

CITY OF MONTCLAIR

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

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

May 21, 2012

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/SRDA/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, Successor Agency Board of Directors, and Montclair Housing Corporation Board of Directors

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

- A. Presentation of a Donation by the Montclair Chamber of Commerce to Chaffey College for Its Online to College Program
- B. Presentation of a Donation by the Montclair-Ontario Junior Women's Club to the Montclair Fire Department for Safety Gear

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, Successor Agency Board of Directors, and Montclair Housing Corporation Board of Directors. (Government Code Section 54954.3)

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

VII. PUBLIC HEARINGS

- A. First Reading – Consider Adoption of Ordinance No. 12-931 Replacing Chapter 11.74 of the Montclair Municipal Code Related to Yard Sales [CC] 5

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board Meeting of May 7, 2012 [CC/SRDA/MHC]
- B. Administrative Reports
 - 1. Consider Receiving and Filing of Treasurer's Report [CC] 13
 - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 14
 - 3. Consider Receiving and Filing of Treasurer's Report [SRDA] 15
 - 4. Consider Approval of Warrant Register [SRDA] 16
 - 5. Consider Receiving and Filing of Treasurer's Report [MHC] 17
 - 6. Consider Approval of Warrant Register [MHC] 18
 - 7. Consider Setting a Public Hearing to Consider Adoption of Resolution No. 12-2950 Establishing an Inspection Fee Schedule for Inspection of Best Management Practices in Accordance with Ordinance No. 12-930 [CC] 19
 - 8. Consider Setting a Public Hearing to Consider Adoption of Resolution No. 12-2951 Amending the Master User Fee Schedule Related to Human Services Division Mini-School Program Enrollment Fees [CC] 22
 - 9. Consider Setting a TEFRA Public Hearing to Consider Adoption of Resolution No. 12-2952 Approving, Authorizing, and Directing Execution of Agreement No. 12-40, an Associate Membership Agreement With the Independent Cities Financing Authority to Refinance Previously Issued Mobile Home Park Revenue Bonds for Villa Montclair Mobile Home Park and Monterey Manor and Hacienda Mobile Home Estates [CC] 27
 - 10. Consider Setting a Public Hearing to Receive Public Comment on Reallocation and Expenditure of Fiscal Year 2010-11 Supplemental Law Enforcement Services Funds [CC] 34
- C. Agreements
 - 1. Consider Approval of Agreement No. 12-27 With Aegis-ITS, Inc., for Traffic Signal Maintenance Services [CC] 35

	<u>Page No.</u>
2. Consider Approval of Agreement No. 12-30 With Monte Vista Water District for Replacement of a Water Main in Carlton Street and Authorization for City Manager Edward C. Starr to Sign the Agreement [CC]	52
3. Consider Approval of Agreement No. 12-32 With the County of San Bernardino for Use of the San Bernardino County Sheriff's Department Weapons Firing Range and Live Fire House [CC]	56
4. Consider Approval of Agreement No. 12-33 Between the City of Montclair and Cintas Corporation for Supply and Maintenance of Public Works Department Employee Uniforms [CC]	70
5. Consider Authorization of a \$15,300 Appropriation From the Park Development Fund for Improvements to the Montclair Senior Center Fencing Modification Project [CC]	
Consider Award of Contract to Dan Lyman Construction, Inc., in the Amount of \$12,724.56 [CC]	
Consider Approval of Agreement No. 12-34 With Dan Lyman Construction, Inc., for Construction of the Senior Center Fencing Modification Project [CC]	
Consider Authorization of a \$2,500 Construction Contingency [CC]	78
6. Consider Authorization of a \$6,500 Appropriation From the Contingency Fund for Preparation of a Fuel Tank Spill Prevention Control and Countermeasure Plan for the Montclair Police Department [CC]	
Consider Approval of Agreement No. 12-35 With Gasoline Retail Facilities Consulting, Inc., for Preparation of a Fuel Tank Spill Prevention Control and Countermeasure Plan for an Amount Not to Exceed \$4,000 [CC]	
Consider Authorization of the City Manager to Amend the Agreement Scope of Services as May Be Necessary for a Total Increase Not to Exceed \$2,500 [CC]	85
7. Consider Approval of Agreement No. 12-36 With the San Bernardino County Department of Aging and Adult Services to Provide a Senior Citizen Nutrition Program [CC]	101
8. Consider Approval of Agreement No. 12-37 With Ontario-Montclair School District to Administer an Immunization Program for Students and Their Families [CC]	127
9. Consider Approval of Agreement No. 12-38 Amending Agreement No. 12-21 With the County of San Bernardino for Access to the Sheriff's Automated Systems [CC]	134

10.	Consider Approval of Agreement No. 12-39 With California Baptist University to Implement a Clinical Field Experience Program at the Montclair Medical Clinic [CC]	138
D.	Resolutions	
1.	Consider Adoption of Resolution No. 12-2946 Granting City Engineer Michael C. Hudson the Authority to Request a Supplemental Allocation for the Ramona Avenue Overhead Project [CC]	141
IX.	PULLED CONSENT CALENDAR ITEMS	
X.	RESPONSE – None	
XI.	COMMUNICATIONS	
A.	City Attorney	
B.	City Manager/Executive Director	
C.	Mayor/Chairman	
1.	Announcement of Vacancies on the Community Action Committee	
D.	Council/MHC Board	
E.	Committee Meeting Minutes <i>(for informational purposes only)</i>	
1.	Minutes of the Personnel Committee Meeting of May 7, 2012	144
XII.	ADJOURNMENT OF CITY COUNCIL AND SUCCESSOR AGENCY BOARD AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS	

The next regularly scheduled City Council, Successor Agency, and Montclair Housing Corporation meetings will be held on Monday, June 4, 2012, 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, Successor 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 Deputy City Clerk at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Yvonne L. Smith, Deputy 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 17, 2012.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE
NO. 12-931 REPLACING CHAPTER 11.74
OF THE MONTCLAIR MUNICIPAL CODE
RELATED TO YARD SALES

FIRST READING

DATE: May 21, 2012

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: CDV200

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Ordinance No. 12-931 replacing Chapter 11.74 of the Montclair Municipal Code related to yard sales. Amendments to the Municipal Code require public hearing review and approval by the City Council.

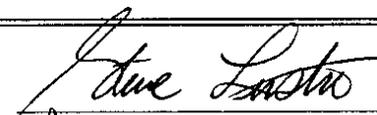
A copy of proposed Ordinance No. 12-931 is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Municipal Code currently allows residents to conduct a maximum of three yard sales per calendar year. Each yard sale may be conducted for a maximum duration of three consecutive days any time during the year. Residents are required to obtain a \$10 permit before conducting a yard sale.

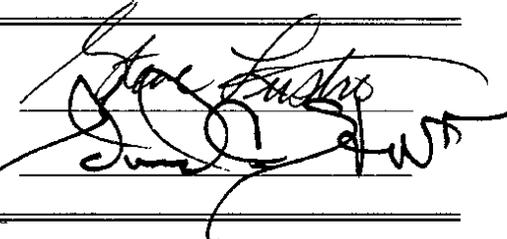
In mid-2011, 14 cities responded to a staff request for their respective yard sale regulations. Of particular interest were the regulations in Pomona and Santa Ana, which allow four yard sales annually per address but only on designated weekends. Ontario's regulations are similar, except that five weekends are designated per year. Using these regulations as a base from which to work, staff is proposing a complete revamp of Chapter 11.74 that would provide for the following:

- A maximum of four (4) yard sales would be allowed per year per address.
- Yard sales may only be conducted on the first full weekends (Friday through Sunday) in February, May, August, and November.
- In addition to the four regular yard sales, residents would be allowed to conduct one moving sale or estate sale per calendar year, subject to acceptable documentation being provided to staff.
- Yard sale signs would be standardized: Two signs would be issued with each permit, and applicants would be allowed to purchase two additional signs at a minimal cost.

Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

Revision of the City's yard sale regulations was discussed at several Code Enforcement Committee meetings over the past six months. At its March 19 meeting, the Committee recommended proposed Ordinance No. 12-931 be considered by the full City Council. The proposed Ordinance was presented informally to the Planning Commission on March 26, and the Planning Commission also supports its adoption.

It is believed that the proposed changes will result in more productive use of office staff time as there would only be a need to issue and log yard sale permits quarterly rather than weekly. Further, Code Enforcement staff would not be burdened with monitoring yard sales year-round, freeing up time to deal with more critical issues in the community.

Should the City Council adopt Ordinance No. 12-931, staff will begin an education campaign to inform residents of the new yard sale regulations, which would take effect August 1, 2012. Staff intends to develop yard sale information that would be distributed at the public counter and inserted into utility bills, place announcements on various pages of the City's website, and prepare news releases for publication in the local newspaper.

FISCAL IMPACT: Funds are proposed in the Community Development Fiscal Year 2012-13 Budget to pay for the new yard sale signs that would be distributed to residents when they obtain a permit. An undetermined portion of that expense would be recovered through the sale of additional yard sale signs at a minimal charge. Otherwise, there would be no direct fiscal impact to the City's General Fund should the City Council adopt proposed Ordinance No. 12-931.

RECOMMENDATION: Staff recommends the City Council adopt the first reading of Ordinance No. 12-931 replacing Chapter 11.74 of the Montclair Municipal Code related to yard sales.

ORDINANCE NO. 12-931

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR REPLACING
CHAPTER 11.74 OF THE MONTCLAIR
MUNICIPAL CODE RELATED TO YARD SALES**

WHEREAS, California Government Code Section 65800 *et seq.* authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, Chapter 11.74 of the Montclair Municipal Code (MMC) sets forth regulations for conducting yard sales in the City; and

WHEREAS, residents are currently permitted to conduct a maximum of three yard sales per residential address annually for a duration of no more than three consecutive days per sale; and

WHEREAS, yard sales may be conducted at any time during the calendar year; and

WHEREAS, a significant amount of staff time is expended issuing and logging approximately 1,100 annual yard sale permits and subsequently monitoring those yard sales for compliance with the Municipal Code; and

WHEREAS, in an effort to minimize the amount of time spent on yard sales and increase staff productivity, it is proposed that the City's yard sale regulations be revised to include the following major points:

- Increase the number of yard sales permitted annually from three to four per residential address;
- Allow yard sales only on the first full weekends in February, May, August, and November;
- Include provisions for moving sales and estate sales;
- Provide applicants with two preprinted yard sale signs and an option to purchase two additional signs at minimal cost; and

WHEREAS, staff believes that limiting yard sales to four designated weekends per year will allow staff at the public counter to be more productive during the remainder of the year and the Code Enforcement Unit to concentrate on more significant violations on non-yard sale weekends; and

WHEREAS, in order to allow staff adequate time to publicize the new yard sale regulations to the community, it is proposed that the regulations become effective on August 1, 2012; and

WHEREAS, the City Council finds that the proposed Ordinance is consistent with the General Plan's goals and policies of protecting community character by regulating activities that are compatible with and complement the nature of the City's residential neighborhoods; and

WHEREAS, the City Council finds that this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines. The proposed code amendment does not approve any construction activities but, instead, establishes standards, permit requirements, and other measures that regulate yard sales on residential properties; and

WHEREAS, the Director of Community Development is directed to file a Notice of Exemption in accordance with CEQA and the State CEQA Guidelines.

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

SECTION I. Chapter 11.74 ("Yard Sales") of Title 11 ("Zoning and Development") of the Montclair Municipal Code is hereby repealed and replaced in its entirety as follows:

CHAPTER 11.74

YARD SALES

Sections:

- 11.74.010 Purpose and applicability.**
- 11.74.020 Permit required.**
- 11.74.030 Frequency of yard sales.**
- 11.74.040 Moving and estate sales.**
- 11.74.050 Community-sponsored yard sales.**
- 11.74.060 Merchandise criteria.**
- 11.74.070 Inclement weather.**
- 11.74.080 Signs.**
- 11.74.090 Inspections and enforcement.**

11.74.010 Purpose and applicability.

This Chapter is intended to set forth guidelines under which yard sales may be conducted on properties legally developed with single- and multifamily residential uses. Yard or rummage sales that are conducted on property legally developed with private educational institutions or houses of worship shall be

required to obtain a Special Event Permit subject to the guidelines set forth in Chapter 11.68 of this Title. Yard sales shall be prohibited on undeveloped properties or properties developed with land uses not specified above, except as provided for herein.

11.74.020 Permit required.

A. Every property owner or tenant desiring to exhibit, for sale purposes, identifiable or tangible personal property at a yard sale, moving sale, or estate sale shall, prior to conducting said sale, obtain a yard sale permit from the Community Development Department. Applications for yard sale permits shall be made on application forms furnished by the Department. At the time of application submission, applicants shall present a valid photo identification indicating they are a resident of the subject property. The yard sale permit application fee shall be established by Resolution of the City Council.

B. The property owner or tenant of the subject property where an approved yard sale is being conducted shall be present for the entire duration of said yard sale.

11.74.030 Frequency of yard sales.

Properties legally developed with single- or multifamily residential uses shall be permitted to conduct yard sales a maximum of four (4) times per calendar year for a maximum duration of three (3) consecutive days. Sales shall be permitted only on the first full weekends of the months of February, May, August, and November. As used in this Chapter, "weekend" is defined as being from dawn Friday morning until dusk Sunday evening. Further, "first full weekend of the month" is defined as the first weekend where all three days are within the month in which a yard sale is allowed. For example, if January 31 were to fall on a Friday, then the February yard sale weekend would occur on the subsequent full weekend falling within the month of February (February 7 through 9).

11.74.040 Moving and estate sales.

A. Moving sales. Residents of single-family dwellings who have sold, or entered into a contract to sell their home, shall be entitled to one (1) moving sale per calendar year in addition to the four (4) yard sales described in this Chapter. Moving sales shall be for a maximum duration of three (3) consecutive days with no restriction on days of the week. At the time of permit application, applicants shall provide proof that a real property sale agreement has been entered into or consummated for the subject property. The existence of a "for sale" sign on the subject property is not adequate substantiation for a moving sale.

B. Estate sales. The family of a resident or residents of a single-family dwelling who has/have passed away is entitled to conduct one (1) estate sale per calendar year in addition to the four (4) yard sales described in this Chapter. Estate sales shall be for a maximum duration of three (3) consecutive days with no restriction on days of the week. At the time of permit application, applicants shall provide sufficient proof that the deceased person(s) lived at the subject

property and shall also provide a copy of a death certificate indicating that the person(s) has/have passed within the previous six months.

Single-family residential properties meeting the criteria described herein shall be entitled to either one moving sale or one estate sale in the same calendar year.

11.74.050 Community-sponsored yard sales.

Yard sales that are sponsored or cosponsored by the City, a City department, and/or the Montclair Chamber of Commerce may occur on property developed with land uses other than those specifically identified in Section 11.74.010 herein. Said community-sponsored yard sales shall be permitted only on the four weekends identified in Section 11.74.030 herein. The property owner or business hosting the event on its property shall obtain a Special Event Permit pursuant to Chapter 11.68 of this Title. Individual yard sale permits as described herein shall not be required of vendors participating in a community-sponsored yard sale. Community-sponsored yard sales shall comply with all other criteria and guidelines contained in this Chapter.

11.74.060 Merchandise criteria.

All merchandise offered for sale at yard, moving, and estate sales shall meet the following criteria:

A. Merchandise shall be limited to household goods that were previously purchased, made, or grown onsite by the property owner or tenant conducting the sale. The sale of new merchandise or large quantities of commercially-obtained merchandise is not permitted.

B. Merchandise shall not be stacked, hung, piled, or otherwise displayed so as to adversely affect the residential appearance and/or property values of the surrounding neighborhood.

C. Merchandise shall not be stacked or piled at a height greater than five (5) feet above natural grade and shall be displayed in a reasonably neat and orderly manner.

D. Merchandise shall not be stacked, hung, piled, or otherwise displayed in a manner that may reasonably impede the accessibility of emergency personnel to the residence.

E. Merchandise shall not be displayed on fences and walls or hung from trees or other appurtenances.

F. The display of merchandise shall not extend into the public right-of-way.

G. Property owners or tenants shall not be permitted to "sublet" their yard to outside individuals, companies, groups, entities, etc., for the express purpose of conducting a yard sale pursuant to this Chapter.

11.74.070 Inclement weather.

In the event of inclement weather lasting longer than one day on a designated yard sale weekend, the Community Development Director may, at his or her discretion, allow permitted yard sales to occur on the subsequent weekend. Similar postponements of approved moving or estate sales shall be at the discretion of the Community Development Director. No additional permit or fees shall be required for a sale postponed solely because of inclement weather.

11.74.080 Signs.

Two (2) City-issued "Yard Sale" signs will be distributed with each yard sale permit. A maximum of two (2) additional signs (for a maximum total of four signs per yard sale location) may be purchased from the Community Development Department. Signs shall only be placed, displayed, or affixed as follows:

A. Permitted Signs – Only "Yard Sale" signs issued by the City shall be permitted to be displayed.

B. Copy – Signs shall contain the City logo, the words "Yard Sale," and the street address of the event. Applicants may add other relevant or helpful information, such as a directional arrow. Homemade "Yard Sale" or directional signs shall be prohibited.

C. Placement.

1. Signs may be attached to wooden, metal, or plastic stakes and placed in a landscaped area on private property with the permission of the property owner or in a landscaped parkway adjacent to private property with the permission of the adjacent property owner.

2. Signs shall not be attached to utility, streetlight, traffic signal, or regulatory sign poles in the public right-of-way, or to improvements on private property other than that where the yard sale is being conducted. Such placement of signs shall be prohibited and subject to removal by City staff.

3. Signs shall not be attached to trees on public or private property, regardless of method of attachment.

4. Signs shall not be placed in the landscaped center medians of any street.

D. Removal. At the conclusion of the yard sale, applicants shall be responsible for removing all signs and methods of attachment or display. Violators may be subject to citation and fine.

11.74.090 Inspections and enforcement.

Yard, moving, and estate sales are subject to inspection by Code Enforcement, Building, Police, Fire, and other City officials at all times during the operation to ensure compliance with this Title. Violations of any parts of this Title may require immediate correction by the property owner(s) or tenant(s) conducting the sale. Failure to correct such violations may result in immediate cessation of the sale, citation, fine, and/or prohibition from conducting a yard sale at the subject location for up to a one-year period.

SECTION II. Severability.

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

SECTION III. Effective Date.

This Ordinance shall be in full force and effect August 1, 2012.

SECTION IV. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 12-931 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2012, and finally passed not less than five (5) days thereafter on the XX day of XX, 2012, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: May 21, 2012

SECTION: ADMIN. REPORTS

ITEM NO. 1

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending April 30, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending April 30, 2012.

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, 2012.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

Proofed by:

Andrea Phillips

Presented by:

[Signature]
[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: May 21, 2012
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
	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 Raft has examined the Warrant Register dated May 21, 2012, and Payroll Documentation dated April 8, 2012; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated May 21, 2012, totals \$1,058,998.06. The Payroll Documentation dated April 8, 2012, totals \$572,105.62, with \$406,229.02 being the total cash disbursement.

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

Prepared by:

Yvonne L. Smith
Andreia Phillips

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: May 21, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending April 30, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending April 30, 2012.

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

RECOMMENDATION: Staff recommends the City Council acting as successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending April 30, 2012.

Prepared by:

Michael P. Piro

Reviewed and
Approved by:

[Signature]

Proofed by:

Andrea Phillips

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** May 21, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: FIN530
DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending April 30, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 04.01.12-04.30.12 in the amounts of \$0.00 for Project I; \$0.00 for Project II; \$4,599.53 for Project III; \$0.00 for Project IV; \$915.71 for Project V; and \$0.00 for the Mission Boulevard Joint Redevelopment Project and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the City Council as successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending April 30, 2012.

Prepared by:

Michael Pistorius

Reviewed and
Approved by:

[Signature]

Proofed by:

Andrew Phillips

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: May 21, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 5

FILE I.D.: FIN525

DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending April 30, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending April 30, 2012.

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, 2012.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

[Signature]

Proofed by:

Andrew Phillip

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** May 21, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 6
FILE I.D.: FIN545
DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending April 30, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 04.01.12-04.30.12 in the amount of \$28,218.41 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending April 30, 2012.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

Proofed by:

Andreapillino

Presented by:

[Signature]
[Signature]

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 12-2950 ESTABLISHING AN INSPECTION FEE SCHEDULE FOR INSPECTION OF BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH ORDINANCE NO. 12-930	DATE: May 21, 2012 SECTION: ADMIN. REPORTS ITEM NO.: 7 FILE I.D.: STD200 DEPT.: PUBLIC WORKS
---	--

REASON FOR CONSIDERATION: The City Council previously adopted Ordinance No. 12-930 addressing City inspection of Best Management Practices (BMPs) associated with Water Quality Management Plans (WQMPs). The Ordinance included a section allowing for the establishment of inspection fees by Resolution. Resolutions require City Council approval.

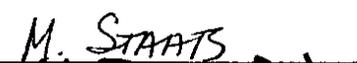
A copy of proposed Resolution No. 12-2950 is attached for the City Council's review and consideration.

BACKGROUND: On January 29, 2010, the California Regional Water Quality Control Board, Santa Ana Region, adopted Order No. R8-2010-0036 National Pollutant Discharge Elimination System No. CAS618036 (Order). This action addressed Waste Discharge Requirements for the San Bernardino County Flood Control District, the County of San Bernardino, the unincorporated areas of San Bernardino County, and cities within San Bernardino County that are within the Santa Ana Region including the City of Montclair.

To comply with the Order affecting development both during construction and post construction, the City Council previously adopted Ordinance No. 12-930 addressing stormwater discharge and the requirements of NPDES No. CAS618036. The Ordinance, under Section 9.24.500, provides the City with the legal authority to inspect structural stormwater treatment devices associated with approved WQMPs during the construction phase and to collect fees for developers to cover the costs associated with the inspections. The fee structure is to be set by Resolution. The purpose of the inspections is to ensure BMPs are constructed and function in accordance with approved WQMPs.

FISCAL IMPACT: The cost for setting a public hearing is under \$1,000. The City Council's adoption of proposed Resolution No. 12-2950 would allow the City to collect inspection fees from developers to cover costs of inspections of BMPs associated with the approved WQMP during construction. The proposed fees are based on the estimated construction cost. The estimated construction cost of the BMP is dependent upon the actual BMP implemented as part of the approved WQMP. Failure to adopt Resolution No. 12-2950 would not affect the inspection requirements but would prevent staff from collecting inspection fees. Inspection costs would then be borne by the General Fund.

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, June 4, 2012, at 7:00 p.m. in the City Council Chambers to consider adoption of Resolution No. 12-2950 establishing an inspection fee schedule for inspection of Best Management Practices in accordance with Ordinance No. 12-930.

RESOLUTION NO. 12-2950

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR ESTABLISHING
A FEE SCHEDULE IN ACCORDANCE WITH
ORDINANCE NO. 12-930**

WHEREAS, on May 7, 2012, the City Council of the City of Montclair adopted Ordinance No. 12-930; and

WHEREAS, Ordinance No. 12-930 requires the development of a Water Quality Management Plan for any development, redevelopment, utility, or road improvement project; and

WHEREAS, Ordinance No. 12-930 also allows for the establishment of a regulatory fee to recover the costs of permit issuance, administration, inspections, sampling and metering, of Best Management Practices associated with the Water Quality Management Plan.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair does hereby establish the following fee schedule in accordance with Ordinance No. 12-930 effective July 1, 2012:

Permit Fee:	\$25	
Inspection Fee:	\$1 to \$25,000	4 percent of estimated value/cost
	\$25,001 to \$100,000	\$1,000 plus 3.5 percent of the value/ cost over \$25,000
	\$100,001 and over	\$3,625 plus 3 percent of the value/ cost over \$100,000

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2950 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

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

Yvonne Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 12-2951 AMENDING THE MASTER USER FEE SCHEDULE RELATED TO HUMAN SERVICES DIVISION MINI-SCHOOL PROGRAM ENROLLMENT FEES	DATE: May 21, 2012 SECTION: ADMIN. REPORTS ITEM NO.: 8 FILE I.D.: HSV065/HSV151 DEPT.: COMMUNITY DEV.
--	--

REASON FOR CONSIDERATION: The City Council is requested to consider setting a public hearing to consider adoption of Resolution No. 12-2951 amending the Master User Fee Schedule regarding fees for enrollment in the Mini-School Program.

A copy of proposed Resolution No. 12-2951 is attached for the City Council's review and consideration.

BACKGROUND: The Human Services Division conducted a preschool fee analysis of area recreational preschools offered to the public. The Human Services Division proposes to revise the fees for enrollment in the Mini-School Program based on an average of fees charged by area recreational preschools. Exhibit A containing the preschool enrollment fee analysis and Exhibit B containing the proposed enrollment fee increases are attached for the City Council's review.

FISCAL IMPACT: Revenues generated from the proposed enrollment fee amendment would offset expenditures including staff, utility, and general facility maintenance costs.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, June 4, 2012, at 7:00 p.m. in the City Council Chambers to consider adoption of Resolution No. 12-2951 amending the Master User Fee Schedule related to Human Services Division Mini-School Program enrollment fees.

Prepared by: <u> <i>M. Richter</i> </u>	Reviewed and Approved by: _____
Proofed by: <u> <i>Christine Smiderly</i> </u>	Presented by: _____

RESOLUTION NO. 12-2951

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING THE MASTER USER FEE SCHEDULE RELATED TO HUMAN SERVICES DIVISION MINI-SCHOOL PROGRAM ENROLLMENT FEES

WHEREAS, the City of Montclair has the statutory authority to impose fees, charges, and rates under its regulatory and police power as authorized pursuant to California Government Code Section 37112; and

WHEREAS, user fees are imposed for services rendered by the City of Montclair that benefit a specific individual or group of individuals; and

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

WHEREAS, the City Manager or his designee may adjust or waive user fees as appropriate; and

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

WHEREAS, it has been directed that all user fees, to the extent possible, are to be reviewed annually consistent with the User Fee Cost-Recovery Policy.

WHEREAS, the City Council has duly noticed and conducted a public hearing on June 4, 2012, at which time the public was invited to give oral and/or written testimony as part of the regular joint City Clerk/Redevelopment Agency/Montclair Housing Corporation meeting prior to the City Council's consideration of adoption of this Resolution.

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

Section 1. Fee Schedule Adoption. Human Services Division's amendments to the Master User Fee Schedule, attached hereto as Exhibit B containing revised fees for enrollment in the Mini-School Program, are hereby adopted and shall be used as authorization for collecting said fees and charges as set forth herein.

Section 2. Effective Date. This Resolution shall be in full force and effect thirty (30) days after passage.

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2951 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

Fee Study
Recreational Preschools

Resolution No. 12-2951

CITY	AGENCY	NAME	DAYS PER WEEK	HOURS	AGES	COST
Chino	YMCA	Tiny Tots	2	9:45-12:45	3-5 years	\$81/month
Chino Hills	Recreation Department	Tiny Tots	2	11:30-1:30	3 years	\$82/6weeks
Chino Hills	Recreation Department	Tiny Tots	2	9:00-11:00	3 years	\$82/6 weeks
Claremont	Community Services	ABCs for Me and Tiny Tots Program	2	9:00-12:00	4-5 years	\$130/mo
Fontana	Community Services	Tiny Tots	2	8:30-11:20	3-4 years	\$65/4 weeks
La Verne	Community Services	Preschool	2	8:45-11:15	3-5 years	\$90/mon
Montclair	Recreation Department	Mini-School	2	9:00-12:00	3-5 years	\$60/12 weeks
Ontario	Recreation Department	Tiny Tots	2	8:30-11:20	4-5 years	\$65/4 weeks
Rancho Cucamonga	Community Services	Playschool Program	2	8:30-11:20	4-5 years	\$242/12 weeks
Rancho Cucamonga	Community Services	Playschool Program	2	8:45-11:35	4-5 years	\$242/12 weeks
Rancho Cucamonga	Community Services	Playschool Program	2	9:55-12:45	4-5 years	\$242/12 weeks
Rancho Cucamonga	Community Services	Playschool Program	2	11:10-2:00	4-5 years	\$242/12 weeks
Rancho Cucamonga	Community Services	Playschool Program	2	12:25-3:15	4-5 years	\$242/12 weeks
Rialto	Recreation Department	Tiny Tots	2	9:00-12:00	3-5 years	\$65/month
San Bernardino	Parks & Recreation Department	Tot Time	2	9:00-1:00	4-5 years	\$65/month
Upland	Recreation Department	Tiny Tots	2	10:30-1:30	5-Apr	\$120/mo.

