Gold Line Extension Project offers economic opportunities to communities throughout the region;
14. The Gold Line would not only enhance mobility in one of the most congested metropolitan areas in the United States, the 23.9-mile Phase 2A and Phase 2B projects are regarded as economic catalysts for the region, generating an estimated 6,900 jobs during the respective construction phases;
15. The Gold Line would provide access to centers of employment, education, health, culture and entertainment for all peoples of the region;
16. The Gold Line Extension Project directly offers opportunities of expansion in housing and other development opportunities to transit districts in and around Gold Line stations, as demonstrated by the current, ongoing and future economic activity in and around the Montclair Transcenter; and
17. The development of housing in and around Gold Line corridor cities, including Montclair, help to address the state's housing shortage.

Furthermore, by adoption of Resolution No. 19-3253, the City Council reaffirms unwavering commitment to extension of Gold Line light rail service to the Montclair Transcenter and makes the following concluding observations:

1. The City Council will make every effort to meet with State Legislators and Governor Newsom, and work with our municipal and Gold Line partners to secure the necessary funding to complete the Gold Line Phase 2B Project to the Montclair Transcenter.
2. If it becomes necessary to secure federal transit funds to complete the Phase 2B Project to the Montclair Transcenter, the Montclair City Council will work with the Montclair's Federal Legislative Advocate, Federal Legislators and municipal and Gold Line partners to secure federal funding.

3. The Montclair City Council does hereby opine that the San Bernardino County Transportation Authority (SBCTA), the Transportation Authority for San Bernardino County, is legally duty-bound to comply with the provisions of Ordinance No. 04-01 (Measure I) including Project Category G in Schedule D of the Transportation Expenditure Plan established for Metrolink/Rail Service, specifying that 8% of revenue collected in the Valley Subarea shall fund Metrolink/Rail Service and that eligible expenditures of Metrolink/Rail Service funds shall include construction and operation of an extension of the Gold Line to the Montclair Transcenter for San Bernardino County residents traveling to San Gabriel Valley cities, Pasadena, and Los Angeles, and for residents from the Los Angeles County area to travel to San Bernardino County, including to Ontario International Airport.
4. Pursuant to AB 1600, the Montclair Transcenter is the designated terminus of the Gold Line.
5. Under direction of SBCTA, the Gold Line Extension to Montclair is a Board mandated priority project that shall receive equal eligibility for Measure I revenues and funding from other available sources.
6. In compliance with Schedule D5 of the SBCTA Transportation Expenditure Plan, the Gold Line Extension to the Montclair Transcenter is eligible as a top-tier equal priority project eligible for funding from Measure I revenues and other funding sources available to SBCTA for transit projects.
7. SBCTA has already developed an estimated \$39 million to \$45 million in funding for construction of the Montclair Segment and, together with Metro and the Construction Authority, is projected to receive up to \$41 million to \$49 million in TIRCP funding for the Montclair Segment, for a combined total of approximately \$80 million to \$94 million, substantially meeting the estimated \$95 million in funding necessary for construction of the Montclair Segment and SBCTA is, therefore, not required to secure additional significant funding beyond the closure of a maximum \$15 million funding gap that would likely be addressed through state sources, making it unnecessary for the SBCTA Board of Directors to consider any recommendation to "*throwing in the towel*" on the Montclair Segment of the Gold Line light rail extension.
8. In compliance with "Section VII. Return to Source" in Ordinance No. 04-01 (Measure I), revenues generated from each specified subarea within San Bernardino County as outlined in the Expenditure Plan shall be expended on projects of direct benefit to that subarea, including the Gold Line extension to Montclair.
9. Development within North Montclair is based on, and defined by, the Amended North Montclair Downtown Specific Plan (NMDSP) as a Transit Oriented District (TOD); and that the NMDSP TOD concept is further based on promises contained in San Bernardino County Transportation Authority Ordinance No. 04-01 to construct light rail service to the Montclair Transcenter, thereby augmenting and enhancing existing public transit options and constituting and defining the Montclair Transcenter as one of the very few major transit hubs outside, and east of, Los Angeles' Union Station.

10. Based on identification of the Montclair Transcenter as a primary public transit hub served by multiple bus companies, Metrolink commuter rail service and future Gold Line light rail service, the development community has expended hundreds of millions of dollars on development activity in North Montclair, with the promise of several billion dollars in future, planned development.
11. "*Throwing in the towel*" on the Montclair Segment of the Gold Line light rail extension violates the intent of AB 1600, Ordinance No. 04-01, the direction of the SBCTA (SanBAG) Board of Directors, the purpose and intent of the NMDSP, and the commitment to developers and the people of the west end of San Bernardino County to bring light rail service to the Montclair Transcenter.
12. "*Throwing in the towel*" on the Montclair Segment of the Gold Line light rail extension would undermine the billions of dollars in development activity planned for North Montclair through the addition of new retail, entertainment, housing, office, and other construction-related activity that is based on the promise of Gold Line light rail service to the Montclair Transcenter.
13. The proposed replacement of Gold Line light rail service with DMU passenger trains has garnered no commitment from Metro, Metrolink, the Southern California Regional Rail Authority (SCRRA), the Foothill Gold Line Extension Construction Authority, the State Legislature, members of Congress or any regional body that believes in, and stands behind, the need to regionalize and expand transit options to improve environmental quality, reduce traffic congestion and promote transit mobility, accessibility and connectivity.
14. "*Throwing in the towel*" on the Montclair Segment of the Gold Line light rail extension would likely result in costly legal challenges from public agencies and private developers who have operated and invested on the promise of light rail service to the west end of San Bernardino County.
15. "*Throwing in the towel*" on the Montclair Segment of the Gold Line light rail extension would represent a terminal loss to the extension of light rail service to Ontario International Airport (ONT), denying tens of thousands of future travelers from the San Gabriel Valley easy and affordable access to ONT.
16. "*Throwing in the towel*" on the Montclair Segment of the Gold Line light rail extension would represent a repeat of a monumental failure in decision making by Los Angeles County transportation officials when they failed, in the 1970s, to recommend taking light rail service to Los Angeles International Airport (LAX)—a decision that would not be corrected until 2014 at a projected cost of nearly 2± billion dollars.

Lastly, by adoption of Resolution No. 19-3253, the City Council reaffirms its commitment to the development of North Montclair as a transit oriented district pursuant to the guiding principles incorporated in the Amended North Montclair Downtown Specific Plan and makes the following concluding observations:

1. Promised development of Gold Line light rail service has spawned major transit-oriented development (TOD) activity up and down the corridor, including the corridor along the planned extension into San Bernardino County;

2. Within the amended North Montclair Downtown Specific Plan area in and around the Montclair Transcenter, the future delivery of Gold Line light rail service has triggered significant TOD development and interest;
3. Based on the belief that Gold Line light rail service would be extended to the Montclair Transcenter commercial, office, entertainment, housing, and high-density mixed-use developers have identified Montclair's commitment to the future extension of Gold Line light rail service to North Montclair as central to their respective decisions to invest hundreds of millions of dollars in various development projects;
4. Montclair has already seen the addition of more than 500 residential units, current construction of approximately 220 residential units, and near-term planned construction of more than 500 units, all within its TOD, with a total economic impact in excess of \$500 million;
5. Montclair and CIM Group, the owner of the Montclair Place regional shopping center, are preparing a Montclair Place District Specific Plan to further capitalize on future Gold Line light rail service by planning for development of a concentrated mix of housing, entertainment, office, restaurant, civic, and educational uses, including up to 6,300 residential units, for a total economic impact projected to exceed \$3 billion; and
6. Montclair Place has already realized a number of improvements to its mix of food, retail and entertainment options—economic improvements that exceed \$300 million in development-related costs—that are leading to greater improvement within the City's Transit District, all driven by the promise of future Gold Line light rail service.

In conclusion, Resolution No. 19-3253 directs comprehensive outreach to state and federal legislators, municipal representatives, legal representatives, transit operators, business interests and other stakeholders to oppose and resist any diversion of Gold Line light rail service away from the Montclair Transcenter, and that copies of this Resolution receive the widest dissemination possible to each of the bodies referenced herein.

FISCAL IMPACT: There is no direct fiscal impact to the City's General Fund Budget related to adoption of the Resolution No. 19-3253. However, development of the City's transit district and the promise of a future Gold Line light rail station at the Montclair Transcenter is having, and would continue to have, immeasurable positive impact on the City's property and sales tax base, and would add tremendous value to the quality of life for Montclair residents.

Failure to bring the Gold Line to the Montclair Transcenter could result in an adverse impact on development activities within the North Montclair Downtown Specific Plan and Montclair Place District Specific Plan areas, as well as future development in North Montclair related to the City's General Plan Update process.

RECOMMENDATION: City staff recommends the City Council adopt Resolution No. 19-3253 supporting the Metro Gold Line Foothill Extension Construction Authority's planned optional Design-Build 2 extension of Gold Line light rail service from the City of Pomona to the City of Montclair, and further supporting retention of the Montclair Transcenter as the present eastern terminus of Gold Line light rail service.

RESOLUTION NO. 19-3253

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR SUPPORTING THE METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY'S PLANNED OPTIONAL DESIGN-BUILD 2 EXTENSION OF GOLD LINE LIGHT RAIL SERVICE FROM THE CITY OF POMONA TO THE CITY OF MONTCLAIR, AND FURTHER SUPPORTING RETENTION OF THE MONTCLAIR TRANSCENTER AS THE PRESENT EASTERN TERMINUS OF GOLD LINE LIGHT RAIL SERVICE

WHEREAS, public transit service has emerged as vital to the nation's goal to confront transportation and environmental challenges by improving air quality, reducing greenhouse gas emissions, facilitating compact development, conserving land, decreasing driving demand and roadway congestion, saving energy, and improving public access to centers of culture, education, health, entertainment and jobs; and

WHEREAS, the voters and executive and legislative leaders in the State of California have made extraordinary commitments to public transit improvements statewide, including through Senate Bill 1 (SB 1) – the Road Repair and Accountability Act of 2017 – and the California Air Resources Board's Cap-and-Trade Auction Program; and

WHEREAS, within the Los Angeles-Long Beach-Anaheim and Riverside-San Bernardino-Ontario Metropolitan Statistical Areas the commitment to improve and promote public transit services is reflected in voter approved initiatives, including Measure M in Los Angeles County and Measure I in San Bernardino County; and

WHEREAS, the extension of Gold Line light rail service between Los Angeles County and San Bernardino County is considered an important regional project that will link together the vast opportunities available in each respective county and concurrently promote positive environmental impacts central to the purpose and intent of public transit; and

WHEREAS, the support and commitment of State and Federal legislators, county and municipal leaders, and transit, transportation, construction and rail agencies/authorities has brought, and is bringing, to fruition the various phases of the eastern extension of the Gold Line light rail system, and through that support and commitment has allowed the Gold Line to overcome the many challenges it has faced as demonstrated by the efforts and milestones enumerated herein:

WHEREAS, Senate Bill No. 1847 (1998), sponsored by State Senator Adam Schiff, established the Pasadena Metro Blue Line Construction Authority for the purpose of awarding and overseeing all design and construction contracts for completion of the Los Angeles-Pasadena Metro Blue Line light rail project from Union Station in the City of Los Angeles to Sierra Madre Villa Boulevard in the City of Pasadena (Phase 1), and any mass transit guideway that may be planned east of Sierra Madre Villa Boulevard along the rail right-of-way extending to the City of Claremont (Phase 2); and

WHEREAS, Assembly Bill 706 (2011), sponsored by Assembly Member Norma Torres, redefined the Pasadena Metro Blue Line Construction Authority as the Metro Gold Line Foothill Extension Construction Authority (the Construction Authority); and

WHEREAS, Assembly Bill 1600 (2012), sponsored by Assembly Member Norma Torres, designates the City of Montclair as the eastern terminus for Gold Line light rail service, authorizes the Construction Authority to accept the transfer of funds from federal sources, requires the Los Angeles County Metropolitan Transportation Authority (Metro) to assume responsibility for operation of each phase of the project as completed, and grants Metro the authority to operate the Gold Line in San Bernardino County; and

