

CITY OF MONTCLAIR

**AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND
MONTCLAIR HOUSING CORPORATION MEETINGS**

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

May 18, 2009

7:00 p.m.

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

The CC/RDA/MHC meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

I. CALL TO ORDER - City Council, Redevelopment Agency, and Montclair Housing Corporation

II. INVOCATION

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council 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 endorse any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS - None

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members and Redevelopment Agency and Montclair Housing Corporation Boards of Directors. (Government Code Section 54954.3)

Under the provisions of the Brown Act, the Council/Agency/ MHC is prohibited from taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS - None

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of Adjourned Joint Council/Agency Meeting of May 4, 2009 [CC/RDA]
2. Minutes of Regular Joint Council/Agency/MHC Meeting of May 4, 2009 [CC/RDA/MHC]

B. Administrative Reports

1. Consider Receiving and Filing of Treasurer's Report [CC] 5
2. Consider Approval of Warrant Register and Payroll Documentation [CC] 6
3. Consider Receiving and Filing of Treasurer's Report [RDA] 7
4. Consider Approval of Warrant Register [RDA] 8
5. Consider Receiving and Filing of Treasurer's Report [MHC] 9
6. Consider Approval of Warrant Register [MHC] 10
7. Consider Approval of Filing of a Notice of Completion for City of Montclair Police Department Facility Bid Package No. 7-Masonry and Reinforcement; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC]
 - Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC] 11
8. Consider Approval of Filing of a Notice of Completion for City of Montclair Police Department Facility Bid Package No. 18-Fire Protection; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC]
 - Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC] 13
9. Consider Authorization to Transfer After-School Program Personnel Grant Funds to After-School Program Supplies, Contracts, and Consultant Accounts [CC] 15
10. Consider "No Action" on Alcoholic Beverage Permit Application - Stop 'N Go [CC] 16

C. Agreements

- 1. Consider Approval of Agreement No. 09-35 with First 5, the Children and Families Commission for San Bernardino County, to Continue Case Management and Mental Health Services for Children Ages 0-5 [CC] [CC]

Consider Approval of Agreement No. 09-36 with Bilingual Family Counseling Services to Provide Case Management and Mental Health Services [CC]

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D. Resolutions - None

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney/Agency Counsel

- 1. Closed Session Pursuant to Section 54956.8 of the Government Code Regarding Real Property Negotiations

Property: Assessor's
Parcel Nos. Address

1011-301-04 10751 Monte Vista Avenue,
1011-301-05 Montclair

Negotiating Parties: City and Keith Allen Ealy

Negotiators: Marilyn J. Staats, Director of Redevelopment and Public Works and Michael C. Hudson, City Engineer

Under Negotiation: Recommendations Regarding Acquisition of Fee Title on Subject Properties in Conjunction with Monte Vista Avenue/Union Pacific Grade Separation Project

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

E. Committee Meeting Minutes *(For Informational Purposes Only)*

- 1. Minutes of the Personnel Committee Meeting of May 4, 2009

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XII. ADJOURNMENT OF REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS

(At this time, the City Council will meet in Closed Session regarding real property negotiations).

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, June 1, 2009, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Redevelopment Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located 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 at (909) 625-9415. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Donna M. Jackson, 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 south door of Montclair City Hall on May 14, 2009.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: May 18, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 1

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

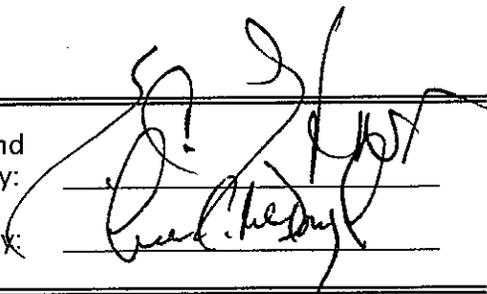
REASON FOR CONSIDERATION: State law requires the City Council to receive and file the Treasurer's Report.

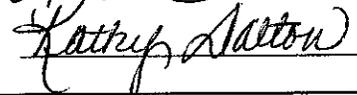
BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending April 30, 2009.

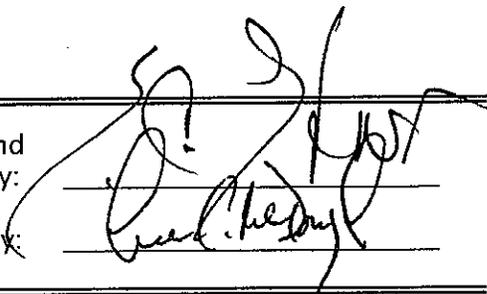
FISCAL IMPACT: Routine—report of City's cash and investments.

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending April 30, 2009.

Prepared by: 

Reviewed and
Approved by: 

Proofed by: 

Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: May 18, 2009
	SECTION: ADMIN. REPORT
	ITEM NO.: 2
BUSINESS PLAN: N/A	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

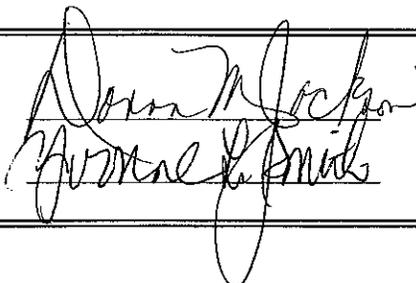
REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated May 18, 2009, and Payroll Documentation dated March 15, 2009, finds them to be in order and recommends their approval.

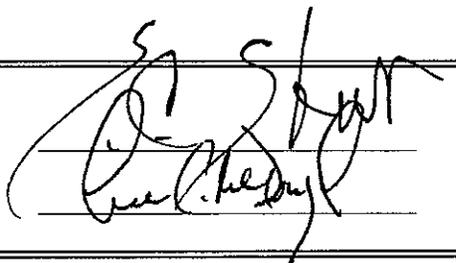
FISCAL IMPACT: The Warrant Register dated May 18, 2009, totals \$1,720,972.73. The Payroll Documentation dated March 15, 2009, totals \$616,086.39, with \$465,080.44 being the total cash disbursement.

RECOMMENDATION: Staff recommends the above-referenced Warrant Register and Payroll Documentation be approved as presented.

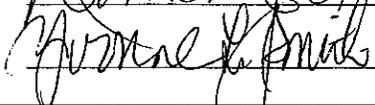
Prepared by:



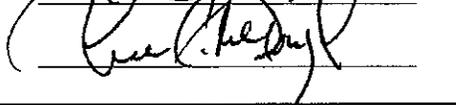
Reviewed and Approved by:



Proofed by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: May 18, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 3

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN510

DEPT.: REDEVELOPMENT

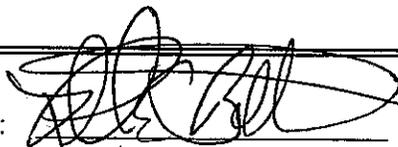
REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending April 30, 2009.

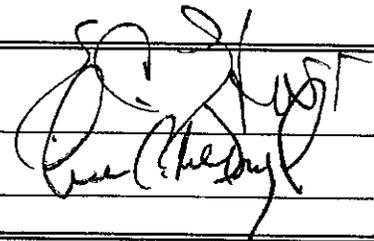
FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the Agency Board of Directors receive and file the Treasurer's Report for the month ending April 30, 2009.

Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: May 18, 2009
	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
BUSINESS PLAN: N/A	FILE I.D.: FIN530
	DEPT.: REDEVELOPMENT

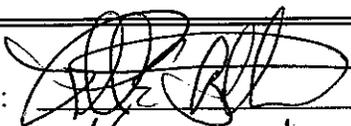
REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 04/01/09 - 04/30/09 in the amounts of \$4,467.78 for Project I; \$1,070.52 for Project II; \$428,390.48 for Project III; \$96,707.25 for Project IV; \$196,070.65 for Project V; and \$71,032.42 for Mission Boulevard Joint Redevelopment Project and finds it to be in order.

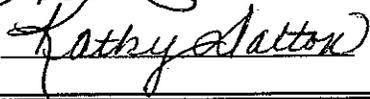
FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending April 30, 2009.

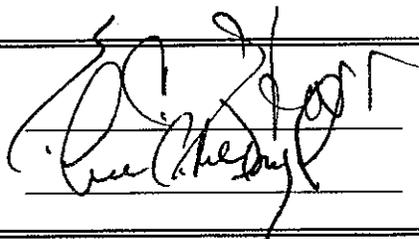
Prepared by:



Proofed by:



Reviewed and
Approved by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: May 18, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 5

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN525

DEPT.: MHC

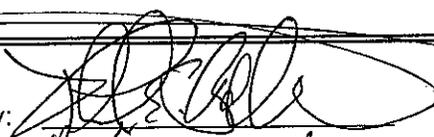
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending April 30, 2009.

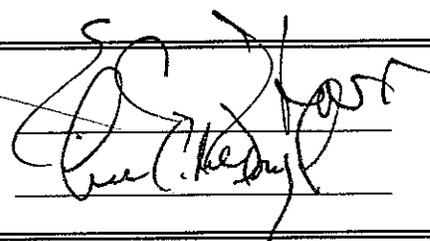
FISCAL IMPACT: Routine—report of the Montclair Housing Corporation's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending April 30, 2009.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Patty Dalton

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** May 18, 2009
SECTION: ADMIN. REPORTS
ITEM NO.: 6
FILE I.D.: FIN545
BUSINESS PLAN: N/A **DEPT.:** MHC

REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 04/01/09 - 04/30/09 in the amount of \$16,363.35 for the Montclair Housing Corporation and finds it to be in order.

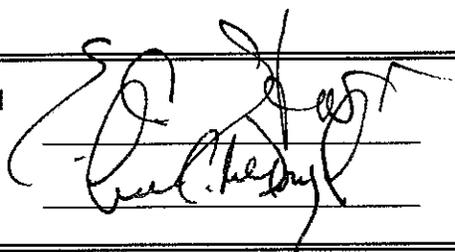
FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending April 30, 2009.

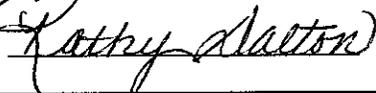
Prepared by:



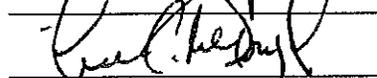
Reviewed and
Approved by:



Proofed by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF FILING OF A NOTICE OF COMPLETION FOR CITY OF MONTCLAIR POLICE DEPARTMENT FACILITY BID PACKAGE NO. 7-MASONRY AND REINFORCEMENT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

DATE: May 18, 2009
SECTION: ADMIN. REPORTS
ITEM NO.: 7
FILE I.D.: PDT765
DEPT.: PUBLIC WORKS

CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION

BUSINESS

PLAN: STRATEGIC PRIORITY NOS. 4 AND 5

REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. Notices of Completion require City Council approval.

Approval of this Notice of Completion would satisfy a portion of Strategic Priority Nos. 4 and 5 as contained in Montclair's "Business Plan."

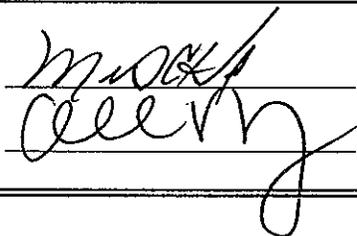
BACKGROUND: On September 5, 2006, the City Council awarded 20 of 22 separate construction contracts necessary to construct the City's new Police Department facility. Bid Package No. 7-Masonry and Reinforcement was awarded to Frazier Masonry Corporation. All work required under Bid Package No. 7 pursuant to Agreement No. 06-126 has been completed in a satisfactory manner. There have been no Stop Notices submitted against this project, nor are any expected.

FISCAL IMPACT: Bid Package No. 7-Masonry and Reinforcement was awarded to Frazier Masonry Corporation in the amount of \$2,779,000. Construction change orders totaling \$6,057 were written for this contract, reducing the total contract amount to \$2,772,943.

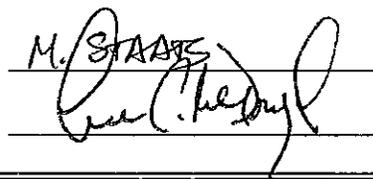
RECOMMENDATION: Staff recommends the City Council take the following actions:

1. Approve the filing of a Notice of Completion for City of Montclair Police Department Facility-Bid Package No. 7-Masonry and Reinforcement.
2. Reduce Faithful Performance Bond to 10 percent.
3. Retain Payment Bond for six months.
4. Release retention 30 days after recordation of Notice of Completion.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Montclair, City Clerk's Office
5111 Benito Street/P. O. Box 2308
Montclair, CA 91763

APN NO. : 1007-711-07

(Space above this line for Recorder's Use)

NOTICE OF COMPLETION

NOTICE is hereby given that:

The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is: fee

The full name and address of the undersigned is Michael C. Hudson, City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

The work was completed on that certain work known as Police Department Facility-Bid Package No. 18

for the undersigned City of Montclair, a Municipal Corporation, on the 8th day of May, 2009

The City accepted the job on the 18th day of May, 2009

The Contractor on said job was Frazier Masonry Corporation
747 East Avenue L-8
Lancaster, CA 93535

The improvement consisted of Masonry and Reinforcement

The property upon which said work of improvement was completed is described as: 4870 Arrow
Highway
Montclair, CA

VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice.

I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____ at 5111 Benito Street, Montclair, California

City Engineer, City of Montclair

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF FILING OF A NOTICE OF COMPLETION FOR CITY OF MONTCLAIR POLICE DEPARTMENT FACILITY BID PACKAGE NO. 18-FIRE PROTECTION; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS	DATE: May 18, 2009 SECTION: ADMIN. REPORTS ITEM NO.: 8 FILE I.D.: PDT765 DEPT.: PUBLIC WORKS
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CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION

BUSINESS

PLAN: STRATEGIC PRIORITY NOS. 4 AND 5

REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. Notices of Completion require City Council approval.

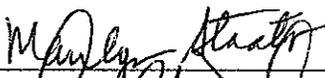
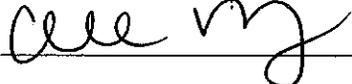
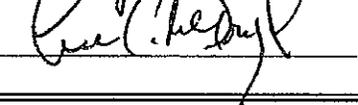
Approval of this Notice of Completion would satisfy a portion of Strategic Priority Nos. 4 and 5 as contained in Montclair's "Business Plan."