City of Montclair
Human Services Division
Proposed Mini-School Enrollment Fee Schedule

<i>Age</i>	<i>Fee</i>	<i>Session</i>	<i>Day</i>	<i>Time</i>	<i>Snack fee</i>
3 to 5 years	\$120	12 weeks	Monday/Wednesday	9:00 a.m.-12:00 p.m.	\$8.50
3 to 5 years	\$120	12 weeks	Monday/Wednesday	1:00 p.m.-4:00 p.m.	\$8.50
3 to 5 years	\$120	12 weeks	Tuesday/Thursday	9:00 a.m.-12:00 p.m.	\$8.50
3 to 5 years	\$120	12 weeks	Tuesday/Thursday	1:00 p.m.-4:00 p.m.	\$8.50

AGENDA REPORT

SUBJECT: CONSIDER SETTING A TEFRA PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 12-2952 APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF AGREEMENT NO. 12-40, AN ASSOCIATE MEMBERSHIP AGREEMENT WITH THE INDEPENDENT CITIES FINANCING AUTHORITY TO REFINANCE PREVIOUSLY ISSUED MOBILE HOME PARK REVENUE BONDS FOR VILLA MONTCLAIR MOBILE HOME PARK AND MONTEREY MANOR AND HACIENDA MOBILE HOME ESTATES

DATE: May 21, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 9

FILE I.D.: MHP090/060/030

DEPT.: CITY MANAGER

REASON FOR CONSIDERATION: Augusta Communities and Augusta Homes, related California nonprofit benefit corporations, are consolidating ownership of four nonprofit-owned mobile home parks into Augusta Communities LLC including Villa Montclair Mobile Home Park and Monterey Manor and Hacienda Mobile Home Estates located in Montclair for the purpose of refinancing debt, directing cash flow to fund Residual Receipts Loans and resident service programs, and funding additional capital improvement projects.

In order to proceed with refinancing the project, Augusta Communities LLC is requesting the City of Montclair set a date for a public hearing, publish a notice, and hold a TEFRA hearing, which is a public hearing that is required pursuant to the provisions of the Tax Equity and Fiscal Responsibility Act of 1981 when private activity bonds are being issued on a tax-exempt basis.

The TEFRA public hearing must be conducted in conjunction with the refunding of three mobile home park revenue bonds issued by the City of Montclair Redevelopment Agency on behalf of Augusta Homes and Augusta Communities (formerly Augusta Homes Villa Montclair) and the proposed bond issuance by the Independent Cities Finance Authority ("ICFA") of mobile home park revenue bonds pursuant to Chapter 8 of Part 5 of Division 31 of the California Health and Safety Code. ICFA is a joint powers authority focused on financing affordable housing projects within the boundaries of its membership organizations. ICFA has approximately 70 city and counties members. The City Council would be requested to consider having the City become a member of ICFA to facilitate the proposed refinancing of the mobile home park debt.

BACKGROUND: The City of Montclair Redevelopment Agency assisted Augusta Communities and Augusta Homes (collectively "Augusta Communities"), two related nonprofit organizations that share a common Board of Directors, to finance the acquisition of three mobile home parks in the City. The Redevelopment Agency issued tax-exempt mortgage revenue bonds and made capital improvement loans that allowed Augusta Communities to lessen the burden of government by acquiring the parks to provide low- and moderate-income housing under California Planning and Zoning Law and improving the infrastructure of the properties.

Prepared by: M. STAATS
Proofed by: James L. Smith

Reviewed and Approved by: M. STAATS
Presented by: [Signature]

Villa Montclair Mobile Home Park (75 units) was acquired through such Redevelopment Agency assistance in 1999. Monterey Manor Mobile Home Estates (140 units) was similarly acquired in 2000, and Hacienda Mobile Home Estates (204 units) was acquired in 2002.

As part of the acquisition process, Augusta Communities entered into Regulatory Agreements and Affordable Housing Agreements with the Redevelopment Agency. Both agreements required the parks to be owned, managed, and operated as well-maintained affordable housing residential rental projects. Augusta Communities agreed that it would be responsible for all management functions with respect to parks including, but not limited to, the selection of tenants, certification of household size and income for evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and park security; that it would assume ownership with all risks and responsibilities implied therein as well as all management functions; and that the payment of bondholders, as well as the custody of all accounts required by the issuance of the bonds, would be the responsibility of a trustee chosen by the City/Agency. Augusta Communities also agreed to covenant affordable rents, work with resident groups on resident-related and budget issues, and provide opportunities to enhance the quality of life for those who live in mobile home parks. Augusta Communities committed to maintain compliance with Title 25 of Division 1, Housing and Community Development, Chapter 2, Mobile Home Parks Act, to establish an annual budget for maintenance of the park and a reserve fund for long-term maintenance and upkeep of the park.

The City/Redevelopment Agency's role in the project included reviewing compliance to the financial and affordability covenants of the related Regulatory Agreements and monitoring budget and expenses including semiannual financial reports from the parks as well as all accounts held and administered by the trustee.

Augusta Communities LLC is proposing to consolidate ownership of four nonprofit-owned parks, including the three Montclair parks, to take advantage of reduced interest rates that would result in lower debt service. The proposed refinancing would provide funding for an expanded resident services program and would fully fund a ten-year capital improvement program. The proposed financing also provides greater resources to repay the existing Residual Receipts Loans related to the Affordable Housing Agreements, which will remain subordinate to the project's bond financing.

Under the ICFA refinancing proposal, Augusta Communities would continue to operate the parks as affordable housing communities, would agree to comply with covenants that are substantially similar to those currently imposed upon the park, and would continue to comply with the provisions of the City's Rent Control Ordinance. However, the obligation for financial oversight related to the bonds and income and affordability oversight related to the Regulatory Agreement would be transferred from the City of Montclair Housing Authority to ICFA. The City would continue to enforce the City's Rent Control Ordinance and monitor compliance with the Affordable Housing Agreement.

After conduct of the public hearing, there would be several actions required of the City of Montclair Housing Authority, acting solely in its capacity as Successor Housing Agency to the former City of Montclair Redevelopment Agency, including the consideration of Subordination, Assignment, and Assumption Agreements of the former Agency loans, assignments of the obligations of Augusta Communities and Augusta Homes to Augusta Communities LLC and other related documentation necessary for the refinancing.

Neither the faith and/or the credit of either the City or the City of Montclair Housing Authority will be used to secure the bonds, and neither will have any obligation with respect to the bonds repayment. ICFA will be responsible for financial oversight related to the bonds and income and affordability oversight related to the Regulatory Agreement.

The City Council is requested to set June 18, 2012, at 7:00 p.m. in the City Council Chambers as the date, time, and place for a TEFRA public hearing to consider Resolution No. 12-2952.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing is anticipated to be approximately \$1,000. The publication fee will be reimbursed by Augusta Communities LLC as a bond issuance cost.

RECOMMENDATION: Staff recommends the City Council set Monday, June 18, 2012, at 7:00 p.m. in the City Council Chambers as the date, time, and place for a TEFRA public hearing to consider adoption of Resolution No. 12-2952 approving, authorizing, and directing execution of Agreement No. 12-40, an Associate Membership Agreement with the Independent Cities Finance Authority approving the issuance of bonds by the Independent Cities Finance Authority to refinance previously issued mobile home park revenue bonds for Villa Montclair Mobile Home Park and Monterey Manor and Hacienda Mobile Home Estates.

RESOLUTION NO. 12-2952

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT WITH THE INDEPENDENT CITIES FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF BONDS BY THE INDEPENDENT CITIES FINANCE AUTHORITY TO REFINANCE PREVIOUSLY ISSUED MOBILE HOME PARK REVENUE BONDS FOR VILLA MONTCLAIR MOBILE HOME PARK AND MONTEREY MANOR AND HACIENDA MOBILE HOME ESTATES

WHEREAS, certain cities of the State of California (collectively, the "Members") have entered into a Joint Powers Agreement (the "Joint Powers Agreement") establishing the Independent Cities Finance Authority (the "Authority") and prescribing its purposes and powers, and providing, among other things, for associate members of the Authority (an "Associate Member"); and

WHEREAS, the Authority has been formed for the purpose, among others, of assisting its Members and Associate Members in the raising of capital to finance the capital improvement needs of Local Agencies (as defined in the Joint Powers Agreement), to provide for home mortgage financing with respect to those Members or Associate Members that are either a city or a county of the State of California; to provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members; and to provide financing in accordance with the provisions of applicable law in connection with other projects and programs that are in the public interest and which benefit Members and Associate Members including making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multifamily rental housing, including mobile home parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code; and

WHEREAS, the City has determined that it is in the public interest and for the public benefit that the City become an Associate Member of the Authority in order to facilitate the provision of affordable and other housing opportunities within the City; and

WHEREAS, there is now before this City Council (the "City Council") the form of an Associate Membership Agreement; and

WHEREAS, the City of Montclair Redevelopment Agency (the "Montclair RDA") previously issued its Mobile Home Park Revenue Bonds (Villa Montclair Mobile Home Park Project) Series 1999, its Mobile Home Park Revenue Bonds (Monterey Manor Mobile Home Estates Project) Series 2000, and its Mobile Home Park Revenue Bonds (Hacienda Mobile Home Park Project) Series 2002 (collectively, the "Montclair RDA Bonds") and lent the proceeds of such Montclair RDA Bonds to Augusta Communities (formerly known as Augusta Homes Villa Montclair Corporation), a California nonprofit

public benefit corporation, and Augusta Homes, a California nonprofit public benefit corporation, as applicable (the "Prior Borrowers"), in order to provide financing with respect to the acquisition and improvement of the Villa Montclair Mobile Home Park, the Monterey Manor Mobile Home Estates, and the Hacienda Mobile Home Estates (collectively, the "Montclair Projects") located in the City of Montclair, California (the "City"); and

WHEREAS, Augusta Communities LLC, a California limited liability company, has requested that the Authority issue and sell its Mobile Home Park Revenue Bonds (Augusta Homes Mobile Home Park Pool) Series 2012A and its Mobile Home Park Subordinate Revenue Bonds (Augusta Homes Mobile Home Park Pool) Series 2012B (Federally Taxable) (together, the "Bonds") in an amount not to exceed \$35,000,000 for the purpose of (i) refunding the Montclair RDA Bonds and refunding certain revenue bonds previously issued by the Yucaipa Redevelopment Agency (the "Yucaipa RDA Bonds" and, together with the Montclair RDA Bonds, the "Prior Bonds"), the proceeds of which were lent to Augusta Communities in order to finance the acquisition and renovation of the Valley View Mobile Home Park located in the City of Yucaipa, California (the "Yucaipa Project" and, together with the Montclair Projects, the "Projects"); (ii) financing certain capital improvements to the Projects; and (iii) paying certain costs of issuing the Bonds; and

WHEREAS, in connection with the refinancing of the Prior Bonds, the Projects will be transferred to Augusta Communities LLC as the sole owner (the "Owner") of the Projects; and

WHEREAS, the City has determined that operation of the Montclair Projects by the Owner shall help the City satisfy its affordable housing obligations and will lessen the burden of the City to provide affordable housing for low- and very low-income residents of the City; and

WHEREAS, the Bonds will be qualified "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, the proposed issuance of private activity bonds is required to be approved by the "applicable elected representative" of the governmental units having jurisdiction over the areas in which the Projects are located, after a public hearing held after reasonable public notice; and

WHEREAS, the members the City Council are the applicable elected representatives of the City having jurisdiction over the area in which the Montclair Projects are located; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the proposed issuance of the Bonds would be held on the date hereof; and

WHEREAS, such public hearing was conducted on the date hereof by the City Council at which time an opportunity was provided to interested parties to be heard with respect to the proposed issuance of the Bonds and financing of the Projects; and

WHEREAS, the members of the City Council of the City of Yucaipa are the applicable elected representatives of the City of Yucaipa having jurisdiction over the area in which the Yucaipa Project is located; and

WHEREAS, the City Council of the City of Yucaipa will also consider a Resolution with respect to the approval of the proposed issuance of the Bonds; and

WHEREAS, it is intended that this Resolution and the corresponding Resolution of the City Council of the City of Yucaipa shall constitute approval of the proposed issuance of the Bonds required by Section 147(f) of the Code.

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

Section 1. The City Council hereby approves the City's membership in the Authority as an Associate Member and the Associate Membership Agreement, in substantially the form on file with the Deputy City Clerk, pursuant to which the City shall become an Associate Member of the Authority. The Mayor, City Manager, Deputy City Clerk, and any other proper officers and officials of the City are hereby authorized and directed to take all actions and do all things necessary or desirable hereunder with respect to the Associate Membership Agreement including, but not limited to, the execution and delivery of any agreements, certificates, instruments and other documents which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of this City Council that this Resolution constitutes approval of issuance of the Bonds for the purposes of Section 147(f) of the Code.

Section 3. Issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds or the Projects.

Section 4. The City Council hereby determines that the operation of the Montclair Projects by the Owner shall help the City satisfy its affordable housing obligations and will lessen the burden of the City to provide affordable housing for low- and very low-income residents of the City.

Section 5. Adoption of this Resolution shall not obligate the City, the Montclair RDA or any department thereof to (i) provide any financing to acquire or construct the Projects or to provide any refinancing of the Projects; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition or operation of the Projects; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 6. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2952 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
City Clerk

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON REALLOCATION AND EXPENDITURE OF FISCAL YEAR 2010-11 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS	DATE: May 21, 2012
	SECTION: ADMIN. REPORTS
	ITEM NO.: 10
	FILE I.D.: PDT362
	DEPT.: POLICE

REASON FOR CONSIDERATION: The Police Department would like to reallocate Fiscal Year 2010-11 Supplemental Law Enforcement Services Fund (SLESF) grant funds, which requires a public hearing be conducted to receive public comment.

BACKGROUND: Allocations under the SLESF grant for Fiscal Year 2010-11 were previously approved by the City Council on December 6, 2010.

The Police Department has utilized SLESF moneys exclusively for "front line law enforcement services" and "front line municipal police services" in accordance with grant guidelines. However, since receiving City Council approval of the initial allocation recommendations, staff has reevaluated the Department's primary fiscal needs and is, therefore, requesting the reallocation of \$12,327 in unexpended SLESF grant funds to be used toward the purchase of new mobile video recorders for the Department's Patrol fleet.

FISCAL IMPACT: The City Council's reallocation of Fiscal Year 2010-11 SLESF grant funds would create no fiscal impact to the City's General Fund.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, June 4, 2012, at 7:00 p.m. in the City Council Chambers to receive public comment on the reallocation and expenditure of Fiscal Year 2010-11 Supplemental Law Enforcement Services funds.

Prepared by:

Judy B...
Sharon Agonien

Reviewed and
Approved by:

Presented by:

H. P. ...
[Signature]

Therefore, if the current proposal by Aegis is accepted by the City, the monthly preventative maintenance cost will have dropped by approximately 7.6% over the last nine years.

It is recommended that Agreement No. 12-27 be approved subject to any minor revisions the City Attorney might request.

FISCAL IMPACT: Approval of Agreement No. 12-27 will result in a slight savings, reducing the monthly cost per intersection for preventative maintenance checks from \$54 to \$52. With 44 signalized intersections, the annual savings will be \$1,056.

In addition to the monthly costs for preventative maintenance checks, there are also costs associated with extraordinary maintenance. For Fiscal Year 2010-11, the last full year for which extraordinary maintenance costs have been tabulated, the average monthly cost per intersection was just under \$100. The total monthly average maintenance cost per intersection for Fiscal Year 2010-11, including the monthly preventative maintenance checks, was \$154. By comparison, another agency, with whom the City shares a few traffic signals and signal maintenance costs, paid \$224 per intersection per month using another contractor.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-27 with Aegis-ITS, Inc., for traffic signal maintenance services.

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into effective July 1, 2012, by and between Aegis ITS, Inc., hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY," to provide traffic signal maintenance services, hereinafter referred to as the "PROJECT."

A. Recitals.

WHEREAS, pursuant to Notice Inviting Statement of Qualifications and Proposals, CONTRACTOR, under its previous name Team Econolite, did submit a Statement of Qualifications and a Proposal for PROJECT; and

WHEREAS, CITY did accept the bid of CONTRACTOR, under its previous name as Team Econolite; and

WHEREAS, CITY did previously enter into Agreement Nos. 03-60, 06-103, and 09-58 with CONTRACTOR, under its previous name of Team Econolite, for PROJECT; and

WHEREAS, CITY and CONTRACTOR entered into Agreement No. 11-131 assigning Agreement No. 09-58 to CONTRACTOR; and

WHEREAS, CITY and CONTRACTOR are mutually desirous of continuing PROJECT services.

B. Resolution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT shall be performed in accordance with attached Exhibit A.
2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:** The aforesaid Exhibit A is incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to provide signal and lighting maintenance and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.
3. **TERM OF CONTRACT:** The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract. This contract shall commence on July 1, 2012, and terminate on June 30, 2015, unless mutually agreed between CONTRACTOR and CITY to extend the agreement. CITY may terminate this contract without cause upon giving a 30-day written notice. It may terminate the contract immediately with cause.

4. CONTRACT PRICE AND PAYMENT: CITY shall pay to CONTRACTOR on a monthly basis for furnishing the material and doing the prescribed work in accordance with the unit prices set forth in Exhibit B to this Agreement and incorporated in its entirety.

5. CITY MANAGEMENT: CITY's City Engineer shall represent CITY in all matters pertaining to the administration of this Agreement, but not including the authority to enlarge the Tasks to be performed or change the compensation due to Consultant. CITY's City Manager shall be authorized to act on CITY's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation.

6. INSURANCE: The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of § 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability - Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability - Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Automobile - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.

- (4) Automobile - Property Damage \$500,000 each accident.
- c. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:
 - (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
 - (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.
- d. General Insurance Requirements – All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and policies required under 4.b. shall contain language, to the extent obtainable, to the effect that (1) insurer, insured, and all subcontractors waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially change except after thirty (30) days' written notice by the insurer to CITY by certified mail. CONTRACTOR shall furnish CITY with copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance. CONTRACTOR may effect for its own account insurance not required under this Agreement.
- e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs a. and b., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.

7. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the PROJECT or any part thereof, or for any of the materials or other things used or employed in performing the PROJECT; or for injury or damage to any person or persons, either workers, employees of the CONTRACTOR or its subcontractors or the public, whatsoever arising out of or in connection with the performance of the PROJECT. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the existence of this contract.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, its agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the PROJECT, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

8. INDEPENDENT CONTRACTOR:

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

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

9. NONDISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

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

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

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

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

CITY:

Mr. Michael C. Hudson
City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763
909-625-9441

CONTRACTOR:

Mr. Rodney Mathis
President
Aegis-ITS, Inc.
3360 East La Palma Avenue
Anaheim, CA 92806-2856
714-666-2295

14. ASSIGNMENT: This contract may not be assigned unless approved in writing by CITY. Such assignment shall be in the form of an agreement approved by the City Council and CONTRACTOR.

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

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

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

18. ATTORNEYS FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY:

CONTRACTOR:

CITY OF MONTCLAIR, CALIFORNIA

AEGIS-ITS INC.

Edward C. Starr
City Manager

Rodney Mathis
President

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Name

Title

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

Name

EXHIBIT A SCOPE OF MAINTENANCE SERVICES REQUIRED

ADMINISTRATIVE REQUIREMENTS

General – Contractor shall furnish all tools, equipment, apparatus, facilities, labor, material, services, traffic control, etc., and perform all work necessary to maintain in good working order all traffic signal facilities at the locations listed herein. All work performed or equipment, parts, or materials supplied shall be subject to the inspection and approval of the City Engineer or his designated representative.

Contact – Contractor shall maintain a single, local or toll free telephone number where it can be reached 24 hours per day, seven days per week for reporting signal problems. Contractor shall also provide names and telephone numbers for at least three (3) responsible individuals representing Contractor that may be contacted 24 hours per day in the event of a signal related emergency.

Equipment/Labor – Contractor shall have available and readily accessible all required tools, equipment, apparatus, materials, facilities, and skilled labor necessary to perform all work necessary to maintain traffic signal systems and safety lighting in good working order. Skilled labor is further defined as traffic signal maintenance technicians that are certified as Level II Traffic Signal Technicians as issued by the International Municipal Signal Association (IMSA). Non-skilled labor may be used for certain tasks such as relamping, cleaning, painting, etc. Prior to commencement of contract, Contractor shall submit certification papers on all employees potentially working on City signals.

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary and extraordinary trouble calls. Examples of trouble calls where spare parts may be required include damages to controller cabinets, controller cabinet components, signal poles/heads, pedestrian indications/poles, and conduit/wiring. The substitute components shall be equal to or better than those they are replacing.

Prevailing Wage – Pursuant to Section 1773 of the Labor Code of the State of California, the General Prevailing Rates of Wages have been determined and these are listed in the California Department of Transportation publication, General Prevailing Wage Rates. The contractor and any subcontractors used in connection with this maintenance contract shall not pay its employees less than the prevailing wage. This requirement is applicable to routine maintenance, preventative maintenance checks, extraordinary maintenance and any other work requested by City or required under this contract. Certified payrolls shall be submitted to City on a monthly basis.

Notification – Contractor shall provide a toll-free emergency contact telephone number for reporting signal related problems, damages, and emergencies. The number shall be in service 24 hours per day, seven days per week, 365 days per year.

Response Time – Contractor should expect service requests outside of the Contractor's normal working or service hours. These service requests may be given by telephone, fax, e-mail, written correspondence, or other means. Contractor shall maintain 24-hour response capabilities in order to effectively address and respond to service requests.

The Contractor will need to ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the signal location within one hour of first notification. Routine requests shall be responded to within 24 hours of first notification unless other arrangements are agreed to.

The following events shall establish an emergency condition and the following action shall be taken:

1. Failure or malfunction of the traffic signal system or interruption of normal signal operations caused by or from:
 - Vehicle collisions or accidents
 - Acts of God
 - Civil disorder
 - Malicious mischief or vandalism
 - Actions of other contractors or utility companies

Under these conditions the Contractor shall immediately restore the traffic signal to normal operations. If that is not possible due to the extent of damage, sufficient repairs shall be made to enable the intersection to operate in all red flash.

2. Whenever any traffic signal indication or indications fail at any location such that less than two indications for any one direction of travel are functional, the Contractor shall immediately restore the indication(s) to normal operation.
3. Any appurtenant traffic signal equipment such as safety lighting, traffic signal heads, street name signs, block number or other regulatory signs, warning or guide signs affixed to mast arms or poles, reported to be knocked down, dangling, or otherwise creating a public safety hazard shall be immediately repaired or removed in order to eliminate the hazard or unsafe condition. Any equipment so removed shall be scheduled for replacement.
4. Any requests received by the Contractor where the nature of the call is unclear because of incomplete or inaccurate information shall be treated as an emergency.

Record Keeping and Reporting – The Contractor shall keep a current, permanent operational record of each and every piece of traffic control or safety equipment that the Contractor is required to maintain by this contract. These records shall be kept at each maintained location on a form approved by the City. The form shall include, at a

minimum, the date, time, description of device including all model, part, and serial number, narrative of deficiencies encountered, and a detail of any and all corrective action(s) taken. Entries shall be made legibly in indelible ink and shall be initialed by the technician making the entry.

The Contractor shall also submit to the City monthly summary reports of all activities relating to traffic signal and safety lighting maintenance for each maintained location. The summary report shall list the maintenance history for the entire reporting period for each individual signal location. A chronological report of all maintenance activities throughout the month is unacceptable. The summary reports shall be submitted to the City prior to the end of the month following the reporting period. The preferred method for reporting would be by e-mail as a Word or Excel document.

The following information, at a minimum, is required for each signal location:

- Signal location
- Date and approximate time of service
- Reason for service (callout or self-initiated)
- Description of service provided
- Notation of routine, extraordinary, emergency

For the purpose of this contract a month is defined as a calendar month. A year, except as may otherwise be defined elsewhere for specific purposes, is defined as a calendar year running from January 1 to December 31.

Salvaged or Damaged Equipment – Salvaged or damaged equipment shall become the property of Contractor unless otherwise directed by the City.

MONTHLY MAINTENANCE/PREVENTATIVE MAINTENANCE CHECK-TRAFFIC SIGNALS

The Contractor shall carry on a program of continuing comprehensive routine maintenance designed to reduce or eliminate the incidences of malfunctions and operational complaints, and extend the useful life of the equipment. The Contractor shall perform the following services at each signalized intersection on a monthly basis. Unless otherwise indicated, payment for the work would be considered part of the monthly service charge for the preventative maintenance check.

1. Clean the inside and outside of all controller cabinet assemblies and meter service pedestals.
2. Ensure proper working of fan/cooling system. Clean filters as necessary. Replace filters every six months.
3. Visually inspect all relays, clocks, dials, motors, switches, etc., and adjust, make minor repairs, make major repairs, or replace as necessary. Major repairs and replacements are considered non-routine and shall be compensated based on agreed prices or on a time and materials basis with prior approval from the City.

4. Walk all the approaches of the intersection and visually inspect all signal poles, mast arms, signal heads, and indications, traffic control signs, pedestrian signals, internally illuminated street name signs, loop sealants, pull box covers, and other signal appurtenances. All traffic signal heads and pedestrian signal heads found out of alignment shall be properly aligned. Missing signs shall be replaced. Cracked or damaged loop sealants shall be resealed. All other equipment found missing or damaged shall be replaced or repaired. Realigning heads, replacing missing signs, loop repairs or recutting loops, and other damage repairs shall be compensated based on agreed prices or on a time and materials basis with prior approval from the City.
5. Check the timing of individual signal phases and internal timing circuits for all timed devices in the cabinet.
6. Maintain an accurate chronograph and set all real-time clocks to the National Bureau of Standards (WWV) time. When and where necessary, adjust clocks Daylight Savings Time within 48 hours of time changes.
7. Check the yellow phase duration on all phases by stopwatch.
8. Check detector units and systems including, but not limited to, inductive loops, video detection, microwave sensors, radio transmitters/receivers, and pedestrian push buttons for correct detection of both vehicles and pedestrians. Adjust or repair as necessary.
9. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with the City.
10. Check all traffic signal controller communications equipment for proper operation and adjust or repair as necessary.
11. Check all field wiring for inadequacies (i.e., proper grounding, splices etc.).
12. Check and record incoming voltage at all intersections to prevent excessive wear on the signal control equipment.
13. Paint traffic signal visors and back plates at a rate of two intersections per month.
14. Report any change out of controllers or signal timing to City's Traffic Engineer, Albert Grover and Associates.

MONTHLY MAINTENANCE/PREVENTATIVE MAINTENANCE CHECK-SAFETY LIGHTING

The Contractor shall carry on a program of continuing comprehensive routine maintenance designed to reduce or eliminate the incidences of malfunctions and operational complaints and extend the useful life of the equipment. The program shall include, but not necessarily be limited to, the following:

1. On a monthly basis, check all safety lighting systems for proper operation and replace any burned out bulbs or electronic components. Field inspections shall be conducted at night unless the electrical service is of a type that permits daytime inspection.
2. The Contractor shall repair or furnish and replace any inoperative starter boards or photoelectric controls, and any damaged or knocked down safety light assemblies.