WHEREAS, the Metro Gold Line Foothill Extension from Pasadena to Montclair [as completed, in development, and as planned] is considered a critical transit connection for the Los Angeles, San Gabriel Valley and Inland Empire areas that, when fully completed, would (1) provide a safe, reliable transit alternative to driving the heavily congested Interstate 10 and Interstate 210 Freeways; and (2) offer a direct connection with Metrolink's San Bernardino Line at Los Angeles' Union Station and at

the future Pomona North, Claremont and Montclair Metrolink San Bernardino Line/Gold Line stations; and

WHEREAS, Phase 2B of the Gold Line Foothill Extension from Glendora to Pomona as Design-Build 2 and Pomona to Montclair as Design-Build 2 OPTIONAL, has been approved by the Construction Authority Board of Directors and, upon completion, will be integrated into the Los Angeles County Metro Rail system; and

WHEREAS, when fully completed, the eastern extension of the Metro Gold Line light rail corridor would extend through Los Angeles County from Los Angeles's Union Station through the cities of Pasadena, South Pasadena Arcadia, Monrovia, Duarte, Azusa, Glendora, San Dimas, La Verne, Pomona and Claremont, and ultimately into San Bernardino County to its designated eastern terminus at the Montclair Transcenter; and

WHEREAS, the initial Draft Environmental Impact Report (DEIR) for the Foothill Gold Line Extension out of Pasadena was completed in April 2006 and covered the entire corridor between the Sierra Madre Villa station in Pasadena and the Montclair Transcenter in Montclair; and

WHEREAS, the Final Environmental Impact Report (FEIR) study assessed two different construction options:

1. A long range transportation (LRT) Full Build alternative which would complete the entire extension to Montclair, and
2. A LRT Build To Azusa alternative, which would extend only to Azusa and dubbed Phase 2A, with the Glendora to Montclair Segment dubbed Phase 2B; and

WHEREAS, in February 2007, the Construction Authority certified the FEIR and decided to complete the "LRT Build to Azusa" (Phase 2A) alternative using funds dedicated by Los Angeles County's Measure R and construct Phase 2B at a future date when funds for construction are developed; and

WHEREAS, in October 2009, the Metro Board of Directors unanimously voted to include the Foothill Gold Line in its Long-Range Plan and approved funding for construction and operation of Phase 2A; and

WHEREAS, Phase 2A broke ground on June 26, 2010, started construction in the summer of 2011, was completed on September 23, 2015, and added six new stations, one each in the cities of Arcadia, Monrovia, Duarte and Irwindale and two stations in Azusa — one in downtown Azusa and one near Citrus College and Azusa Pacific University; and

WHEREAS, the Gold Line Phase 2A Foothill Extension opened to the public on March 5, 2016; and

WHEREAS, the FEIR for Phase 2B (Glendora to Montclair), the second stage of the Gold Line Foothill Extension, was certified by the Construction Authority Board in March 2013, and advanced conceptual engineering began in 2014 and was completed in September 2016; and

WHEREAS, Phase 2B from the Azusa Citrus/APU station to the Montclair Tanscenter is 12.3 miles long (within Los Angeles County, 11.5 miles from the Azusa Citrus/APU to the existing Claremont Metrolink Station and within San Bernardino County, 0.8 miles from the Los Angeles-San Bernardino County line between Claremont and Montclair to the existing Montclair Transcenter/Metrolink Station) and the alignment will have six stations: Glendora, San Dimas, La Verne, Pomona at the Pomona North Metrolink Station with a connection to the Metrolink San Bernardino Line, Claremont at the Claremont Metrolink Station with a connection to the Metrolink San Bernardino Line, and Montclair at the Montclair Transcenter with a connection to the Metrolink San Bernardino Line, Foothill Transit Silver Streak, and Omnitrans and Riverside Transportation Agency bus services; and

WHEREAS, the Foothill Gold Line Extension is projected to carry 17,800 daily riders by 2035, and once completed a trip on the Gold Line from Montclair to downtown Pasadena's Sierra Madre Villa Station will take just over 40 minutes, and from Montclair to Los Angeles' Union Station will take approximately 75 minutes; and

WHEREAS, in 2017 the Construction Authority completed an updated Project cost estimate for building the Foothill Gold Line from Glendora to Montclair, basing the revised estimate on the draft advanced conceptual engineering (completed in September 2016) and subsequent constructability reviews that incorporated several constraints on construction required by Metrolink and corridor cities; and

WHEREAS, following the update to the Phase 2B Project cost estimate, the Construction Authority concluded that Phase 2B would be built in two major construction phases, the first being the relocation and rebuilding of the freight and Metrolink tracks (the latter between Pomona and Montclair) and relocation of the Claremont Metrolink station, followed by construction of the light rail system; and

WHEREAS, the updated Phase 2B Project estimate was increased from approximately \$1.2 billion to approximately \$1.52 billion, including \$1.456 billion from Los Angeles County for the Glendora to Claremont Segment and \$78 million from the San Bernardino County Transportation Authority (SBCTA), sometimes referred to herein as the San Bernardino Associated Governments (SanBAG), for the Montclair Segment; and

WHEREAS, the detailed constructability review also concluded that the Phase 2B Project would take an additional two years to build with completion in 2028 rather than 2026 — the additional construction time due to the complicated nature of the work and the two-project nature of the Project (relocation of freight and Metrolink tracks, followed by construction of the light rail system), adding significantly to the cost of construction; and

WHEREAS, the majority of the Phase 2B Project is being built in Los Angeles County, with less than 6 percent in San Bernardino County (from the Los Angeles-San Bernardino County line between Claremont and Montclair, east to the Montclair Transcenter); and

WHEREAS, Metro’s Measure M Traffic Improvement Plan is a half-cent sales tax projected to raise \$120 billion over 40 years for transportation improvements in Los Angeles County, adding on to Measure R’s half-cent sales tax passed by Los Angeles County voters in 2008 and, when Measure R expires in 2039, Measure M will convert to a one-cent tax, thereby avoiding a loss of revenue for transportation projects for Los Angeles County — Measure M has no sunset, allowing a constant inflow of revenue for ongoing maintenance and expansion of Los Angeles County’s transportation systems; and

WHEREAS, on November 8, 2016, Metro’s Measure M was approved by voters, receiving 69.82 percent of the vote and authorizing more than 40 major highway and transit projects in the coming decades, including extension of the Foothill Gold Line from Glendora to the Los Angeles-San Bernardino County line between Claremont and Montclair; and

WHEREAS, on June 23, 2017, following the successful passage of Measure M, the Metro Board approved a \$1.4 billion Funding Agreement and Master Cooperative Agreement with the Construction Authority to extend the Metro Gold Line 11.5 miles from Azusa, east to Claremont, with partial funding from the San Bernardino County Transportation Authority (SBCTA) to complete the project to Montclair; and

WHEREAS, the Metro Gold Line extension from Glendora to Claremont was the first project approved by Metro to receive Measure M funding; and

WHEREAS, the Metro Gold Line Phase 2B Project broke ground in December 2017; and

WHEREAS, SB 1, the Road Repair and Accountability Act of 2017, was signed into law by Governor Jerry Brown in April 2017, and approved by voters in a statewide ballot initiative in November 2018; and

WHEREAS, SB 1 represents landmark transportation investment legislation that promises to invest \$54 billion over ten years, with funds split equally between state and local investment to rebuild California by fixing neighborhood streets, freeways and bridges in communities across California, and by targeting funds toward transit and congested trade- and commute-corridor improvements; and

WHEREAS, funds generated from SB 1 are protected by Assembly Constitutional Amendment No. 5, approved by California voters statewide in June 2018 for transportation and transit projects, only; and

WHEREAS, Assembly Bill (AB) 32 establishes 2020 as a target date for California to reduce statewide Greenhouse Gas (GHG) emissions to 1990 levels, and SB 32 builds onto AB 32 by requiring a reduction in GHG emissions to 40 percent below the 1990 levels by 2030; and

WHEREAS, under SB 32, the California Air Resources Board (CARB) is given responsibility to adopt appropriate regulations to *"achieve the maximum, technologically feasible, and cost-effective greenhouse gas emissions reductions"*; and

WHEREAS, the Cap-and-Trade Auction Program was created by CARB as a market mechanism to achieve GHG emission reduction targets established under AB 32 and SB 32; and

WHEREAS, California Climate Investments (CCI) is a statewide initiative that puts billions of Cap-and-Trade Auction dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment particularly in disadvantaged and low-income communities, and funding for the CCI Program comes from Cap-and-Trade Auction proceeds deposited into the Greenhouse Gas Reduction Fund (GGRF); and

WHEREAS, the State Legislature appropriates money from the GGRF to state agencies, including the California State Transportation Administration (CalSTA); and

WHEREAS, in 2017 Metro, the Construction Authority and SBCTA jointly agreed to apply to CalSTA for a \$280± million Transit and Intercity Rail Capital Program (TIRCP) grant to complete "life-of-project" budget requirements for the Phase 2B Project; and

WHEREAS, Metro also agreed to utilize approximately \$100 million of residual Measure R funds dedicated for the Phase 2A Project from Pasadena to Azusa for the Phase 2B Project from Glendora to Claremont; and

WHEREAS, on April 26, 2018, CalSTA awarded the Foothill Gold Line light rail project from Glendora to Montclair approximately \$280± million from CalSTA's TIRCP for transformative transit and rail projects; and

WHEREAS, the TIRCP grant award was designated to be used to (1) fill the estimated funding gap for the approximately \$1.5 billion Phase 2B six station light rail extension that would connect Los Angeles and San Bernardino Counties; and (2) support Project construction in both counties; and

WHEREAS, the Phase 2B Project's first contractor, W.A. Rasic Construction, has completed the strategic utility relocation effort that began in October 2018; and

WHEREAS, in May 2018, the Construction Authority released the Alignment Design Build Request for Proposals (RFP) to the four pre-qualified design-build teams competing to build the 12.3 mile Phase 2B Project from Glendora to Montclair, with the four short-listed teams including:

1. AECOM | Stacy and Witbeck, a Joint Venture
2. Herzog Rados Lane, a Joint Venture
3. Kiewit-Parsons, a Joint Venture
4. San Gabriel Valley Transit Partners (STP), a Joint Venture of Fluor and Ames; and

WHEREAS, in September 2018 the Construction Authority received RFP bid responses that reflected unknowns and risks within the construction industry and significant and unfavorable shifts in market conditions since the Construction Authority completed the project estimate in 2016, resulting in bids that brought the revised estimated cost of the Project to an estimated \$2.1 billion; and

WHEREAS, in response to the projected increase in construction-related costs, the Construction Authority proposed revising the phasing of the Phase 2B Project to deliver the first eight miles of the 12.3 mile light rail extension [an estimated 70 percent of the Phase 2B Project that includes 80 percent of the freight relocation, 72 percent of the structures, 65 percent of the grade crossings and three of the light rail stations—Glendora, San Dimas and La Verne] two years ahead of schedule (in 2024 instead of 2028) and avoid tens of millions of dollars annually in market escalation and risk-related impacts identified by the four design-build teams competing for the Glendora to Montclair Alignment contract, while concurrently working to secure the additional funding necessary to complete the project to Montclair by 2028; and

WHEREAS, as a result of the funding shortfall, the Construction Authority Board of Directors initially proposed to have the two design-build teams with the lowest bids for the Phase 2B Project, Kiewit-Parsons, a Joint Venture and AECOM | Stacy and Witbeck, a Joint Venture, submit revised proposals for a four phased Project from Glendora to La Verne, Glendora to Pomona, Pomona to Claremont and Pomona to Montclair (later changed to a two-phased Design-Build Project); and

WHEREAS, the two-phased Project was designed to allow the Construction Authority to deliver the Phase 2B Project within the ongoing design-build procurement by asking bidders to provide separate bids, one for the first eight miles of the project and a second bid for a contract option that would allow the winning team to complete the Project to Montclair if funding is secured within two years of the Notice to Proceed; and