BACKGROUND: On September 5, 2006, the City Council awarded 20 of 22 separate construction contracts necessary to construct the City's new Police Department facility. Bid Package No. 18-Fire Protection was awarded to Daart Engineering Co., Inc. All work required under Bid Package No. 18 pursuant to Agreement No. 06-136 has been completed in a satisfactory manner. There have been no Stop Notices submitted against this project, nor are any expected.

FISCAL IMPACT: Bid Package No. 18-Fire Protection was awarded to Daart Engineering Co., Inc., in the amount of \$389,520. Construction change orders totaling \$3,999 were written for this contract, reducing the total contract amount to \$385,521.

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

1. Approve the filing of a Notice of Completion for City of Montclair Police Department Facility-Bid Package No. 18-Fire Protection.
2. Reduce Faithful Performance Bond to 10 percent.
3. Retain Payment Bond for six months.
4. Release retention 30 days after recordation of Notice of Completion.

Prepared by: <u></u>	Reviewed and	Approved by: <u></u>
Proofed by: <u></u>	Presented by:	<u></u>

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Montclair, City Clerk's Office
5111 Benito Street/P. O. Box 2308
Montclair, CA 91763

APN NO. : 1007-711-07

(Space above this line for Recorder's Use)

NOTICE OF COMPLETION

NOTICE is hereby given that:

The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is: fee

The full name and address of the undersigned is Michael C. Hudson, City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

The work was completed on that certain work known as Police Department Facility-Bid Package No. 18

for the undersigned City of Montclair, a Municipal Corporation, on the 8th day of May, 2009

The City accepted the job on the 18th day of May, 2009

The Contractor on said job was Daart Engineering Co. Inc.
1598 North "H" St.
San Bernardino, CA 92405

The improvement consisted of Fire Protection

The property upon which said work of improvement was completed is described as: 4870 Arrow
Highway
Montclair, CA

VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice.

I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____ at 5111 Benito Street, Montclair, California

City Engineer, City of Montclair

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO TRANSFER
AFTER-SCHOOL PROGRAM PERSONNEL
GRANT FUNDS TO AFTER-SCHOOL
PROGRAM SUPPLIES, CONTRACTS, AND
CONSULTANT ACCOUNTS

DATE: May 18, 2009
SECTION: ADMIN. REPORTS
ITEM NO.: 9
FILE I.D.: HSV030
DEPT.: COMMUNITY DEV.

**BUSINESS
PLAN:** N/A

REASON FOR CONSIDERATION: The transfer of funds from personnel accounts to services and/or supplies accounts requires City Council approval.

BACKGROUND: During the Fiscal Year 2008-09 budgetary process, the Human Services Division anticipated that an increase in After-School Program (ASP) personnel costs would be needed to adequately staff an expanded ASP. However, employee attrition during the fiscal year resulted in a balance of \$94,000 remaining in the ASP Personnel Account that would be returned to the State of California After School Education and Safety (ASES) Program grant fund if not expended by the City before June 30, 2009. To avoid this outcome, staff is requesting these funds be transferred to the ASP Supplies, Contracts, and Consultant Accounts to purchase a variety of curriculum and enrichment supplies and materials to support new and extended programs such as art, dance, history, and science classes as well as establish a tutoring curriculum.

FISCAL IMPACT: The proposed transfer shifts \$94,000 in ASP grant moneys allocated for personnel expenditures to the ASP Supplies, Contract, and Consultant Accounts. There would be no direct fiscal impact on the City's General Fund associated with the proposed transfer of ASP grant funds.

RECOMMENDATION: Staff recommends the City Council authorize the transfer of \$94,000 from the ASP Personnel Account to the ASP Supplies, Contract, and Consultant Accounts to purchase ASP services and/or supplies.

Prepared by:

M. Richter

Reviewed and
Approved by:

Gene Lupton
Gene Lupton

Proofed by:

Christine Smidley

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER "NO ACTION" ON ALCOHOLIC BEVERAGE PERMIT APPLICATION - STOP 'N GO

DATE: May 18, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 10

FILE I.D.: FLP025

BUSINESS

PLAN: N/A

DEPT.: ADMIN. SVCS.

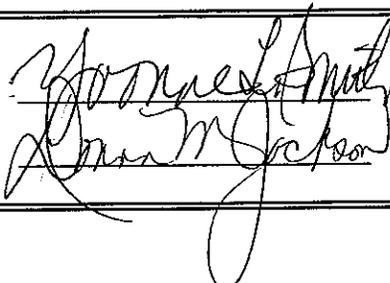
REASON FOR CONSIDERATION: Applications for Alcoholic Beverage Licenses are routinely presented to the City Council for review.

BACKGROUND: Haris and Uzra Hamid have applied for an "Off-Sale Beer and Wine" license for Stop 'N Go, 4545 Mission Boulevard, Suite A, Montclair, California.

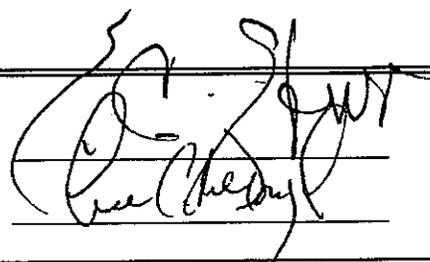
FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Staff recommends the City Council take "No action" on the California Department of Alcoholic Beverage Control Application for Alcoholic Beverage License(s) for Stop 'N Go, 4545 Mission Boulevard, Suite A, Montclair, California.

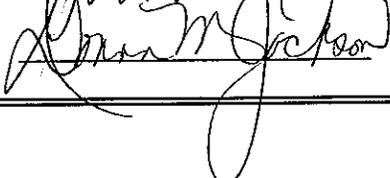
Prepared by:



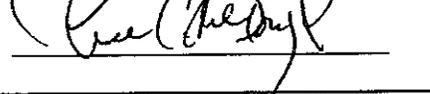
Reviewed and
Approved by:



Proofed by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 09-35 WITH FIRST 5, THE CHILDREN
AND FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY, TO CONTINUE
CASE MANAGEMENT AND MENTAL HEALTH
SERVICES FOR CHILDREN AGES 0-5

DATE: May 18, 2009

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: HSV047

CONSIDER APPROVAL OF AGREEMENT
NO. 09-36 WITH BILINGUAL FAMILY
COUNSELING SERVICES TO PROVIDE CASE
MANAGEMENT AND MENTAL HEALTH
SERVICES

DEPT.: COMMUNITY DEV.

BUSINESS

PLAN: N/A

REASON FOR CONSIDERATION: First 5, The Children and Families Commission for San Bernardino County, is requesting the City Council consider renewing its case management and mental health services programs for Montclair children. Agreement Nos. 09-35 and 09-36 are attached for the Council's review and consideration to continue these important and worthwhile programs for children in the community.

BACKGROUND: The Montclair Community Collaborative (MCC) was organized in 1996 to collectively strengthen the community. The mission of MCC is "to guarantee a progressive quality community for all by working together as diverse, committed individuals and organizations." As a result of the ongoing strategic planning process, the MCC identifies resources and develops services for children, youth, and adults.

Pursuant to the goals and objectives established by MCC, staff was successful in obtaining a three-year First 5 of San Bernardino County competitive grant last year. First 5 was formed as a result of the passage of Proposition 10, which created an additional tobacco tax to fund health and related services for children ages 0-5 and their families. Agreement No. 09-35 represents the third year of the three-year grant to continue the funding for the children's mental health-related services in the Montclair community.