EXTRAORDINARY MAINTENANCE

The failure or malfunction of the signal system shall be considered extraordinary when it is mainly caused by "Acts of God," civil disorder, vehicle collision, vandalism, construction activities, metal fatigue or defects, or merely equipment failure due to age or deterioration. Examples include the following:

1. Replacement of vehicle detection equipment (loop or video detection).
2. Relamping – Clean, polish, and inspect all fixtures at the time the traffic signals are relamped. All lamps are LEDs and will be replaced only when they burn out or at the direction of the City Engineer. At this time all broken or deteriorated parts will be replaced or changed as necessary, signal heads realigned, and mast arm mounted street name signs adjusted. This work may also be required as directed by the City Engineer.
3. Damage to interconnect communications components including cable, communications terminal panels, and system field master controllers.
4. Underground Service Alert (USA) marking, if requested.
5. Adjustment, relamping, or repair of flashing beacon at Fire Station No. 1.
6. Replacement of signal equipment due to damage by vandalism, wind, rain, fire, accident, etc.
7. Requests for information or other services from the City.

CITY OF MONTCLAIR TRAFFIC SIGNAL LOCATIONS

No.	Location
1	Central Avenue and Richton Street
2	Central Avenue and Arrow Highway
3	Central Avenue and Olive Street/Target
4	Central Avenue and Moreno Street
5	Central Avenue and East Plaza Lane
6	Central Avenue and Costco Drive
7	Central Avenue and Palo Verde Street
8	Central Avenue and San Bernardino Street
9	Central Avenue and Benito Street
10	Central Avenue and Orchard Street
11	Central Avenue and Kingsley Street
12	Central Avenue and Holt Boulevard
13	Monte Vista Avenue and Richton Street
14	Monte Vista Avenue and Arrow Highway
15	Monte Vista Avenue and Moreno Street
16	Monte Vista Avenue and San Jose Street/West Plaza
17	Monte Vista Avenue and San Bernardino Street
18	Monte Vista Avenue and Benito Street
19	Monte Vista Avenue and Orchard Street
20	Monte Vista Avenue and Kingsley Street
21	Monte Vista Avenue and Holt Boulevard
22	Mills Avenue and San Bernardino Street
23	Mills Avenue and Kingsley Street
24	Richton Street and Montclair Transcenter
25	Arrow Highway and Fremont Avenue
26	Moreno Street/7 th Street and Benson Avenue
27	Moreno Street and Vernon Avenue/Plaza East
28	Moreno Street and Target/Plaza
29	Moreno Street and Fremont Avenue/Plaza
30	Moreno Street and Lindero Avenue/Plaza
31	Palo Verde Street and Fremont Avenue
32	San Bernardino Street and Fremont Avenue
33	Holt Boulevard and Benson Avenue
34	Holt Boulevard and Vernon Avenue
35	Holt Boulevard and Ramona Avenue
36	Holt Boulevard and Amherst Avenue
37	Mission Boulevard and Ramona Avenue
38	Montclair Plaza
39	Mission Boulevard and Monte Vista Avenue
40	State Street and Camulos Avenue
41	Ramona Avenue and Dale Street
42	Mission Boulevard and Fremont
43	Central Avenue and Howard Street
44	Arrow Highway and Police Department Way
Beacon	Fire Station 1 – Monte Vista south of Arrow Highway

	Signals not in contract
	Benson Avenue and Arrow Highway/8 th Street Mission Boulevard and Central Avenue Mission Boulevard and Pipeline Avenue Mission Boulevard and Roswell Avenue Holt Boulevard and Mills Avenue Palo Verde Street and I-10 EB On Ramp Monte Vista Avenue and I-10 Ramps Central Avenue and I-10 Ramps

**EXHIBIT B
COST OF SERVICES**

Monthly Maintenance/Preventative Maintenance Check per intersection \$52.00

Description	Regular	Overtime	Double Time
Labor			
Supervisor	\$65.00	\$65.00	n/a
Lead Technician	\$74.30	\$101.46	\$128.62
Technician	\$74.30	\$101.46	\$128.62
Lead Utility Technician	\$74.30	\$101.46	\$128.62
Utility Technician	\$74.30	\$101.46	\$128.62
Lab Technician	\$63.38	\$86.54	n/a
Laborer	\$55.95	\$76.39	\$96.83
Relamper	\$31.40	\$42.87	n/a
 Equipment			
Technician Van	\$9.50		
Bucket Truck to 36 feet	\$13.50		
Utility Truck	\$14.50		
Bucket Truck above 36 feet	\$16.00		
Crane Truck	\$35.00		
Arrow Board	\$14.75		
Air Compressor w/tools	\$13.75		
Dump Truck	\$22.00		
 Materials			
All	Cost plus 20%		
 Miscellaneous			
6-foot diameter loop and lead in cable	\$245.00		

Note: Any equipment used, but not on the above listing, will be charged at local rental rates.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-30 WITH MONTE VISTA WATER DISTRICT FOR REPLACEMENT OF A WATER MAIN IN CARLTON STREET AND AUTHOR- IZATION FOR CITY MANAGER EDWARD C. STARR TO SIGN THE AGREEMENT	DATE: May 21, 2012
	SECTION: AGREEMENTS
	ITEM NO.: 2
	FILE I.D.: STA650
	DEPT.: PUBLIC WORKS

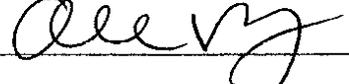
REASON FOR CONSIDERATION: During construction of street improvements for the Carlton Street Improvement Project, it was found necessary to replace an existing water main and services belonging to the Monte Vista Water District. The City Council is requested to consider approval of an agreement that would allow the District to reimburse the City for the cost of the additional improvements.

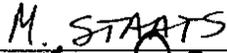
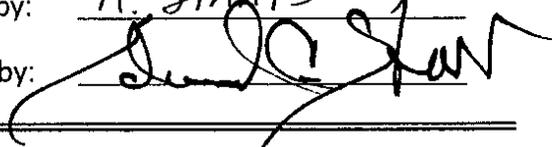
A copy of proposed Agreement No. 12-30 with Monte Vista Water District is attached for the City Council's review and consideration.

BACKGROUND: On April 16, 2012, the City Council awarded a construction contract to Gentry Brothers, Inc., for the construction of various street improvements on Carlton Street, an area that was annexed into the City a few years ago. The improvements included the installation of a sewer line to serve the residents of Carlton Street. During the sewer line installation, an existing water main belonging to the Monte Vista Water District (District) was exposed in several locations and found to be leaking, primarily due to its age. It was also determined that the District had performed some repair work on this main due to a leak last year.

Given the condition and age of the existing water main, it was agreed between the City and the District that the main needed to be replaced. It was also agreed that the work needed to be done before the street improvements could continue. Rather than delaying the contract work with Gentry Brothers, Inc., the City and District negotiated a price with Gentry Brothers, Inc., to construct the water main as a construction change order under the City's current contract.

There was some urgency in getting the water main work completed in order to avoid delay claims by Gentry Brothers, Inc. The water main problem was discovered during the week of April 30. A price was negotiated by the end of that week and authorization given to Gentry Brothers, Inc., on May 4, 2012, to begin the work. Work began on May 7 and was completed by May 11. The City Council is requested to authorize this reimbursement agreement after the fact.

Prepared by: 
Proofed by: 

Reviewed and
Approved by: 
Presented by: 

FISCAL IMPACT: The original contract with Gentry Brothers, Inc., was for \$160,484. The price negotiated with Gentry Brothers, Inc., for the water main work is \$38,000, approximately 25 percent of the original contract. The cost of the change order work greatly exceeds the contingency available, but the Agreement would allow the City to recover the entire cost from the District.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-30 with Monte Vista Water District for the replacement of a water main in Carlton Street and authorize City Manager Edward C. Starr to sign the Agreement.

CITY OF MONTCLAIR
REIMBURSEMENT AGREEMENT WITH MONTE VISTA WATER DISTRICT
FOR CONSTRUCTION OF NEW WATER MAIN AND SERVICES
CARLTON STREET IMPROVEMENT PROJECT

THIS AGREEMENT is made and effective this 7th day of May, 2012, by and between the City of Montclair, a municipal corporation ("City") and Monte Vista Water District, a county water district ("District").

RECITALS

WHEREAS, City has begun construction of various street and sewer line improvements on a project known as the Carlton Street Improvement Project; and

WHEREAS, City has entered into Agreement No. 12-25 with Gentry Brothers, Inc., to construct the Carlton Street Improvement Project; and

WHEREAS, during installation of a sewer line as part of the Carlton Street Improvement Project it was found that the condition of an existing water main belonging to District was in need of replacement; and

WHEREAS, such future construction would require trenching through recently constructed street pavement; and

WHEREAS, Gentry Brothers, Inc., has the ability and experience to install pipelines, including water mains; and

WHEREAS, in order to expedite the replacement of the existing water main and water services and avoid delays to the Carlton Street Improvement Project.

NOW, THEREFORE, IT IS AGREED by and between City and District as follows:

1. District shall provide the design, standards, construction specifications, and inspection oversight to Gentry Brothers, Inc., for the installation of a new water main and water services for Carlton Street;
2. City shall issue a construction change order to Gentry Brothers, Inc., for \$38,000 as part of Agreement No. 12-25 to install a new water main and water services for Carlton Street in accordance with District requirements;
3. District shall, within 30 days of invoicing by City, reimburse City \$38,000, barring change orders, upon the completion of the installation of the Carlton Street water main and water services.

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

DISTRICT:
MONTE VISTA WATER DISTRICT

CITY:
CITY OF MONTCLAIR

By: _____
Mark Kinsey, General Manager

By: _____
Edward C. Starr, City Manager

ATTEST:

By: _____

By: _____
Yvonne Smith, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Bruce J. Lance, Jr.,
General Legal Council

By: _____
Diane E. Robbins,
City Attorney

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-32 WITH THE COUNTY OF SAN BERNARDINO FOR USE OF THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT WEAPONS FIRING RANGE AND LIVE FIRE HOUSE	DATE: May 21, 2012
	SECTION: AGREEMENTS
	ITEM NO.: 3
	FILE I.D.: PDT725
	DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-32 for use of the San Bernardino County Sheriff's Department Weapons Firing Range and Live Fire House by members of the Montclair Police Department. Proposed Agreement No. 12-32 has been reviewed and approved by the City Attorney and is presented for the City Council's review and consideration.

BACKGROUND: The San Bernardino County Sheriff's Department maintains a Weapons Firing Range and Live Fire House at Frank Bland Regional Training Center in the City of Devore. The Upland/Montclair Special Weapons and Tactics (S.W.A.T.) Team, which includes five Montclair Police Officers, utilizes the facility monthly for tactical training. Range fees are paid to San Bernardino County by the Upland Police Department.

Agreement No. 12-32 details the terms of use of the San Bernardino County Sheriff's Department Weapons Firing Range and Live Fire House by members of the Montclair Police Department.

Proposed Agreement No. 12-32 would become effective on the date of execution by the San Bernardino County Board of Supervisors and would remain in effect until June 30, 2014. The Agreement would be subject to termination at any time, with or without cause, by either party upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination.

FISCAL IMPACT: Because range fees incurred by the Upland/Montclair S.W.A.T. Team are paid to San Bernardino County by the Upland Police Department, the City Council's approval of proposed Agreement No. 12-32 would create no fiscal impact to the City's General Fund.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-32 with the County of San Bernardino for use of the San Bernardino County Sheriff's Department Weapons Firing Range and Live Fire House.

Prepared by:

M. de la Hoya

Reviewed and
Approved by:

[Signature]

Proofed by:

Sharon Cappuccino

Presented by:

[Signature]



ROD HOOPS, SHERIFF/CORONER/PUBLIC ADMINISTRATOR

May 1, 2012

Keith Jones, Chief of Police
c/o Mike deMoet, Captain
City of Montclair
Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763

Dear Chief Jones:

Enclosed are two originals of the proposed renewal agreement with the County of San Bernardino for use of the Sheriff's Range and Live Fire House facilities by law enforcement personnel of the City of Montclair, Montclair Police Department.

If this agreement meets with your approval, please PRINT OUT TWO COPIES of the agreement, complete the signature blocks, have both copies signed in blue ink by an authorized individual (usually the City Manager) and return both copies with original signatures HARD COPY in the mail to:

**Roxann Jenkins/Administrative Services Division
San Bernardino County Sheriff's Department
P.O. Box 569
San Bernardino, CA 92402-0569**

In order for the agreement to be processed expeditiously, it MUST be addressed as above. If you require overnight mailing, our street address is on the bottom of this letterhead but please include me as the contact. Upon approval, an executed copy will be returned to you for your records. I will update the Range personnel as soon as each agreement is executed. If you have any questions or need additional information, please contact me at (909) 387-0310 or rjenkins@sbcasd.org.

Sincerely,

ROD HOOPS, SHERIFF/CORONER/PUBLIC ADMINISTRATOR

**ROXANN M. JENKINS, Staff Analyst
Sheriff's Bureau of Administration**

RH/RMJ
Enclosures



County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	Vendor Code		SC		Dept. SHR	A		Contract Number			
<input type="checkbox"/> Change											
<input type="checkbox"/> Cancel											
County Department					Dept. SHR	Orgn. SHR	Contractor's License No.				
SHERIFF											
County Department Contract Representative					Telephone		Total Contract Amount				
GREG GARLAND					(909) 387-0640						
					Contract Type						
<input checked="" type="checkbox"/> Revenue					<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:		
If not encumbered or revenue contract type, provide reason:											
Commodity Code			Contract Start Date	Contract End Date	Original Amount		Amendment Amount				
				06/30/14							
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9800	GRC/PROJ/JOB No RANGE		Amount				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount				
Project Name				Estimated Payment Total by Fiscal Year							
Use of Weapons Firing Range and Live Fire House 2012-14				FY	Amount	I/D	FY	Amount	I/D		
Contract Type 1											

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, through its San Bernardino County Sheriff's Department, hereinafter called the COUNTY, and

Name City of Montclair hereinafter called CONTRACTOR

Address Montclair Police Department
4870 Arrow Highway

Montclair, CA 91763-1211

Telephone (909) 448-3600 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

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

WITNESSETH

WHEREAS, the COUNTY operates a Weapons Firing Range and a Live Fire House (LFH) located at the Frank Bland Regional Training Center; **AND**

WHEREAS, the CONTRACTOR desires to enter into a contract for the use of said Firing Range for the purpose of firearms training or periodic chemical agent (tear gas) training and/or periodic firearms qualification shoots and of said Live Fire House for the purpose of firearms training;

NOW, THEREFORE, the parties agree as follows:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

I. SCOPE OF SERVICES

- A. CONTRACTOR shall make use of the Weapons Firing Range and the Live Fire House at approximately quarterly intervals during each contractual year. CONTRACTOR shall be provided access to the Range as many times as required to ensure that all CONTRACTOR's law enforcement personnel and/or students have successfully completed qualifying shoots and/or training sessions. Use of the Weapons Firing Range and the Live Fire House shall take place during normal range operating hours, at times and dates specified by the Sheriff's Range Master and/or Range Safety Officer. Available Range facilities shall include, but are not limited to, the following: pistol range, rifle range, and classroom facilities.
- B. CONTRACTOR shall coordinate with a designated COUNTY Range Safety Officer regarding the proper use of the Range and Live Fire House facilities. CONTRACTOR shall ensure that all CONTRACTOR's personnel and students utilizing the Range or Live Fire House are knowledgeable with regard to the proper use of Range and/or Live Fire House facilities.
- C. Use of the Live Fire House must be approved by the Sheriff's Range Master or designee to assure proper training and qualification and is limited to use by SWAT teams.
- D. Instructors must consult with the Sheriff's Range Safety Officer for an update of Live Fire House procedures if a 12 month period of non-use has occurred.
- E. The CONTRACTOR shall supply, at no cost to the COUNTY, a qualified Range Master, who has successfully completed a California Peace Officer Standards of Training (P.O.S.T.) approved (or equivalent) firearms instructor course, who shall personally supervise and control the course of training of CONTRACTOR's personnel and students at the Range and Live Fire House, subject to oversight and approval of the Sheriff's Range Master and Range Safety Officer. CONTRACTOR shall always have at least two safety persons (approved by Sheriff's Department) per scenario on site at the LFH during any training activity. Depending upon the nature of the training activity, Sheriff's Range Master or Range Safety Officers or equivalent Range/Live Fire House personnel may take direct control of the course of training of CONTRACTOR's personnel and students with the assistance of CONTRACTOR's Range Master.
 - 1. All participants shall conduct themselves in accordance with Range Rules and Regulations, as detailed in Exhibit A and with Live Fire House Regulations and Safety Rules, as detailed in Exhibit B, attached hereto and incorporated herein by reference.
 - 2. Violations of Range rules and regulations may result in immediate termination of CONTRACTOR's Range and Live Fire House privileges.
- F. The CONTRACTOR shall limit the use of COUNTY's range and Live Fire House facilities to those personnel and students currently employed or enrolled with CONTRACTOR at the time the Range or Live Fire House is used.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

- G. CONTRACTOR shall supply and bear the cost of all necessary supplies or equipment, necessary for shoots or training, above those detailed in the Schedule A attached hereto and incorporated herein by reference. CONTRACTOR shall supply all necessary ammunition and weapons. All expended shell casings shall become the sole property of the COUNTY.
- H. CONTRACTOR shall submit a course of fire to the Sheriff's Range Master or Range Safety Officer prior to CONTRACTOR's initial use of the range or Live Fire House facilities. CONTRACTOR shall submit a new course of fire prior to making any change in use of the range or Live Fire House facilities. CONTRACTOR shall also supply copies of all related certifications of all instructors/safety officers.
- I. CONTRACTOR shall supply the Range Master or Range Safety Officer with contact information for a lead instructor/Range Master.

II. CONSIDERATION

- A. CONTRACTOR shall compensate the COUNTY at the rates detailed in the Schedule B attached hereto and incorporated herein by reference, per agency, based upon the actual number of hours per session. Sessions up to four hours will be considered a half day session. Sessions more than four hours will be considered a whole day session.
- B. Subject to availability, use of a classroom in conjunction with any training session will be provided at no additional cost.
- C. Each CONTRACTOR Agency is responsible for session charges. If multiple agencies train together, the charges cannot be combined and will be separately billed.
- D. CONTRACTOR shall be billed in arrears on a quarterly basis. CONTRACTOR will submit payment to the Sheriff's Department, Administrative Services Division for the costs billed.
- E. COUNTY shall have the right to renegotiate the rate for Range and Live Fire House and supplies provided under this contract at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed to in writing by both parties in the form of an amendment to this contract.
- F. It shall be the sole responsibility of the CONTRACTOR to ensure that all shooters arrive for all shoots and/or training sessions. CONTRACTOR is required to submit a roster of individuals in attendance at Training Center.

III. TERM AND TERMINATION

The term of this contract shall be for a period commencing upon its execution by the San Bernardino County Board of Supervisors and ending on June 30, 2014. Notwithstanding the foregoing, this contract may be terminated at any time with or without cause by CONTRACTOR or by SHERIFF upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

IV. NOTICES

Any and all notices required to be given hereunder shall be given in writing by registered or certified mail, postage prepaid. The addresses of the parties hereto until further notice are as follows:

CONTRACTOR: City of Montclair
Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763

SHERIFF: San Bernardino County Sheriff's Department
Administrative Services Division/Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

V. INSURANCE

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.

- A. For CONTRACTORS which are considered self-insured public entities: Both CONTRACTOR and COUNTY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. CONTRACTOR and COUNTY warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.
- B. For CONTRACTORS which are not considered self-insured public entities: Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:
 - 1. Workers' Compensation/Employer 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.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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

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

2. Additional Insured – All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named 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 COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights – CONTRACTOR shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against the COUNTY.

4. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

5. Severability of Interests – The CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the CONTRACTOR and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

6. Proof of Coverage – CONTRACTOR shall furnish Certificates of Insurance to the Sheriff's Department to the address referenced in Paragraph IV. or third-party contractor working on behalf of the COUNTY, 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 the contract, the CONTRACTOR shall

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the polices 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 COUNTY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the COUNTY will be promptly reimbursed by the CONTRACTOR or COUNTY payments to the CONTRACTOR will be reduced to pay for COUNTY purchased insurance.
10. 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 five million dollars (\$5,000,000), per occurrence. The policy coverage shall include:
 - (a) Premises operations and mobile equipment.
 - (b) Products and completed operations
 - (c) Broad form property damage (including completed operations).
 - (d) Explosion, collapse and underground hazards.
 - (e) Personal injury.
 - (f) Contractual liability.
11. 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 one million dollars (\$1,000,000) 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.

12. 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

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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.

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

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

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

VI. INDEMNIFICATION

- A. The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from CONTRACTOR’S negligent acts, errors, or omissions and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.
- B. The COUNTY agrees to indemnify, defend, and hold harmless the CONTRACTOR and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from COUNTY’S negligent acts, errors, or omissions and for any costs or expenses incurred by the CONTRACTOR on account of any claim therefore, except where such indemnification is prohibited by law.
- C. In the event that the CONTRACTOR and/or the COUNTY are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, the COUNTY and/or the CONTRACTOR shall indemnify the other to the extent of its comparative fault.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

VII. AUTHORITY

The San Bernardino County Sheriff-Coroner or his authorized designee shall have the authority to exercise the rights under this contract including the right to give notice of termination of the contract at his sole discretion.

VIII. FULL UNDERSTANDING

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

COUNTY OF SAN BERNARDINO

By _____
Josie Gonzales, Chair, Board of Supervisors

Dated: _____

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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

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

By _____
(Authorized signature - sign in blue ink)

Name Paul M. Eaton
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: 5.22.12

Montclair Police Department
Address 4870 Arrow Highway
Montclair, CA 91763-1211

Approved as to Legal Form
By [Signature]
County Counsel, by Steven Singley, Deputy
Date 4/30/12

Reviewed by Contract Compliance
By _____
Date _____

Presented to BOS for Signature
By _____
Department Head
Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SCHEDULE A

SUPPLIES AND SERVICES PROVIDED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT FOR USE OF THE RANGE FACILITIES:

1. Target backing.
2. Target frames (stands).
3. Gun cleaning supplies and a designated area for gun cleaning.

ADDITIONAL INFORMATION:

- **CONTRACTOR will provide targets (serviceable steel only), staple guns and staples.**
- **Inmate assistance for range set up and target maintenance is available on a limited basis and is not guaranteed.**
- **Nighttime use of the range facilities is available on a limited basis and must be approved by the Sheriff's Range Master or Range Safety Officer.**

SCHEDULE B

COST SCHEDULE

Charges for Range Use

FACILITY	HALF DAY (UP TO FOUR HOURS/DAY)	FULL DAY (MORE THAN FOUR HOURS/DAY)
Range	\$100	\$200
Mat Room	\$100	\$200
RAC House/Simmunition House	\$100	\$200
Gas House	\$100	\$200
Live Fire House	\$425	\$425

EXHIBIT A

NOTICE

RANGE SAFETY ADVISORY

THE FOLLOWING SAFETY PROCEDURES WILL BE STRICTLY ENFORCED:

1. Upon arrival, all weapons are to remain holstered until instructed to report to the firing line and given commands for the course of fire.
2. All shooters must wear proper ear and eye protection as approved by the Range Safety Officer.
3. Weapons are to be loaded or down loaded at the firing line or as otherwise instructed by the Range Safety Officer.
4. Only magazines and speed loaders may be down loaded and replaced with live ammunition in the staging area.
5. After completing your course of fire, weapons are to be re-holstered upon leaving the firing line.
6. Weapons may be un-holstered in the cleaning room and rendered safe for cleaning by using the bullet containment system located in the cleaning room.
7. A duty round may only be re-chambered at the firing line or by using the bullet containment system located in the cleaning room.
8. Violation of any safety rule will result in removal of the violator from the Range. Flagrant safety violations could lead to suspension of future range privileges to the violator and/or the agency or organization the violator represents.

IF THERE ARE ANY QUESTIONS, PLEASE CONSULT THE RANGE SAFETY OFFICER OR RANGE MASTER

EXHIBIT B
San Bernardino Sheriff's Department
Live Fire House Regulations and Safety Rules

1. Approval for use of the Live Fire House must be made by the Range Safety Officer or the Range Master; authorized firearms instructors must be present during use; the primary (lead) instructor is responsible for the safe operation and maintenance of the Live Fire House; all training, presentation, or demonstrations, whether live fire or not, will be under the direct supervision of an instructor; the primary instructor will ensure that all participants involved in live fire training are qualified to do so; all instructors must have satisfactorily completed a "Live Fire House Operations-Instructor Development Course", as offered by either San Bernardino County Sheriff's Department (or equivalent subject to the approval of the Sheriff's Range Master); the primary instructor will ensure that all participants involved in Live Fire House training receive a safety briefing that includes basic firearms safety, and the safe operating procedures for the Live Fire House; all loading and unloading of weapons will be under the direct supervision of a firearms instructor; the primary instructor will ensure that the following safety equipment is on-hand prior to "Live Firearms Training", these include, first aid trauma kit, radio or other form of communication, that fire extinguishers are present and charged, and the approach gate to the LFH remains clear of obstruction at all times.
2. Under most circumstances, the student to authorized instructor ratio will not exceed 3 to 1; body armor, eye and hearing protection must be worn by everyone who enters the Live Fire House; prior to live fire exercises, all rooms will be checked to ensure that no personnel are present; firearm instructors will ensure that targets are placed so that, when engaged, rounds will hit the proper backstop and rounds will not exit the building; authorized/approved frangible ammunition shall only be used, if your ammunition is not on the approved list a test must be conducted by the Range Safety Officer to verify that the ammunition is appropriate for the facility; no metal targets will be allowed; instructors shall review all targets and angles of deflections before beginning live fire; if during any training a safety whistle is blown or a command that is designated as a "Cease Fire" command is made, shooter shall freeze their movement, place trigger fingers outside of trigger guards, depress the weapons muzzles, repeat "Cease Fire" and wait for further commands from the instructor; students are required to follow the direction of the instructors and the safe operating procedures at all times, failure to do so is just cause for removal from training, all observers are required to follow the safety rules established for the Live Fire House at all times, failure to comply with these safety rules is just cause for removal from the Live Fire Facility; instructors shall ensure that no shots impact any containment wall closer than 18" from its upper edge; instructors shall monitor students to ensure that firing positions are not taken that may endanger other students or may allow fired round(s) from escaping the containment area.
3. The red range flag must be posted prior to use; at the conclusion of the training session the building shall be checked for damage, fire and then secured; all damage not consistent with normal wear must be repaired, replaced and reported.
4. The entrance gates to the Live Fire House will be closed during all live fire exercises, with entry being approved only by the primary safety officer; no unauthorized persons shall be present in or around the Live Fire House without checking in with the safety officer and having his or her consent to be present; any injuries must be immediately reported to the Range Safety Officer or Range Master; a post operation inspection of the Live Fire House facility will be made by the primary instructor to insure the following: all weapons, ammunition, diversionary devices, body armor, and other equipment used during the training period are accounted for, that brass has been collected and that all other debris within the Live Fire House has been removed, that no student(s) has sustained any injuries during training, that no damage has been caused by the training; account for all personnel who used the Live Fire House.
5. All agencies seeking to use the Live Fire House must have a current contract with the County of San Bernardino for such use, and insurance document, on file; curriculum of exercises that are to be conducted in the Live Fire House must be submitted in advance to the Range Safety Officer for his/her approval; specific safety policies and procedures of the San Bernardino County Sheriff's Department must be followed at all times; firearms shall not be handled by persons with a blood alcohol content in excess of .00% by weight or under the influence of drugs or medication that would impair their motor skills, judgment, or balance; and no chemical agents may be used in the Live Fire House.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-33 BETWEEN THE CITY OF
MONTCLAIR AND CINTAS CORPORA-
TION FOR SUPPLY AND MAINTENANCE
OF PUBLIC WORKS DEPARTMENT
EMPLOYEE UNIFORMS

DATE: May 21, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: PUB050
DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-33 with Cintas Corporation to provide uniforms for maintenance personnel in the Public Works Department. A copy of proposed Agreement No. 12-33 is attached for the City Council's review and consideration.