WHEREAS, in December 2018 the Construction Authority initiated the preparation of a Supplemental Environmental Impact Report (SEIR) to evaluate the environmental impacts related to phasing the construction and operation of the Phase 2B Project; and

WHEREAS, the Draft SEIR was published on March 22, 2019, and released for a 45-day review and comment period; and

WHEREAS, the Draft SEIR evaluated potential impacts associated with the La Verne and/or Pomona Station becoming a possible temporary terminus, while the agency sought additional funding to complete the Phase 2B Project to Pomona, Claremont and Montclair; and

WHEREAS, the Draft SEIR included the anticipated timing of each possible construction phase, and evaluated the impact of relocating the future parking facility for the Pomona Station from the north side of the station to the south side of the Metrolink tracks and the impact of implementing new mitigation measures; and

WHEREAS, the Draft SEIR was approved and certified by the Construction Authority Board of Directors in July 2019; and

WHEREAS, at its August 2019 meeting, the Construction Authority Board awarded an \$805,634,000 Alignment Design-Build contract, which includes completion of the base project from the Azusa Pacific University/Citrus College Gold Line Station to the Pomona North Metrolink Station (DB-2), with an option for the winning team, Kiewit-Parsons, a Joint Venture to complete the entire project to Montclair as Design-Build 2 (DB-2) Optional if sufficient funds are secured within the first two years following issuance of the Notice to Proceed, with the cost to construct DB-2 Optional estimated at \$381,226,000, for a total construction cost of \$1,186,860,000 for both segments; and

WHEREAS, including all Project-related costs (management and administration, right-of-way acquisition, parking facilities, construction costs, planning, equipment and train cars), the total cost for DB-2 is approximately \$1.522 billion, and the total cost for DB-2 Optional is approximately \$550 million, for a total Project cost of \$2.072 billion, down from September 2018's bid of \$2.097 billion, for an overall decrease of approximately \$20 million to total Project costs; and

WHEREAS, the Gold Line Phase 2B Project has been repeatedly challenged with funding obstacles, however, a variety of elected leaders worked together to overcome the many hurdles and difficulties associated with the Project — leaders that include:

- Members of Congress: Representatives Norma Torres, Adam Schiff, Judy Chu, and Grace Napolitano;

- California State Senators: Connie Leyva and Anthony Portantino;
- California State Assembly Members: Freddie Rodriguez, Chris Holden and Blanca Rubio;
- Los Angeles County Supervisors: Hilda Solis, Kathryn Barger, Mark Ridley-Thomas and Janice Hahn;
- Mayors and Council Members of the Gold Line corridor cities, and Los Angeles Mayor Eric Garcetti;
- Regional governing bodies, including the San Gabriel Valley Council of Governments (SGVCOG) and San Bernardino County Transportation Authority (SBCTA);
- The Phase 2B corridor cities (Glendora, San Dimas, La Verne, Pomona, Claremont and Montclair); and

WHEREAS, the Project’s most significant funding challenge came last year when the design-build bids came in at approximately \$500 million above the estimated \$1.52 billion price tag, however, by phasing the project into two separate design-build projects (DB-2 and DB-2 Optional), the Construction Authority was able to use existing funding (\$1.52 billion), plus an additional \$126 million dedicated from the SGVCOG’s \$199 million Measure M Subregional Equity Fund to build the DB-2 to Pomona; and

WHEREAS, at a special meeting in July 2019, the SGVCOG unanimously approved a Metro request to use approximately \$126 million of its Measure M Subregional Equity Fund to close the funding gap for the Foothill Gold Line project to Pomona (DB-2); and

WHEREAS, Measure M established Equity Funds for each subregion in Los Angeles County to be used for transportation projects after 2043, and the SGVCOG was allocated approximately \$199 million; and

WHEREAS, after two hours of discussion, all 27 members of the SGVCOG’s Governing Board selflessly voted to support the Metro request at the expense of transportation projects in their respective communities and, by their action, highlighted the vast importance of completing the Phase 2B project to the San Gabriel Valley communities and on to Pomona, Claremont and Montclair; and

WHEREAS, going forward, the Construction Authority needs to generate an estimated \$450 million to build the project from Pomona to Claremont and requires approximately \$95 million to build the project from Claremont to Montclair; and

WHEREAS, to date, the estimated \$450 million funding for the Pomona to Claremont segment has not been developed; however, the Montclair Segment has \$41 million to \$49 million allocated to it from the \$280 million TIRCP grant awarded to the Phase 2B Project in April 2018 by CalSTA, and approximately \$39 million to \$45 million in construction funds developed by SBCTA for a total of approximately \$80 million to \$94 million; and

WHEREAS, the Construction Authority and its partner agencies have until October 2021 to develop approximately \$450 million in funding if the Pomona to Montclair Segment is to be included in the current design-build procurement as DB-2 Optional; and

WHEREAS, major construction on DB-2 from Glendora to Pomona is expected to start in 2020 and be completed to Pomona by 2025-26; and

WHEREAS, construction on DB-2 Optional from Pomona to Montclair is projected to begin in 2022 and be completed by 2028 if \$450 million in funding is secured by October 2021; and

WHEREAS, the Gold Line Extension Project has regional “transit significance” and is opening transit access between Los Angeles, Pasadena, San Gabriel and Pomona Valley cities, and the Inland Empire; and

WHEREAS, the Regional Connector Transit Corridor (also known as the Regional Connector, Downtown Connector, and Downtown Light-Rail Connector) is a light rail tunnel connection currently being built through Downtown Los Angeles to connect the current Metro Rail Blue and Expo Lines to the current Gold Line and Union Station and provide a “one-ticket” ride into the core of Downtown Los Angeles for passengers on these lines, thereby improving convenience, accessibility and the overall transit experience; and

WHEREAS, the Phase 2B Project is considered a vital component of the Regional Connector Transit Corridor and is designated a priority project by Metro and a project Metro wants in place in time for the 2028 Olympics and Paralympic Games in the Los Angeles area; and

WHEREAS, to ensure the Phase 2B Project is maintained and completed as a designated priority project and to demonstrate its continuing commitment to the Phase 2B Project including a commitment to build the Project to Pomona as part of DB-2, at its meeting of December 6, 2018, the Metro Board of Directors took the following actions:

1. Authorized the Chief Executive Officer (CEO) to (a) establish a Transit Line Operational Naming Convention to change the current naming convention to a color and letter designation for rail line and bus rapid transit lines; (b) pursue a phased implementation plan that takes advantage of planned capital projects and a phased transition through the completion of the Regional Connector Project; (c) provide for letter assignments that will follow the chronology of line openings; and (d) when the Regional Connector Project is completed, the Gold Line Segment from Union Station in Los Angeles to Montclair would become the “A” Line and blue color on the Metro transit map;
2. Approved a motion that (a) reaffirmed Metro’s commitment to build the Foothill Gold Line to Claremont and Montclair as a first priority project in accordance with the 2009 Long Range Transportation Plan and pursuant to promises made to Los Angeles County voters in 2008 and 2016 when voters overwhelmingly supported Measures R and M, respectively; (b) opposes any action or proposals that would reduce or eliminate already committed funding secured on behalf of the Foothill Gold Line Extension Project and/or that could disrupt the ability of the Construction Authority to complete the project to Claremont with availability to Montclair including, but not limited to, proposals designed to introduce new rail service within the future Gold Line corridor that could make it more difficult or costly to complete the Project to Claremont and ultimately Montclair; and (c) directs the Chief Executive Officer to work closely with the Construction Authority to identify possible funding sources and approaches that could be used to fill the remaining funding gap to build the Phase 2B Project all the way to Pomona and Claremont, with availability to Montclair through the SBCTA and TIRCP funds, and to report back to the Metro Board with options to extend the first phase beyond La Verne to Pomona, with the second phase consisting of Claremont and Montclair;
3. Received and filed an update on the development of a \$42.9 billion financial plan for the 28 by 28 Initiative (approved at the January 2018 Metro Board of Directors meeting) to build 28 major transportation projects in time for the 2028 Summer Olympics and Paralympics in Los Angeles and surrounding areas, including the Gold Line Foothill Extension to Claremont (with ability to extend to Montclair) as the number ten listed project. Further, the update recognizes that (a) the 2028 Games present an opportunity to advocate for accelerated resources, particularly from the state and federal governments; (b) with over 70 percent of transportation investments derived from local sales tax revenues, the region has aggressively accelerated the growth of its public transportation system as a means to address the environmental woes resulting from the freight and car complex; (c) with the focus of the entire world on the Los Angeles area for the 2028 Summer Olympics, it is imperative that Metro’s commitment remains on the delivery of the list of 28 transportation projects; (d) the Metro Board has repeatedly affirmed these 28 projects as a way to elevate the Los Angeles area as the best world destination with a new transit infrastructure that will connect the region’s widely dispersed cities, with each city offering unique

experiences; and (e) Metro has the ability to demonstrate itself as a leader to trail blaze innovative paths to accomplish these 28 projects;

4. Directed the CEO to report back in February 2019 with a funding financial plan to (a) fill the estimated \$570 million funding gap identified by the Construction Authority to complete the Phase 2B Project from Glendora to Montclair, and (b) complete the \$26.2 billion funding gap to accomplish the Twenty-Eight by 28 Initiative project, and that among the revenue sources to be considered are the imposition of fees on ride hailing vehicles (e.g., Uber and Lyft) and congestion pricing; and

WHEREAS, in January 2019, the Metro board agreed to ensure sufficient funding so the base project within the design-build contract from Glendora to La Verne can also include the Pomona North Station, thereby reducing the Los Angeles County shortfall to construct the Project from Pomona to Claremont by an estimated \$230 million, plus an estimated \$100 million to construct the Project to Montclair; and

WHEREAS, the Gold Line is enhancing mobility, connectivity and access by integrating light rail service into a regional rail system that provides interconnectivity with other transit systems, including Metrolink commuter rail service and regional bus service; and

WHEREAS, in addition to enhancing mobility in one of the most congested metropolitan areas in the United States, the 23.9-mile Phase 2A and Phase 2B projects are regarded as economic catalysts for the region, generating an estimated 6,900 jobs during the respective construction phases; and

WHEREAS, access to centers of employment, education, health, culture and entertainment for all peoples of the region is one of the significant benefits of the Gold Line and its current and planned expansion; and

WHEREAS, development of Gold Line light rail service has spawned major Transit-Oriented Development (TOD) activity up and down the corridor, including the corridor along the planned extension into San Bernardino County; and

WHEREAS, within the Amended North Montclair Downtown Specific Plan (NMDSPP) area in and around the Montclair Transcenter, the future delivery of Gold Line light rail service has triggered significant TOD development and interest; and

WHEREAS, based on the belief that Gold Line light rail service would be extended to the Montclair Transcenter commercial, office, entertainment, housing, and high-density mixed-use developers have identified Montclair's commitment to the future extension of Gold Line light rail service to North Montclair as central to their respective decisions to invest tens of millions of dollars in various development projects; and

WHEREAS, Montclair has already seen the addition of more than 500 residential units, current construction of approximately 220 residential units, and near-term planned construction of more than 500 units, all within its TOD, with a total economic impact in excess of \$500 million; and

WHEREAS, the City of Montclair and CIM Group, the owner of the Montclair Place regional shopping center, are preparing a Montclair Place District Specific Plan to further capitalize on future Gold Line light rail service by planning for development of a concentrated mix of housing, entertainment, office, restaurant, civic, and educational uses, including up to 6,300 residential units, for a total economic impact projected to exceed \$3 billion; and

WHEREAS, Montclair Place has already realized a number of improvements to its mix of food, retail and entertainment options — economic improvements and acquisition costs that exceed \$300 million — that are leading to greater improvement within the Montclair's Transit District, and all driven by the promise of future Gold Line light rail service; and