Agreement No. 09-36 would allocate grant funding to Bilingual Family Counseling Services, a partner agency, for the following children's mental health-related services in the Montclair community:

- Case management for at least 60 at-risk children ages 0-5 and their families.
- Short-term service-need referrals for 240 parents.

Prepared by: M. Richter

Reviewed and
Approved by: Steve Lupton

Proofed by: Christine Smiderly

Presented by: Gene Cheddy

- Mental health support and counseling services for children ages 0-5 and their families.
- Fiscal and data management and reporting to meet First 5 requirements.

The terms of Agreement Nos. 09-35 and 09-36 are July 1, 2009, through June 30, 2010.

FISCAL IMPACT: Agreement No. 09-35 would provide grant funding in the amount of \$94,909 to pay for subcontracted case management and mental health services. Agreement No. 09-36 would award \$89,001 to Bilingual Family Counseling Services to pay for subcontracted case management and mental health services.

RECOMMENDATION: Staff recommends the City Council approve the following:

1. Agreement No. 09-35 with First 5, The Children and Families Commission for San Bernardino County, to continue case management and mental health services for children ages 0-5.
2. Agreement No. 09-36 with Bilingual Family Counseling Services to provide case management and mental health services.

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY
STANDARD CONTRACT**

<input type="checkbox"/> New		Vendor Code		SC	Dept.	A	Contract Number		
<input checked="" type="checkbox"/> Change					903		DS129A2		
<input type="checkbox"/> Cancel									
Organization					Dept.	Orgn.	Contractor's License No.		
Children and Families Commission					903	903			
Commission Representative					Telephone		Total Contract Amount		
Cindy Faulkner, Operations Manager					909-386-7706		\$295,272		
Contract Type									
<input type="checkbox"/> Revenue <input checked="" 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		
95200		July 1, 2007		June 30, 2010		285,781			
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount		
RRC	903	903	300	3357			\$9,491 I		
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount		
Abbreviated Use				Estimated Payment		Total by Fiscal Year			
Montclair Community				FY	Amount	I/D	FY	Amount	I/D
Collaborative				07-08	\$105,454				
				08-09	\$94,909				
				09-10	\$9,491	I			

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

Legal Name
City of Montclair

Department/Division
Human Services Division

Project Name
Montclair Community Collaborative Case Management

Address
5111 Benito Street
Montclair, CA 91763

hereinafter called the Contractor.

Phone
909-625-9453

Federal ID No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

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I. GLOSSARY

Direct Costs: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Indirect Costs: Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities.

Milestone: A critical point that participants must reach to ensure that a project is on track to achieve its performance target.

Outcome: The result, which the Commission seeks and to which all performance targets must contribute. Examples include: a community in which no baby has a low birth weight for any preventable reason, etc. Outcomes are specific states or conditions that can be understood to be caused or at least influenced by the achievement of performance targets.

Parenting Education: Education for parenting/pregnant participants that is of high quality is evidence-based and accessible. Parenting Education includes topics such as child development, parenting skills, and bonding/attachment.

Participant: A person who directly interacts with a Contractor's product and service delivery staff. This interaction is intended to result in a change in participant behavior or condition in line with outcomes and mission. First 5 San Bernardino's primary participant, in accordance with the target population, is children, prenatal through age five.

Participant Support/Incentives: Budget line item category for items purchased to remove barriers or to provide motivation to participants to follow through with the program.

Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.

Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a change in behavior for the participant of a program.

Product: A program or service with specific core features that is offered to a participant. In target planning, a product is described in terms of benefit or value to a participant.

Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.

Program Target Plan: A plan that includes the Performance Targets and Milestones of a program and serves as a way to manage the program to results.

Resource Center: A facility (fixed or mobile) to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management with a level of intervention appropriate to the family/child's risk, for an appropriate period of time, and including at least some element of long-term follow-up.

Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities.

Staff Mileage/Travel: Budget line item category for employee mileage and travel costs for travel related to the program, based on the current IRS allowable rate.

Subcontractor: Agencies contracted by the Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

Verification: Establishes that something represented to happen does in fact take place. It is kept as simple as possible and focuses on milestone and performance target accomplishments. The verification tools must be pre-approved by the Commission.

II. TERM

- A. This contract supersedes the previous contract: DS129.
- B. This contract is effective commencing July 1, 2009 and expires June 30, 2010, but may be terminated earlier in accordance with provisions of paragraph below or Article X of this Contract.
- C. Notwithstanding Article X, this Contract may be terminated by either party by serving a written notice thirty days in advance of termination. The Executive Director for the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- D. The contract term may be extended for one additional one-year period by mutual agreement of the parties.
- E. Continuation of this contract for each fiscal year after June 30, 2010, is contingent on a Target Plan and Program Budget being submitted by Contractor and approved by the Commission in the form of an amendment to this contract. Continuation of this contract is also contingent on the priorities, direction, and vision for investments of the Commission.

III. CONTRACTOR'S SERVICE RESPONSIBILITIES

- A. Contractor shall provide all program services identified in the contract and Attachment A – Program Target Plan 2009-2010. Pursuant to Section II, Paragraphs D & E of this contract, Attachment A will be amended for Fiscal Year 2010-2011 to list the specific quantitative targets for the respective year.
- B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission. Initial Here
- C. Contractor shall coordinate with appropriate agencies whenever possible to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
- D. Contractor shall deliver performance targets as specified in the contract and provide evidence of achievement as identified in the verification. The verification tools must be pre-approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
- F. Contractor's Program Target Plan (Attachment A) and other data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Target Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Target Plan and will be used to evaluate Contractor's performance under this contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Target Plan and/or other data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section II. Initial Here

IV. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of the contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Governing Board

Upon request, Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the contract. Further, the Commission representative shall have the option of attending Board meetings during the term of this contract.

D. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within 15 days after contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two weeks or more or if there is any change in either the primary or alternate contact.

E. Responsiveness

Contractor or a designee must respond to Commission inquiries within five business days.

F. Notification

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this contract, Contractor will notify the Commission within one working day, in writing and by telephone.

G. Change of Address

Contractor shall notify the Commission in writing of any change in mailing address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five days of the address change. Change of address shall not interrupt service delivery to zip codes identified in Attachment A.

H. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor's particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor within 10 business days.

I. Contract Assignability

Without the prior written consent of the Commission, the contract is not assignable by Contractor either in whole or in part.

J. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

K. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director or designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this contract.

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

L. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

M. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Attribution Standards.

N. Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor to sign a statement of understanding and comply with the provisions of federal, state and local statutes to assure that:

- All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;
- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this contract;

- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,
- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

O. Licenses and Permits

Contractor 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 Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

P. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

Q. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

R. Child Abuse Reporting

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

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S. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

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T. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid, intern or volunteer, who is knowingly or negligently employed who has been convicted of any crime of violence, any sexual crime, or any other crime that would significantly impact this program. Contractor shall investigate all incidents where an individual whose is an applicant, employee, intern or volunteer of Contractor has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall use best efforts to notify Commission. In addition, the Commission may require the contractor to take action to remove that individual from participating in the program where the investigation by Contractor shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the Commission concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, on this contract when such information becomes known to Contractor.

U. Grievance Policy

Ensure that each Contractor of services provided under the terms and conditions of this contract has read a copy of The Children and Families Commission's Grievance Procedure. Grievance Procedure must be posted prominently in English and Spanish at service sites for participants to review.

V. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this contract or under representation such activity is being performed under this contract.

W. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of contract effective date and follow necessary procedures to be included in the 2-1-1 database. The contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the Commission.

X. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org.

Report requirements include, but are not limited to and subject to change, the following:

▪ Program Reports

Contractor will submit Quarterly Program Reports which include quarterly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Target Plan (Attachment A) and other data collection information as requested by the Commission. Quarterly Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. Program Reports are due the last day of the month following the end of the program reporting period.

▪ Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Financial Report within 15 calendar days from the end of the reporting period.

Contractor shall provide the Commission with a Quarterly Fiscal Report covering the fiscal quarter period. This report is due on the last day of the month following the end of the fiscal reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by August 31st for the previous fiscal year period or part thereof during the contract term. All reports submitted by August 31st will be considered final and no additional reports will be accepted after this date.

Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

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V. CONTRACT COMPLIANCE/EQUAL OPPORTUNITY

Contractor agrees to comply with the provisions of all applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to Contractors, including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Contractor on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

VI. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.

5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the contract 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 the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission 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 Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. 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 Commission. 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 Commission, inflation, or any other item reasonably related to the Commission’s risk.

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

Any failure, actual or alleged, on the part of the Commission 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 Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

- a. 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 the Contractor and all risks to such persons under this contract.

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

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

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

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

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

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

- d. 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.

VII. COMMISSION RESPONSIBILITIES

- A. Commission shall verify performance results of Contractor according to the Program Target Plan and other data collection information requested by the Commission in meeting terms of the contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this contract.

- B. Commission shall compensate Contractor for approved expenses in accordance with Section VIII of this contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the contract and will notify the Contractor of this designee within 15 days of the contract approval.

VIII. FISCAL PROVISIONS

A. Contract Amount

The contract amount shall not exceed \$94,909 for fiscal year 2009-2010 and is not to exceed a cumulative total of \$295,272 for the duration of the contract term subject to the availability of California Children and Families Trust Fund monies.

Initial Here

B. Allowable Costs

Funds provided pursuant to this contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles is current IRS allowable rate.

Costs must be incurred only during the contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this contract.

Contractor shall obtain Commission approval for all out of State travel as it relates to services provided in contract. Request must be submitted in writing 30 days in advance of travel date and travel must be approved in advanced by the Program Manager.

Initial Here

C. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the contract or increase the total contract amount. Contractor is limited to two Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests must be submitted in hard copy form with original signatures. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

D. Budget Line Item Variance

Variations in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10% made during a fiscal quarter in the following Quarterly Expenditure Report/Request for Funds.

E. Procurement

Contractor shall procure services or goods required under this contract on a competitive basis (3 bid process), unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

F. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications, copyrights, which have a single unit cost of \$5000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director, on behalf of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the contract.

Any item with a single unit cost of \$1000 or more, including tax, purchased with funds received under the terms of this contract and not fully consumed during the contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director upon contract termination.

G. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant should be paid for by the primary payor first. Only the costs not covered will be allowable under this contract. Written verification shall be provided upon request.

H. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this contract with any funds made available under this contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

I. Payment Provisions

The Commission will disburse funds in advance quarterly, based on contract budget amount for the applicable year and quarterly reports.

The first quarter advance payment may be for an amount up to, but not exceeding 25% of the contract budget for the year. All subsequent quarterly advance amounts will be determined by actual expenditures reflected on the quarterly reports, projected costs and cash on hand collectively.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner, reported expenditures significantly below projections or the Contractor is not in compliance with the Contract. Final payment under this contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

J. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

K. Fiscal Recordkeeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

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IX. RIGHT TO MONITOR AND AUDIT

A. Audit Provisions

On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor's Report for the term of the Contract.

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B. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to observe the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

C. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the Quarter Advance.

D. Assistance by Contractor

Contractor shall provide reasonable facilities and assistance for the safety and convenience of Commission's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the

Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section X (Correction of Performance Deficiencies and Termination).

X. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this contract shall be a material breach of this contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this contract, may:
- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and
 - Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
 - Discontinue reimbursement to the contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;
 - Withhold funds pending duration of the breach; and/or
 - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to Item 2 of this paragraph; and/or
 - Immediately terminate this contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- B. The Executive Director, on behalf of the Commission, shall give Contractor notice of any action pursuant to this paragraph, which notice shall be effective when given.
- C. The Executive Director is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this contract in his/her sole discretion and to give notice as set forth below in this Contract.

XI. GENERAL PROVISIONS

A. Notices

When notices are required to be given pursuant to this contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: City of Montclair
5111 Benito Street
Montclair, CA 91763

Commission: First 5 San Bernardino
330 North D Street, 5th Floor
San Bernardino, CA 92415-0442

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. No waiver of any of the provisions of the contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this contract
- E. Any alterations, variations, modifications, or waivers of provisions of the contract, unless specifically allowed in the contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

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- F. If any provision of the contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the contract shall not be affected.
- G. This contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal and state courts located in the County of San Bernardino, for any and all disputes arising under this contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this contract shall be Contractor's sole expense and shall not be charged as a cost under this contract. In the event of any contract dispute hereunder, each party to this contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

continued on next page

XII. CONCLUSION

- A. This contract, consisting of 17 pages and Attachments A - B, inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A - B are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

Legal Entity

▶ _____
Authorized Signature

Josie Gonzales
Printed Name

Commission Chair
Title

_____ Dated

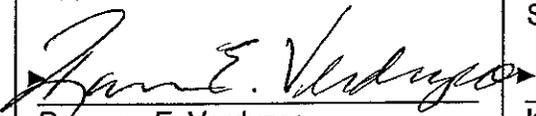
▶ _____
Authorized Signature

_____ Printed Name

_____ Title

_____ Dated

Official Stamp

Reviewed for Processing	Approved as to Legal Form	Presented to Commission for Signature
▶ _____ Cindy Faulkner Operations Manager	 _____ Ramona E. Verduzco Commission Counsel <u>05/04/09</u> Date	_____ Karen E. Scott Executive Director _____ Date
_____ Date		



**City of Montclair Community Collaborative (MCC)
Annual Direct Service Program Target Plan**

FY 2009-2010

Performance Target 1: By June 30, 2010, of the 250 parents who receive referrals to services for their short-term needs to be met, 65 parents will have at least one long-term need¹ met and demonstrate at least one positive change in behavior, attitude, or skills related to family strengthening² as verified by the Life Skills Progression Assessment.

Agency Project Steps <i>(The actions taken by the agency in order to meet milestones)</i>	Participant Milestones <i>(Key achievements that will best show participant progress in getting from a present condition to the targeted gain)</i>	Milestone Funnel <i>(Expected number)</i>	Verification <i>(How will you know when a milestone has been achieved)</i>
Conduct trainings of staff and presentations to local partners on standards of Case Management (CM) referral and range of linkages/referrals for children 0-5 and their families (community outreach and marketing). Resource Center and CM staff make referrals to services.	1. Parent contacts MCC Resource Center. 2. Parent receives referrals to services for their short-term needs.	250 220	Staff keeps records of inquiries through tracking forms. Participants will be assessed, referrals provided; documented on tracking forms.
Resource Center and CM staff make additional referrals as needed.	3. Parent utilizes referrals and reports that short-term needs are met.	130	Tracking forms.
CM staff make referrals to CM services as needed.	4. Parent referred to CM for more intensive services.	105	Referral forms.