BACKGROUND: For the past six years, the City of Montclair has been doing business with a uniform company that over the past few years has provided substandard service including not making repairs requested by personnel, not supplying sufficient uniforms, and for incorrect billing. To resolve these problems, Public Works staff sought bids from other uniform vendors. Staff has interviewed and received quotes from several uniform companies, and Cintas Corporation appears to meet all of the City's uniform needs. The Public Works Department provides uniforms to 26 employees. Cintas Corporation would be responsible for supplying nine uniform changes per employee; providing clean uniforms weekly; making uniform repairs as needed; replacing unrepairable uniforms; and supplying mechanic's shop towels, janitorial cleaning towels, fender covers, floor mats, and dust mop heads.

The term of proposed Agreement No. 12-33 would be for five years beginning in June 2012 and could be terminated by the City at any time for nonperformance provided 30 days' written notice is given to the company to allow corrections to be made.

FISCAL IMPACT: No fiscal impact is expected for the remainder of the Fiscal Year 2011-12 Budget, as sufficient funds are available in the Public Works Department budget. The current annual budget for uniforms with the present company is \$10,613. The proposed annual cost for uniforms from Cintas Corporation would be \$11,272. However, it is anticipated that in changing vendors, staff would no longer have to spend an inordinate amount of time counting uniforms, checking to make sure repairs have been made, and correcting overcharges on weekly billings. During the next few years, the fiscal impact would be minimal based on the current uniform budget as several employees have left the organization and several positions are vacant at this time.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-33 between the City of Montclair and Cintas Corporation for supply and maintenance of Public Works Department employee uniforms.

Prepared by:

M. McGhee
Yvonne L. Smith

Reviewed and
Approved by:

M. STARRS

Proofed by:

Presented by:

[Signature]

**AN AGREEMENT BY AND BETWEEN THE CITY OF
MONTCLAIR AND CINTAS CORPORATION FOR
THE SUPPLY AND MAINTENANCE OF UNIFORMS
FOR THE PUBLIC WORKS DEPARTMENT**

THIS AGREEMENT made and entered into this 1st day of June, 2012, by and between the **City of Montclair**, a Municipal Corporation, County of San Bernardino, State of California, hereinafter referred to as "**CITY**," and **Cintas Corporation**, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

SECTION I

The **CONTRACTOR**, in consideration of the promises of the **CITY** hereinafter set forth, hereby agrees to furnish all tools, equipment, materials, labor, and transportation necessary to perform and complete the terms of this Agreement and to faithfully perform and maintain in a good and workmanlike manner the maintenance services on the area as set forth and listed in this Agreement.

SECTION II

This Agreement is for a period of five (5) years, from the date herein above set forth renewable annually and may be extended up to an additional five (5) years beginning on the first day of July, 2017 and terminating on the 30th day of June, 2022 after termination of the original agreement date with the consent of the **CITY** and the **CONTRACTOR**, 2016-17 shall be considered the fifth (5th) renewal year of the original agreement, subject to the right of either party to cancel without cause by giving a minimum of thirty (30) days' written notice to the other of such cancellation.

SECTION III

All uniforms supplies and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner for the total weekly sum of \$215.32, with payments to be made net 30 from the date of each invoice during the term of this agreement, which will be paid the **CONTRACTOR** for all work and services to be performed pursuant to this Agreement.

SECTION IV

The **CONTRACTOR** shall defend, indemnify, and save harmless the **CITY**, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by the **CONTRACTOR** of any and all legal costs and attorney's fees, in any manner arising out of any negligent or intentional or willful acts or omissions of the **CONTRACTOR** or any of its agents, servants, employees, or licensees in the performance of this Agreement including, but not limited to, all consequential damages to the maximum extent permitted by law.

SECTION V

The CONTRACTOR shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to the CITY nor shall the CONTRACTOR allow any employee to commence work on the maintenance services subject to this Agreement until all insurance required has been obtained. The CONTRACTOR shall take out and maintain, at all times during the term of this Agreement, the policies of insurance as set forth hereinafter.

SECTION VI

Workers' Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish the CITY a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein in accordance with the State of California.

In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. The CONTRACTOR shall, prior to commencing work, sign and file with the CITY a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance with the provisions of the Code; and I will comply with such provisions before commencing the performance of the work of this Agreement.

SECTION VII

Throughout the term of this Agreement, at the CONTRACTOR'S sole cost and expense, the CONTRACTOR shall keep, or cause to be kept, in full force and effect for the mutual benefit of the CITY and the CONTRACTOR comprehensive, broad form, general public liability, and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from the CONTRACTOR'S activities, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person and Three Million Dollars (\$3,000,000) for any one accident or occurrence and at least One Million Dollars (\$1,000,000) for property damage.

SECTION VIII

All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and policies required under Section VIII shall name, as additional insured, the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured, and all subcontractors waive the right of subrogation against the CITY, its elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by the CITY; and (3) they cannot be canceled or materially changed except after (30) days' written notice by the insurer to the CITY by certified mail. The CONTRACTOR shall furnish the CITY with copies of all such policies promptly upon receipt of them or with a certificate evidencing the insurance. The CONTRACTOR may effect for its own account insurance not required under this Agreement.

SECTION IX

The CONTRACTOR shall, before any work begins, obtain and maintain the following: City of Montclair Business License.

SECTION X

The Public Works Superintendent or the Facilities and Grounds Superintendent, shall approve all uniforms provided by the CONTRACTOR before they are issued and during the term of this agreement. If during the term of this Agreement the uniforms provided are not satisfactory, the Public Works Superintendent or the Facilities and Grounds Superintendent shall notify the CONTRACTOR in writing thereby placing the contractor on notice giving the CONTRACTOR 30 days to correct any deficiencies. If all deficiencies are not corrected within the 30 days the CITY reserves the right to cancel this Agreement without penalty.

SECTION XI

SPECIFIC

A. Drop Off Locations

There will two uniform drop off locations and the operational hours of these facilities are listed below:

- City Yard, 10835 Monte Vista Ave., Montclair, Ca. 91763
Monday thru Thursday - 7 AM to 5 PM
- City Hall, 5111 Benito St., Montclair, Ca. 91763
Monday thru Thursday – 7 AM to 6 PM

B. Uniform Quantities, Styles and Other Items Supplied by Cintas Corporation

- Cintas High Visibility Shirts-Class 2 (Quantity 126)
- Cintas Work Pants (Quantity 207)
- Cintas Comfort Shirts (Quantity 36)
- Cintas Cargo Pants (Quantity 13)
- Cintas High Comfort Polo (Quantity 65)
- Cintas Cargo Work Shorts (Quantity 7)
- Cintas Oxford Shirt (Quantity 9)
- 3x5 Door Mats (Quantity 1)
- Mechanics Shop Towels (Quantity 50)
- Terry Cleaning Towels (Quantity 100)
- Mechanics Fender Covers (Quantity 6)
- Dust Mop Heads (Quantity 2)

C. City Recognized Holidays

Should a delivery day fall on any City recognized holiday, listed below, or Company recognized holiday delivery shall take place on either the day prior to or the day after the holiday

- New Years Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Years Eve

SECTION XII

MISCELLANEOUS PROVISIONS

- A. Assignment.** No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by the CONTRACTOR without the written consent of the CITY.
- B. Independent Contractor.** The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose whatsoever to be employees of the CITY.
- C. Compliance With Laws.** The CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
- D. Discrimination.** The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State, and Federal laws related to equal employment opportunity rights.
- E. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. Attorney's Fees.** In the event that any legal proceeding is instituted to enforce any term or provisions of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount to be determined by the court to be reasonable.
- G. Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any other party that is not embodied herein nor any other agreement, statement, or promise not contained in this

Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing, signed by all parties.

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

Contractor:

CINTAS CORPORATION

(Name, Title)

Date

City:

CITY OF MONTCLAIR

Paul M. Eaton
Mayor

Date

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Date



New: X Renewal _____

Location No: 150

Date: 3/21/2012

SPECIALTY APPAREL RENTAL SERVICE AGREEMENT

Customer: City of Montclair
10835 Monte Vista Ave

Phone: (909) 625 9465
Fax:

UNIFORM SERVICES PRODUCTS PRICING:

Item #	Description	Non-Standard (Buy Back) item		Unit Price
		Yes	NO	
	Cintas High Visibility Shirt			.71
299	Cintas High Comfort Polo			.30
374	Cintas Oxford			.32
270	Cintas Cargo Pant			.36
945	Cintas Comfort Work Pant			.26
935	Cintas Comfort Work Shirt			.20

This agreement is effective as of the date of execution for a term of 60 months from date of installation.

The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.

- Name Emblem \$ 1.25 ea Company Emblem \$ 2.50 ea
 - Custom Emblem \$ N/A ea Embroidery \$ _____ ea
 - COD Terms \$ N/A per week charge for prior service (if Amount Due is Carried to Following Week)
 - Credit Terms – Charge Payments due 10 Days After End of Month
 - Automatic Lost Replacement Charge: Item _____ N/A % of Inventory _____ N/A \$ _____ N/A Ea.
 - Automatic Lost Replacement Charge: Item _____ N/A % of Inventory _____ N/A \$ _____ N/A Ea.
 - Minimum Charge \$ 125.00 per delivery. (75% of the greater of the average of the first 4 weeks of invoicing or most recent 4 weeks of invoicing)
 - Make-Up charge \$ 1.00 per garment.
 - Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.00 per garment for coveralls/jackets per week and premium \$ _____ per garment for shirts/pants per week.
 - Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop towel container \$ N/A per week.
 - Artwork Charge for LogoMat \$ N/A
 - Uniform Storage Lockers: \$ N/A ea/week, Laundry Lock-up: \$ N/A ea/week Shipping: \$ N/A
 - Service Charge \$ 5.00 per delivery.
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ N/A per garment will be assessed for employees size changed within 4 weeks of installation.
- Other: Emblems and Prep Waived on Install

FACILITY SERVICES PRODUCTS PRICING:

BUNDLE*	Item #	Description	Rental Freq.	Unit Price	Discount
	84335	3x5 Mat	W	2.00	
	2160	Shop Towels	W	.08	
	2700	Terry Towels	W	.15	
	2190	Fender Covers	W	.65	
	2570	Dust Mop	W	1.05	
	3030	Laundry Bag	W	0.00	

COMPANY
CINTAS CORPORATION

CUSTOMER
City of Montclair

SIGN: _____

SIGN: _____

PRINT: _____

PRINT: Paul M. Eaton

TITLE: _____

TITLE: Mayor

DATE: _____

76

DATE: 5.22.12

GM: _____



SPECIALTY APPAREL RENTAL SERVICE AGREEMENT

2. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

3. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value.

4. Customer agrees to notify Company, in writing of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

5. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any special products (i.e., logo mats, non-standard garments, non-standard facility services products, etc.) must be purchased by the customer if service is stopped for any reason. If items are lost or damaged by any means other than normal wear and tear, Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated on page 1 of this agreement.

6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should customer discontinue bundling, pricing may be increased to the non-discounted price. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) either percent 18% or (b) the maximum rate permitted by applicable law.

6. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement or resulting from Customer's or its employee's use of the garments. Further, customer releases Company from any and all liability that results or may result from the use of the garments.

7. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent in writing and receipt confirms to Company's General Manager.

If Company then fails to resolve any material complaint within 30 days, Customer may terminate this agreement, without penalty, provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.

8. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under both the laws of the state where Customer is located and applicable federal laws providing for the enforcement of agreements to arbitrate disputes. Arbitration shall be administered by a single arbitrator selected by agreement of the parties. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located.

9. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.

10. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended by a written document executed by all parties.

11. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.

12. For flame resistant garments, Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty, or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death.

13. For high visibility garments, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

14. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof this agreement, and subject to all of its provisions. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reasons other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION OF A \$15,300 APPROPRIATION FROM THE PARK DEVELOPMENT FUND FOR IMPROVEMENTS TO THE MONTCLAIR SENIOR CENTER FENCING MODIFICATION PROJECT	DATE: May 21, 2012
CONSIDER AWARD OF CONTRACT TO DAN LYMAN CONSTRUCTION, INC., IN THE AMOUNT OF \$12,724.56	SECTION: AGREEMENTS
CONSIDER APPROVAL OF AGREEMENT NO. 12-34 WITH DAN LYMAN CONSTRUCTION, INC., FOR CONSTRUCTION OF THE SENIOR CENTER FENCING MODIFICATION PROJECT	ITEM NO.: 5
CONSIDER AUTHORIZATION OF A \$2,500 CONSTRUCTION CONTINGENCY	FILE I.D.: CVC450
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider award of a contract to Dan Lyman Construction, Inc., for the Senior Center Fencing Modification Project.

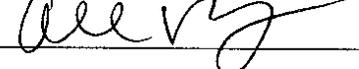
A copy of proposed Agreement No. 12-34 with Dan Lyman Construction, Inc., is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Senior Center has been opened for a little over a year and a half and, since its opening, has been plagued with a trespassing issue during nonoperating hours. Recently, there has been an increase in both trespassing and vandalism in the courtyard and rear patio areas. Trespassers and vandals are entering the secured areas by climbing over and under fences. Vandals have damaged several of the water fountains and the two barbeque units as well as painting graffiti on walls and other surfaces.

To try to reduce the amount of trespassing and graffiti, the City has obtained proposals from two contractors to modify the existing fencing. The modifications include taller fencing and shepherd's crooks along with self closers on the gates. On April 7, 2012, the following bids were received:

Dan Lyman Construction, Inc.	\$12,724.56
Landmark Fencing	\$29,202.00

The low proposal was submitted by Dan Lyman Construction, Inc., a contractor that has previously worked with the City and understands the work required of the City.

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

FISCAL IMPACT: Without the expenditure of these funds for additional security improvements, it is likely the City will continue to have trespassing and vandalism issues at the Senior Center.

RECOMMENDATION: Staff recommends the City Council take the following actions related to the Senior Center Fencing Modification Project:

1. Authorize a \$15,300 appropriation from the Park Development Fund for project improvements.
2. Award a contract to Dan Lyman Construction, Inc., in the amount of \$12,724.56.
3. Approve Agreement No. 12-34 with Dan Lyman Construction, Inc.
4. Authorize a \$2,500 construction contingency.

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **Dan Lyman Construction, Inc.**, hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

- (i) Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

SENIOR CENTER FENCING MODIFICATIONS

"PROJECT" hereinafter.

B. Resolution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.
3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

4. **INSURANCE:** The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. **Compensation Insurance:** Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of § 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the Labor Code which require every employer to be insured against liability for Workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability – Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability – Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective – Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective – Property Damage \$500,000 each accident; \$1,000,000 aggregate.
- (5) Automobile – Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (6) Automobile – Property Damage \$500,000 each accident.

c. The policy of insurance provided for in subparagraph (a) shall contain an endorsement which:

- (1) Waives all right of subrogation against all persons and entities specified in subparagraph (4)(d)(2) hereof to be listed as additional insureds in the policy of insurance provided for in subparagraph (b) by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein.
- (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by certified mail.

- d. Each such policy of insurance provided for in subparagraph (b) shall:
- (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California.
 - (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy.
 - (4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
 - (5) Otherwise be in form satisfactory to CITY.
- e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in subparagraphs (a) and (b) hereof or present an endorsement of the insurance company showing the issuance of such insurance and the additional insureds and other provisions required herein.

5. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance. The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or

award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.

- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

6. **NONDISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

7. **INELIGIBLE SUBCONTRACTORS:** The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

8. **CONTRACT PRICE AND PAYMENT:** CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **May 7, 2012**.

9. **ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR:

CITY:

DAN LYMAN CONSTRUCTION, INC.
4330 Golden Avenue
San Bernardino, CA 92404

CITY OF MONTCLAIR, CALIFORNIA

By: _____
Name

Paul M. Eaton
Mayor

Title

ATTEST:

By: _____
Name

Yvonne L. Smith
Deputy City Clerk

Title

DAN LYMAN CONSTRUCTION, INC

Lic # 837053
 4330 Golden Ave.
 San Bernardino CA, 92404
 951-906-4895

Estimate

Date	Estimate #
5/7/2012	2246

Name / Address
City of Montclair ATTN Accounts payable P.O. Box 2308 Montclair, CA 91763

Project

Description	Qty	Cost	Total
Aprox 80" of ornamental iron fence with shepherd hook pickets 48" + - tall to increase the height of the existing fence 1ea In fill under fence in areas were the gaps are large enough to crawl under 1ea Paint and touch up of black paint 4ea Gate re-swing, remove existing hinges and reinstall new HD ball bearing hinges 4ea Remove existing lock box and replace wit 2" x 8" .125 wall lock boxes prepped for panic hardware 4ea Installation of LCN closers and Panic Hardware	1	8,315.00	8,315.00
Hinges Stanley BB852 50x60 Prime weld on	12	239.81	2,877.72
Closers XP4040 EDA Alum	4	300.06	1,200.24
Drop Plates 4040-18-PA Alum	4	39.50	158.00
Transom shoe 4040-419 Alum	4	43.40	173.60
Job Info City of Montclair Senior Center			
Excluding ADA door pressure			
		Total	\$12,724.56

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION OF A \$6,500 APPROPRIATION FROM THE CONTINGENCY FUND FOR PREPARATION OF A FUEL TANK SPILL PREVENTION CONTROL AND COUNTER-MEASURE PLAN FOR THE MONTCLAIR POLICE DEPARTMENT

CONSIDER APPROVAL OF AGREEMENT NO. 12-35 WITH GASOLINE RETAIL FACILITIES CONSULTING, INC., FOR PREPARATION OF A FUEL TANK SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN FOR AN AMOUNT NOT TO EXCEED \$4,000

CONSIDER AUTHORIZATION OF THE CITY MANAGER TO AMEND THE AGREEMENT SCOPE OF SERVICES AS MAY BE NECESSARY FOR A TOTAL INCREASE NOT TO EXCEED \$2,500

DATE: May 21, 2012

SECTION: AGREEMENTS

ITEM NO.: 6

FILE I.D.: PDT765

DEPT.: PUBLIC WORKS

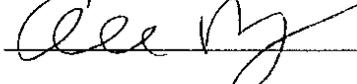
REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-35 with Gasoline Retail Facilities Consulting, Inc., for preparation of a fuel tank spill prevention control and countermeasure (SPCC) Plan for the Montclair Police Department.

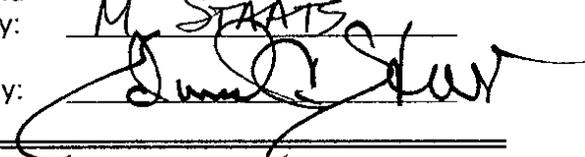
A copy of proposed Agreement No. 12-35 is attached for the City Council's review and consideration.

BACKGROUND: As part of ongoing environmental requirements surrounding fueling facilities, the Montclair Police Department fueling facility is subject to compliance with both United States Environmental Protective Agency (US EPA) requirements as well as California Health and Safety Code Section 25270.

The US EPA has implemented Oil Pollution Prevention requirements under 40 CFR Part 112, affecting, among other things, navigable waters. As defined in 40 CFR Part 112, "Oil" means oil of any kind or in any form including, but not limited to, petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil. The term "Navigable Waters" means all navigable waters of the United States as defined in Section 502(7) of the Federal Water Pollution Control Act (FWPCA) and includes all navigable waters of the United States, as defined in judicial decisions prior to passage of the 1972 amendments to the FWPCA, and tributaries of such waters including private and public properties draining to streets, which in turn drain to these navigable waters.

Spill prevention and containment is an important feature of any facility storing or dispensing fuels and/or oils; and a fuel tank SPCC Plan is, therefore, a requirement. Health and

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

Safety Code Section 25270 and 40 CFR Part 112.4 both address reporting requirements in the event of spills or discharges. After review of the SPCC Plan and the submitted report, the US EPA Regional Administrator may require the Owner/Operator of the facility to amend the SPCC Plan.

For the recent aboveground fueling facilities at the Montclair City Yard, a consultant prepared plans and specifications for the project. As part of this project, the consultant, Gasoline Retail Facilities Consulting, Inc. (GRFC), prepared an SPCC Plan. No such plan was prepared for the Police Department facility constructed four years ago. To be in compliance with both state and federal law, an SPCC plan is required for the Police facility. A proposal for preparing such a plan was requested from GRFC. The plan may require the construction of additional spill-containment facilities, but that will not be known until the plan has been prepared and accepted by the City.

FISCAL IMPACT: Engineering and design fees for preparation of the SPCC Plan were negotiated on a time and materials contract not to exceed a total of \$4,000. Funding for the project is through the Contingency Fund.

RECOMMENDATION: Staff recommends the City Council take the following actions related to a fuel tank SPCC Plan for the Montclair Police Department:

1. Authorize a \$6,500 appropriation from the Contingency Fund for preparation of the plan.
2. Approve Agreement No. 12-35 with Gasoline Retail Facilities Consulting, Inc., for preparation of the plan for an amount not to exceed \$4,000.
3. Authorize the City Manager to amend the Agreement Scope of Services as may be necessary for a total increase not to exceed \$2,500.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

PREPARATION OF POLICE DEPARTMENT SPCC

THIS AGREEMENT is made and effective as of May 29, 2012, between the City of Montclair, a municipal corporation ("City") and Gasoline Retail Facilities Consulting, Inc. a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the 29th day of May, 2012, and shall remain and continue in effect for a period of 6 months until tasks described herein are completed, but in no event later than November 29, 2012 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

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

\$ 4,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Fifteen Thousand Dollars (\$15,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

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

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

10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

Commercial general liability at least as broad as ISO CG 0001 (per occurrence) (general aggregate)	\$1,000,000 \$2,000,000
Commercial auto liability at least as broad as ISO CA 0001 (per accident)	\$1,000,000
Professional Liability (per claim and aggregate)	\$1,000,000
Worker's compensation	Statutory

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(h) General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City by certified mail. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the

award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

To City: Mr. Michael C. Hudson
City Engineer
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: Andy Paszterko
Gasoline Retail Facilities Consulting, Inc.
2055 North Alvarado Street
Los Angeles, CA. 90039

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit "B" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. CONFIDENTIALITY

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

23. DISCRIMINATION

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR

By: _____
Edward C. Starr, City Manager

Attest:

By: _____
Yvonne L. Smith, Deputy City Clerk

CONSULTANT

By: _____
(name/title)

By: _____
(name/title)



Gasoline
Retail
Facilities
Consulting

2055 NORTH ALVARADO STREET
LOS ANGELES, CALIFORNIA 90039
PHONE: 323.665.0844
FAX: 323.661.0723
www.gazretail.com

PROPOSAL

date: 05/07/12

GRFC#3922.4

CLIENT:

City of Montclair
Attn: Steve Stanton
5111 Benito Street
Montclair, CA 91763
ph: 909.625.9444
fax: 909.621.1584
sstanton@ci.montclair.ca.us

ARCHITECT:

Gasoline Retail Facilities Consulting,
(a California Corporation) attention
Andrew Paszterko, Architect
Lic.#C-12253

PROJECT NAME: Montclair Police Department Fleet Fueling Depot
and Stand-by Generator SPCC Plan

PROJECT NUMBER:

PROJECT ADDRESS: City of Montclair Police Department
4870 Arrow Hwy Montclair CA 91763

ASSESSOR'S PARCEL NUMBER:

OWNER: Client

THOMAS BROTHERS MAP COORDINATES: page 601 grid F4 S.B.County
Architect proposes to provide professional services, according
to terms and conditions as set forth below.

1 **TERMS OF REFERENCE:** Information for the preparation of this
Proposal was derived from the following sources: on-site
meeting with Client on 04/04/12

2 **ARCHITECT'S BASIC SCOPE OF SERVICES**

(1) Provide Spill Prevention, Control and Countermeasures
(SPCC) Plan prepared by and sealed and signed by CA Registered
Civil Engineer

(2) Review existing Police Department Fleet Fueling Depot
Facility and evaluate compliance with Fire Code, Storm Water
Management Best Management Practices, and recommend
corrections/upgrades if necessary. Provide plans and
Permits as necessary.

3 **CLIENT SHALL PROVIDE TO ARCHITECT**

- 3.1 Pertinent Site Plan and Floor Plans.
- 3.2 Business Emergency Plan, Emergency Response Plan

4 **ADDITIONAL SERVICES**

4.1 During the Contract Period, if requested by Client, Architect shall perform additional architectural/engineering services that are outside the scope of this Proposal. All additional services shall be subject to additional written authorization by Client and shall increase Architect's compensation by such amount as then shall be agreed upon by Client and Architect.

4.3 One way to compensate Architect for Additional Services is on a Time and Materials ("T&M") basis. Architect's Schedule of Rates is attached herewith as EXHIBIT A, and shall be made part of this Proposal.

5 COMPENSATION

Compensation for Architect's Basic Scope of Services shall be a lump sum fee of \$6,000.00

5.1 Itemized Price is as follow:

SPCC PLAN: 4,000.00

Review and provide corrections, Plans and Permits, for existing fuel storage and dispensing system: \$2,000.00

6 REIMBURSABLE EXPENSES

Reimbursable expenses include expenditures made by the Architect for the specific benefit of the Project, such as printing, postage, photo finish, etc. These shall be reimbursed to the Architect per EXHIBIT B.

Reimbursable expenses shall be itemized and invoiced to Client separately.

7 PAYMENT TERMS

Unless Client's Standard Contract stipulates otherwise the following payment terms are established for the purpose of the Project's cash flow requirements:

7.1 \$3,000.00 retainer due at acceptance of Proposal

7.2 Balance shall be due at completion of Work.

7.3 Architect shall invoice Client in accordance with above, and invoices shall be due and payable upon receipt. All invoices that are unpaid after 30 days shall accrue interest at the rate of 1.5% per month (18%APR).

7.4 An invoice that remains unpaid for 60 days shall constitute a material breach of this contract. Architect then, at his option, may stop work on Project. Restarting a project requires added time and cost in order to re-familiarize personnel with job and/or assign new personnel to job. Architect shall be reimbursed for such additional costs.

7.5 If work stops for 90 days or more for non-payment, Architect shall have no obligation to re-start his Work. Architect shall be entitled for payment for all work done, consistent with provisions in Paragraph 7 below.

8 TERMINATION

Architect works at the pleasure of Client. This agreement can be terminated without cause at any time by Client. Charges for work done by Architect before termination shall be invoiced and become due and payable.

9 LIMITATIONS

This proposal, as an offer, is valid for 30 days from Proposal Date above.

This Proposal is accepted, and an agreement is entered into between Client and Architect, based on this Proposal.