WHEREAS, in pursuing high-density, transit-oriented housing development in North Montclair, Montclair is working to meet housing goal objectives established by the California Department of Housing and Community Development (HCD) and by the Southern California Association of Governments (SCAG) through that agency's Draft

Regional Housing Needs Assessment (RHNA) Methodology as developed by the SCAG RHNA Subcommittee; and

WHEREAS, by developing high-density and affordable housing in North Montclair and by extending the Gold Line to the Montclair Transcenter, Montclair and the west end of San Bernardino County achieve a high-quality multi-modal transit center that will facilitate attracting state funding for affordable housing; and

WHEREAS, employment centers offering significant regional job opportunities are not presently locating in San Bernardino County, creating a jobs/housing imbalance, and San Bernardino County cities need to develop a mix of housing that achieves three objectives:

1. Attract higher-income residents who will live in transit districts in San Bernardino County and who may use transit as a means to commute to employment centers outside of San Bernardino County, but spend their wage dollars in San Bernardino County;
2. Attract higher-income residents who will live in San Bernardino County and function as catalysts to attract employment centers to San Bernardino County, thereby reversing the jobs/housing imbalance;
3. Develop a mix of housing units in transit districts as a means to reduce Vehicle Miles Travelled (VMT) and achieve GHG emissions reductions; and

WHEREAS, extending the Gold Line to the Montclair Transcenter where it, along with Metrolink commuter rail, would provide one-ticket/one-seat access to Pomona and San Gabriel Valley cities, Pasadena and Los Angeles via the Gold Line, and one-ticket/one-seat access to cities along the San Bernardino Metrolink corridor and Los Angeles via Metrolink; and

WHEREAS, one-ticket/one-seat access and the frequency of improved headways available through Gold Line light rail service would promote transit accessibility, connectivity and mobility; and

WHEREAS, one-ticket/one-seat access and the frequency of improved headways available through Gold Line light rail service would promote reductions to VMT and GHG emissions; and

WHEREAS, with the passage of SB 743, the California Legislature is emphasizing the need to reduce VMT as a major contributing factor to GHG emissions and climate change — a reduction that would be difficult to achieve in San Bernardino County if proposed RHNA housing numbers for San Bernardino County are approved; and

WHEREAS, while proposed RHNA Methodology Option 2 provides modest consideration for the provision of housing within High Quality Transit Areas (HQTA), the SBCTA/SBCOG Board President, in her letter of September 13, 2019 to the SCAG RHNA Subcommittee, opines that there should be an increased percentage consideration in order to prioritize housing near rail and other alternative modes of transportation that would more significantly reduce VMT and GHG emissions; and

WHEREAS, by Montclair building a mix of quality high-density housing in its emerging transit district and Metro, the Construction Authority and SBCTA working to extend Gold Line light rail service to the Montclair Transcenter, the Montclair Transcenter would be classified as an HQTA, and Montclair and San Bernardino County would move closer toward achieving RHNA targets and SB 743 reductions in VMT and GHG emissions; and

WHEREAS, the Montclair Transcenter has a parking field for 1,600 vehicles and Montclair is planning the development of a 400± vehicle parking facility on the south side of the Metrolink tracks, allowing Montclair to (1) further qualify as an HQTA; (2) serve as one of the largest transit hubs along both the Gold Line and Metrolink corridors; and (3) have the capacity to significantly address the requirements of SB 743 and achieve reductions in VMT and GHG emissions; and

WHEREAS, central to the transit district related development that is occurring in cities throughout the Gold Line corridor is the promise to extend the Gold Line through the San Gabriel and Pomona Valley cities and on to Montclair; and

WHEREAS, extension of the Gold Line to Montclair would open transit access to the west end of San Bernardino County, bringing residents from Los Angeles and the San Gabriel and Pomona Valleys into San Bernardino County to take advantage of the many opportunities available in the Inland Empire; and

WHEREAS, extension of the Gold Line to Montclair furthers the long-term opportunity to create transit access directly to Ontario International Airport (ONT); and

WHEREAS, construction, operation and maintenance of the Montclair Segment of the Gold Line Extension is fully dependent on the cooperation of SBCTA with Metro, the Construction Authority and state officials; and

WHEREAS, successive elected and appointed members of the San Bernardino County Associated Governments (SanBAG) and its successor, the San Bernardino Council of Governments (SBCOG) and its transportation authority, SBCTA, have supported extension of the Gold Line to Montclair; and

WHEREAS, the voters of San Bernardino County approved the Gold Line extension to Montclair when, in 2004, they re-authorized Measure I – San Bernardino County’s half-cent transportation-related sales tax; and

WHEREAS, the current Executive Director of SBCTA has made past statements of support for the Montclair Segment in official session before the Montclair City Council – statements that were used by, and demonstrated to, prospective developers of the intent of SBCTA to work with the Construction Authority and Metro to build the Montclair Segment of the Gold Line, including statements made at a May 20, 2013, meeting of the Montclair City Council where the Executive Director stated and clarified the following:

- That he fully supports extension of the Gold Line across the County line to Montclair, and that the project is in the San Bernardino County Transportation Authority’s Measure I half-cent transportation sales tax expenditure plan, approved by San Bernardino County voters in 2004;
- Rail projects receive an 8 percent set-aside from Measure I revenue, which amounts to \$8 million to \$9 million annually;
- Los Angeles/Ontario International Airport (LA/ONT) – now Ontario International Airport (ONT) – is a vastly underutilized asset in the County that could create much more revenue and jobs, and that a rail connection to LA/ONT should be established, including with the California High Speed Rail Authority;
- The Gold Line should arrive at LA/ONT, but the current expenditure plan has no funds to continue the line from Montclair to LA/ONT;
- SanBAG is in support of the project, and when Los Angeles County pushes east from Azusa and gets to the County line, SanBAG will take the action necessary to construct the last stretch to the Montclair Transcenter;
- SanBAG will support this project, and made that commitment to voters in 2004’s Measure I re-authorization;
- Passengers are attracted to the “one-ticket/one-seat” concept, and may not be interested in transferring from one mode of transportation to another and would prefer to continue on the Gold Line or Metrolink to the Los Angeles/Ontario International Airport or other destination;
- Then San Bernardino County Board of Supervisors President Janice Rutherford, in an op-ed piece published on May 20, 2013, made clear her support and the support of the Board for the Gold Line extension to Montclair; and

WHEREAS, SBCTA has also demonstrated actions of support for the Montclair Segment of the Gold Line that include, but are not limited to, (1) a joint application with Metro (as lead agency) and the Construction Authority to apply to CalSTA for approximately \$280± million in TIRCP funds; and (2) an agreement (San Bernardino County Transportation Authority Agreement No. 15-1001309) between the Authority

and the City of Montclair to reimburse Montclair for advancing up to \$3 million for SBCTA's share of the cost for the advanced engineering and environmental work for the Gold Line Phase 2B Extension Project; and

WHEREAS, despite the above demonstrated statements and actions of support for the Montclair Segment by the people of San Bernardino County through their ratification of Measure I (2004) and by the Executive Director for the San Bernardino County Transportation Authority, the SanBAG Board of Directors and the San Bernardino County Board of Supervisors, the SBCTA Executive Director, at the SBCTA Board meeting of September 4, 2019, commented on *"the Gold Line and their efforts to build into our [San Bernardino] County, [and that] an important [Gold Line/MetroLink] connection is being made [at the Pomona North MetroLink Station]"*; and

WHEREAS, the Executive Director, at the September 4, 2019, SBCTA Board meeting then went on record that he would bring to the [SBCTA] Board, at its meeting in November 2019, a *"recommendation to throw in the towel [on the Gold Line light rail extension to Montclair]"*, and would *"propose another alternative [Diesel Multiple Unit trains—DMUs, or the "Gold Link"]"* — a train service previously discussed by the SBCTA Executive Director that is proposed to travel between Rancho Cucamonga, Upland and Montclair in San Bernardino County and Claremont and Pomona in Los Angeles County; and

WHEREAS, Montclair Mayor/SBCTA Director John Dutrey, at the SBCTA Board meeting of September 4, 2019, responded to the SBCTA Executive Director's comments by stating and alluding to the following:

1. The Montclair community supports the Gold Line coming to Montclair;
2. Of the estimated \$550 million cost for DB-2 Optional (Pomona to Montclair), the cost of the Project from Pomona to Claremont is approximately \$450 million and will be sought from state sources; and the cost of the Project from Claremont to Montclair is approximately \$95 million, of which an estimated \$39 million to \$45 million is allocated by SBCTA, primarily through state and Measure I programmed sources, and an estimated \$41 million to \$49 million has been allocated to the Montclair Segment by the California State Transportation Administration (CalSTA) through the Transit and Intercity Rail Capital Program (TIRCP), with no additional, significant commitment of funds required from SBCTA for construction of the Gold Line to Montclair.

The \$15 million discrepancy (\$80 million to \$95 million) in projected available funding for the Montclair Segment relates to the perceived difference in fund-development scenarios reported by SBCTA (\$80 million) and the Construction Authority (\$95 million). Any additional funding that may be required, including the \$15 million SBCTA says the Project is short on for the Montclair Segment, is likely to be developed jointly between SBCTA, Metro and the Construction Authority through state sources;

3. Of the Gold Line's \$2.077 billion Phase 2B project cost, approximately \$1.2 billion has been allocated by Metro through Measure R and Measure M; approximately \$280 million has been allocated by CalSTA through a TIRCP grant; approximately \$126 million has been allocated by the San Gabriel Valley Council of Governments; and approximately \$39 million to \$45 million has been directly allocated by SBCTA from state and Measure I programmed dollars. An estimated \$450 million deficit remains to be closed, and that funding will be requested from state sources; or, after October 2021, when the current Design-Build Contract Procurement period ends, through federal and state sources;
4. Montclair holds the position that the SBCTA Board should take no action regarding the Montclair Segment until the current Design-Build Contract Procurement period ends in October 2021, at which time extension of the Gold Line east of Pomona to Montclair can be re-assessed to determine if federal funding is an option, or if other alternatives should be considered;
5. If current economic conditions worsen and/or the nation enters in recessionary period, rebidding the DB-2 Optional could result in lower overall construction costs and reduce the funding requirement from SBCTA; and

WHEREAS, in San Bernardino County, construction, operation and maintenance of the Montclair Segment of the Gold Line is supported by Measure I; and

WHEREAS, Measure I is the half-cent sales tax collected throughout San Bernardino County for transportation and transit improvements and was first approved by San Bernardino County voters in November 1989 to ensure that needed transportation and transit projects were implemented countywide through 2010; and

WHEREAS, in 2004, San Bernardino County voters overwhelmingly approved the extension of the Measure I sales tax, with 80.03 percent voting to extend Measure I through 2040; and

WHEREAS, Measure I's half-cent sales tax is statutorily dedicated for projects and activities in San Bernardino County only, including transportation planning, design, construction, and operation and maintenance and cannot be used for other governmental purposes or programs; and

WHEREAS, pursuant to SBCTA's Ordinance No. 04-01 (Measure I), the specific projects and programs included in the Measure I Expenditure Plan will be funded, in part, by revenue raised by Measure I, and the transportation Expenditure Plan can be changed only upon approval by the San Bernardino County Board of Supervisors and a majority of all cities in the County representing a majority of the incorporated population of the County; and

WHEREAS, "Section VII. Return to Source" in Ordinance No. 04-01 stipulates that, "After deduction of required Board of Equalization fees and authorized administrative costs, revenues generated from each specified subarea within San Bernardino County as outlined in the Expenditure Plan will be expended on projects of direct benefit to that subarea, and revenues will be accounted for separately for each subarea and then allocated to specified project categories in each subarea, and decisions on how revenues are expended within the subareas will be made by the Board of Directors, based upon recommendations of local representatives"; and

WHEREAS, the San Bernardino Valley Subarea includes the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa and unincorporated areas in the east and west portions of the San Bernardino Valley urbanized area; and

WHEREAS, "Section XIV. Expenditure Plan Amendments" of Ordinance No. 04-01 stipulates that the Expenditure Plan may only be amended by the following process:

1. Beginning in 2015, and at least every ten years thereafter, the Authority [SBCTA] shall review and, where necessary, propose revision to the Expenditure Plan. Such review shall consider recommendations from local governments, transportation agencies and interest groups, and the general public;
2. The Authority shall notify the cities/towns and Board of Supervisors of the proposed revision and initiation of an amendment, reciting findings of necessity;
3. Actions of the city/town councils and Board of Supervisors to approve or to oppose the amendment shall be formally communicated to the Authority within 60 days of notice of initiation of amendment;
4. The boundaries of subareas shall be amended only by unanimous approval of all the jurisdictions in the subareas where an amendment is proposed to include or exclude territory;
5. Approval of the amendment by a majority of the cities/towns constituting a majority of the incorporated population provided, however, that any amendment of the Victor Valley Expenditure Plan (Schedule E) shall also require a two-thirds vote of the jurisdictions within the Victor Valley subarea;
6. Approval of the amendment by the Board of Supervisors;
7. Approval of the amendment by the Authority; and

WHEREAS, Exhibit A of the Transportation Expenditure Plan establishes the San Bernardino Valley Subarea Expenditure Plan and in that area described as the Valley Subarea, project categories are established in the San Bernardino Valley Subarea Expenditure Plan as illustrated in Schedule D of the Transportation Expenditure Plan; and

WHEREAS, Project Category G in Schedule D of the Transportation Expenditure Plan is established for Metrolink/Rail Service, specifying that 8 percent of revenue collected in the Valley Subarea shall fund Metrolink/Rail Service and that eligible expenditures of Metrolink/Rail Service funds include the following:

1. Purchase of additional commuter rail passenger cars and locomotives for use on Metrolink lines serving San Bernardino County;
2. Construction of additional track capacity necessary to operate more passenger trains on Metrolink lines serving San Bernardino County;
3. Construction of additional parking spaces at Metrolink stations in San Bernardino County;
4. Provision of funds to match State and Federal funds used to maintain the railroad track, signal systems, and road crossings for passenger rail service in San Bernardino County;
5. Construction and operation of a new passenger rail service between the cities of San Bernardino and Redlands;
6. Construction and operation of an extension of the Gold Line to the Montclair Transit Center for San Bernardino County passengers traveling to San Gabriel Valley cities, Pasadena, and Los Angeles; and

WHEREAS, Projects to be specifically funded by Metrolink/Rail Service funds are listed in Schedule D5 of the Transportation Expenditure Plan as follows:

SCHEDULE D5

San Bernardino Valley Expenditure Plan Metrolink/Rail Service Detail Metrolink/Rail Service Amount

Contributions to the following projects:

*Metrolink
Redlands Extension
Gold Line Extension*

**Metrolink/Rail Service Measure "1" Revenue \$362 Million
State and Federal Revenues \$ 330 Million
Total Metrolink/Rail Service Revenues \$ 692 Million**

WHEREAS, on January 16, 2014, the SanBAG's Commuter Rail and Transit Committee approved a staff recommendation to recommend to the Board of Directors the following top three public transit priorities for the Valley Subarea of San Bernardino County:

- No. 1. The Redlands Passenger Rail Project — funding requirements include \$240,400,000 for capital, and \$158,118,923 for operation and maintenance;
- No. 2. Metrolink Double-Tracking Project — funding requirements include \$64,000,000 for capital, and \$10 million for operation and maintenance;
- No. 3. Phase 2B Gold Line Extension from Claremont to Montclair — funding requirements include \$55 million for capital, \$2.16 million for environmental clearance and advanced engineering consulting work, and \$90 million for operation and maintenance; and

WHEREAS, on February 5, 2014, upon motion by SanBAG Director Montclair Mayor Paul Eaton, the Board of Directors voted 16 to 12 (on item 16. Set Rail Implementation Priorities) to return the transit funding/priority list to the Commuter

Rail and Transit Committee with direction to strip prioritization from the three transit projects (Redlands Passenger Rail, Metrolink Double-Tracking, and Gold Line Extension to Montclair) and treat each project with equal weight, and

WHEREAS, on February 13, 2014, the Commuter Rail and Transit Committee recommended the Board of Directors approve a funding agreement with Montclair for the Transportation Authority's portion of advanced engineering and environmental work for the Gold Line Extension to Montclair; and

WHEREAS, on February 18, 2014, the Montclair City Council approved Agreement No. 14-17 with the Metro Gold Line Foothill Extension Construction Authority for the cost of advanced conceptual engineering and environmental clearance work for that portion of Phase 2B of the Metro Gold Line Foothill Extension from Claremont to Montclair, with the City advancing approximately \$2.16 million from the Economic Development Fund for SanBAG's portion of the cost of the clearance work; and

WHEREAS, on September 2, 2015, SanBAG entered into Agreement No. 15-1001309 with Montclair (Montclair Agreement No. 15-42) to reimburse Montclair for advancing the Authority's share of the cost for advanced conceptual engineering and environmental consulting work (approximately \$2.16 million) and SanBAG's oversight work (approximately \$840,000) for that portion of Phase 2B of the Metro Gold Line Foothill Extension from Claremont to the Montclair; and

WHEREAS, Agreement No. 15-1001309 stipulates that the Transportation Authority intends to contribute to the project cost of the Montclair Segment at such time when construction of Phase 2B to Claremont secures funding and when the Transportation Authority Board approves the advanced conceptual engineering of the Montclair Segment; and

WHEREAS, Los Angeles County's Measure M is a half-cent sales tax projected to raise \$120 billion over 40 years for transportation and transit improvements in Los Angeles County, adding on to Measure R's half-cent sales tax passed by Los Angeles County voters in 2008 and, when Measure R expires in 2039, Measure M will convert to a one-cent tax, thereby avoiding a loss of revenue for transportation projects; and

WHEREAS, Measure M has no sunset, allowing a constant inflow of revenue for ongoing maintenance and expansion of Los Angeles County's transportation and transit systems; and

WHEREAS, on November 8, 2016, with 100 percent of precincts reporting, Measure M, Metro's traffic improvement plan was approved by voters, receiving 69.82 percent of the vote and authorizing more than 40 major highway and transit projects in the coming decades, including extension of the Foothill Gold Line from Glendora to the county line in Claremont; and

WHEREAS, with the passage of Measure M in Los Angeles County and with the SanBAG Board's approval of the advanced conceptual engineering of the Montclair Segment in June 2017, SanBAG was required to comply with the Reimbursement Conditions contained in Agreement No. 15-1001309; and

WHEREAS, environmental and growing traffic congestion issues represent major reasons why transit, including Gold Line light rail service, should be extended east to Montclair; and

WHEREAS, over the past 50 years, starting with the landmark 1970 Clean Air Act, California declared war on dirty air and achieved one of the nation's greatest environmental successes; however, two recent studies, one published by New York University and the American Thoracic Society and the other by the American Lung Association, suggest air quality throughout the nation is decreasing, with the Southern California region, particularly the Inland Empire, seeing a return to dirty air days; and

WHEREAS, the American Lung Association report also found that 2015, 2016 and 2017 saw the largest increases in unhealthy air days; and

WHEREAS, the most notable setback in air quality has been with ozone, the lung-damaging gas in smog that builds up in warm weather and triggers asthma attacks and other health problems, particularly in children and elderly adults, and research confirms a 10 percent increase in deaths attributable to ozone pollution over

the last decade, with the inland regions of Southern California seeing the worst air quality; and

WHEREAS, the state's battle against unhealthy levels of ozone pollution has not been unsuccessful; but much of that success depends on where you live, with the more notable positive gains in areas closer to coastal regions; however, in the Inland Empire elevated smog levels have re-emerged as a persistent problem, with the area suffering some of the highest asthma levels in the California; and

WHEREAS, in 2018, the San Bernardino area had 102 unhealthy air days — more unhealthy air days than the area has logged since the 1990s — compared to four unhealthy air days for downtown Los Angeles; and

WHEREAS, adding to the state's air quality concerns is the Clean Air Act, which requires that by the end of 2019 California air regulators present the federal government with a plan for demonstrating the state is on track to slash ozone pollution — a task made all the harder by current federal policies designed to undermine California's regulatory control, particularly in the area of auto emissions; and

WHEREAS, if California regulators fail to submit an adequate smog-reduction plan by 2020, the U.S. Environmental Protection Agency (EPA) could impose a series of escalating sanctions, including the loss of federal highway funds, or more draconian measures such as no-drive days and gas rationing; and

WHEREAS, the looming federal deadlines require air regulators to slash emissions by more than half in the next several years, a requirement that may only be achieved by a rapid migration to public transit, electric vehicles and other cleaner technologies; and

WHEREAS, public transit plays an important role in confronting environmental challenges by helping regions meet air quality standards by reducing overall vehicle emissions and the pollutants that create smog; and

WHEREAS, air quality is often the poorest in urban and suburban areas where traffic congestion is the worst, meaning that residents of these areas, especially those living in close proximity to major freeway, thoroughfares or highways confront much higher health risks due to poor air quality; and

WHEREAS, public transit can reduce the need for many separate trips by private vehicles in populated areas, replacing many separate emissions-producing vehicles with fewer transit vehicles that generally emit less pollution on a per person basis; and

WHEREAS, Gold Line light rail service emits little or no pollution, as the trains are powered by electricity; and

WHEREAS, the Federal Transit Administration supports improvement of air quality through the Congestion Mitigation and Air Quality (CMAQ) Improvement Program, which is jointly administered with the Federal Highway Administration, and recognizes the important role that public transit can play in improving local air quality; and

WHEREAS, transportation accounts for an estimated 29± percent of greenhouse gas emissions in the United States, and by moving more people with fewer vehicles, public transit can reduce greenhouse gas emissions; and

WHEREAS, national averages demonstrate that public transit produces significantly lower greenhouse gas emissions per passenger mile than private vehicles, with various transit systems producing collectively up to **76 percent lower greenhouse gas emissions** per passenger mile than an average single-occupancy vehicle (SOV); and

WHEREAS, transit can minimize its own greenhouse gas emissions by using efficient vehicles, alternative fuels, and decreasing the impact of project construction and service operations.

WHEREAS, public transportation can support higher density land development, which reduces the distance and time people need to travel to reach their destinations, meaning fewer emissions from transportation and, furthermore, compact development leaves more land for parks, wildlife preserves, forests and other uses such as

agriculture, and it reduces the need for pavement, meaning less run-off that degrades the water supply; and

WHEREAS, transit-oriented development is compact, mixed-use development near transit stations; and a report entitled *Transit-Oriented Development in the United States: Experiences, Challenges, and Prospects*, by the Transit Cooperative Research Program (TCRP) found that by encouraging in-fill and accommodating small lot projects, transit oriented districts (TODs) can reduce pressures to convert farmland and environmentally sensitive areas into housing and commercial development; and another TCRP report, *Costs of Sprawl - 2000*, concluded that compact development could save the United States nearly 2.5 million acres of land, thereby improving water quality through reducing the amount of impermeable surface runoff and preserve biodiversity through reducing fragmentation of natural habitat; and

WHEREAS, sharing rides through public transit can save fuel, decreases the need for constructing more transportation infrastructure, manufacturing new vehicles, and extracting more fossil fuels, meaning further energy savings and fewer environmental impacts; and

WHEREAS, congestion relief through the use of transit also saves fuel as vehicles stuck in gridlock waste fuel and generate emissions; and

WHEREAS, the Texas A&M Transportation Institute's 2019 [Urban Mobility Report](#) finds the following concerning trends:

- Traffic congestion is on a significant growth pattern: Over the past ten years, the growing economy has brought traffic congestion to the highest measured levels throughout the nation;
- In 2017, congestion caused urban Americans to travel an extra 8.8 billion hours (in that time, 124 million couples could binge-watch all eight seasons of *Game of Thrones*) and purchase an extra 3.3 billion gallons of fuel (equal to a line of 18-wheel fuel trucks from Los Angeles to Boston) for a congestion cost of \$166 billion — in 1982, the cost was \$14 billion. Trucks account for \$21 billion (12 percent) of the cost, much more than their 7 percent of traffic;
- The average auto commuter spends 54 hours in congestion (up from 20 hours in 1982) and wastes 21 gallons of fuel due to congestion (up from 5 gallons in 1982) at a cost of \$1,010 in wasted time and fuel (an inflation adjusted \$550 in 1982);
- In urban areas, 2017 auto commuters experienced an average of 71 hours of extra travel time, a road network that was congested for about 6 hours of the average weekday, and had a congestion tax of \$1,330;
- Congestion requires travelers and freight shippers to add nearly 70 percent more travel time to trips compared with light traffic conditions. The negative effect of uncertain or longer delivery times, missed meetings, business relocations and other congestion-related effects are not included;
- Severe and extreme congestion levels affected only 1 in 9 trips in 1982, but 1 in 4 trips in 2017;
- Nationally, congestion costs will grow from \$166 billion in 2017 to \$200 billion in 2025 (2017 dollars), representing a 20 percent increase;
- Congestion delay will grow to 10 billion hours in 2025, representing a 14 percent increase;
- Wasted fuel will increase to 3.6 billion gallons in 2025, representing a 9 percent increase;
- The average commuter's congestion cost will grow from \$1,019 in 2017 to \$1,140 in 2025 (2017 dollars), representing a 13 percent increase;

- The average commuter will waste 62 hours and 23 gallons of fuel in 2025, representing a 15 percent increase in wasted time; and

WHEREAS, the transportation sector is one of the primary users of energy in the United States, and petroleum use in private vehicles and growth in vehicle miles traveled are among the main drivers of the growth in energy usage in the United States; and

WHEREAS, public transportation encourages energy conservation, as the average number of passengers on a transit vehicle (10 for bus, 25 for a rail car) far exceeds that of a private automobile (1.6), and even as a single transit vehicle consumes more energy than a private vehicle, the average amount of energy utilized per passenger is far less; and

WHEREAS, in addition to its environmental benefits, transit serves several other public purposes including affordable mobility, congestion relief, and economic development; and

WHEREAS, by this Resolution, the Montclair City Council traces, recites and demonstrates the milestones, evolutionary path, and positive environmental and congestion-relief impacts related to the Gold Line Extension, including the following:

1. The Construction Authority and its Gold Line Extension Project partners have overcome repeated and significant political, technological and economic challenges and hurdles;
2. The Project continues to be regarded as one of the region's most significant transit projects in scope because it promotes and expands on mobility, accessibility and inter-transit connectivity; creates economic opportunities; contributes greatly to improving the environment; and promotes significant reductions in vehicle miles travelled and improvements to congestion relief;
3. The Project has garnered widespread support from transit and legislative leaders throughout the state and at the federal level;
4. The Project receives widespread support from citizens throughout the region, current transit riders, the development community, and cities along the Gold Line Extension corridor;
5. The Project is mandated by state law (AB 1600) to extend to its eastern terminus at the Montclair Transcenter;
6. In 2004, San Bernardino County voters approved re-authorization of Measure I and its inclusion of the Gold Line light rail extension to Montclair, and the SanBAG Board of Directors has named the Gold Line Extension to Montclair as a priority transit project for San Bernardino County;
7. Metro is firmly committed to the Gold Line Extension as a priority project vital to its 28-by-28 transit objectives;
8. Through their support of Measure R and Measure M, Los Angeles County voters overwhelmingly demonstrated their commitment to the Gold Line and the expansion of other transit and transportation projects that will serve the people of Southern California;
9. The 27 cities of the SGVCOG demonstrated selfless commitment to the greater regional need for the Gold Line Extension as a vital transit link between Los Angeles, the San Gabriel and Pomona Valleys, and the Inland Empire;
10. The state, through one of the largest TIRCP grants awarded to date, recognizes that the Gold Line Extension Project would positively impact environmental pollution by reducing Greenhouse gas emissions and traffic congestion on streets, roads and highway;

11. The Gold Line Extension Project would improve access to the region's airports and centers of employment, education, health, culture and entertainment;
12. The Gold Line Extension Project offers economic opportunities to communities throughout the region;
13. The Gold Line Extension Project directly offers opportunities of expansion in housing and other development opportunities to transit districts in and around Gold Line stations, as demonstrated by the current, ongoing and future economic activity in and around the Montclair Transcenter; and
14. The development of housing in and around Gold Line corridor cities, including Montclair, help to address the state's housing shortage.

NOW, THEREFORE, BE IT RESOLVED that by this Resolution, the City Council of the City of Montclair reaffirms unwavering commitment to extension of Gold Line light rail service to the Montclair Transcenter.

BE IT FURTHER RESOLVED that the Montclair City Council will make every effort to meet with State Legislators and California Governor Gavin Newsom, and work with our municipal and Gold Line partners to secure the necessary funding to complete the Gold Line Phase 2B Project to the Montclair Transcenter.

BE IT FURTHER RESOLVED that if it becomes necessary to secure federal transit funds to complete the Phase 2B Project to the Montclair Transcenter, the Montclair City Council will work with the Montclair's Federal Legislative Advocate, Federal Legislators and municipal and Gold Line partners to secure federal funding.

BE IT FURTHER RESOLVED that the Montclair City Council does hereby opine that the San Bernardino County Transportation Authority (SBCTA), the Transportation Authority for San Bernardino County, is legally duty-bound to comply with the provisions of Ordinance No. 04-01 (Measure I) including Project Category G in Schedule D of the Transportation Expenditure Plan established for Metrolink/Rail Service, specifying that 8 percent of revenue collected in the Valley Subarea shall fund Metrolink/Rail Service and that eligible expenditures of Metrolink/Rail Service funds shall include construction and operation of an extension of the Gold Line to the Montclair Transcenter for San Bernardino County residents traveling to San Gabriel Valley cities, Pasadena, and Los Angeles, and for residents from the Los Angeles County area to travel to San Bernardino County, including to Ontario International Airport.

BE IT FURTHER RESOLVED that pursuant to AB 1600, the Montclair Transcenter is the designated terminus of the Gold Line.

BE IT FURTHER RESOLVED that under direction of the SBCTA Board of Directors, the Gold Line Extension to Montclair is a Board mandated priority project that shall receive equal eligibility for Measure I revenues and funding from other available sources.

BE IT FURTHER RESOLVED that in compliance with Schedule D5 of the SBCTA Transportation Expenditure Plan, the Gold Line Extension to the Montclair Transcenter is eligible as a top-tier equal priority project eligible for funding from Measure I revenues and other funding sources available to SBCTA for transit projects.

BE IT FURTHER RESOLVED that SBCTA has already developed an estimated \$39 million to \$45 million in funding for construction of the Montclair Segment and, together with Metro and the Construction Authority, is projected to receive up to \$41 million to \$49 million in TIRCP funding for the Montclair Segment, for a combined total of approximately \$80 million to \$94 million, substantially meeting the estimated \$95 million in funding necessary for construction of the Montclair Segment and SBCTA is, therefore, not required to secure additional significant funding beyond the potential closure of a maximum \$15 million funding gap that would likely be addressed through state sources, making it unnecessary for the SBCTA Board of Directors to consider any recommendation to "throwing in the towel" on the Montclair Segment of the Gold Line light rail extension.

BE IT FURTHER RESOLVED that in compliance with "Section VII. Return to Source" in Ordinance No. 04-01 (Measure I), revenues generated from each specified

subarea within San Bernardino County as outlined in the Expenditure Plan shall be expended on projects of direct benefit to that subarea, including the Gold Line extension to Montclair.

BE IT FURTHER RESOLVED that development within North Montclair is based on, and defined by, the Amended North Montclair Downtown Specific Plan (NMDSP) as a Transit Oriented District (TOD); and that the NMDSP TOD concept is further based on promises contained in San Bernardino County Transportation Authority Ordinance No. 04-01 to construct light rail service to the Montclair Transcenter, thereby augmenting and enhancing existing public transit options and constituting and defining the Montclair Transcenter as one of the very few major transit hubs outside, and east of, Los Angeles' Union Station.

BE IT FURTHER RESOLVED that based on identification of the Montclair Transcenter as a primary public transit hub served by multiple bus companies, Metrolink commuter rail service and future Gold Line light rail service, the development community has expended hundreds of millions of dollars on development activity in North Montclair, with the promise of several billion dollars in future, planned development.

BE IT FURTHER RESOLVED that *"throwing in the towel"* on the Montclair Segment of the Gold Line light rail extension would undermine the billions of dollars in development activity planned for North Montclair through the addition of new retail, entertainment, housing, office, and other construction-related activity that is based on the promise of Gold Line light rail service to the Montclair Transcenter.

BE IT FURTHER RESOLVED that *"throwing in the towel"* on the Montclair Segment of the Gold Line light rail extension violates the intent of AB 1600, Ordinance No. 04-01, the direction of the SBCTA (SanBAG) Board of Directors, the purpose and intent of the NMDSP, and the commitment to developers and the people of the west end of San Bernardino County to bring light rail service to the Montclair Transcenter.

BE IT FURTHER RESOLVED that *"throwing in the towel"* on the Montclair Segment of the Gold Line light rail extension would undermine, override, and contradict the very spirit, purpose, intent, arguments and objectives made by SBCTA Board President Darcy McNaboe in her September 13, 2019, letter to the SCAG RHNA Subcommittee, including the need to develop high-quality transit services in San Bernardino County.

BE IT FURTHER RESOLVED that the proposed replacement of Gold Line light rail service with the "Gold Link" DMU passenger trains has garnered no commitment from Metro, Metrolink, the Southern California Regional Rail Authority (SCRRA), the Foothill Gold Line Extension Construction Authority, the State Legislature, members of Congress or any regional body that believes in, and stands behind, the need to regionalize and expand transit options to improve environmental quality, reduce traffic congestion and promote transit mobility, accessibility and connectivity.

BE IT FURTHER RESOLVED that SBCTA's proposed Gold Link is conceptual, and SBCTA has presented no studies, including environmental or engineering studies, that address the viability of the proposed Gold Link alternative.

BE IT FURTHER RESOLVED that as a conceptual proposal, the proposed Gold Link project lacks information and defined detail that addresses any aspect of construction, operation, maintenance, costs, boarding projections, and integration on the same tracks with Metrolink service.

BE IT FURTHER RESOLVED that as a conceptual proposal, the Gold Link project's purported advantage is to improve transit frequency at the target stations by producing half-hour headways between Metrolink's current hour headways; however, when Metrolink implements the California Transportation Commission's (CTC) \$875.7 million Southern California Regional Rail Expansion (SCORE) Program over the next few years, which is designed to improve headways to at least every half-hour, it is unlikely the DMU trains and Metrolink trains can operate using the same Metrolink tracks.

BE IT FURTHER RESOLVED that language in Ordinance No. 04-01 (Measure I) appears to preclude SBCTA from operating Gold Link trains outside of San Bernardino County due to the Ordinance's restriction on spending Measure I dollars outside of San Bernardino County.

BE IT FURTHER RESOLVED that *"throwing in the towel"* on the Montclair Segment of the Gold Line light rail extension would likely result in costly legal challenges from public agencies and private developers who have operated and invested on the promise of light rail service to the west end of San Bernardino County.

BE IT FURTHER RESOLVED that *"throwing in the towel"* on the Montclair Segment of the Gold Line light rail extension would represent a terminal loss to the extension of light rail service to Ontario International Airport (ONT), denying tens of thousands of future travelers from the San Gabriel Valley easy and affordable access to ONT.

BE IT FURTHER RESOLVED that *"throwing in the towel"* on the Montclair Segment of the Gold Line light rail extension would represent a repeat of the monumental failure in decision making by Los Angeles County transportation officials when they failed, in the 1970s, to recommend taking light rail service to Los Angeles International Airport (LAX) — a decision that would not be corrected until 2014 at a projected cost of nearly 2± billion dollars.