<p>CM staff facilitate identification of family strengths and needs in partnership with family.</p>	<p>5. Parent enrolls in CM program and completes intake process.</p>	<p>95</p>	<p>Life Skills Progression (pre) Family Assessment Form (intake - pre). Consent form.</p>
<p>CM staff and Multi-disciplinary Team³ (as needed) facilitate develop of CM plan.</p>	<p>6. Parent develops a CM plan based on their identified needs and strengths of family (set family goals).</p>	<p>85</p>	<p>Strength-based CM plan.</p>
<p>CM staff make resources available and provide referrals. CM staff arrange transportation, translation services, or other supports to remove barriers to access and staff follow-up with partner agencies.</p>	<p>7. Parent receives resource and referral; parents access services based on CM plan.</p>	<p>79</p>	<p>CM logs/Case notes. Referral documents.</p>
<p>CM staff follow-up and facilitate review of CM plan (meet with Multi-disciplinary Team as needed) help make additions or revisions.</p>	<p>PT: By June 30, 2010, of the 250 parents who receive referrals to services for their short-term needs to be met, 65 parents will have at least one long-term need⁴ met and demonstrate at least one positive change in behavior, attitude, or skills related to family strengthening⁵ as verified by the Life Skills Progression Assessment.</p>	<p>65</p>	<p>Life Skills Progression (post). Family Assessment Form (post).</p>

¹Domestic violence (DV), alcohol/drug abuse, mental health issue, physical health issue, employment, etc.

²Change in behavior, attitude, or skills based on Life Skills Progression (Parent Scales only):

- Relationships with Family, Spouse, and Friends
- Relationship with Supportive Resources

- Education and Employment
- Basic Essentials

- Relationship with Children
- Mental Health and Substance Use/Abuse

- Health and Medical Care

³Depending on the family situation and needs, the Multi-disciplinary Team may include: a Public Health Nurse, Code Enforcement Officer, CPS worker, DV specialist, and/or mental health provider.

PROGRAM BUDGET
FISCAL YEAR 2009-2010

PARTNER NAME City of Montclair CONTRACT # DS129 A2

DESCRIPTION		TOTAL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
		A	B	C	D	E
A. SALARIES & BENEFITS						
FTE	POSITION TITLE					
1 0.08	MCC Lead Case Manager	\$ 10,080	\$ 10,080		\$ 0	0.00%
2 0.08	MCC Co-Facilitator (OMSD)	\$ 12,600	\$ 12,600		\$ 0	0.00%
3 0.13	MCC Co-Facilitator (City)	\$ 6,540	\$ 6,540		\$ 0	0.00%
4 0.18	Por La Vida Parent Educator (City)	\$ 8,000	\$ 8,000		\$ 0	0.00%
5 0.03	Nutrition Educator (City)	\$ 500	\$ 500		\$ 0	0.00%
6 0.13	Public Health Nurse	\$ 11,170	\$ 11,170		\$ 0	0.00%
7 0.03	Code Enforcement (City)	\$ 1,400	\$ 1,400		\$ 0	0.00%
8 0.05	Senior Accountant	\$ 3,892			\$ 3,892	100.00%
9					\$ 0	
10					\$ 0	
11					\$ 0	
12					\$ 0	
13					\$ 0	
14					\$ 0	
15					\$ 0	
	TOTAL SALARIES	\$ 54,182	\$ 50,290	\$	\$ 3,892	7.18%
31	TOTAL BENEFITS	\$ 1,362	\$ 1,142	\$	\$ 220	16.15%
	TOTAL SALARIES & BENEFITS	\$ 55,544	\$ 51,432	\$	\$ 4,112	7.40%
B. SERVICES & SUPPLIES						
1	PROGRAM MATERIALS/SUPPLIES				\$ 0	
2	PARTICIPANT SUPPORT/INCENTIVES	\$ 1,000	\$ 1,000		\$ 0	0.00%
3	PARTICIPANT TRANSPORTATION				\$ 0	
4	FOOD EXPENSE FOR CLASSES/MEETINGS				\$ 0	

**PROGRAM BUDGET
FISCAL YEAR 2009-2010**

PARTNER NAME City of Montclair CONTRACT # DS129 A2

DESCRIPTION	TOTAL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
5 STAFF DEVELOPMENT/TRAINING	\$ 3,500	\$ 2,454		\$ 1,046	29.89%
6 EMPLOYEE MILEAGE/TRAVEL				\$ 0	
7 ADVERTISEMENTS				\$ 0	
8 PRINTING	\$ 2,000	\$ 2,000		\$ 0	0.00%
9 POSTAGE				\$ 0	
10 SUBSCRIPTIONS				\$ 0	
11 OFFICE SUPPLIES	\$ 1,000	\$ 250		\$ 750	75.00%
12 OFFICE EQUIPMENT				\$ 0	
13 RENT/LEASE BUILDING				\$ 0	
14 BUILDING/EQUIPMENT MAINTENANCE				\$ 0	
15 UTILITIES				\$ 0	
16 INSURANCE / TAXES / LICENSES				\$ 0	
PROFESSIONAL SERVICES/CONSULTANTS					
17.1				\$ 0	
17.2				\$ 0	
17.3				\$ 0	
17.4				\$ 0	
17.5				\$ 0	
17 PROFESSIONAL SERVICES - SUBTOTAL	\$	\$	\$	\$ 0	
18 INDIRECT COSTS (AS APPROVED)				\$ 0	
19				\$ 0	
20				\$ 0	
21				\$ 0	
22				\$ 0	
TOTAL SERVICES/SUPPLIES	\$ 7,500	\$ 5,704	\$	\$ 1,796	23.95%

PROGRAM BUDGET
FISCAL YEAR 2009-2010

PARTNER NAME City of Montclair CONTRACT # DS129 A2

DESCRIPTION	TOTAL PROGRAM COSTS			DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
	A	B	C			
C. SUBCONTRACTS						
SUBCONTRACTS - AGENCY NAME						
1	Bilingual Family Counseling Services	\$ 95,700	\$ 6,699		\$ 89,001	93.00%
2					\$ 0	
3					\$ 0	
4					\$ 0	
5					\$ 0	
6					\$ 0	
7					\$ 0	
8					\$ 0	
9					\$ 0	
10					\$ 0	
TOTAL SUBCONTRACTS		\$ 95,700	\$ 6,699	\$	\$ 89,001	93.00%
TOTAL PROJECT BUDGET		\$ 158,744	\$ 63,835	\$	\$ 94,909	59.79%
		100.00%	40.21%	0.00%	59.79%	