<u>Steve Stanton</u>	<u> </u>	<u>Andrew Paszterko</u>	<u> </u>
for Client	Date	GRFC	Date

EXHIBIT A

<u>GASOLINE RETAIL FACILITIES CONSULTING</u>	<u>Schedule of Rates</u>
2055 N. Alvarado St., LA, CA 90039	date:01/02/2012
phone: 323.665.0844	
fax: 323.661.0723	
andy@gazretail.com	

PROFESSIONAL PROFESSIONAL RATES

Principal Architect	\$150.00/hr
Architect Associate	95.00/hr
Civil Engineer	100.00/hr
CADD Designer	90.00/hr
Administrator	80.00/hr
Permit Expediter	80.00/hr

OUTSIDE PROFESSIONAL SERVICES (Sub-consultants performing services on a cost-plus basis)
 Cost x 1.15

EXHIBIT B

GASOLINE RETAIL FACILITIES CONSULTING Schedule of Expenses

2055 N. Alvarado St., LA, CA 90039 date:01/02/2012
phone: 323.665.0844
fax: 323.661.0723
andy@gazretail.com

EQUIPMENT

Plotting \$ 8.00/sht

MILEAGE

Car \$ 0.51/mile
Service Truck \$ 0.64/mile

REPRODUCTIONS (in-house)

Engineering copy, bond \$0.60/sq.ft
Letter/legal copy. \$0.10/page

REIMBURSABLE (for amounts paid to third parties by GRFC,
including government agencies and utilities, for the specific
benefit of the Project)

Cost x 1.15

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-36 WITH THE SAN BERNARDINO
COUNTY DEPARTMENT OF AGING AND
ADULT SERVICES TO PROVIDE A SENIOR
CITIZEN NUTRITION PROGRAM

DATE: May 21, 2012
SECTION: AGREEMENTS
ITEM NO.: 7
FILE I.D.: HSV105
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The San Bernardino County Department of Aging and Adult Services (DAAS) has presented a contract for the Senior Citizen Nutrition Program for City Council approval.

A copy of proposed Agreement No. 12-36 is attached for the City Council's review and consideration.

BACKGROUND: The San Bernardino County Department of Aging and Adult Services has awarded the City a contract to provide a Senior Citizen Nutrition Program for older adults aged 60 and over. The Fiscal Year 2012-13 grant amount of \$96,741 would be used for part-time salaries, consultant fees, training, consumable supplies, and catering services needed to operate the program. The City of Montclair is contracted to annually serve 17,494 meals and provide 251 days of service.

The term of proposed Agreement No. 12-36 is July 1, 2012, through June 30, 2013.

FISCAL IMPACT: Should Agreement No. 12-36 be approved, a grant in the amount of \$96,741 would be awarded to the City. These funds have been allocated to the City through Title III of the Older Americans Act.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-36 with the San Bernardino County Department of Aging and Adult Services to provide a Senior Citizen Nutrition Program.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Luster

Proofed by:

Christina Smedley

Presented by:

FOR COUNTY USE ONLY



County of San Bernardino

F A S

STANDARD CONTRACT

New		Vendor Code		Dept.		Contract Number			
X Change		CITYOFM731		SC		A			
Cancel						10-317 A-4			
County Department				Dept. Orgn.		Contractor's License No.			
Aging and Adult Services				OOA					
County Department Contract Representative				Telephone		Total Contract Amount			
Wendy Everett				(909)387-2917		\$295,607			
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		
		July 1, 2010		June 30, 2013		\$176,960	\$96,741		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
AAF	OOA	210	300	3357		\$84,954			
AAF	OOA	235	300	3357		\$11,548			
AAF	OOA	280	300	3357		\$239			
Project Name				Estimated Payment Total by Fiscal Year					
Elderly Nutrition Services Program				FY	Amount	I/D	FY	Amount	I/D
				12-13	\$96,741	I			

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

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

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 4

It is hereby agreed to amend Contract No. 10-317 as follows:

I. DEFINITIONS

Paragraph P is amended to read as follows:

- P. Equipment – Tangible personal property with a useful life of more than one year and an acquisition cost of \$500 or more per unit.

V. FISCAL PROVISIONS

Paragraph A is amended to read as follows:

- A. The maximum amount of funds available for payment under this Contract shall not exceed \$295,607 of which \$89,533 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor shall be in full payment for all

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Contractor's services and expenses incurred in the performance hereof, including travel and per diem. The amount is broken down as follows:

July 1, 2010 through June 30, 2011	\$ 94,010
July 1, 2010 through June 30, 2011 (One Time Only Funding)	\$ 1,401
July 1, 2011 through June 30, 2012	\$ 96,869
July 1, 2011 through June 30, 2012 (One Time Only Funding)	\$ 6,586
July 1, 2012 through June 30, 2013	\$ 96,741

Paragraph B is amended to read as follows:

- B. Contractor shall be compensated on a fee-for-service basis based on the following rate, as specified in Scope of Work (Attachment A):

Congregate Site: \$5.53 per meal, up to 17,494 meals

Paragraph M is amended to read as follows:

M. Matching contributions

1. The Contractor shall provide in-kind matching contributions of a minimum of \$8,664, which is the Title III portion of the Contract multiplied by 11.11%.
2. Allowable match shall be in compliance with the following requirements:
3. Matching in-kind contributions must be for allowable costs as determined by CDA PM. Allowable costs include but are not limited to rent, utilities, supplies, and volunteers.
4. To qualify as a matching in-kind contribution, indirect or Contractor allocated overhead expenses must be supported by a documented cost allocation plan.
5. Costs incurred by the Contractor or subcontractor must be verifiable from the records of the Contractor or subcontractor.
6. Non-Matching contributions are local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., Title V, overmatch, etc.).

Paragraph S is amended to read as follows:

S. Budget and Budget Revision

1. Contractor shall be compensated for expenses only as itemized in the approved budget that is incorporated by reference into this Agreement as Attachment B. The Contractor shall not be entitled to payment for expenses related to this Agreement until the budget has been reviewed and approved by County.
2. No budget revision may result in an increase of the maximum dollar amount stated in Section V, Paragraph A. The written request must specify the line item or Service Category changes requested, and must include justification for the request changes.

For the purpose of this section,

- a. "Service Category" shall be defined as that classification of activities defined in the Older Americans Act (OAA) that is specific to each OAA funded grant program; and
- b. "Service" shall be defined as the activities that are defined within a Service Category.

Auditor/Controller-Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Examples of Service Categories include Supportive Services, Congregate and Home-delivered Nutrition Services, Disease Prevention/Health Promotion Services, and Family Caregiver or Grandparent Support Services. Examples of Services include nutrition education, transportation, information assistance, senior center staffing, respite care, access assistance, and supplemental services.

County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

3. The Contract shall submit a budget revision to the County, in advance of expenditures when:
 - a. Changes to line item expenditures are expected to exceed the amount of the approved budgeted line item by more than ten (10%) of the amount specified in Section V, Paragraph A.
 - b. New budget line items are to be added.
 - c. When the changes being requested involved the transfer of funds between Service Category.
 - d. When the changes being requested involve the transfer of funds amount Services within a Service Category.
 - e. When otherwise requested by County.
4. The Contractor shall maintain a written record of all budget changes including line item or service category changes. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.
5. The final date to submit to a budget revision is March 30th of the contract period unless otherwise specified by the County.

VIII. TERM

This Contract is effective as of July 1, 2010, and is extended from its previous expiration of June 30, 2012, to expire on June 30, 2013, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

X. GENERAL PROVISIONS

Paragraph D, item 17 is amended to read as follows:

17. All property purchases require the following:
 - a. If purchase of equipment is to be reimbursed by DAAS, the equipment to be purchased must be specified in the budget previously submitted and approved by DAAS, or be specified in a revised budget that Contractor submits to DAAS for DAAS approval.
 - b. Contractor must seek bids from "multiple firms" in selecting a supplier of goods. "Multiple firms" means a minimum of three (3) separate and distinct business entities in competition to supply the same or similar good. When selecting a bid, Contractor must consider such factors as type of goods/supplies needed, cost, schedule, and availability.
 - c. "Request To Purchase Property/Equipment Form" (Attachment N) and "Property/Equipment Bid Form" (Attachment O) must be submitted by Contractor

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

and be approved by DAAS prior to any equipment purchases of \$500.00 by Contractor.

ATTACHMENT A – SCOPE OF WORK: Fiscal Year 2012-13 is added to this Contract.

ATTACHMENT H – COMMUNITY FOCAL POINTS– Fiscal Year 2012-13 is added to this Contract.

ATTACHMENT K – BUDGET SUMMARY– Fiscal Year 2012-13 is added to this Contract.

ATTACHMENT L – BUDGET IN KIND NARRATIVE– Fiscal Year 2012-13 is added to this Contract.

ATTACHMENT N – REQUEST TO PURCHASE PROPERTY/EQUIPMENT FORM is added to this Contract.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

COUNTY OF SAN BERNARDINO

City of Montclair

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



Josie Gonzales, Chair, Board of Supervisors

Dated:

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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino.

By:

Deputy

By ▶

(Authorized signature – sign in blue ink)

Name

Paul M. Eaton

(Print or type name of person signing contract)

Title:

Mayor
(Print or Type)

Dated:

5.22.12

Address: 5111 Benito Street

Montclair, CA 91763

Approved as to Legal Form



Jacqueline Carey-Wilson, County Counsel

Date

Reviewed by Contract Compliance



Lory Klopfer, HS Contracts Manager

Date

Presented to BOS for Signature



Colleen Krygier, Director

Date

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database		<input type="checkbox"/> FAS	
Input Date	Keyed By		

San Bernardino County
Elderly Nutrition Program
Scope of Work
2012-13

This Scope of Work contains the measurable objectives mandated by the Department of Aging and Adult Services (DAAS) and the California Department of Aging (CDA) required of the Elderly Nutrition Program (ENP) Provider. The Scope of Work specifies and establishes monthly, quarterly, and annual time frames and constitutes the primary document for on-going monitoring and annual Program and Fiscal monitoring. It will be used to measure the Provider's efforts towards providing quality nutrition services.

Contractor: City of Montclair

Service Area: Montclair

I. Program Description:

- A. Purpose – The purpose of the ENP is to provide nutrition services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services.
- B. Definition – Nutrition Services means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites or in their homes.
- C. Goals – to maintain or improve the physical, psychological, and social well being of older individuals, by providing or securing appropriate nutrition services.
- D. Objectives:
 - 1. Give preference to older individuals in greatest economic or social need with particular attention to low-income minority individuals.
 - 2. Serve meals that provide one-third (1/3) of the Dietary Reference Intakes (DRI's) and are safe and of good quality.
 - 3. Promote and maintain high food safety and sanitation standards.
 - 4. Promote good health behaviors through nutrition education and nutrition screening of participants.
 - 5. Promote or maintain coordination with other nutrition-related supportive services for older individuals.
- E. Target Population – The ENP Provider shall target individuals who are sixty (60) years of age or older, minorities, low income and living in rural areas of the County of San Bernardino.

II. Eligibility for Nutrition Services:

- A. Congregate Meals – Individuals eligible to receive a meal at a congregate nutrition site are:
 - 1. Any older individual 60 or older.
 - 2. The spouse of any older individual 60 or older.
 - 3. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals (60 or older) at which congregate nutrition services are provided.
 - 4. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
- B. Volunteer Meals:
 - 1. A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual who is 60 or older of a meal.
- C. Home-Delivered Meals – Individuals eligible to receive a home-delivered meal are:
 - 1. Any older individual who is frail, as defined below, and homebound by reason of illness, disability, or isolation:

- a. "Frail" means that an older individual is determined to be functionally impaired because the individual either:
 - 1) Is unable to perform at least two (2) activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.
 - 2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that possess a serious health or safety hazard to the individual or to others.
2. A spouse of a person in sub-section (C)(1) above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
3. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
4. Priority shall be given to older individuals in sub-section (C)(1) above.

III. Requirements for Nutrition Services:

A. Congregate Meals:

1. Each Congregate Meal Provider shall:
 - a. Include procedures for obtain the views of participants about the services received.
 - b. Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
 - 1) Ensure each Congregate Meal participant completes sections I and IV of the Client Intake Sheet (provided by DAAS) on the first day of service and annually thereafter.
 - 2) Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by DAAS.
2. Each Congregate Meal site shall meet all of the following:
 - a. Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that ENP activities are taking place.
 - b. Have restrooms, lighting, and ventilation, which meet the requirements of the California Retail Food Code (CRFC).
 - c. Have equipment, including tables and chairs that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.

B. Home-Delivered Meals:

1. Develop and implement criteria to assess the level of need for home-delivered nutrition services of each eligible participant.
 - a. An initial determination of eligibility may be accomplished by telephone. This initial contact with the participant shall include completion of sections I, II, III, and IV of the Client Intake Sheet (provided by DAAS).
 - b. A written assessment shall be done in the home within two (2) weeks of beginning meal service, and shall include an assessment of the type of meal appropriate for the participant in their living environment.
 - c. An older individual eligible for receiving home-delivered meals shall be assessed for need of nutrition-related supportive services, and referred as necessary.
 - d. Re-assessment of need shall be determined quarterly. Such re-assessment shall be done in the home of the participant at least every other quarter. Each quarter's re-assessment shall include completion of sections I, II, III, and IV of the Client Intake Sheet (provided by DAAS).
2. Provide written instructions, in the language of the majority of the participants, for handling and re-heating of the meals.

3. Establish a waiting list for home-delivered meals whenever the home-delivered meal providers are unable to provide meals to all eligible individuals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be based on greatest need and-or in accordance with policy established by the home-delivered meal provider, in consultation with DAAS.
4. Provide home-delivered meals in pre-packaged divided trays (hot or frozen meals).
5. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by DAAS.

IV. Program Outcomes:

- A. Total Number of Meals to be Served: 17,494**
 1. A minimum of 95% of the total number of meals is to be provided. The Director of DAAS must approve requests to serve less than 95% of the total number of meals to be provided. All such requests must be in writing.

Program: C-1 (Congregate Meals)	Program C-2 (Home-Delivered Meals)
# of Days of Service: 251	# of Days of Service:
Number of Meals: 17,494	Number of Meals
Sites to be Served: Montclair Community/ Senior Center	Areas to be Served:

V. Staffing:

- A. **Manager or Director:**
 1. The ENP provider shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the ENP, and either have (1), (2), or (3):
 - a. Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years' experience as a food service supervisor, or,
 - b. Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian, or,
 - c. Two years' experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire.
 2. The ENP Provider shall maintain documentation on file of the qualifications of the Program Manager or staff.
 3. If the Provider has more than one site, the Manager/Director shall monitor the sites on a bi-monthly basis. The bi-monthly visit shall be for the purpose of monitoring the food service practices of the employees and the implementation of the program requirements at the site level. Documentation of each visit shall be maintained on file for DAAS review.
- B. **Personnel – Paid Staff/Volunteers:**
 1. There shall be sufficient qualified paid staff or volunteer staff with the appropriate education and experience to carry out the requirements of the ENP. The total number of staff should be based on the method and level of services provided and size of the service area.
 2. Contractor is encouraged to hire multi-lingual/multi-cultural staff to increase low-income and ethnic minority program participation in accordance with federal mandates.

3. Contractor shall recruit for vacant positions in an open and competitive application process free of discriminatory questions. Written job descriptions for all paid and volunteer staff shall be maintained.
4. Contractor shall complete a written work performance evaluation on all paid and volunteer staff at least annually.
5. All staff, paid and volunteer, that will be handling food must be in possession of a current Food Handlers Card.
6. Volunteers shall be recruited and used in any phase of the program operation where qualified.
7. Volunteers shall be screened and selected through a formal process that assesses their capabilities.
8. Volunteers shall receive the same training as paid staff.
9. Volunteers that are paid through other job training programs are not considered volunteers and must be paid the agreed upon rate charged for regular paid staff.
10. The ENP Provider shall maintain a written Volunteer Policy that describes how volunteers are recruited, screened, what topics they are taught at orientation, and how often their performance is evaluated.

C. Registered Dietitian:

1. Each ENP Provider shall establish and administer nutrition services with the advice of a Registered Dietitian in accordance with Section 339 of the OAA, and follow the general requirements in Title 22, Division 1.8, Section 7500.
2. The Registered Dietitian will provide the following activities to meet the mandated requirements:
 - a. At a minimum, quarterly monitor for safe food handling and sanitation practices of food facilities.
 - b. Review and approve the content of staff training prior to presentation.
 - c. Develop, or review and approve the cycle menus.
 - d. Provide input, review, and approve the Nutrition Education Plan prior to presentation.
 - e. Provide technical support and assistance as needed.

VI. Staff Training Activities:

- A. A yearly written Staff Training Plan shall be developed, implemented, and maintained on file by the ENP Provider, as required in Title 22, Division 1.8, Section 7636.7(c).
- B. The Provider's Registered Dietitian shall review and approve the content of the Plan prior to presentation.
- C. The Staff Training Plan must identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled.
- D. A copy of the Staff Training Plan that has been approved by the Provider's Registered Dietitian must be submitted to DAAS by September 1st of the FY it is being provided in. The DAAS Registered Dietitian will review and approve the Staff Training Plan and return it to the Provider. The DAAS approved Staff Training Plan must be kept on file.
- E. A minimum of four (4) hours of staff training shall be provided annually for paid and volunteer food service staff, including congregate and home-delivered meal staff.
- F. Training sessions shall be evaluated by those receiving the training.
- G. The ENP Provider shall maintain documentation of each training session on file. Documentation includes, but is not limited to, sign-in sheets, agendas, handouts, and completed evaluations.
- H. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
 1. Food safety, prevention of food borne illness, and Hazard Analysis Critical Control Points (HACCP) principles.
 2. Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
 3. Elder Abuse Law and reporting procedures.

VII. Senior Participants:**A. Satisfaction Survey:**

1. The ENP Provider shall conduct a Client Satisfaction Survey at least annually. The Survey instrument must be approved by DAAS prior to its use, and all findings from the Survey must be used to improve services. The Provider must keep the completed Surveys and the tabulated results on file. A copy of the tabulated results must be submitted to DAAS by March 7th of the FY it is being conducted for.

B. Complaint Procedures:

1. Each Provider shall have a written Complaint Procedure.
2. The Complaint Procedure will be available for the participants and will provide them the opportunity to provide positive as well as negative feedback to the Program Manager.
3. The Provider shall have an assessment tool readily accessible for the seniors attending the congregate site or receiving a home-delivered meal.

C. Nutrition Education Services for Participants:

1. Nutrition Education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs.
 - a. Nutrition Education for congregate sites is defined as demonstrations, presentation, lectures or small group discussions, all of which may be augmented with printed materials.
 - b. Nutrition Education for home-delivered meal participants may consist solely of printed material that is in conjunction with a congregate meal Nutrition Education presentation.
2. Nutrition Education shall be based on the particular need of congregate and home-delivered meal participants. An annual Needs Assessment shall be performed by the ENP Provider to make this determination.
3. The Nutrition Education Plan and annual Needs Assessment must be submitted to DAAS by September 1st of the FY it is being provided in.
4. Nutrition Education sessions must be reported monthly to DAAS using the Nutrition Education Monthly Service Unit Report.

Nutrition Education Units of Service:

Program: C-1 (Congregate Meals)	Program: C-2 (Home-Delivered Meals)
# of Units to be Provided: 298	# of Units to be Provided:
# of Sites to be Presented at: 1	# of Participants to be Presented to:

VIII. Menu Planning Guidelines/Menu Requirements:

- A. A minimum of a 3-month cycle shall be planned and submitted to DAAS.
- B. Menu cycles shall include the availability of seasonal foods.
- C. Health, cultural, ethnic and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.
- D. The menu cycle shall be approved by the Provider's Registered Dietitian and upon approval forwarded to the DAAS Registered Dietitian for certification. Menus shall be submitted to the DAAS Registered Dietitian forty-five (45) days prior to the menu start date. Allow thirty (30) days for the menu certification process. Menus will be returned to the Provider at least fifteen (15) days prior to the menu start date. ENP Providers are required to have menus certified prior to the menu start date. All signatures on the menu shall be original signatures.
- E. A copy of the certified menu must be posted in a spot conspicuous to clients at each congregate site.
- F. Copies of the menus shall be made available to the participants upon request.
- G. When planning the menus, the California Daily Food Guide and the Dietary Guidelines for Americans (DGA) are to be considered. Menus shall conform to the following criteria referenced in the sources:
 1. Provide an average of 550-750 calories per meal.

2. Limit total fat to no more than 25-30% of the calories averaged for the week.
3. Choose and prepare foods with low amounts of salt, soy sauce and other high sodium items.
4. Include good sources of dietary fiber such as whole grains and cooked dry beans at least four times a week.
5. Include a variety of foods and preparation methods with consideration to color, combinations, texture, size, shape, taste, and preference of the participants served.
6. Dietary Reference Intake Values:
 - a. Table one (1) represents the most current Dietary Reference Intakes (DRI) values and daily compliance range for target nutrients. The values provided are based on the U.S. Department of Agriculture (USDA) Food Guide calculated for one (1) meal for a woman over seventy (70) years of age whose activity level is sedentary. This example represents a majority of the older adult population served by the ENP statewide.
 - 1) The nutrients selected for this Table are based on the target nutrients to:
 - i. Promote health and prevent disease
 - ii. Prevent deficiencies
 - iii. Indicate diet quality
 - iv. Manage disease

Table 1
Target Nutrients

Nutrient	Target Value *	Daily Compliance Range
Calories (Kcal)	>550 Kcal	>550 – 700 Kcal
Protein	14 gm	14 gm (in the entrée)
Fat (% of total calories)	30%	<35% weekly average
Vitamin A (ug)	250 ug	> 250 ug 3 out of 5 days /wk or 4 out of 7 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B6 (mg)	0.5 mg	>0.5 mg
Vitamin B12 (ug) **	0.8 ug	0.8 ug **
Calcium (mg)	400 mg	>400 mg
Magnesium (mg)	140 mg	>140 mg
Zinc (mg) **	2.6 mg	>2.6 mg **
Sodium (mg)	<800 mg	<1,200 mg (over 1,000 mg place an icon on the menu)
Fiber (gm)	>7 gm	>7 gm
Potassium (gm) **	1565 mg	1565 mg **
Vitamin D	200 IU	200 IU
Vitamin E **	5 IU	Provide education **

*Target Value: This value represents one-third of the DRI for a 1600 calorie range. The 1600 calorie range was chosen based on the requirements for a 70-year-old sedentary female. If a majority of the senior population served by the AAA ENP Program differs from the above example, use your ENP predominate demographic characteristics to calculate target nutrient values.

** If these elements are not provided to the level noted as a weekly average, the Program must educate the participants on how to obtain these elements.

NOTE: Fortified foods should be used to meet vitamin B12 needs.

Recommended sodium content was liberalized based on the information from the Mathematical study data which indicated that, for many participants, the ENP meal provides 40-50 percent of the participants' daily intake.

7. **Component Meal Pattern Requirements:**

- a. The California 1600-calorie component meal pattern has been developed to reflect the new DGA requirements for those programs that are not using computerized nutrient analysis.
 - 1) The ENP Provider has the discretion to allow occasional flexibility in planning meals that may not meet the meal pattern, but does meet the nutrient value requirements. Fortified food products and combination dishes used in a menu may not match the meal pattern, but may provide for the required nutrient values. For example, a fortified snack bar as a dessert could be used to boost the nutrient value of a boxed lunch or special occasion meal.
 - 2) Items that provide the following target nutrients should be identified on the menu when using a component meal pattern template:
 - a) Vitamin C – Provide one-third (1/3) of the DRI for vitamin C each meal – 25 mg (for a 1600-calorie menu).
 - b) Vitamin A – Provide one-third (1/3) of the DRI for vitamin A at least three (3) times per week, 250 µg (for a 1600-calorie menu).
 - c) Sodium – meals that contain over 1,000 mg of sodium must be noted on the menu as a high sodium meal.
- b. Table two (2) describes the elements in the California 1600-calorie meal pattern. Serving sizes are based on the USDA Food Guide Pyramid. This sample component meal pattern does not assure that meals meet one-third (1/3) of the DRI's and the DGA. Meals will require specific types of fruits and vegetables, whole grains, and high fiber foods in order to assure the target nutrients are provided. The component meal pattern may be deficient in vitamins E, B12, and Zinc, requiring additional nutrition education for participants on the selection of foods that are good sources of these nutrients.
- c. The meal pattern in Table two (2) below is based on the minimum requirements for a sedentary female 70 years of age. If the majority of the population served by a provider falls within another requirement range (i.e. active 60 year old men), the serving sizes and minimum number of servings required can be adjusted to meet the service population. ENP Providers should verify the population served and develop menu criteria accordingly.

Table 2
California 1600 Calorie per Day Component Meal Pattern
Minimum Recommended Elements

Food Group	Required servings for 550 calories per meal	Serving sizes for 1600 calorie level
Lean meat or beans	1 serving 2 ounces per meal	2 ounces = 1 serving
Vegetable	1 – 2 servings	½ cup = 1 serving
Fruit	1 serving	½ cup = 1 serving
Bread or Grain At least ½ whole grain	1 – 2 servings	1 slice Bread = 1 serving ½ cup of rice or pasta = 1 serving

Low-fat milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional - limit sweets use fruit	Select foods high in fiber and low in fat and sugar

(1) The number of servings per meal estimates provision of one-third of the DRIs.

(2) Caloric value (1,600 Kcal/day) based on a 70-year-old female, "sedentary" physical activity level using Table 3 - Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity, from the DGA 2005.

H. Meal Components – required for both computerized and component menus:

1. Protein – meat, fish, poultry, legumes, eggs, and cheese:
 - a. A minimum of 2.0 ounces of cooked, edible portions of meat, fish, poultry, legumes, eggs, cheese, (or a combination thereof) providing at least 14 grams of protein. Programs should consider the preferences of the participants they serve.
 - b. Legumes should not be counted as both vegetable and protein. ENP Providers may use other protein sources to provide the occasional vegetarian meal.
2. Vegetables (1-2 ½ cup servings):
 - a. Vegetables as a primary ingredient in soups, stews, casseroles, or other combination dishes should total ½ cup per serving.
 - b. Raw leafy vegetables (salads) should equal 1-cup if they are to be considered a serving.
3. Fruit (1 serving):
 - a. A serving of fruit equals:
 - 1) 1 medium sized whole fruit
 - 2) ½ cup fresh, chopped, cooked, frozen, or canned drained fruit
 - 3) ½ cup 100% fruit juice
 - b. Fresh, frozen, or canned fruit should be packed in juice, light syrup, or without sugar. Fruit packed in high sugar content syrup may be rinsed before using.
4. Breads/Grains (1 ounce equivalent serving):
 - a. One-half of the daily intake of grains should be from whole grains. Grains that are processed (not whole) must be fortified.
5. Milk (8 fl. oz.):
 - a. Each meal shall contain eight (8) fluid ounces of fortified skim, low fat, or buttermilk. If religious preference precludes the acceptance of milk with the meal, it may be omitted from the menu (however, an equivalent substitute must be used).
6. Fat (Optional):
 - a. Each meal may contain fat components to increase the palatability and acceptability of the meal.
 - b. When selecting and preparing meat, poultry, dry beans, and milk or milk products, make choices that are lean, low fat, or fat free.
 - c. Consume less than 10% of calories from saturated fatty acids and less than 300 mg/day of cholesterol, and keep trans fatty acid consumption as low as possible.
 - d. Keep total fat intake between 20 to 35 percent of calories, with most fats coming from sources of polyunsaturated and monounsaturated fatty acids such as fish, nuts, and vegetable oils.
7. Dessert (Optional):
 - a. Dessert may be provided as an option to satisfy the caloric requirements or for additional nutrients. Use fruit as a dessert as often as possible and limit sweets. The fruit, grains, and dairy products served as dessert can count towards the fruit, grain, or dairy requirements. Desserts that are low in fat and/or low in sugar are encouraged.