BE IT FURTHER RESOLVED that *"throwing in the towel"* on the Montclair Segment of the Gold Line light rail extension is unnecessary, and should await efforts being completed primarily by Los Angeles County transportation officials, state legislators and state transportation agencies to develop the necessary funding to complete extension of the Gold Line from Pomona to Montclair.

BE IT FURTHER RESOLVED that *"throwing in the towel"* on the Montclair Segment of the Gold Line light rail extension would contravene the will of the people, the significant expenditure of state and local tax dollars on the Gold Line Extension, and the decades long and massive undertaking by local, regional and state officials to extend Gold Line light rail service east from the City of Los Angeles and into San Bernardino County, at relatively little cost to the taxpayers of San Bernardino County.

BE IT FURTHER RESOLVED that, instead of *"throwing in the towel"* on the Montclair Segment of the Gold Line light rail extension SBCTA, Metro, Metrolink, SCRRA and the Construction Authority should participate in an inter-agency and inter-county study process with partner agencies/stakeholders and legislators and transportation officials from the state and Los Angeles County and San Bernardino County to examine the following:

1. Alternatives for extending Gold Line light rail service to San Bernardino County;
2. Promotion of public transit as a means to decrease traffic congestion, reduce vehicle miles travelled, reduce greenhouse gas emissions, improve quality-of-life, and otherwise improve the region's environmental quality;
3. Open and improve public transit access for all residents of the region to the wealth of educational, employment, health, entertainment, cultural, and other opportunities offered in Los Angeles County and San Bernardino County;
4. Reduce public transit costs;
5. Encourage development of TODs and associated high-density housing projects as a means to improve public transit access; and
6. Improve the convenience of public transit by expanding the rail system and integrating it into the larger mobility network by connecting with buses, microtransit, ride hailing services, bicycle and pedestrian corridors, and other mobility-related options.

BE IT FINALLY RESOLVED that the City Council of the City of Montclair hereby directs comprehensive outreach to state and federal legislators, municipal representatives, legal representatives, transit operators, business interests and other stakeholders to oppose and resist any diversion of Gold Line light rail service away from the Montclair Transcenter, and that copies of this Resolution be transmitted to legislative representatives, Gold Line Phase 2B corridor cities, and other concerned stakeholders.

APPROVED AND ADOPTED this XX day of XX, 2019.

Mayor

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3253 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2019, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk



AGENDA REPORT

DATE:	OCTOBER 7, 2019	FILE I.D.:	STB300-17
SECTION:	RESOLUTIONS	DEPT.:	CITY MGR.
ITEM NO.:	2	PREPARER:	C. GRAVES
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 19-3254 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

REASON FOR CONSIDERATION: Staff has identified 144 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

The 144 liens presented for approval are for accounts that are at least 90 days delinquent.

FISCAL IMPACT: The recoverable amount is comprised of \$43,954.17, plus \$1,152.00 for release of lien fees, plus \$7,200.00 in lien fees, for a total of \$52,306.17.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 19-3254 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

RESOLUTION NO. 19-3254

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

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

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

WHEREAS, it has been determined that there are 144 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on September 5, 2019, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, October 7, 2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled Report of Delinquent Civil Debts - October 2019, attached hereto.

BE IT FURTHER RESOLVED that the City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2019.

Mayor

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 19-3254 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2019, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk

Exhibit A to Resolution Number 19-3254
Report of Delinquent Civil Debts - October 2019

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
11171	Ada Avenue	Residential	265.35	8.00	50.00	323.35
11225	Ada Avenue	Residential	265.35	8.00	50.00	323.35
10227	Amherst Avenue	Residential	318.56	8.00	50.00	376.56
10360	Amherst Avenue	Multifamily	877.60	8.00	50.00	935.60
11141	Amherst Avenue	Residential	265.35	8.00	50.00	323.35
11151	Amherst Avenue	Residential	265.35	8.00	50.00	323.35
4283	Appaloosa Way	Residential	236.17	8.00	50.00	294.17
10524	Arabian Place	Residential	236.17	8.00	50.00	294.17
5002	Arrow Hwy	Residential	291.65	8.00	50.00	349.65
5483	Arrow Hwy	Commercial	307.70	8.00	50.00	365.70
4395	Bandera Street	Residential	243.34	8.00	50.00	301.34
4432-34	Bandera Street	Multifamily	530.70	8.00	50.00	588.70
4624	Bandera Street	Multifamily	1,170.13	8.00	50.00	1,228.13
4740	Bandera Street	Residential	238.96	8.00	50.00	296.96
4959	Bandera Street	Residential	299.84	8.00	50.00	357.84
5065	Bandera Street	Residential	396.45	8.00	50.00	454.45
5578	Bandera Street	Residential	372.25	8.00	50.00	430.25
5598	Bandera Street	Residential	267.03	8.00	50.00	325.03
5221	Barrington Way	Residential	265.35	8.00	50.00	323.35
10136	Bel Air Avenue	Senior	421.91	8.00	50.00	479.91
10145	Bel Air Avenue	Residential	265.35	8.00	50.00	323.35
10148	Bel Air Avenue	Residential	236.17	8.00	50.00	294.17
10205	Bel Air Avenue	Residential	289.09	8.00	50.00	347.09
5214	Belvedere Way	Residential	236.17	8.00	50.00	294.17
10278	Benson Avenue	Residential	372.25	8.00	50.00	430.25
4534	Bodega Court	Residential	607.51	8.00	50.00	665.51
10196	Bolton Avenue	Residential	276.57	8.00	50.00	334.57
11046	Buckingham Way	Residential	372.25	8.00	50.00	430.25
10401	Camarena Avenue	Residential	277.12	8.00	50.00	335.12
10407	Camarena Avenue	Residential	265.35	8.00	50.00	323.35
8944	Camulos Avenue	Residential	262.15	8.00	50.00	320.15
10234	Camulos Avenue	Residential	265.57	8.00	50.00	323.57
10259	Camulos Avenue	Residential	265.35	8.00	50.00	323.35
4924	Canoga Street	Residential	265.35	8.00	50.00	323.35
4945	Canoga Street	Residential	329.30	8.00	50.00	387.30
4949	Canoga Street	Residential	266.04	8.00	50.00	324.04
5014	Canoga Street	Residential	265.35	8.00	50.00	323.35
5068	Canoga Street	Residential	410.50	8.00	50.00	468.50
4912	Carlton Street	Residential	336.15	8.00	50.00	394.15
4934	Carlton Street	Residential	210.00	8.00	50.00	268.00
11158	Carriage Avenue	Residential	265.35	8.00	50.00	323.35
11178	Carrillo Avenue	Residential	265.35	8.00	50.00	323.35
4265	Clair Street	Residential	249.77	8.00	50.00	307.77
4337	Clair Street	Residential	291.54	8.00	50.00	349.54
5158	Clair Street	Residential	236.17	8.00	50.00	294.17
5230	Clair Street	Residential	265.35	8.00	50.00	323.35
4287	Clydesdale Way	Residential	472.04	8.00	50.00	530.04
10164	Coalinga Avenue	Residential	265.31	8.00	50.00	323.31
10231	Coalinga Avenue	Residential	265.35	8.00	50.00	323.35
10989	Coalinga Avenue	Residential	265.32	8.00	50.00	323.32
11148	Coalinga Avenue	Residential	262.82	8.00	50.00	320.82
5216	Coventry Way	Residential	265.26	8.00	50.00	323.26
11362	Cumberland Lane	Residential	290.18	8.00	50.00	348.18
11370	Cumberland Lane	Residential	290.18	8.00	50.00	348.18

Exhibit A to Resolution Number 19-3254
Report of Delinquent Civil Debts - October 2019

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
11373	Cumberland Lane	Residential	290.10	8.00	50.00	348.10
11444	Cumberland Lane	Residential	324.46	8.00	50.00	382.46
11333	Dartmouth Lane	Residential	285.23	8.00	50.00	343.23
10190	Del Mar Avenue	Residential	265.35	8.00	50.00	323.35
10236	Del Mar Avenue	Residential	265.35	8.00	50.00	323.35
4506	Donner Court	Residential	282.71	8.00	50.00	340.71
11159	Essex Avenue	Residential	266.65	8.00	50.00	324.65
4664	Evart Street	Residential	265.35	8.00	50.00	323.35
4705	Evart Street	Residential	265.35	8.00	50.00	323.35
4114	Faircove Court	Residential	289.51	8.00	50.00	347.51
4219	Fauna Street	Residential	265.43	8.00	50.00	323.43
4291	Fauna Street	Residential	265.35	8.00	50.00	323.35
4703	Fauna Street	Residential	265.35	8.00	50.00	323.35
4738	Fauna Street	Residential	262.53	8.00	50.00	320.53
4852	Fauna Street	Residential	436.20	8.00	50.00	494.20
4909	Fauna Street	Senior	334.95	8.00	50.00	392.95
10242	Felipe Avenue	Residential	265.35	8.00	50.00	323.35
8919-21	Felipe Avenue	Multifamily	530.70	8.00	50.00	588.70
8947-49	Felipe Avenue	Multifamily	224.92	8.00	50.00	282.92
4532	Flora Street	Residential	341.95	8.00	50.00	399.95
4730	Flora Street	Residential	267.08	8.00	50.00	325.08
4932	Flora Street	Residential	292.61	8.00	50.00	350.61
5051	Flora Street	Residential	463.61	8.00	50.00	521.61
5185	Flora Street	Residential	349.93	8.00	50.00	407.93
10166	Fremont Avenue	Residential	294.42	8.00	50.00	352.42
10253	Fremont Avenue	Residential	265.35	8.00	50.00	323.35
10945	Fremont Avenue	Multifamily	258.38	8.00	50.00	316.38
11163	Fremont Avenue	Residential	277.12	8.00	50.00	335.12
11175	Fremont Avenue	Residential	372.25	8.00	50.00	430.25
4583	Gold Rush Court	Residential	336.65	8.00	50.00	394.65
4103	Howard Street	Residential	265.35	8.00	50.00	323.35
4780	Howard Street	Residential	265.35	8.00	50.00	323.35
4910	Howard Street	Residential	292.63	8.00	50.00	350.63
5027	Howard Street	Residential	389.26	8.00	50.00	447.26
10236	Kimberly Avenue	Residential	236.17	8.00	50.00	294.17
11065	Kimberly Avenue	Residential	278.92	8.00	50.00	336.92
4490	Kingsley Street	Senior	304.71	8.00	50.00	362.71
4671	Kingsley Street	Multifamily	530.01	8.00	50.00	588.01
4724	Kingsley Street	Residential	265.35	8.00	50.00	323.35
4909	Kingsley Street	Residential	265.94	8.00	50.00	323.94
5003	Kingsley Street	Residential	265.35	8.00	50.00	323.35
5019	Kingsley Street	Residential	265.35	8.00	50.00	323.35
5198	Kingsley Street	Multifamily	472.33	8.00	50.00	530.33
5476	Kingsley Street	Residential	261.60	8.00	50.00	319.60
5217-19	Kingsley Street	Multifamily	247.41	8.00	50.00	305.41
11362	Kingston Lane	Residential	290.28	8.00	50.00	348.28
10360-62	Lehigh Avenue	Multifamily	530.70	8.00	50.00	588.70
10390-92	Lehigh Avenue	Multifamily	530.70	8.00	50.00	588.70
4543	Mane Street	Residential	265.35	8.00	50.00	323.35
4839	Mane Street	Residential	269.37	8.00	50.00	327.37
4846	Mane Street	Residential	267.40	8.00	50.00	325.40
4855	Mane Street	Residential	265.35	8.00	50.00	323.35
8875	Maple Avenue	Residential	289.00	8.00	50.00	347.00
10231	Mills Avenue	Residential	265.35	8.00	50.00	323.35