BUDGET NARRATIVE - SALARIES & BENEFITS

PARTNER NAME City of MontclairCONTRACT # DS129 A2

Line	Position	Hours per Fiscal Year	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe position duties)
1	MCC Lead Case Manager	150	\$ 10,080	\$ 10,080	City of Montclair	\$ -	\$ -	Project Supervision and Case Management coordination, training, and supervision of First 5 case managers.
2	MCC Co-Facilitator (OMSD)	144	\$ 12,600	\$ 12,600	OMSD	\$ -	\$ -	Staff and partner trainings on appropriate outreach and case management referrals, personal boundary issues, community resources, family functioning, infant/child development, school readiness connections and developmental assets.
3	MCC Co-Facilitator (City)	250	\$ 6,540	\$ 6,540	City of Montclair	\$ -	\$ -	Case Management program improvement, strategic planning, and sustainability development.
4	Por La Vida Parent Educator (City)	350	\$ 8,000	\$ 8,000	City of Montclair	\$ -	\$ -	Teach sixteen-week led Parent Education (including family communication, child development, First Aid, child health and safety education) classes in the community and provide coordination and access to the Por La Vida Network: Effective connections to Latina women at the neighborhood level to help identify isolated mothers and families in need of case management and parent education supports.
5	Nutrition Educator (City)	36	\$ 500	\$ 500	City of Montclair	\$ -	\$ -	Nutrition education through our California Nutrition Network (USDA) grant; provide access to food security services: weekly fresh fruit and vegetable mini-market program; monthly food bank services
6	Public Health Nurse	240	\$ 11,170	\$ 11,170	OMSD	\$ -	\$ -	Developmental and health screenings, case management support, immunizations, and lice clinic.
7	Code Enforcement (City)	50	\$ 1,400	\$ 1,400	City of Montclair	\$ -	\$ -	Housing and family safety support. Training for case management staff on safety issues.
8	Senior Accountant	100	\$ 3,892	\$ -		\$ -	\$ 3,892	Accounting/Bookkeeping

BUDGET NARRATIVE - SALARIES & BENEFITS

PARTNER NAME City of Montclair

CONTRACT # DS129 A2

Line	Position	Hours per Fiscal Year	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe position duties)
9			\$ -	\$ -		\$ -	\$ -	
10			\$ -	\$ -		\$ -	\$ -	
11			\$ -	\$ -		\$ -	\$ -	
12			\$ -	\$ -		\$ -	\$ -	
13			\$ -	\$ -		\$ -	\$ -	
14			\$ -	\$ -		\$ -	\$ -	
15			\$ -	\$ -		\$ -	\$ -	
TOTAL SALARIES			\$ 54,182	\$ 50,290		\$ -	\$ 3,892	

Line	Listing of Covered Benefits	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe how benefits are calculated)
31		\$ 1,362	\$ 1,142	City of Montclair	\$ -	\$ 220	Calculation of benefits 35% of the Senior Accountant's salary.
TOTAL SALARIES & BENEFITS		\$ 55,544	\$ 51,432		\$ -	\$ 4,112	

BUDGET NARRATIVE - SERVICES & SUPPLIES

PARTNER NAME City of Montclair

CONTRACT # DS129 A2

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
1	PROGRAM MATERIALS/SUPPLIES	\$ -	\$ -		\$ -	\$ -	
2	PARTICIPANT SUPPORT/INCENTIVES	\$ 1,000	\$ 1,000	City of Montclair	\$ -	\$ -	When other funds are not available for the following items: bus vouchers, childcare, food, baby formula, medical clinic visits, prescriptions, etc.
3	PARTICIPANT TRANSPORTATION	\$ -	\$ -		\$ -	\$ -	
4	FOOD EXPENSE FOR CLASSES/MEETINGS	\$ -	\$ -		\$ -	\$ -	
5	STAFF DEVELOPMENT/TRAINING	\$ 3,500	\$ 2,454	City of Montclair	\$ -	\$ 1,046	Staff development trainings and planning retreats for sustainability and program improvement. Series of planning retreats and monthly meetings for sustainability and program improvement.
6	EMPLOYEE MILEAGE/TRAVEL	\$ -	\$ -		\$ -	\$ -	
7	ADVERTISEMENTS	\$ -	\$ -		\$ -	\$ -	
8	PRINTING	\$ 2,000	\$ 2,000	City of Montclair	\$ -	\$ -	First 5 brochures and sustainability planning and communication documents for marketing outcomes to stakeholders.
9	POSTAGE	\$ -	\$ -		\$ -	\$ -	
10	SUBSCRIPTIONS	\$ -	\$ -		\$ -	\$ -	
11	OFFICE SUPPLIES	\$ 1,000	\$ 250	City of Montclair	\$ -	\$ 750	First 5 supplies for weekly case management and monthly sustainability planning sessions (flip charts, binders, pens, paper, etc.).
12	OFFICE EQUIPMENT	\$ -	\$ -		\$ -	\$ -	

BUDGET NARRATIVE - SERVICES & SUPPLIES

PARTNER NAME City of Montclair

CONTRACT # DS129 A2

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
13	RENT/LEASE BUILDING	\$ -	\$ -		\$ -	\$ -	
14	BUILDING/EQUIPMENT MAINTENANCE	\$ -	\$ -		\$ -	\$ -	
15	UTILITIES	\$ -	\$ -		\$ -	\$ -	
16	INSURANCE / TAXES / LICENSES	\$ -	\$ -		\$ -	\$ -	
17	PROFESSIONAL SERVICES - SUBTOTAL	\$ -	\$ -		\$ -	\$ -	
18	INDIRECT COSTS (AS APPROVED)	\$ -	\$ -		\$ -	\$ -	
19		\$ -	\$ -		\$ -	\$ -	
20		\$ -	\$ -		\$ -	\$ -	
21		\$ -	\$ -		\$ -	\$ -	
22		\$ -	\$ -		\$ -	\$ -	
TOTAL SERVICES & SUPPLIES		\$ 7,500	\$ 5,704		\$ -	\$ 1,796	

BUDGET NARRATIVE - SUBCONTRACTORS

PARTNER NAME City of Montclair

CONTRACT # DS129 A2

Line	Subcontractor	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for subcontractors)
1	Bilingual Family Counseling Services	\$ 95,700	\$ 6,699	MCC/OMSD	\$ -	\$ 89,001	Need for experienced case managers from community agency that has extensive expertise and is capable of providing supplemental community resources and services (e.g. individual/family counseling services) and any other appropriate expenses.
2		\$ -	\$ -		\$ -	\$ -	
3		\$ -	\$ -		\$ -	\$ -	
4		\$ -	\$ -		\$ -	\$ -	
5		\$ -	\$ -		\$ -	\$ -	
6		\$ -	\$ -		\$ -	\$ -	
7		\$ -	\$ -		\$ -	\$ -	
8		\$ -	\$ -		\$ -	\$ -	
9		\$ -	\$ -		\$ -	\$ -	
10		\$ -	\$ -		\$ -	\$ -	
TOTAL SUBCONTRACTORS		\$ 95,700	\$ 6,699		\$ -	\$ 89,001	

AGENCY INFORMATION:

Legal Entity: City of Montclair Contract #: DS129A2
Dept/Division: Human Services Division Phone #: (909) 625-9453
Project Name: Montclair Community Collaborative Fax #: (909) 399-9751
Case Management
Address: 5111 Benito Street
Montclair, CA 91763
Website: http://www.ci.montclair.ca.us

PROGRAM CONTACT:

Name: Gabriela Layseca Phone #: (909) 445-1616
Title: Interim Family Services Coordinator Fax #: (909) 445-1620
(MCC Lead Family Case Manager)
Email: gaby.layseca@omsd.k12.ca.us

FISCAL CONTACT:

Name: Richard Beltran Phone #: (909) 625-9418
Title: Assistant Finance Director Fax #: (909) 621-1584
Email: rbeltran@ci.montclair.ca.us

CONTRACT REPRESENTATIVE:

Name: Marcia Richter Phone #: (909) 625-9453
Title: Human Services Assistant Director Fax #: (909) 399-9751
Email: mrichter@ci.montclair.ca.us

TYPE OF AGENCY:

- School Districts
 - K-8
 - K-12
- Community Based Organization
- County Government Agency
- Private Entity/Institution
 - For Profit
 - Non-Profit
- County/State Educational Institution
- Faith Based Organization
- Other Government Agency
- Other - please describe: _____

FIRST 5 CLUSTER AREA:

- Community Engagement
- Early Care and Education
- Family Support
- Health and Well-Being
- System Integration

STRATEGY: Resource Center

PROGRAM SPECIALIST: Don Kelly

INVESTMENT:

Year	Amount
2007-2008	\$ <u>105,454.00</u>
2008-2009	\$ <u>94,909.00</u>
2009-2010	\$ <u>94,909.00</u>
TOTAL	\$ <u>295,272.00</u>

Project Description:

The City of Montclair is the fiscal agent for the Montclair Community Collaborative (MCC) First 5 Case Management program for young children and their families. Other core partners include the Ontario-Montclair School District, Bilingual Family Counseling Service, Public Health, and Department of Children's Services. First 5 Case Management is coordinated with the MCC community-wide case management which serves all ages. Through the First 5 investment, MCC serves 0-5 year old children and provides early interventions before children are connected to services through school sites. First 5 Case Management provides mostly intensive services for families in crisis and support for families with multiple complex needs.

MCC's partnership with Bilingual Family Counseling Service is based on a mutually beneficial relationship which allows MCC to provide direct services via the Bilingual Family Counseling Service's Case Managers at a more cost-effective rate than MCC could provide if they were to either hire employees or utilize current employees for the case management services. In addition, MCC provides the ready access to the population served, location for the services to be delivered and other supporting service related assistance that Bilingual Family Counseling Service cannot provide without paying higher costs for the same service. This joint venture allows for maximum results with less cost involved than if each of these partners were to attempt to provide this service on their own.

The agency exceeded its Case Management performance target for FY 2007 – 2008. Performance target numbers were increased by 20% for FY 2008-2009. This project is one of eight that had been selected to participate in the case studies ("Result Stories") for FY 2007-2008. This study examined how parents feel First 5 funds are affecting their children, families, and community through the participatory photography approach.

The agency is on target to meet and most likely will exceed its Case Management performance target for FY 2008 – 2009. Performance target number was increased by 8% for the upcoming year.

Performance Target 1:

By June 30, 2010, of the 250 parents who receive referrals to services for their short-term needs to be met, 65 parents will have at least one long-term need met and demonstrate at least one positive change in behavior, attitude, or skills related to family strengthening as verified by the Life Progression Assessment.

Amount Allocated: \$ 94,909.00 (100%)

Standardized Assessment Tool: Life Skills Progression Survey of Parenting Practice Other

Tool Implementation: Pre Mid Post

11.1 Improved parental ability to access and coordinate needed services for their children

Commission Level Outcome: 11.2 Improved parental ability to meet the basic needs of their families

State Result Area: Improved Family Functioning

State Service Area: Targeted Intensive Parent Support Services Programs

Primary Modality: Case Management

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

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT is made and entered into this 19th day of May, 2009, by and between the City of Montclair, hereinafter referred to as the "CITY," and Bilingual Family Counseling Services, hereinafter referred to as the "BFCS."

1. Services To Be Performed by BFCS.

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

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

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

2. Compensation.

(a) Except as otherwise provided in this Agreement, **CITY** agrees to compensate **BFCS** for services rendered under this Agreement for a maximum of \$7,416.75 a month, or \$89,001 based on the Scope of Work, Attachment A.

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

(c) **CITY** will provide **BFCS** with forms, which **BFCS** will use to request payment under this Agreement unless **BFCS** can provide such forms. For each one-month period of service, a "Request for Payment" form must be returned to **CITY** in triplicate.

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

3. Term of Agreement.

The term of this Agreement is July 1, 2009, through June 30, 2010. Termination is pursuant to the provisions of Section 6 of this Agreement. CITY shall not be obligated to pay BFCS any additional consideration unless BFCS undertakes additional services, in which instance the consideration shall be increased as CITY and BFCS shall agree in writing.

4. Obligations of BFCS.

(a) During the term of this Agreement, BFCS agrees to diligently prosecute the work specified in the attached "Description of Services" to completion.

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

(c) BFCS shall indemnify, pay for the defense of, and hold harmless CITY 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 BFCS's negligent or willful acts and/or omissions in rendering any services hereunder. BFCS 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 BFCS or any employee and shall further indemnify, pay for the defense of, and hold harmless CITY of and from any such payment or liability arising out of or in any manner connected with BFCS 's performance under this Agreement.

5. Obligations of City.

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

(b) CITY shall indemnify, pay for the defense of, and hold harmless BFCS 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 CITY's negligent or willful acts and/or omissions in rendering any services hereunder.

6. Termination of Agreement.

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

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

(c) If at any time during the performance of this Agreement **CITY** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **CITY** shall have the right to terminate the performance of **BFCS's** services hereunder by giving written notification to **BFCS** of its intention to terminate. At any time during the performance of this Agreement the **BFCS** may terminate this Agreement by giving written 30-day notification to **CITY**.

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

7. General Provisions.

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

(b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **BFCS** 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 is 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 **CITY** may unilaterally amend the Agreement to accomplish the changes listed below:

- (1) Increase dollar amount
- (2) Administrative changes
- (3) Changes as required by law or the Children and Families Commission for San Bernardino County

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

(e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of CITY, BFCS, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment is made under this Agreement. BFCS shall preserve and cause to be preserved such books, records and files for the audit period.

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

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

"CITY"
5111 Benito Street
Montclair, CA 91763
(909) 626-8571

"BFCS"
317 F Street
Ontario, CA 91762
(909) 986-7111

By: _____
Paul M. Eaton
Mayor

By: _____
Olivia Sevilla
Executive Director

Date: _____

ATTEST:

Donna M. Jackson
City Clerk

Signature

Printed Name

Title

ATTACHMENT A

Scope of Work

Services to be provided:

- Case management for at least 65 at-risk children ages 0-5 and their families.
- Short-term service need referrals for 250 parents.
- Mental health support and counseling services for children ages 0-5 and their families.
- Fiscal and data management and reporting to meet First 5 requirements.

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
MAY 4, 2009 AT 7:40 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Dutrey called the meeting to order at 7:40 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Dutrey; Council Member Ruh; City Manager McDougal; and Deputy City Manager/Director of Administrative Services Starr

III. APPROVAL OF MINUTES

A. Minutes of Regular Personnel Committee Meeting of April 20, 2009

Moved by Council Member Ruh, seconded by City Manager McDougal, and carried unanimously to approve the minutes of the Personnel Committee meeting of April 20, 2009.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

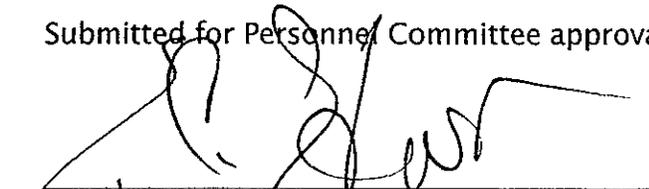
At 7:41 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 7:55 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Dutrey stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:55 p.m., Mayor Pro Tem Dutrey adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
Deputy City Manager/
Director of Administrative Services