- b. When a dessert contains ½ cup of fruit per serving, it may be counted as a serving of fruit.
 - c. When a dessert contains the equivalent of 1 serving (1 ounce) starches/grains per serving, it may be counted as a serving of starches/grains (example: rice pudding or oatmeal cookie).
 - d. When a dessert contains the equivalent of ½ cup of milk per serving, it may be counted as ½ serving of milk.
8. Condiments and Product Substitutes:
- a. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided, but should not be counted as fulfilling any part of the nutritive requirements.
 - b. Condiments such as salad dressings, ketchup, soy sauce, mustard, and mayonnaise do not need to be counted in a menu analysis if they are served “on the side” and are not combined with the food.
9. Sodium:
- a. The commitment to reduce sodium in the meals stems from the fact that nutrition-related chronic diseases remain the primary cause of death among people aged 65 and older. California has a diverse population, and the ENPs in the State provide culturally appropriate meals for many ethnicities. Asian meals traditionally have higher sodium levels. Programs that choose to provide culturally appropriate meals, but are concerned with the sodium content of the meals, may consider:
 - 1) Using low sodium soy sauce or diluting soy sauce with water to produce low sodium soy sauce;
 - 2) Offering soy sauce as a condiment to be added by the senior;
 - 3) Providing Nutrition Education on sodium;
 - 4) Continuing to work with the sodium levels of meals, making small steps to reduce the risk of developing kidney stones, and possibly decrease bone loss with age;
 - 5) Not providing potassium chloride salt substitutes;
 - 6) Noting meals that have more than 1000 mg of sodium on the menu as such: “This meal contains more than 1000 mg of sodium,” or using an icon denoting a high sodium meal; and
 - 7) Using low sodium versions of high sodium foods when available and feasible with budget allowances.
- I. Meal Component/Nutrient Analysis:
- 1. A meal component/nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be done to ensure compliance with Title 22, Division 1.8, Section 7638.5.
 - a. Computerized Nutrient Analysis Requirements
 - 1) Although not required, use of computerized nutrient analysis is strongly recommended and will help ensure and verify the nutritional adequacy of meals. The goal of assessing nutrient intakes of groups is to determine the prevalence of inadequate or excessive nutrient intakes within a particular group of individuals. While meal patterns serve as a basic framework for menu planning, providers are encouraged to use computerized nutrient analysis because it provides specific information on nutrients the menu may **not** be providing. The information that a menu is not supplying all of the desired nutrients will guide the development of future menus. As required menu elements are expanded, it is more difficult to meet all of the requirements on a daily basis. ENP Providers should focus on:
 - i. Vitamin A
 - ii. Vitamin C

- iii. Protein
 - iv. Fat
 - v. Sodium
- 2) FiberNot all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions and nutrition education.
 - 3) The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, B12, calcium, chromium, copper, iron, magnesium, sodium, and zinc. In addition to meeting one-third of the DRIs, the menus should also follow the DGA.

IX. Food Procurement:

- A. Food procurement procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
- B. All food shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.
- C. To the extent possible, providers are encouraged to participate in group food purchasing.
- D. A comparative cost analysis shall be performed either by the ENP Provider or its group purchasing organization on an on-going basis to obtain the highest quality food for the lowest price available.

X. Food Storage:

- A. Food storage procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
- B. Adequate and suitable space free from vermin, dirt, and contamination or adulteration shall be provided for the storage of food and beverages, and cooking, serving, and eating supplies.

XI. Food Production:

- A. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
- B. Food production and meal service shall be under the supervision of a trained staff in food service management to ensure food service sanitation and the practice of hygienic food handling techniques are followed. This person shall function with the advice of the Provider's Registered Dietitian.
- C. Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed:
 1. The Provider's Registered Dietitian must approve all menu substitutions.
 2. A Menu Substitution Form must be completed and signed by the Provider's Registered Dietitian.
 3. The completed Menu Substitution form shall be kept on file for DAAS review.
- D. Production Control:
 1. Production schedules or worksheets must be available in the food preparation area.
 2. Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.
 3. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
 4. Appropriate utensils for correct and consistent portion control shall be available and used at each site.
- E. Meal Service/Temperature Monitoring:
 1. All food for congregate sites shall be packaged and transported in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.

2. Meals shall be served to seniors “offer versus serve” – meaning participants are to be given an opportunity to decline a menu item. Food trays shall not be served ahead of time. Temperature Checks:
 - a. All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen.
 - b. All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked at satellite congregate sites upon delivery and at all congregate sites immediately before meal service.
 - c. The ENP Provider must have written procedures for monitoring food temperature.
 - d. The ENP Provider must use a form to document food temperatures daily (i.e. Food Temperature Log).
 - e. The ENP Provider shall have a staff member review the completed Food Temperature Logs at random a minimum of every other month. If problems are discovered, an action plan must be developed to resolve the issue.
 - f. All completed Food Temperature Logs must be maintained on file for DAAS review.
3. To maintain quality in prepared foods, holding times shall be kept to a minimum. Long periods of holding hot foods at required temperatures diminishes the nutrient content and palatability of foods.
4. Holding time shall not exceed 2 hours between the end of production and the beginning of food service at the congregate site.
5. Milk and milk products shall be provided in individual, commercially filled containers, or shall be poured by a staff member directly from commercially filled bulk containers into the glass or cup from which it is consumed.
6. Single service utensils and tableware shall be used one time only and then discarded.
7. Safety of the food after it has been served at the congregate site and then removed by the participant from the congregate site is the sole responsibility of the participant and may be consumed by the participant as he/she deems it appropriate.
8. The Provider shall have a sign posted in the congregate site stating, “Food removed from the congregate site is at your own risk.”

XII. Food Service Requirements:

- A. The ENP Provider shall ensure that the following forms are available, completed **daily**, and maintained at each nutrition site for a minimum of 12 months:
 1. Food Temperature Log – one should be available for congregate meals and one for home delivered meals if hot foods are delivered to the client.
 2. Cleaning Schedule
 3. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
 4. Production Schedule – applicable only if food is cooked at the site.
 5. The current Environmental Health inspection shall be available at the site for review.
 6. Staff and volunteers who are handling food shall possess a current food handlers' card that shall be available for review.

XIII. Program Requirements:

- A. Client Intake Sheets:
 1. The ENP Provider will ensure that each participant completes the Client Intake Sheet form (provided by DAAS) to determine his or her level of nutritional risk. Forms shall be completed for:
 - a. Congregate Meal Participants – at the beginning of service and then annually thereafter for clients who remain on the program.
 - 1) Sections I and IV are required for congregate meals.
 - b. Home-Delivered Participants – at the beginning of service and then quarterly thereafter for clients who remain on the program.

- 1) Sections I, II, III, and IV are required for home-delivered meals.
 2. ENP Providers who are required to complete their own data entry into the SAMS System must enter the annual and quarterly Client Intake Sheets into the database in a timely manner.
 3. ENP Providers who are not required to complete their own data entry must send the Client Intake Sheets to DAAS for data entry into the SAMS System.
- B. Outreach/Marketing Activities:**
1. ENP Providers are required to provide outreach in the community through community organizations and other groups. All outreach and marketing activities shall be documented and kept on file for the annual monitoring visit conducted by DAAS.
 2. ENP Providers shall develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving the minority communities.
- C. Emergency Procedures:**
1. ENP Providers shall have a written Emergency/Disaster Plan.
 2. Each nutrition site shall have an evacuation plan posted identifying the emergency exits and assembly areas.
 3. Staff must be knowledgeable of emergency procedures.
 4. Where feasible and appropriate, ENP Providers shall make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122 (2). Such arrangements shall be included in the Emergency/Disaster Plan.
- D. Donations and Confidentiality:**
1. An Eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal
 2. The ENP Provider shall develop a suggested contribution/donation amount. When developing this contribution/donation amount, the income ranges of the older individuals in the community and the Provider's other sources of income shall be considered.
 3. A sign indicating the suggested contribution for eligible individuals and the fee for guests shall be posted near the contribution container at each congregate meal site. A guest fee shall cover all meal costs.
 4. No eligible individual shall be denied participation because of failure or inability to contribute.
 5. The Provider shall ensure that the amount of the eligible participant's contribution is kept confidential.
 6. The ENP Provider shall establish written procedures to protect contributions and fees from loss, mishandling, and theft (i.e. Contribution/Donation Procedures). Such Procedures shall be kept on file for DAAS review.
 7. All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.
- E. "No Soliciting" Sign:**
1. The ENP Provider shall ensure that a "No Soliciting" sign is posted on the door leading to the congregate nutrition site. No soliciting of any kind is permitted on the premises during the lunch hours for services or goods promoted by businesses.
- F. Coordination:**
1. If applicable, develop a fair and equitable policy and procedure for referring participants to the appropriate transportation provider for securing public transportation to and from nutrition sites and have the policy available for review by DAAS.
 2. Include the following statement on all advertising, brochures, poster, etc., "Funding for this service has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging."

3. Coordinate service with other County departments and local agencies by providing time for presentations or special activities that promote a community based system of care for the participants attending nutrition sites.
- G. Reporting:
1. All fiscal and program data must be reported monthly (i.e. Request for Reimbursement, Rosters, Monthly Service Unit Report, etc.). All reports are due to DAAS by the 5th business day of the month following the month of service. DAAS will provide training as needed.
 2. The Provider shall maintain support files including, but not limited to, invoices, payroll, Client Intake Sheets, and any other supporting documents to substantiate monthly reports.
 3. ENP Providers are required to report all known or suspected cases of elder abuse to DAAS Adult Protective Service or law enforcement immediately by telephone. A written report must be sent within two (2) working days. Abuse of an elder or dependent adult means physical abuse, neglect, intimidation, cruel punishment, fiduciary abuse, abandonment, isolation, or other treatment resulting in physical harm or pain or mental suffering or the deprivation by a care custodian of goods or services which are necessary to avoid physical harm or mental suffering.
 4. Maintain records, by month, that support claimed in-kind expenditures.
 5. Report expenditures funded with Deferred Income by September 30th of the FY in which it is being claimed.
 6. Develop and have on hand for review by DAAS, a cost allocation plan which explains the methods used to allocate costs between congregate and home-delivered meals or any other program funded by DAAS.
 7. In the event additional funds become available, the Provider will use the funds to increase the number of meals being provided to participants by either increasing the number of individuals attending its present sites, or by opening new sites in communities not already served by the Provider. Exceptions to this requirement must be fully documented in writing and submitted to the Director of DAAS for prior approval.
 8. Other Reporting Requirements:
 - a. SAMS (Social Assistance Management System):
 - 1) The following reports are to be completed and submitted to DAAS by the 5th business day of the month following the month of service if the Provider is serving less than 500 clients per month:
 - i. Client Intake Sheets for any new clients or any annual or quarterly assessments completed in the month.
 - ii. Meal Rosters
 - 2) Providers that are serving more than 500 clients shall secure the appropriate licensing, have a dedicated staff responsible for maintaining the client tracking software, obtain and maintain an Internet Service Provider and the appropriate hardware that can support the program. These Providers shall be responsible for entering the following data into SAMS by the 5th business day of the month following the month of service:
 - i. Client Intake Sheets for any new clients or any annual or quarterly assessments completed in the month.
 - ii. Rosters
 - iii. Routes (if applicable)
 9. Nutrition Education Monthly Service Unit Report
 - a. The Nutrition Education Monthly Service Unit Report is a tool that is used to report the number of Nutrition Education service units that have been provided to participants. This report is to be completed and submitted to DAAS by the 5th business day of the month following the month of service. Copies of any

handouts presented to the participants as a component of the Nutrition Education shall be attached to the Nutrition Education Monthly Service Unit Report.

H. Disposal of Equipment:

1. If the Provider wishes to dispose of equipment purchased with Nutrition grant funding, they must submit a request, in writing, to DAAS. The request shall state the equipment description, the location of the equipment, and the reason for disposal.
2. Provider shall submit a list of equipment purchased with grant funding by location.

I. Quarterly Meetings

1. Provider is required to attend all Quarterly Nutrition Provider meetings hosted by DAAS.

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Name	Address		Phone
Adelanto Senior Club	11565 Cortez Avenue	Adelanto, CA 92301	(760) 246-7736
Apple Valley Senior Club	13188 Central Road	Apple Valley, CA 92308	(760) 247-3155
Barstow Senior Citizens Club	555 Melissa Avenue	Barstow, CA 92311-3031	(760) 256-5023
Big Bear Valley Senior Center	42651 Big Bear Blvd.	Big Bear Lake, CA 92315	(909) 584-0323
Bloomington Senior Center	18317 Valley Blvd.	Bloomington, CA 92316	(909) 877-4310
Bonnie Baker Senior Citizens Club	149350 Ukiah Trail	Big River, CA 92242	(760) 665-2667
Chino Senior Center	13170 Central Avenue	Chino, CA 91710	(909) 591-9836
Crest Forest Senior Citizens Club	24658 San Moritz Drive	Crestline, CA 92325	(909) 338-5036
Delmann Heights Senior Center	2969 N. Flores St.	San Bernardino, CA 92407	(909) 887-2115
Dino Papavero Senior Center	16707 Marygold Avenue	Fontana, CA 92335	(909) 350-0575
El Mirage Senior Club	1488 Milton	El Mirage, CA 92301	(760) 388-4429
Fontana Community Senior Center	16710 Ceres Avenue	Fontana, CA 92335	(909) 854-5151
Ft. Mohave Tribal Senior Nutrition Program	700 Harrison Street	Needles, CA 92363	(760) 629-2371
George M. Gibson Senior Center	250 N. Third Avenue	Upland, CA 91786	(909) 981-4501
George White Senior Center	8565 Nuevo Avenue/8572 Sierra Ave.(Main Ofc)	Fontana, CA 92335	(909) 822-4493
Grand Terrace Senior Center	22627 Grand Terrace Road	Grand Terrace, CA 92313	(909) 824-1491
Havasu Lake Senior Center	12198 Sunbonnet	Havasu Lake, CA 92363	(760) 858-4336
Helendale Senior Outreach	27083 Bible Church	Helendale, CA 92342	(760) 243-4396
Hesperia Leisure League	9122 Third Avenue	Hesperia, CA 92345	(760) 244-3223
Hesperia Senior Center	9333 "E" Avenue/PO Box 104055	Hesperia, CA 92340	(760) 244-5488
Hi-Desert Meals-on-Wheels	15075 Hesperia Road	Victorville, CA 92395	(760) 245-7047
Highland Senior Center	3102 E. Highland Avenue	Patton, CA 92369	(909) 862-8104
Hinkley Senior Citizens Club	35997 Mountain View Road	Hinkley, CA 92347	(760) 253-4677
Home of Neighborly Service	839 N. Mt. Vernon Avenue	San Bernardino, CA 92411	(909) 885-3491

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Hutton Senior Center	660 Colton Avenue	Colton, CA 92324	(909) 370-6168
James L. Brulte Senior Center	11200 Baseline Road	Rancho Cucamonga, CA 91701	(909) 477-2780
Joshua Tree Community Center	6171 Sunburst	Joshua Tree, CA 92252	(760) 366-2471
Joslyn Senior Center	21 Grant Street	Redlands, CA 92373	(909) 798-7550
Loma Linda Senior Center	25571 Barton Road	Loma Linda, CA 92354	(909) 799-2820
Lucerne Valley Senior Club	10431 Allen Way	Lucerne Valley, CA 92356	(760) 248-2248
Luque Senior Center	292 East "O" Street	Colton, CA 92324	(909) 370-5087
Lytle Creek Senior Center	P.O. Box 182/14082 Center Road	Lytle Creek, CA 92358	(909) 880-8659
Mentone Senior Center	1331 Opal Avenue	Mentone, CA 92359	(909) 794-5280
Montclair Senior Center	5111 Benito Street	Montclair, CA 91763	(909) 625-9483
Morongo Basin Senior Support Center	57121 Sunnyslope Drive	Yucca Valley, CA 92284	(760) 365-9661
Morongo Valley Senior Center	11165 Vale	Morongo Valley, CA 92256	(760) 363-6547
Mountain Communities Senior Center	675 Grandview Road	Twin Peaks, CA 92391	(909) 337-1824
Needles Senior Center	1699 Bailey Avenue	Needles, CA 92363	(760) 326-4789
Newberry Springs Senior Center	33383 Newberry Road	Newberry Springs, CA 92365	(760) 257-3284
Ontario Senior Center	225 East "B" Street	Ontario, CA 91764	(909) 395-2021
Perris Hill Senior Center	780 E. 21st Street	San Bernardino, CA 92404	(909) 384-5436
Phelan Senior Club	4128 Warbler Rd. #A	Phelan, CA 92371	(760) 868-8067
Pinon Hills Senior Club	10433 Mountain Road	Pinon Hills, CA 92372	(760) 868-8637
Red Mountain Senior Center	7550 East Adobe Street	Red Mountain, CA 92374	(760) 374-2201
Redlands Community Senior Center	111 W. Lugonia	Redlands, CA 92373	(909) 798-7579
Rialto Senior Center	1411 S. Riverside Avenue	Rialto, CA 92376	(909) 877-9706
San Bernardino 5th St Senior Center	600 W 5th Street	San Bernardino, CA 92410	(909)-384-5430
San Moritz Lodge	24658 San Moritz Dr	Crestline, CA 92325	(909)-338-5036
Trona Community Senior Center	13187 Market Street	Trona, CA 93562	(760) 372-5889

COMMUNITY FOCAL POINTS LIST

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c), OAA 2006 306(a)

Twenty Nine Palms Senior Center	6539 Adobe Road	Twenty Nine Palms, CA 92277	(760) 367-3891
Victorville Senior Center	14874 Mojave Road	Victorville, CA 92392	(760) 245-5018
Wrightwood Seniors Community Center	1543 Barbara Street	Wrightwood, CA 92397	(760) 249-3084
Yucaipa Senior Center	12202 First Street	Yucaipa, CA 92399	(909) 797-1177
Yucca Valley Senior Center	57088 29 Palms Highway	Yucca Valley, CA 92284	(760) 228-5453

**COUNTY OF SAN BERNARDINO NUTRITION SERVICES
PROGRAM BUDGET 2012-13**

Provider: City of Montclair

Fiscal Year: FY12-13 ORIG Amend CONGREGATE SITES C-1 HOME DELIVERED MEALS C-2 **Section I: Prepare this section based on annual estimated cost to serve the meals.**

		A	b	C=a+b
		Cost to Provider for the year		
Expenditure Category:		Cash	In-Kind	Annual Expense
1	Personnel	\$68,294	\$48,500	\$116,794
2	Staff Travel & Training	\$400		\$400
3	Equipment			
4	Consultants	\$2,000		\$2,000
5	Catered Food	\$75,448		\$75,448
6	Raw Food			
7	Other Expenses:			
	a. Consumable Supplies	\$10,900		\$10,900
	b. Insurance	\$5,000		\$5,000
	c. Repair & Maintenance			
	d. Rent/Building Space			
	e. Utilities			
	f. Vehicle Operations	\$7,650		\$7,650
	g. Miscellaneous	\$2,090		\$2,090
8.	Indirect Cost			
9.	Nutrition Education			
Total Expenditures (add lines 1-9)		\$172,014	\$48,500	\$220,514

Revenue Sources:			
	State funds	\$7,208	
	Federal Funds	\$77,985	
	NSIP	\$11,548	
	County funds		
	Program Income	\$27,656	
	Deferred Income		
	Matching Cash	\$47,617	
	Matching In-Kind	\$48,500	
	Non-Match Cash		
	Non-Match In-Kind		
Total Revenue		\$220,514	

Section II: Prepare this section based on estimated number of meals that will be served multiplied by meal cost per unit.

D	E	f=d*e
Estimated annual number of meals	Proposed meal cost per unit	Annual Budget
17,494	\$5.53	\$96,741

Submitted by:

DAAS Approval:

Name

Date

Signature

Date

COUNTY OF SAN BERNARDINO NUTRITION SERVICES
Budget In Kind Narrative

Provide justification, rates, comments, descriptions, etc. for the required 11.11% of the total proposed contract amount in matching funds whether in cash or in-kind. Matching funds may not be fees for services, client donations or program income as defined by 45 CFR 74.41 match.

Line Item	Rate	Annual Amount	Description/Justification
Personnel	\$40.50/hr	\$16,848	Salary and Benefits- (1.5 hours per day worked as directly related to administrative tasks for the Senior Nutrition contract.) Asst. Director of Human Services, Marcia Richter
Personnel	\$20.05/hr	\$10,426.00	Salary and Benefits- (1.5 hours per day worked as directly related to administrative tasks for the Senior Nutrition Contract) Senior Programs Specialist Ester Vargas-Pipersky
Vehicle Operations	Mechanic:\$26.75 hourly fully- burdened rate Parts/Maintenance: Varies, as needed. Fuel Costs:\$2.25 per gallon	\$7,650.00	Montclair "Golden Express" Bus (transports seniors daily to the nutrition site free of charge)
Insurance	\$5,000.00 annual renewal	\$5,000.00	General Liability and Facilities Insurance
Volunteer Expenses	\$8.00 per hour, per volunteer	\$48,500.00 (matching in- kind)	(supervision/overhead costs)
Misc. Expenses	\$726.00 annual health permit renewal Fingerprinting costs absorbed "in house" by Montclair Police Department. Volunteer Training costs (Staff time and materials)	\$7,693.00	Health Permits, Fingerprinting of non- participant volunteers, food handler's permits, training

**SAN BERNARDINO COUNTY
DEPARTMENT OF AGING AND ADULT SERVICES**

REQUEST TO PURCHASE PROPERTY/EQUIPMENT

This form is to be completed whenever a contractor is requesting to purchase property or equipment under a California Department of Aging (CDA) grant. Contractor must obtain a minimum of three (3) bids and attach an Equipment Bid Form for each item requested.

Date: _____

FY: _____

Contractor Name:		
Address:	Contact:	Phone No:

Item(s) Requested (attach additional sheet if required):

QTY	DESCRIPTION	AMOUNT	FUNDING SOURCE

Explain how requested item(s) will be used to carry out the objectives related to the funding to be received (attach additional sheet if required): _____

Administrative Use Only:			
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Value over \$500/unit: Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Inventory: Yes <input type="checkbox"/>	No <input type="checkbox"/>
Program Review by: Name _____		Title _____	Date _____
Director Approval: _____		Date _____	

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-37 WITH ONTARIO-MONTCLAIR
SCHOOL DISTRICT TO ADMINISTER AN
IMMUNIZATION PROGRAM FOR STUDENTS
AND THEIR FAMILIES

DATE: May 21, 2012

SECTION: AGREEMENTS

ITEM NO.: 8

FILE I.D.: HSV044

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-37 with the Ontario-Montclair School District (OMSD) to continue the immunization program for students and their families.

A copy of proposed Agreement No. 12-37 is attached for the City Council's review and consideration.

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, MCC identifies resources and develops services for children, youth, and adults.

The immunization program has been provided through the Montclair Medical Clinic and serves students qualifying for the Vaccine for Children (VFC) Program. Volunteer Medical Director James M. Lally, D.O., would administer the continuation of the VFC Program. The contract with OMSD includes funding for a part-time Licensed Vocational Nurse (LVN) to coordinate the VFC Program at the Montclair Medical Clinic. The funding also includes all supplies not provided through the VFC Program.

The term of proposed Agreement No. 12-37 is July 1, 2012, through June 30, 2013.

FISCAL IMPACT: OMSD would pay a total of \$27,000 in ten monthly installments. Should the City Council approve proposed Agreement No. 12-37, the funding would provide supplies and allocate a part-time LVN in the Human Services Division Fiscal Year 2012-13 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-37 with the Ontario-Montclair School District to administer an immunization program for students and their families.

Prepared by:

M. Ricko

Reviewed and
Approved by:

Steve Luster

Proofed by:

Christine Smidely

Presented by:

Steve Luster

(c) **DISTRICT** will provide **CONSULTANT** with forms, which **CONSULTANT** will use to request payment under this Agreement. For each month of service, the "Request For Payment" form must be returned to **DISTRICT** in triplicate and must include **CONSULTANT's** signature and social security number or tax identification number.

(d) If this Agreement is with an individual consultant, **CONSULTANT** will complete the certification block on the "Request For Payment" form which shows whether or not **CONSULTANT** is a retired member of the California State Teacher's Retirement System (STRS) or the California Public Employees Retirement System (PERS).

(e) **DISTRICT** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement.

The term of this Agreement is from July 1, 2012 through June 30, 2013, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. **DISTRICT** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **DISTRICT** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **DISTRICT** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in the "Description of Services" to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT's** sole discretion, sees fit.

(b) **CONSULTANT** will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.

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

(d) If the box to the left is checked, **CONSULTANT** shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the **DISTRICT'S** pupils. If at any time during the term of this Agreement **CONSULTANT** is either notified by the Department of Justice or otherwise becomes aware that any employee of **CONSULTANT** performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, **CONSULTANT** agrees to immediately notify the **DISTRICT** and remove said employee from performing services on this Agreement.

(e) **CONSULTANT** shall indemnify, pay for the defense of, and hold harmless **DISTRICT** and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of **CONSULTANT's** negligent or willful acts and/or omissions in rendering any services hereunder. **CONSULTANT** shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning **CONSULTANT** or any

employee and shall further indemnify, pay for the defense of, and hold harmless **DISTRICT** of and from any such payment or liability arising out of or in any manner connected with **CONSULTANT's** performance under this Agreement.

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

5. Obligations of District.

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

(b) **DISTRICT** shall indemnify, pay for the defense of, and hold harmless **CONSULTANT** and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of **CONSULTANT's** negligent or willful acts and/or omissions in rendering any services hereunder.

6. Termination of Agreement.

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

(b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, **DISTRICT** may terminate this Agreement by giving written notification to **CONSULTANT**.

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

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

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 **DISTRICT** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) **DISTRICT** and **CONSULTANT** mutually agree that any written material or any copyrightable work of any nature created by **CONSULTANT** pursuant to this Agreement shall be considered a "work made for hire" and **DISTRICT** the "copyright owner" thereof as those terms are defined in Title 17 of the United States Code, Section 101, and that **DISTRICT** shall own all of the rights comprised in the copyright of said written material or copyrightable work.

(c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in

writing, signed by both parties, except **DISTRICT** may unilaterally amend the Agreement to accomplish the changes listed below:

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

(d) 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.

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

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

(g) 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.

"DISTRICT"

"CONSULTANT"

By:

 Signature
 Kim Stallings
 Printed Name

 Deputy Superintendent
 Title

 Signature
 Paul Eaton
 Printed Name

 Mayor
 Title

ATTEST:

 Signature
 Yvonne L. Smith
 Printed Name

 Deputy City Clerk
 Title

Date: _____

Date: _____

Date of Governing Board's Approval: _____

END OF AGREEMENT FOR CONSULTANT SERVICES

Appendix A**Ontario-Montclair School District
Agreement for Services
City of Montclair**

Services to be initiated through the attached agreement will be performed through the health services portion of the Montclair Community Collaborative, a partnership between the City of Montclair, Ontario-Montclair School District, and other community partners. The following description of services specifies the scope of work for contracted "Health Services" which include:

1. Coordinate services with the Ontario Montclair School District Health Services.
2. Provide supervision for nursing services through the City of Montclair, Human Services Division office as needed.
3. Follow all protocols, mandates and confidentiality laws while providing services under this contract.
4. Administer immunizations as requested by OMSD for students qualifying for the Vaccine For Children (VFC) Program.
5. Provide parent with copy of immunizations provided.
6. Document nursing activities, including maintaining a vaccine inventory and other pertinent services, as appropriate.
7. Maintain vaccine records in accordance with State Immunization Standards.
8. Administer TB screenings to the staff, families, and students of OMSD.
9. Maintain TB screening logs.
10. Refer Positive TB screenings according to Public Health policies.
11. Assist with, provide advice on, and complete head lice screenings and treatment (targeting individual students with chronic problems not remedied by usual school nurse interventions).
12. Order and maintain supplies as appropriate (e.g., vaccines, syringes, lice shampoo and lice combs).

**APPENDIX B
ONTARIO-MONTCLAIR SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT MENTAL HEALTH SERVICES
City of Montclair**

CONSULTANT COMPENSATION

Upon receipt of an invoice and monthly report as required under the terms of this agreement, Ontario-Montclair School District will pay **ten monthly installments of \$2,700.00** (not to exceed \$27,000.00) as follows:

August, 2012

September, 2012

October, 2012

November, 2012

December, 2012

January, 2013

February, 2013

March, 2013

April, 2013

May, 2013

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-38 AMENDING AGREEMENT
NO. 12-21 WITH THE COUNTY OF
SAN BERNARDINO FOR ACCESS TO
THE SHERIFF'S AUTOMATED SYSTEMS

DATE: May 21, 2012

SECTION: AGREEMENTS

ITEM NO.: 9

FILE I.D.: PDT200

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-38 to amend the fees established in Agreement No. 12-21 for the next term of the contract with the County of San Bernardino to access the Sheriff's Automated Systems for continued exchange of criminal justice information through various local, state, and national databases.

A copy of proposed Agreement No. 12-38 is attached for the City Council's review and consideration.

BACKGROUND: The County of San Bernardino, through the Sheriff's Department, has served as the administrator for the California Law Enforcement Telecommunications System (CLETS) for many years. As such, the Sheriff's Department has facilitated the exchange of criminal offender record information and other criminal justice information between the Montclair Police Department and criminal justice agencies statewide, as well as nationwide and Canada, via the National Law Enforcement Telecommunications System (NLETS). In addition to NLETS, CLETS has a direct interface with the Federal Bureau of Investigation, National Crime Information Center, Department of Motor Vehicles, and a host of county databases.

Access to the Sheriff's Automated Systems is provided via connection to the County's wide-area network, which is covered under a separate agreement.

The term of proposed Agreement No. 12-38 would be July 1, 2012, through June 30, 2014; however, the rates below apply to Fiscal Year 2012-13 only and would be adjusted for Fiscal Year 2013-14.

FISCAL IMPACT: Annual maintenance and support costs for Fiscal Year 2012-13 would be \$2,527. Additionally, the City would be billed transaction fees for the Sheriff's Department Jail Management System, Sheriff's Central Name Index, and Property Evidence Tracking System. Transaction fees would be billed quarterly at a rate of \$.06 per transaction.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-38 amending Agreement No. 12-21 with the County of San Bernardino for access to the Sheriff's Automated Systems.

Prepared by: Judy [Signature]

Reviewed and
Approved by: [Signature]

Proofed by: Sharon [Signature]

Presented by: [Signature]

FOR COUNTY USE ONLY



County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change							
<input type="checkbox"/> Cancel							
County Department			Dept.	Orgn.	Contractor's License No.		
SHERIFF			SHR	SHR			
County Department Contract Representative			Telephone		Total Contract Amount		
GREG GARLAND			(909)387-0640		\$4,268		
			Contract Type				
<input checked="" type="checkbox"/> Revenue			<input type="checkbox"/> Encumbered			<input type="checkbox"/> Unencumbered	
						<input type="checkbox"/> Other:	
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
		07/01/11	06/30/14	\$1,741	\$2,527		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount	
AAA	AAA	SHR	200	9530	COMMSVC	\$2,527	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Project Name			Estimated Payment Total by Fiscal Year				
Sheriff's Automated Systems			FY	Amount	I/D	FY	Amount
2011-14			12	\$1,741			
			13	\$2,527			
Contract Type I			14				

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, acting by and through the Sheriff's Department ("SHERIFF") and Information Services Department ("ISD"), collectively hereinafter referred to as the COUNTY, and

Name City of Montclair hereinafter called CONTRACTOR
 Address Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763-1211
 Telephone (909) 448-3600 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

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

FIRST AMENDMENT

Contract No. _____ with the City of Montclair is hereby amended, effective July 1, 2012, by replacing Schedule A, referred to in Article II, Paragraph B, with the attached Schedule A attached hereto and incorporated herein by reference.

Except as amended, all other terms and conditions of this contract remain as stated therein.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

[This page is intentionally left blank.]

COUNTY OF SAN BERNARDINO

City of Montclair

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

By _____
Josie Gonzales, Chair, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Paul M. Eaton
(Print or type name of person signing contract)

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

Title Mayor
(Print or Type)

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Dated: 5.22.12

By _____
Deputy

Montclair Police Department
Address 4870 Arrow Highway
Montclair, CA 91763-1211

Approved as to Legal Form
By _____
County Counsel, by Steven Singley, Deputy
Date _____

Reviewed by Contract Compliance
By _____
Date _____

Presented to BOS for Signature
By _____
Department Head
Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

SCHEDULE 'A'

CITY OF MONTCLAIR, MONTCLAIR POLICE DEPARTMENT

FY 2012-13 *

**COST SCHEDULE
CHARGES FOR SHERIFF'S AUTOMATED SYSTEMS**

CLETS ANNUAL MAINTENANCE & SUPPORT COSTS:	<u>Annual Cost</u>
<u>Service</u>	
CLETS Teleprocessing Support/Maintenance Costs (\$50 per Month)	\$600
CLETS Terminal Browser Access (\$10.50 per Month per Terminal) (MT01 - MT02)	\$252
CLETS Transactions Cost (2011 data)	<u>\$1,675</u>
CLETS ANNUAL MAINTENANCE & SUPPORT COSTS:	<u>\$2,527</u>

QUARTERLY PAYMENT IN ARREARS FOR CLETS: **\$631.75**

ADDITIONALLY:

The Contractor shall be billed Transaction Fees on a monthly basis by County ISD in arrears resulting from use of the following systems:

- Sheriff's Department Jail Management System (JIMS)
- Sheriff's Central Name Index (CNI)
- Sheriff's Automated Warrants (SAW)

Property Evidence Tracking System (PETS): The Contractor shall be billed for the system transaction fees at the rate of 6 cents per transaction, billing by SHERIFF on a quarterly basis for actual usage in arrears and included with their quarterly bills for CLETS.

* The rates on this page are for the fiscal year 2012-13 only and will be adjusted each fiscal year.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-39 WITH CALIFORNIA BAPTIST UNIVERSITY TO IMPLEMENT A CLINICAL FIELD EXPERIENCE PROGRAM AT THE MONTCLAIR MEDICAL CLINIC

DATE: May 21, 2012
SECTION: AGREEMENTS
ITEM NO.: 10
FILE I.D.: HSV043
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-39 with California Baptist University (CBU) for implementation of a university-level field placement program for nursing students at the Montclair Medical Clinic.

A copy of proposed Agreement No. 12-39 is attached for the City Council's review and consideration.

BACKGROUND: The California Baptist University has presented the City with an Agreement for implementation of a field experience program to offer the school's nursing students an opportunity for community experience while working with programs at the Medical Clinic. Student(s) would assist the Medical Clinic in the areas of health assessments and home visits.

The City of Montclair would provide the field site for the University student(s) at the Medical Clinic under the supervision of the Medical Clinic Coordinator.

The term of proposed Agreement No. 12-39 would be until the contract is terminated by CBU or the City of Montclair upon provision of reasonable advance written notice.

FISCAL IMPACT: There will be no fiscal impact to the City's General Fund associated with the City Council's approval of Agreement No. 12-39.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-39 with CBU to implement a university-level field placement program for nursing students at the Montclair Medical Clinic.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Luster

Proofed by:

Christine Smulley

Presented by:

Steve Luster



MASTER CLINICAL FIELD EXPERIENCE AGREEMENT California Baptist University

This Master Clinical Field Experience Agreement (“Agreement”) is entered into this 21st day of May, 2012 (the “Effective Date”) by and between California Baptist University located in Riverside, California (“CBU”) and The City of Montclair, Medical Clinic (the “Experience Provider”) located at 5111 Benito Street, Montclair, California. CBU and Experience Provider are each a “Party” and are sometimes collectively referred to herein as the “Parties.”

1. **INTER-INSTITUTIONAL APPLICATION:** In order to facilitate clinical field experience opportunities, this Agreement is intended to govern the relationship between CBU and Experience Provider with respect to students from CBU involved in a clinical field experience arrangement with the Experience Provider.

2. **GENERAL CONSIDERATIONS:**

2.1 A clinical field experience is a cooperative program between CBU and approved Experience Providers. The Experience Providers provide supervision, facilities, and instruction which help students acquire the skills and knowledge needed in their chosen field of study or occupation.

2.2 This Agreement is for the period agreed upon between the Experience Provider and CBU.

2.3 This Agreement may be terminated by CBU or the Experience Provider for good and sufficient cause by providing reasonable advance written notice to the other.

3. **THE STUDENT AGREES TO:**

3.1 Comply with the Experience Provider’s policies and procedures.

3.2 Comply with CBU’s dress and grooming standards and honor code.

3.3 Enroll as an academic clinical field experience student and perform the duties indicated unless released by CBU and the Experience Provider.

3.4 Report serious problems, including safety and personnel problems, to CBU and the Experience Provider.

3.5 Maintain personal health insurance or student health insurance.

3.6 Obtain approval from CBU to participate in the clinical field experience program including agreeing to abide by the terms of this Agreement and to perform additional duties and responsibilities as required by CBU.

4. **THE EXPERIENCE PROVIDER AGREES TO:**

4.1 Designate an individual who will serve as the liaison with CBU and the student.

4.2 Involve the student for the entire period of clinical field experience as agreed unless this Agreement is terminated for cause pursuant to Section 2.3 above.

4.3 Give the student the opportunity to perform a variety of tasks to acquire and practice various skills.

4.4 Orient the student to the Experience Provider’s rules, policies, procedures, methods, and operations.

4.5 Provide and allow students access to parking and use of cafeteria facilities to the same extent as Experience Provider’s employees.

4.6 Evaluate the student's performance and notify CBU's Clinical Field Experience Director, as defined in Section 5.1, immediately, preferably by phone, of any cause of dissatisfaction with or of misconduct on the part of the student.

4.7 Accept the primary responsibility for supervision and control of the student at the clinical field experience site.

4.8 Allow site inspections by representatives of the Board of Registered Nursing upon request of CBU.

4.9 Indemnify, defend, and hold CBU completely harmless from any and all acts, claims, demands, or judgments arising out of Experience Provider's and/or its employees' performance under this Agreement.

5. CBU AGREES TO:

5.1 Designate a point of contact for clinical field experience (a "Clinical Field Experience Director").

5.2 Ensure CBU's School of Nursing complies with the State Board of Nursing including maintaining proper certification and licensing, curriculum, supervision of students, and programs.

5.3 Comply with all applicable regulations relating to the Health Insurance Portability and Accountability Act, as amended ("HIPAA").

5.4 Ensure students complete yearly physical examination and obtain required immunizations.

5.5 Ensure the Clinical Field Experience Director contacts the student and Experience Provider, discusses the student's progress, and advises relative to the program of study.

5.6 Ensure the Clinical Field Experience Director strives to promote harmony and cooperation between the Experience Provider, the student, and the educational institution.

5.7 Provide liability insurance for the student to cover damage or harm caused by the student in the amount of \$1,000,000 per student, per occurrence, \$3,000,000 in the aggregate, when this Agreement is signed and returned to CBU.

6. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

"EXPERIENCE PROVIDER"	"CBU"
City of Montclair, Medical Clinic	California Baptist University
By: _____	By: _____
Paul M. Eaton Mayor, City of Montclair	Title: _____
ATTEST:	Date: _____
By: _____	
Yvonne L. Smith Deputy City Clerk	
Date: _____	

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION No. 12-2946 GRANTING CITY ENGINEER MICHAEL C. HUDSON THE AUTHORITY TO REQUEST A SUPPLEMENTAL ALLOCATION FOR THE RAMONA AVENUE OVERHEAD PROJECT	DATE: May 21, 2012
	SECTION: RESOLUTIONS
	ITEM NO.: 1
	FILE I.D.: STA100
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City potentially has the ability to receive additional funds through a supplemental allocation request through the state for the Ramona Avenue/ Union Pacific Railroad Grade Separation Project. One of the requirements for the supplemental allocation request is a City Resolution requesting the supplemental allocation.

A copy of proposed Resolution No. 12-2946 granting City Engineer Hudson the authority to make a request for the supplemental allocation for the Ramona Avenue Overhead Project is attached for the City Council's review and consideration.

BACKGROUND: The California Public Utilities Commission makes available, on a competitive basis statewide, up to \$5 million for grade separation projects. The City applied for grant funding assistance several years ago for the Ramona Avenue/Union Pacific Railroad Grade Separation Project. The City's nomination ranked high and the City was subsequently awarded a \$5 million grant including a City 20 percent local match requirement.

Upon the award of the construction contract, the City was eligible to apply for reimbursement under the grant program for expenditures prior to the award. The City previously billed the state for \$4,944,000, including the local match requirement, leaving \$56,000 left to bill. Now that the project is complete and the Union Pacific Railroad contribution to the project has been determined, the City is eligible to bill for the remaining \$56,000.

FISCAL IMPACT: The City has submitted a request for a supplemental allocation for the California Public Utilities Commission's Ramona Avenue/Union Pacific Railroad Grade Separation Project grant. Although the request has already been submitted, the state requires a Resolution by the City before it can be processed further. Failure to adopt the Resolution would halt the reimbursement action.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2946 granting City Engineer Michael C. Hudson the authority to request a supplemental allocation for the Ramona Avenue Overhead Project.

Prepared by: *Michael Hudson*
Proofed by: *Ally*

Reviewed and Approved by: *M. STAATS*
Presented by: *James Stewart*

RESOLUTION NO. 12-2946

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR GRANTING AUTHORITY TO REQUEST A SUPPLEMENTAL ALLOCATION FOR THE RAMONA AVENUE OVERHEAD PROJECT

WHEREAS, Title 21, Public Works; Division 2, Department of Transportation; Chapter 13, Grade Separation Projects–Applications for Allocations or Supplemental Allocations; Article 2, Supplemental Allocations; of the California Code of Regulations sets forth the requirements for requesting a supplemental allocation; and

WHEREAS, the Ramona Avenue Overhead Project has been accepted by the City of Montclair; and

WHEREAS, the actual and final cost of the Ramona Avenue Overhead Project has been determined; and

WHEREAS, all costs set forth in the request for a supplemental allocation for the Ramona Avenue Overhead project were necessary to make a grade separation operable and effect the separation of grades; and

WHEREAS, the Union Pacific Railroad Company has contributed five (5) percent of the cost of the Ramona Avenue Overhead project in accordance with the applicable provisions of the City/Railroad New Public Highway Crossing Agreement (Construction and Maintenance Agreement) dated March 29, 2000.

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

1. City Engineer Michael C. Hudson is granted the authority to make this request for supplemental allocation for the Ramona Avenue Overhead Project.
2. The Ramona Avenue Overhead Project has been completed and has been accepted by the City of Montclair's City Council.
3. The actual and final cost of the Ramona Avenue Overhead Project has been determined and is set forth in the supplemental application.
4. All costs set forth in the request for a supplemental allocation were necessary to make the Ramona Avenue Overhead Project operable and effect the separation of grades.
5. Union Pacific Railroad has contributed 5 percent of the cost of the Ramona Avenue Overhead Project in accordance with the applicable provisions of Title 21, Public Works; Division 2, Department of Transportation; Chapter 13, Grade Separation Projects–Applications for Allocations or Supplemental Allocations; Article 2, Supplemental Allocations; of the California Code of Regulations that sets forth the requirements for requesting a supplemental allocation.

APPROVED AND ADOPTED, this XX day of XX, 2012

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2946 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
MAY 7, 2012, AT 8:50 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:50 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; and City Manager Starr

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
April 16, 2012.**

Moved by City Manager Starr, seconded by Council Member Ruh,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of April 16, 2012.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

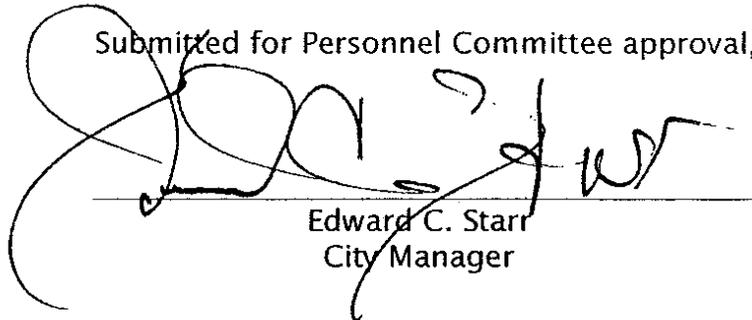
At 8:51 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 9:12 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 9:12 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

CITY OF MONTCLAIR
TREASURER'S REPORT
FOR THE MONTH ENDING
April 30, 2012

TABLE OF CONTENTS

SCHEDULE 1:

STATEMENTS OF COMPLIANCE WITH 2012 INVESTMENT POLICY AND INVESTMENT STRATEGY FOR MAY 2012

SCHEDULE 2:

STATEMENT OF CASH AND INVESTMENTS BY FUND

SCHEDULE 3:

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH

CASH AND INVESTMENTS BY ACCOUNT

**CITY OF MONTCLAIR
STATEMENTS OF COMPLIANCE WITH THE 2012 INVESTMENT POLICY
AND
INVESTMENT STRATEGY FOR MAY 2012**

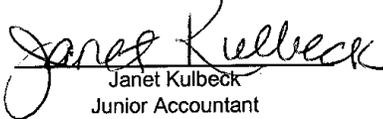
April 30, 2012

COMPLIANCE STATEMENT

As of April 30, 2012, the City had \$6,549,339 invested in long-term securities. This amount is 16.11 percent and is within the 50 percent limitation established in the 2012 investment policy.

As of April 30, 2012, the City had 83.89 percent of the total portfolio invested to mature within one year. This is more than the 15 percent minimum required by 2012 investment policy.

During April, the City was in compliance with the internal control procedures set forth in the 2012 Investment Policy.


Janet Kulbeck
Junior Accountant

INVESTMENT STRATEGY FOR THE MONTH OF MAY 2012

During May surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the 2012 Investment Policy. The City has sufficient funds available to meet expenditures during the six month period ending October 31, 2012.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF April 30, 2012

<u>Fund</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Interfund Transfers</u>	<u>Ending Balance</u>
General Fund	\$574,939.45	\$3,404,535.40	\$3,355,882.76	\$236,100.00	\$859,692.09
Gas Tax Fund	\$2,761,973.62	\$193,581.85	\$102,167.16	(\$607,343.64)	\$2,246,044.67
Measure I Fund	\$839,733.53	\$32,204.01	\$0.00	\$0.00	\$871,937.54
Traffic Safety Fund	\$254,630.90	\$7,991.90	\$122.00	(\$230,100.00)	\$32,400.80
Park Development Fund	\$421,716.32	\$1,173.50	\$28,589.74	\$0.00	\$394,300.08
C.D.B.G. Fund	(\$118,671.33)	\$0.00	\$0.00	\$0.00	(\$118,671.33)
Air Quality Improvement Trust Fund	\$85,175.31	\$1,581.62	\$3,173.19	\$0.00	\$83,583.74
Older American Fund	(\$15,859.17)	\$11,194.43	\$10,210.99	\$0.00	(\$14,875.73)
Forfeiture Fund - State	\$4,044.66	\$0.00	\$0.00	\$0.00	\$4,044.66
OCJP Grant Fund	(\$76,718.53)	\$0.00	\$0.00	\$0.00	(\$76,718.53)
SB 509 Public Safety Fund	(\$153,338.56)	\$18,874.00	\$56,802.72	\$0.00	(\$191,267.28)
Forfeiture Fund - Federal	\$0.00	\$0.00	\$0.00	\$2,428.98	\$2,428.98
Section 11489 Subfund	\$20,398.17	\$0.00	\$0.00	\$0.00	\$20,398.17
Federal Forfeiture Fund - Treasury	\$1,274.42	\$1,385.21	\$0.00	(\$2,428.98)	\$230.65
School Districts Grant Fund	(\$640,925.60)	\$0.00	\$5,011.11	\$0.00	(\$645,936.71)
State Supplemental Law Enforcement Fund	\$101,419.19	\$639.00	\$19,905.80	\$0.00	\$82,152.39
Local Law Enforcement Block Grant	\$115,150.43	\$0.00	\$0.00	\$0.00	\$115,150.43
Crime Prevention Fund	\$11,170.05	\$66.95	\$0.00	\$0.00	\$11,237.00
Recycling Grant	\$2,624.53	\$0.00	\$0.00	\$0.00	\$2,624.53
Human Services Grant Fund	\$674,330.79	\$155,921.01	\$139,959.15	\$0.00	\$690,292.65
California Nutrition Network Grant Fund	(\$34,475.25)	\$0.00	\$4,417.11	\$0.00	(\$38,892.36)
Human Services Special Revenue Grant	(\$17,072.20)	\$10,543.14	\$10,239.90	\$0.00	(\$16,768.96)
Fire Department Grants	\$8,995.00	\$0.00	\$0.00	\$0.00	\$8,995.00
Office of Traffic Safety Grant Fund	\$2,917.67	\$0.00	\$0.00	\$0.00	\$2,917.67
Paramedic Fund	(\$76,023.51)	\$6,655.51	\$13,124.57	\$0.00	(\$82,492.57)
Ramona Ave. Grade Separation	\$1,282,731.00	\$0.00	\$0.00	\$0.00	\$1,282,731.00
Monte Vista Ave. Grade Separation	(\$1,201,413.18)	\$0.00	\$0.00	\$0.00	(\$1,201,413.18)
Police Facility Capital Project	(\$27,094.45)	\$0.00	\$0.00	\$0.00	(\$27,094.45)
Senior/Youth Center Capital Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Parking Lot Expansion Capital Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Projects	\$22,701,075.78	\$0.00	\$2,560.00	\$0.00	\$22,698,515.78
2005 lease Revenue Bond Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Maintenance Fund	\$621,020.57	\$238,958.19	\$165,101.65	\$2,328.27	\$697,205.38
C.B.M.W.D. Agency	\$2,669,062.74	\$21,795.86	\$0.00	(\$2,328.27)	\$2,688,530.33
Developer Impact Fees - Local	\$267,050.54	\$7,085.25	\$0.00	\$184,927.46	\$459,063.25
Developer Impact Fees - Region	\$603,169.07	\$16,107.47	\$0.00	\$416,416.18	\$1,035,692.72
Burrtec Pavemnet Impace Fee	\$0.00	\$13,943.61	\$0.00	\$0.00	\$13,943.61
Equipment Replacement Fund	\$1,209,720.85	\$0.00	\$17.00	\$0.00	\$1,209,703.85
Infrastructure Fund	\$956,674.51	\$0.00	\$8,399.09	\$0.00	\$948,275.42
Employee Benefits Self-Ins. Fund	\$93,823.74	\$59,848.15	\$138,823.20	\$0.00	\$14,848.69
General Liab. Self-Insurance Fund	\$191,371.27	\$0.00	\$424.56	\$0.00	\$190,946.71
Contingency Fund	\$6,040,647.72	\$505,625.00	\$500,199.00	\$0.00	\$6,046,073.72
Refuse Fee Impound Fund	\$477,964.58	\$0.00	\$1,099.87	\$0.00	\$476,864.71
Youth Sponsorship Fund	\$86,291.24	\$0.00	\$0.00	\$0.00	\$86,291.24
City Facility Improvement Fund	(\$206,607.50)	\$0.00	\$0.00	\$0.00	(\$206,607.50)
TOTALS	<u>\$40,512,898.37</u>	<u>\$4,709,711.06</u>	<u>\$4,566,230.57</u>	<u>\$0.00</u>	<u>\$40,656,378.86</u>

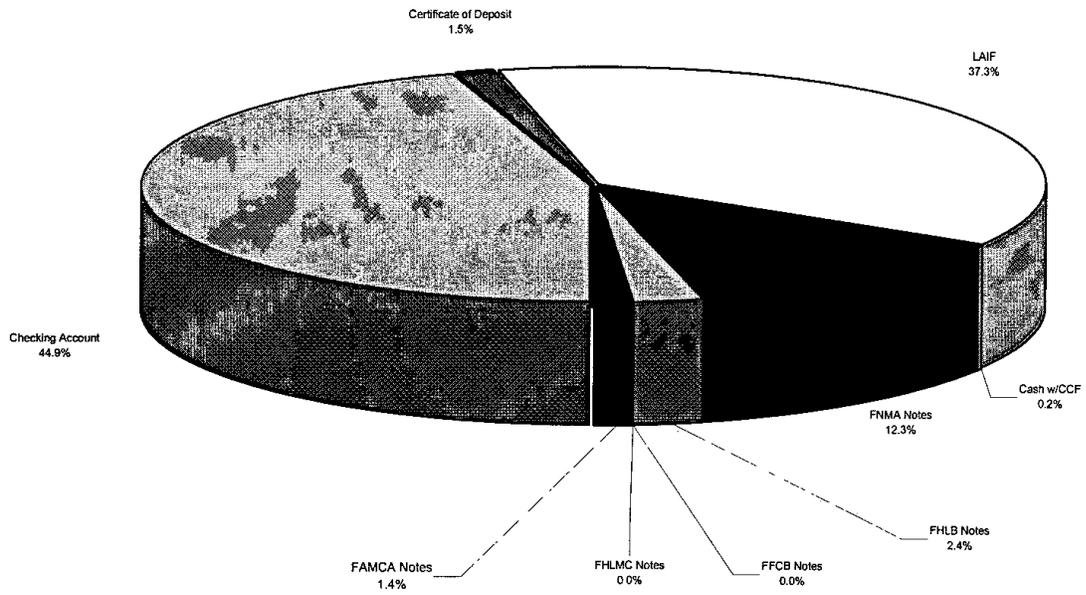
CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF April 30, 2012

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Wells Fargo Bank				0.500%		\$ 18,248,122.94	
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
CD - Metlife Bank		11/10/10	11/12/13	1.300%	240,000.00	240,000.00	
CD - GE Money Bank		11/12/10	05/12/13	1.000%	240,000.00	240,000.00	
CD - Ally Bank		11/12/10	11/12/13	1.350%	148,000.00	148,000.00	
Local Agency Investment Fund (LAIF)				0.370%	15,144,625.82	15,144,625.82	
Cash w/California Community Foundation				Unknown	86,291.24	86,291.24	
					\$ 15,858,917.06	\$ 15,858,917.06	
U.S. AGENCY SECURITIES (1 to 3 years)							
					\$ 0.00	\$ 0.00	
U.S. AGENCY SECURITIES (Over 3 Years)							
FAMCA	550,000	04/14/11	2/3/2014	1.340%	657,331.74	549,338.86	
FHLB	500,000	06/27/11	03/27/15	1.300%	501,140.00	500,000.00	
FNMA	1,000,000	06/29/11	06/29/16	2.000%	1,003,960.00	1,000,000.00	
FNMA	1,000,000	07/19/11	07/19/16	2.125%	1,019,090.00	1,000,000.00	
FNMA	500,000	07/27/11	07/27/16	2.000%	502,355.00	500,000.00	
FHLB	500,000	08/10/11	08/10/16	1.000%	501,255.00	500,000.00	
FNMA	1,000,000	08/24/11	08/24/16	1.375%	1,002,620.00	1,000,000.00	
FNMA	1,000,000	09/14/11	09/14/16	1.050%	1,002,820.00	1,000,000.00	
FNMA	500,000	09/28/11	09/28/16	1.000%	501,275.00	500,000.00	
					\$ 6,591,846.74	\$ 6,549,338.86	
TOTAL						\$ 40,656,378.86	

Current market values obtained from First Tennessee Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY ACCOUNT
April 30, 2012

Total Cash & Investments \$40,656,379



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
TREASURER'S REPORT**

FOR THE MONTH ENDING

April 30, 2012

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS BY FUND

SCHEDULE 2 - STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT

CASH AND INVESTMENTS BY ACCOUNT GRAPH

Schedule 1

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY FUND
April 30, 2012**

PROJECT AREA NO. I

Low Income	\$	159,682.92	
Tax Increment		92,527.83	
Operating		<u>(20,662.48)</u>	\$ 231,548.27

PROJECT AREA NO. II

Special Housing	\$	0.00	
Low Income		0.00	
Tax Increment		0.00	
Operating		<u>(3,921.33)</u>	\$ -3,921.33

PROJECT AREA NO. III

Low Income	\$	3,884,951.70	
Tax Increment		1,367,608.11	
Operating		<u>338,574.15</u>	\$ 5,591,133.96

PROJECT AREA NO. IV

Low Income	\$	762,856.63	
Tax Increment		1,449,823.48	
Operating		<u>129,363.86</u>	\$ 2,342,043.97

PROJECT AREA NO. V

Low Income	\$	2,855,245.00	
Tax Increment		4,536,440.70	
Operating		<u>992,651.45</u>	\$ 8,384,337.15

MISSION BLVD JOINT PROJECT

Low-Moderate Housing	\$	502,087.49	
Tax Increment		494,912.45	
Operating		<u>36,776.60</u>	\$ 1,033,776.54

TOTAL CASH & INVESTMENTS BY FUND

\$ 17,578,918.56

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT
April 30, 2012**

	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account				
Wells Fargo, 984-002113		0.05%	\$ 14,578,584.11	\$ 14,578,584.11
Cash and Investments				
LAIF		0.35%	762.54	762.54
FNMA Note (Fund 2540)	09/20/13	1.000%	499,906.62	499,571.91
FHLMC Note (Fund 2540)	07/11/14	1.125%	500,710.00	500,000.00
FHLMC Note (Fund 2350)	01/09/15	0.850%	1,002,350.00	1,000,000.00
FHLMC Note (Fund 2540)	01/09/15	0.850%	1,002,350.00	1,000,000.00
TOTAL CASH & INVESTMENTS BY ACCOUNT			\$ 17,584,663.27	\$ 17,578,918.56

NHPH - Cash with Fiscal Agent as of 6/30/11

Wells Fargo, 193-9320899 (RDA Revolving)	0.050%	89,046.36	\$ 89,046.36
Wells Fargo, 193-9320881 (Housing Oper)	0.050%	16,971.90	\$ 16,971.90

Current market values obtained from First Tennessee Bank.

NOTE:

Pursuant to the Successor Agency's 2012 Investment Policy, all moneys exclusive of tax exempt bond proceeds which are invested pursuant to the bond indenture, are invested in banks, the Local Agency Investment Fund and in securities with maturities of no greater than three years.

The Successor Agency has sufficient funds available to meet expenditures during the six-month period ending October 31, 2012.

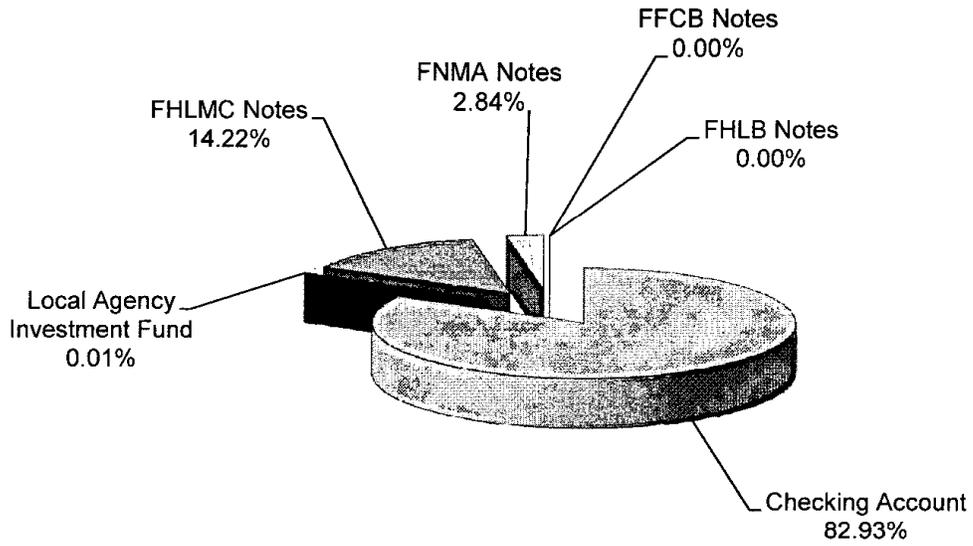
During April, the Successor Agency was in compliance with the internal control procedures set forth in the 2012 Investment Policy.



Michael Piotrowski
Senior Accountant

CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY
CASH AND INVESTMENTS BY ACCOUNT GRAPH
April 30, 2012

Total Cash & Investments - \$17,578,919



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
WARRANT REGISTER**

FOR THE MONTH ENDING

April 30, 2012

City of Montclair
 Final Warrant Register
 Council Date 5/21/12
 Regular Warrants
 Checking Account: Successor to the RDA

	Warrants	Wire Transfers ****	Voided Checks	Electronic AP	Area Totals
Project Area I	0.00	0.00	0.00	0.00	0.00
Project Area II	0.00	0.00	0.00	0.00	0.00
Project Area III	4,599.53	0.00	0.00	0.00	4,599.53
Project Area IV	0.00	0.00	0.00	0.00	0.00
Project Area V	915.71	0.00	0.00	0.00	915.71
Project Area VI - Mission Blvd	0.00	0.00	0.00	0.00	0.00
	5,515.24	0.00	0.00	0.00	

April 2012 Total

5,515.24

Vice Chairperson Raft

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 5/21/12
REGULAR WARRANTS
CHECKING ACCOUNT: Success Agency

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2320	Project Area III Operating Fun	4,503.53
2350	Project Area III Low-Mod Housi	96.00
2520	Project Area V Operating Fund	823.71
2540	Project Area V Tax Increment F	92.00
	Report Total:	5,515.24

Accounts Payable

Voucher Register By Vendor Number

User: mpiotrowski
 Printed: 05/14/2012 - 2:08 PM



Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007388	Buch002	2520-4319-60020-400	4113 Kingsley - Debris removal-new fence	032312-M	03/23/2012		04/12/2012	748.71	7388
	Buchbinder Maintenance, Inc.								
							Voucher: 007388	748.71	
007389	Firs014	2350-0000-37010-300	FTB Safekeeping Fees 12/26/11-3/25/12	5038900	03/25/2011		04/12/2012	96.00	7389
	First Tennessee Bank								
007389	Firs014	2540-0000-37010-300	FTB Safekeeping Fees 12/26/11-3/25/12	5038900	03/25/2011		04/12/2012	92.00	7389
	First Tennessee Bank								
							Voucher: 007389	188.00	
007390	Land012	2520-4319-52990-400	4113 Kingsley - March 2012	4113/4/12	04/01/2012		04/12/2012	75.00	7390
	Landscape Maintenance Unlimite								
							Voucher: 007390	75.00	
007391	Sout023	2320-4319-60020-400	4434 Bonnie Brae - Check Irrigation	16996	03/26/2012		04/12/2012	1,853.53	7391
	Southern California Landscape								
007391	Sout023	2320-4319-60020-400	Foundation Area 11 for March 2012	17009	03/30/2012		04/12/2012	2,650.00	7391
	Southern California Landscape								
							Voucher: 007391	4,503.53	
							Report Total:	5,515.24	

**CITY OF MONTCLAIR
HOUSING CORPORATION
TREASURER'S REPORT
FOR THE MONTH ENDING**

April 30, 2012

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT

CASH AND INVESTMENTS BY ACCOUNT GRAPH

**CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT
April 30, 2012**

	<u>Interest Rate</u>	<u>Amount</u>
Checking Account		
Wells Fargo, 0654-893023	0.05%	\$ 1,311,951.47
Cash and Investments		
LAIF	0.35%	\$ 1,572,330.50
TOTAL CASH & INVESTMENTS BY ACCOUNT		\$ <u>2,884,281.97</u>

NOTE:

Pursuant to the Corporation's 2012 Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

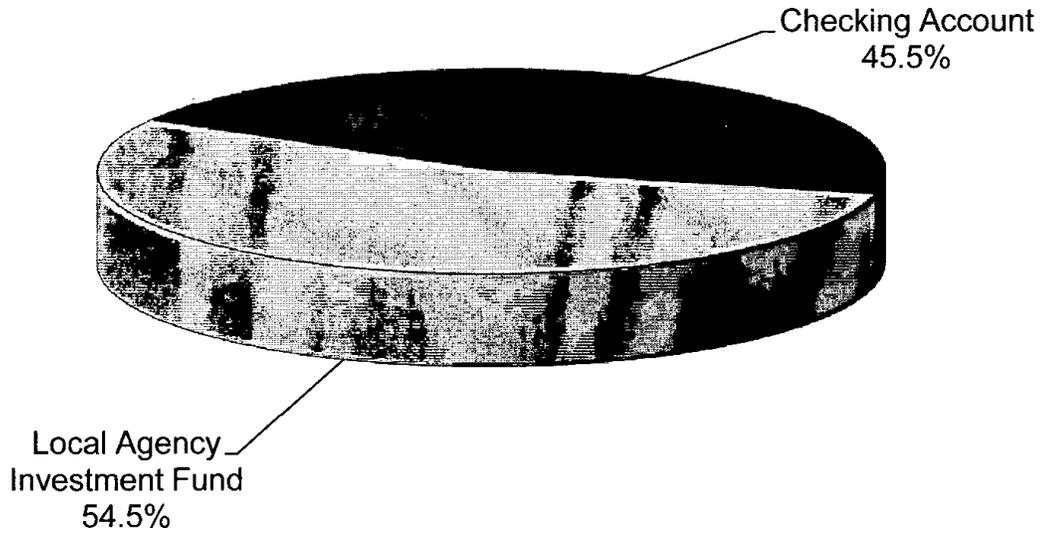
The Corporation has sufficient funds available to meet expenditures during the six-month period ending October 31, 2012.

During April 2012, the Corporation was in compliance with the internal control procedures set forth in the 2012 Investment Policy.


 Janet Kulbeck
 Junior Accountant

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS BY ACCOUNT GRAPH
April 30, 2012**

Total Cash & Investments - \$2,884,282



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER
FOR THE MONTH ENDING**

April 30, 2012

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: May 21, 2012
REGULAR WARRANTS
CHECKING ACCOUNT: MHC

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
3001	General Fund	28,218.41
	Report Total:	28,218.41

Vice Chairperson - Raft

Accounts Payable

Voucher Register By Vendor Number



User: mpiotrowski
 Printed: 05/09/2012 - 3:20 PM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003108	land012	3001-1001-56100-400	10079 Central-03/2012	10079/4/12	04/01/2012		04/05/2012	105.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-1002-56100-400	10087 Central-03/2012	10087/4/12	04/01/2012		04/05/2012	105.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-1009-56100-400	10215 Central-03/2012	10215/4/12	04/01/2012		04/05/2012	135.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-1004-56100-400	10235 Central-03/2012, gopher	10235/4/12	04/01/2012		04/05/2012	175.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-1013-56100-400	10291 Greenwood-03/2012, gopher	10291/4/12	04/01/2012		04/05/2012	165.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2003-56100-400	10313 Amherst-03/2012	10313/4/12	04/01/2012		04/05/2012	140.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2001-56100-400	10323 Amherst-03/2012	10323/4/12	04/01/2012		04/05/2012	140.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2007-56100-400	10330 Amherst-03/2012	10330/4/12	04/01/2012		04/05/2012	140.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2002-56100-400	10333 Amherst-03/2012	10333/4/12	04/01/2012		04/05/2012	140.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2009-56100-400	10333 Pradera-03/2012	10333P/4/12	04/01/2012		04/05/2012	140.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2006-56100-400	10380 Amherst-03/2012	10380/4/12	04/01/2012		04/05/2012	140.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2010-56100-400	10380 Pradera-03/2012	10380P/4/12	04/01/2012		04/05/2012	25.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2011-56100-400	10390 Pradera-03/2012	10380P/4/12	04/01/2012		04/05/2012	25.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2004-56100-400	10383 Amherst-03/2012	10383/4/12	04/01/2012		04/05/2012	140.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2008-56100-400	10390 Amherst-03/2012	10390/4/12	04/01/2012		04/05/2012	140.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2005-56100-400	10410 Amherst-03/2012	10410/4/12	04/01/2012		04/05/2012	140.00	3108
		Landscape Maintenance Unlimite							
003108	land012	3001-2030-56100-400	4275 Kingsley-03/2012	4275/4/12	04/01/2012		04/05/2012	140.00	3108
		Landscape Maintenance Unlimite							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003108	land012	3001-2020-56100-400	4791 Canoga-sprinkler repair	4791/4/12	04/01/2012		04/05/2012	175.00	3108
003108	land012	3001-3001-56100-400	4811 Canoga-03/2012	4811/4/12	04/01/2012		04/05/2012	75.00	3108
003108	land012	3001-3001-56100-400	4820 Canoga-03/2012	4820/4/12	04/01/2012		04/05/2012	150.00	3108
003108	land012	3001-1011-56100-400	5225 Palo Verde-03/2012	5225/4/12	04/01/2012		04/05/2012	110.00	3108
003108	land012	3001-1005-56100-400	5290 Orchard-03/2012	5290/4/12	04/01/2012		04/05/2012	110.00	3108
003108	land012	3001-1502-56100-400	9010 Fremont-03/2012, gopher	9010/4/12	04/01/2012		04/05/2012	115.00	3108
003108	land012	3001-1501-56100-400	9448 Carrillo-03/2012, gopher	9448/4/12	04/01/2012		04/05/2012	80.00	3108
003108	land012	3001-1014-56100-400	9944 Central-03/2012	9644/4/12	04/01/2012		04/05/2012	110.00	3108
003108	land012	3001-1006-56100-400	9741 Central-03/2012	9741/4/12	04/01/2012		04/05/2012	100.00	3108
003108	land012	3001-1007-56100-400	9751 Central-03/2012	9751/4/12	04/01/2012		04/05/2012	100.00	3108
003108	land012	3001-1008-56100-400	9761 Central-03/2012	9761/4/12	04/01/2012		04/05/2012	100.00	3108
003108	land012	3001-1003-56100-400	9815 Central-03/2012	9815/4/12	04/01/2012		04/05/2012	115.00	3108
003108	land012	3001-1010-56100-400	9945 Central-03/2012, gopher	9945/4/12	04/01/2012		04/05/2012	80.00	3108
003108	land012	3001-1015-56100-400	9963 Central-03/2012	9963/4/12	04/01/2012		04/05/2012	115.00	3108
								Voucher: 003108	3,670.00
003109	Mont002	3001-1003-56020-400	9815 Central-010112-022912	005254 03/12	03/01/2012		04/05/2012	84.66	3109
003109	Mont002	3001-1005-56020-400	5290 Orchard-010112-022912	005941 03/12	03/01/2012		04/05/2012	84.66	3109
003109	Mont002	3001-1002-56020-400	10087 Central-010112-022912	008156 03/12	03/01/2012		04/05/2012	84.66	3109
003109	Mont002	3001-1001-56020-400	10079 Central-010112-022912	008157 03/12	03/01/2012		04/05/2012	84.66	3109
003109	Mont002	3001-1008-56020-400	9761 Central-010112-022912	012565 03/12	03/01/2012		04/05/2012	84.66	3109
003109	Mont002	3001-1007-56020-400	9751 Central-010112-022912	012567 03/12	03/01/2012		04/05/2012	84.66	3109
003109	Mont002	3001-1006-56020-400	9741 Central-010112-022912	012584 03/12	03/01/2012		04/05/2012	84.66	3109

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003109	Mont002	3001-1010-56020-400	9945 Central-010112-022912	013220	03/12	03/01/2012	04/05/2012	84.66	3109
	City of Montclair								
003109	Mont002	3001-1011-56020-400	5225 Palo Verde-010112-022912	013553	03/12	03/01/2012	04/05/2012	84.66	3109
	City of Montclair								
003109	Mont002	3001-1501-56020-400	9448 Carrillo-010112-022912	014651	03/12	03/01/2012	04/05/2012	84.66	3109
	City of Montclair								
003109	Mont002	3001-1015-56020-400	9963 Central-010112-022912	017666	03/12	03/01/2012	04/05/2012	84.66	3109
	City of Montclair								
003109	Mont002	3001-1014-56020-400	9644 Central-010112-022912	017746	03/12	03/01/2012	04/05/2012	84.66	3109
	City of Montclair								
003109	Mont002	3001-1502-56020-400	9010 Fremont-010112-022912	045202	03/12	03/01/2012	04/05/2012	84.66	3109
	City of Montclair								
003109	Mont002	3001-1017-56020-400	5444 Palo Verde-010112-022912	047407	03/12	03/01/2012	04/05/2012	84.66	3109
	City of Montclair								
								1,185.24	
Voucher: 003109									
003110	Mont074	3001-1017-56020-400	5444 Palo Verde-010712-030612	01101801	03/12	03/06/2012	04/05/2012	35.52	3110
	Monte Vista Water District								
003110	Mont074	3001-1501-56020-400	9448 Carrillo-010712-030612	01113202	03/12	03/06/2012	04/05/2012	87.37	3110
	Monte Vista Water District								
003110	Mont074	3001-1011-56020-400	5225 Palo Verde-010712-030612	01305203	03/12	03/06/2012	04/05/2012	97.06	3110
	Monte Vista Water District								
003110	Mont074	3001-1014-56020-400	9644 Central-010712-030612	01307103	03/12	03/06/2012	04/05/2012	158.06	3110
	Monte Vista Water District								
003110	Mont074	3001-1003-56020-400	9815 Central-011212-031112	03213204	03/12	03/11/2012	04/05/2012	157.38	3110
	Monte Vista Water District								
003110	Mont074	3001-1008-56020-400	9761 Central-011212-031112	03214211	03/12	03/11/2012	04/05/2012	103.29	3110
	Monte Vista Water District								
003110	Mont074	3001-1007-56020-400	9751 Central-011212-031112	03214408	03/12	03/11/2012	04/05/2012	145.03	3110
	Monte Vista Water District								
003110	Mont074	3001-1006-56020-400	9741 Central-011212-031112	03214608	03/12	03/11/2012	04/05/2012	84.63	3110
	Monte Vista Water District								
003110	Mont074	3001-1005-56020-400	5290 Orchard-011412-031312	04702105	03/12	03/13/2012	04/05/2012	145.77	3110
	Monte Vista Water District								
003110	Mont074	3001-1002-56020-400	10087 Central-011412-031312	04702203	03/12	03/13/2012	04/05/2012	109.97	3110
	Monte Vista Water District								
003110	Mont074	3001-1001-56020-400	10079 Central-011412-031312	04702301	03/12	03/13/2012	04/05/2012	120.51	3110
	Monte Vista Water District								
003110	Mont074	3001-1015-56020-400	9963 Central-011412-031312	04703501	03/12	03/13/2012	04/05/2012	90.85	3110
	Monte Vista Water District								
003110	Mont074	3001-1010-56020-400	9945 Central-011212-031112	04703707	03/12	03/13/2012	04/05/2012	64.65	3110
	Monte Vista Water District								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
							Voucher: 003110	1,400.09	
003111	SBCTx001	3001-1017-52610-400	5444 Palo Verde #1008-383-16-0-000	110541493	04/05/2012		04/05/2012	233.15	3111
003111	SBCTx001	3001-2009-52610-400	10333 Pradera #1009-521-39-0-000	110546626	04/05/2012		04/05/2012	1,140.45	3111
							Voucher: 003111	1,373.60	
003112	sout018	3001-3001-56020-400	4811 Canoga Gate-021012-031312	2024259988 03	03/14/2012		04/05/2012	24.48	3112
003112	sout018	3001-3001-56020-400	4820 Canoga-021012-031312	2038187969 03	03/14/2012		04/05/2012	387.48	3112
003112	sout018	3001-3001-56020-400	4811 Canoga-021012-031312	2038188173 03	03/14/2012		04/05/2012	209.60	3112
003112	sout018	3001-2010-56020-400	10380 Pradera-020912-031212	2185722790 03	03/13/2012		04/05/2012	28.35	3112
003112	sout018	3001-2011-56020-400	10390 Pradera-020912-031212	2185722824 03	03/13/2012		04/05/2012	56.75	3112
003112	sout018	3001-2006-56020-400	10380 Amherst-020912-031212	2315790089 03	03/14/2012		04/05/2012	46.09	3112
003112	sout018	3001-2005-56020-400	10410 Amherst-020912-031212	2315792325 03	03/14/2012		04/05/2012	38.05	3112
003112	sout018	3001-2006-56020-400	10380 Amherst-020912-031212	2315959668 03	03/15/2012		04/05/2012	40.87	3112
003112	sout018	3001-2007-56020-400	10330 Amherst-020912-031212	2315959668 03	03/15/2012		04/05/2012	35.51	3112
003112	sout018	3001-1017-56020-400	5444 1/2 Palo Verde-021312-031312	2336647847 03	03/14/2012		04/05/2012	6.31	3112
							Voucher: 003112	873.49	
003113	Sout021	3001-3001-56020-400	4811 Canoga-021312-031512	15782395006 03	03/19/2012		04/05/2012	210.29	3113
003113	Sout021	3001-3001-56020-400	4820 Canoga-021312-031512	15782395006 03	03/19/2012		04/05/2012	247.94	3113
003113	Sout021	3001-2008-56020-400	10390 Amherst-021412-031512	19572389179 03	03/19/2012		04/05/2012	52.66	3113
							Voucher: 003113	510.89	
003114	Buch002	3001-2030-56100-400	4275 Kingsley-shower doors, electrical	03512-m	04/05/2012		04/19/2012	398.64	3114

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
							Voucher: 003118	706.60	
003119	Mont002	3001-2010-56020-400	10380 Amherst 020112-033112	010822	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
003119	Mont002	3001-2011-56020-400	10390 Amherst 020112-033112	010824	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
003119	Mont002	3001-2030-56020-400	4275 Kingsley 020112-033112	010825	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
003119	Mont002	3001-2002-56020-400	10333 Amherst 020112-033112	010827	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
003119	Mont002	3001-3001-56020-400	4820 Canoga 020112-033112	010828	04/12	04/03/2012	04/26/2012	592.62	3119
	City of Montclair								
003119	Mont002	3001-3001-56020-400	4820 Canoga 020112-033112	010829	04/12	04/03/2012	04/26/2012	592.62	3119
	City of Montclair								
003119	Mont002	3001-3001-56020-400	4811 Canoga 020112-033112	010830	04/12	04/03/2012	04/26/2012	592.62	3119
	City of Montclair								
003119	Mont002	3001-3001-56020-400	4811 Canoga 020112-033112	010831	04/12	04/03/2012	04/26/2012	592.62	3119
	City of Montclair								
003119	Mont002	3001-2004-56020-400	10383 Amherst 020112-033112	012600	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
003119	Mont002	3001-2003-56020-400	10313 Amherst 020112-033112	012601	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
003119	Mont002	3001-1009-56020-400	10215 Central 020112-033112	013293	04/12	04/03/2012	04/26/2012	84.66	3119
	City of Montclair								
003119	Mont002	3001-2020-56020-400	4791 Canoga 020112-033112	013386	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
003119	Mont002	3001-1013-56020-400	10291 Greenwood 020112-033112	013555	04/12	04/03/2012	04/26/2012	84.66	3119
	City of Montclair								
003119	Mont002	3001-2006-56020-400	10380 Amherst 020112-033112	013584	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
003119	Mont002	3001-2007-56020-400	10330 Amherst 020112-033112	013961	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
003119	Mont002	3001-2008-56020-400	10390 Amherst 020112-033112	017175	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
003119	Mont002	3001-2009-56020-400	10333 Pradera 020112-033112	047446	04/12	04/03/2012	04/26/2012	338.64	3119
	City of Montclair								
							Voucher: 003119	6,264.84	
003120	Mont043	3001-2010-56060-400	10380 Pradera-Apr 2012	Apr 2012		04/26/2012	04/26/2012	50.00	3120
	Montclair Meadows Owners Assoc								
003120	Mont043	3001-2011-56060-400	10390 Pradera-Apr 2012	Apr 2012		04/26/2012	04/26/2012	50.00	3120
	Montclair Meadows Owners Assoc								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003120	Mont043	3001-2010-56060-400	10380 Pradera-May 2012	May 2012	04/26/2012		04/26/2012	50.00	3120
	Montclair Meadows Owners Assoc								
003120	Mont043	3001-2011-56060-400	10390 Pradera-May 2012	May 2012	04/26/2012		04/26/2012	50.00	3120
	Montclair Meadows Owners Assoc								
								Voucher: 003120	200.00
003121	mont074	3001-1004-56020-400	10235 Central 020412-040312	05511605 04/12	04/03/2012		04/26/2012	511.44	3121
	Monte Vista Water District								
003121	mont074	3001-1009-56020-400	10215 Central 020412-040312	05512008 04/12	04/03/2012		04/26/2012	213.29	3121
	Monte Vista Water District								
003121	mont074	3001-1013-56020-400	10291 Greenwood 020412-040312	06201005 04/12	04/03/2012		04/26/2012	441.08	3121
	Monte Vista Water District								
003121	mont074	3001-2010-56020-400	10380 Pradera 020712-040512	06704405 04/12	04/03/2012		04/26/2012	247.84	3121
	Monte Vista Water District								
003121	mont074	3001-2011-56020-400	10390 Pradera 020712-040512	06704505 04/12	04/03/2012		04/26/2012	189.39	3121
	Monte Vista Water District								
003121	mont074	3001-2009-56020-400	10333 Pradera 020712-040512	06705404 04/12	04/03/2012		04/26/2012	161.18	3121
	Monte Vista Water District								
003121	mont074	3001-2030-56020-400	4275 Kingsley 020712-040512	06708102 04/12	04/05/2012		04/26/2012	179.31	3121
	Monte Vista Water District								
003121	mont074	3001-2007-56020-400	10330 Amherst 020712-040512	06708202 04/12	04/05/2012		04/26/2012	193.43	3121
	Monte Vista Water District								
003121	mont074	3001-2006-56020-400	10380 Amherst 020712-040512	06708703 04/12	04/05/2012		04/26/2012	268.00	3121
	Monte Vista Water District								
003121	mont074	3001-2008-56020-400	10390 Amherst 020712-040512	06708805 04/12	04/05/2012		04/26/2012	173.28	3121
	Monte Vista Water District								
003121	mont074	3001-2005-56020-400	10410 Amherst 020712-040512	06711505 04/12	04/05/2012		04/26/2012	270.01	3121
	Monte Vista Water District								
003121	mont074	3001-2004-56020-400	10383 Amherst 020712-040512	06713506 04/12	04/05/2012		04/26/2012	217.61	3121
	Monte Vista Water District								
003121	mont074	3001-2002-56020-400	10333 Amherst 020712-040512	06714001 04/12	04/05/2012		04/26/2012	314.22	3121
	Monte Vista Water District								
003121	mont074	3001-2001-56020-400	10323 Amherst 020712-040512	06714105 04/12	04/05/2012		04/26/2012	179.31	3121
	Monte Vista Water District								
003121	mont074	3001-2003-56020-400	10313 Amherst 020712-040512	06714206 04/12	04/05/2012		04/26/2012	245.83	3121
	Monte Vista Water District								
003121	mont074	3001-2020-56020-400	4791 Canoga 020712-040512	06912003 04/12	04/03/2012		04/26/2012	268.00	3121
	Monte Vista Water District								
003121	mont074	3001-3001-56020-400	4820 Canoga 020712-040512	07001602 04/12	04/05/2012		04/26/2012	330.47	3121
	Monte Vista Water District								
003121	mont074	3001-3001-56020-400	4820 Canoga 020712-040512	07001802 04/12	04/05/2012		04/26/2012	199.47	3121
	Monte Vista Water District								
003121	mont074	3001-3001-56020-400	4811 Canoga 020712-040512	07002002 04/12	04/05/2012		04/26/2012	239.78	3121
	Monte Vista Water District								

Report Total: * 28,218.41