Exhibit A to Resolution Number 19-3254
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Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
11365	Millstone Lane	Residential	292.85	8.00	50.00	350.85
5239	Monte Verde Street	Residential	265.35	8.00	50.00	323.35
10120	Monte Vista Avenue	Residential	236.17	8.00	50.00	294.17
10238	Monte Vista Avenue	Senior	270.56	8.00	50.00	328.56
10290	Monte Vista Avenue	Senior	303.13	8.00	50.00	361.13
10163	Oak Glen Avenue	Residential	237.89	8.00	50.00	295.89
10176	Oak Glen Avenue	Senior	237.57	8.00	50.00	295.57
10241	Oak Glen Avenue	Residential	259.15	8.00	50.00	317.15
4595	Oakdale Street	Residential	265.35	8.00	50.00	323.35
5171	Orchard Street	Senior	237.90	8.00	50.00	295.90
5422	Orchard Street	Residential	265.35	8.00	50.00	323.35
10154	Poulsen Avenue	Residential	265.35	8.00	50.00	323.35
10245	Poulsen Avenue	Residential	260.79	8.00	50.00	318.79
11210	Poulsen Avenue	Residential	265.01	8.00	50.00	323.01
10206	Pradera Avenue	Residential	265.31	8.00	50.00	323.31
10180	Ramona Avenue	Residential	236.17	8.00	50.00	294.17
4668	Rawhide Street	Residential	265.35	8.00	50.00	323.35
5225	Saddleback Street	Residential	266.59	8.00	50.00	324.59
5272	Saddleback Street	Residential	266.64	8.00	50.00	324.64
11052	San Juan Way	Residential	265.35	8.00	50.00	323.35
11014	San Miguel Way	Residential	265.35	8.00	50.00	323.35
11000	San Pasqual Avenue	Residential	265.33	8.00	50.00	323.33
11020	San Pasqual Avenue	Residential	266.65	8.00	50.00	324.65
11143	San Pasqual Avenue	Residential	461.09	8.00	50.00	519.09
10163	Santa Anita Avenue	Residential	266.65	8.00	50.00	324.65
10221	Santa Anita Avenue	Residential	265.35	8.00	50.00	323.35
10298	Santa Anita Avenue	Residential	266.66	8.00	50.00	324.66
11054	Stagecoach Avenue	Residential	265.43	8.00	50.00	323.43
11011	Stallion Avenue	Residential	265.35	8.00	50.00	323.35
10289	Tudor Avenue	Residential	265.35	8.00	50.00	323.35
10431	Vernon Avenue	Residential	258.32	8.00	50.00	316.32
5533	Vernon Court	Residential	262.15	8.00	50.00	320.15
4237	Via Riviera	Residential	265.44	8.00	50.00	323.44
11178	Whitewater Avenue	Residential	265.35	8.00	50.00	323.35
4515	Yosemite Drive	Residential	265.35	8.00	50.00	323.35
4548	Yosemite Drive	Residential	248.31	8.00	50.00	306.31
			\$ 43,954.17	\$ 1,152.00	\$ 7,200.00	\$ 52,306.17

MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS COMMITTEE HELD ON THURSDAY, AUGUST 15, 2019, AT 4:00 P.M. IN THE CITY MANAGER CONFERENCE ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Chair Raft called the meeting to order at 4:00 p.m.

II. ROLL CALL

Present: City Manager Starr; Mayor Pro Tem Raft (Chair); Council Member Martinez (Committee Member); Senior Management Analyst Fuentes; Public Works Director/City Engineer Castillo; City Planner/Planning Manager Diaz; Assistant Director of Housing/Planning Manager Caldwell; Public Works Superintendent Mendez

Absent: Facilities/Grounds Superintendent McGehee

Also Present: Economic Development Consultant Staats; Lieutenant Kumanski

III. APPROVAL OF MINUTES

The Public Works Committee approved the minutes of the Public Works Committee meeting of July 18, 2019.

IV. PUBLIC COMMENT — None

V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITIES

An Operations Activities Report for the past month was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS - None

B. FACILITIES AND GROUNDS

1. MAINTENANCE ACTIVITIES

A Facilities and Grounds Activities Report for the past month was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS — None

C. ENGINEERING DIVISION ITEMS

1. Systematic Safety Analysis Report Program (SSARP) Presentation

Emily Finkel and Steve Brown from Fehr & Peers presented a PowerPoint on the project goals of the Systematic Safety Analysis Report Program (SSARP). The goal is to improve safety outcomes for people traveling on roadways throughout the City of Montclair.

The process for the project is as follows:

- (1) Crash Analysis — Look for patterns in where, how, and when crashes occur;
- (2) Priority Locations — Identify locations or types of intersections and roadways where highest numbers of, or most severe collisions occur;
- (3) Counter-Measure Pairing — Identify safety improvements proven to be effective for the types of crashes at priority locations; and
- (4) Project Development — Develop feasible, fundable, context-specific safety projects at priority locations and throughout the City.

2. Permit Parking Request for 9700 and 9800 Block of Fremont Avenue

Public Works Director/City Engineer Castillo stated that Jose Gastelum submitted a petition requesting permit parking on the west side of the 9700 and 9800 block of Fremont Avenue.

Mayor Pro Tem Raft stated that this permit parking request is the third petition from the 9700 and 9800 block of Fremont Avenue. She recommended that the petition go forth to the City Council.

Ms. Corina Terrero, Montclair Towncenter (MTC) resident/homeowner, spoke in opposition to permit parking for the west side of the 9700 and 9800 block of Fremont Avenue. She stated that the resolution should be fair for both west and east side residents. Ms. Terrero stated that she would start her own petition recommending that the permit parking request for the west side section of the 9700 and 9800 block of Fremont Avenue be dismissed.

3. Permit Parking Request for 9000 Block of Lindero Avenue

Mr. Alfred Cervantes, not present, is requesting permit parking for the 9000 block of Lindero Avenue. He was unable to attend, but Public Works Director/City Engineer Castillo expressed to Mr. Cervantes over the phone that he would mention it at the Public Works Committee Meeting.

Mr. Bruce Culp, resident of the Paseos apartments, submitted an email in lieu of his public comments. He is opposed to the permit parking request for the 9000 block of Lindero Avenue because he feels that it is unnecessary.

VI. POLICE DEPARTMENT UPDATE/ITEMS — None

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

A. MONTCLAIR PLAZA DIGITAL SIGN

Assistant Director of Housing/Planning Manager Caldwell stated that the Montclair Plaza sign will be taken down and the new digital sign is expected to be up by November.

VIII. CAPITAL PROJECT UPDATES

Public Works Director/City Engineer Castillo reported the status of the following capital improvement projects:

A. LOCAL PROJECTS

1. CENTRAL AVENUE UTILITY UNDERGROUND PROJECT

Public Works Director/City Engineer Castillo stated that there are a couple of utilities that need to be redesigned before the project is complete.

2. CITY HALL REMODEL PHASE 1 PROJECT (COUNCIL CHAMBERS IMPROVEMENTS)

The City Hall Remodel Phase 1 Project is on-schedule.

3. CENTRAL AVENUE STREET REHABILITATION PROJECT PHASE 1

Submittals for the Central Avenue street rehabilitation project are continuing to be approved and fieldwork will begin in October.

4. REEDER RANCH ROOF REPLACEMENT AND ELECTRICAL

The roof is expected to be completed the week of August 18th.

5. SAN JOSE AND MORENO STREET REHABILITATION PROJECTS

The San Jose and Moreno Street Rehabilitation Projects have been completed. The Notices of Completion for the projects will be submitted to the City Council at its next regular meeting on August 19, 2019.

B. REGIONAL PROJECTS

1. MONTE VISTA AVENUE/UPRR GRADE SEPERATION PROJECT

The Monte Vista Grade Separation continues to move forward. The project has all major structural components, including the deck, completed. The bridge needs barriers, electrical work, and finishing touches. Completion of the project is expected to be in early September and the ribbon cutting ceremony

event, coordinated by San Bernardino County Transportation Authority (SBCTA), will take place on Monday, September 23, 2019.

2. I-10 CORRIDOR PROJECT

Construction is projected to begin in spring of 2020 and is expected to be completed by summer of 2023.

3. CHINO BASIN PROGRAM (IEUA)

Staff continues to team up with the Inland Empire Utilities Agency (IEUA) on the Chino Basin Program. A grant for the project has not yet been accepted. Staff wants to be sure that it makes fiscal sense for the City before moving forward with the grant.

4. FOOTHILL GOLD LINE EXTENSION

City Manager Starr stated that the Metro Gold Line Foothill Extension Construction Authority Board of Directors (Construction Authority) voted to award Kiewit-Parsons an \$805,634,000 contract to construct the Gold Line's extension from the Azusa Pacific University/Citrus College Gold Line Station to the Pomona North Metrolink (Design-Build 1, or DB-1). Including all project-related costs (management and administration, right-of-way acquisition, parking facilities, construction costs, planning, equipment, and train cars) the total cost for DB-1 is approximately \$1.522 billion, and the total cost for DB-2 is approximately \$550 million, for a total project cost of \$2.077 billion, down from September 2018's bid of \$2.907 billion, for a decrease of approximately \$20 million to the total project costs. The Construction Authority is now able to use existing funding (\$1.52 billion), plus an additional \$126 million dedicated from the San Gabriel Valley COG's \$199 million Measure M Subregional Equity Fund to construct DB-1 extending the Gold Line to Pomona. All 27 members of the SGVCOG's governing board selflessly voted to support the Metro request at the expense of transportation projects in their respective communities. The SGVCOG vote highlighted the importance of completing the Phase 2B project to the San Gabriel Valley communities and on to Pomona.

The Pomona to Montclair segment remains as an optional segment. Kiewit-Parsons' bid for the entire Glendora to Montclair project is \$19 million less than the bid provided by AECOM; however, Kiewit-Parsons bid for the Pomona to Montclair Segment is \$36 million higher than AECOM's bid for the Pomona to Montclair Segment. As designed, the respective design-build procurements could not be awarded separately, primarily because the Construction Authority does not have the funds to construct the Pomona to Montclair Segment, and only has funds to build the Glendora to Pomona segment at the lower bid cost provided by Kiewit-Parsons; therefore, the entire Phase 2B Project has now been awarded to Kiewit-Parsons. To date, there is no funding for the Pomona to Claremont segment; however, the Montclair Segment has \$49 million allocated to it from the Transit and Intercity Rail Capital Program grant awarded to the Phase 2B Project in April 2018, and approximately \$45 million

in construction funds developed by SBCTA, for a total of approximately \$94 million. Thus, the Construction Authority and its partner agencies have until September of 2021 to develop approximately \$450 million in funding if the Pomona to Montclair Segment is to be included in the current design-build procurement and be completed by 2028.

5. CENTRAL AVENUE BRIDGE

Public Works Director/City Engineer Castillo stated that staff received a grant from the Highway Bridge Program to rehabilitate and widen the Central Avenue Bridge. Requests for proposals are due in September, which will allow staff to move the project forward into the design phase. Staff will consider if the bridge should be widened or if the entire bridge can be replaced. Staff wishes to redo the entire bridge, but Caltrans prefers to do the rehabilitation and widening of the bridge. As the project develops, staff will work on the funding. The federal grant pays 80 percent and the City's match for the design phase is roughly 20 percent; for the construction phase, the City's match is 11 percent of the construction cost.

IX. COMMITTEE AND CITY MANAGER ITEMS — None

X. ADJOURNMENT

At 5:04 p.m., Chair Raft adjourned the meeting of the Public Works Committee. The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on October 17, 2019, in the City Manager's Conference Room.

Submitted for Public Works Committee approval,


Samantha Contreras
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
SEPTEMBER 16, 2019, AT 7:59 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 7:59 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 September 3, 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 September 3, 2019.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

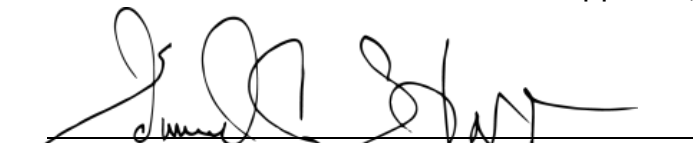
At 8:00 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:10 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 8:10 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager