

CITY OF MONTCLAIR

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

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

June 18, 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/MHA 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 and Successor Agency, Montclair Housing Corporation, and Montclair Housing Authority Boards 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 - None

VI. PUBLIC COMMENT

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

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

VII. PUBLIC HEARINGS

- A. Consider Adoption of Resolution No. 12-2952 Approving, Authorizing, and Directing Execution of Agreement No. 12-55, 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, Monterey Manor Mobile Home Estates, and Hacienda Mobile Home Park [CC/MHA]

Consider Adoption of Resolution No. 12-02, a Resolution of the Montclair Housing Authority Approving, Authorizing, and Directing Execution of (A) Directions to Redeem Prior Bonds Issued By the City of Montclair Redevelopment Agency to Assist in Financing the Villa Montclair Mobile Home Park, Monterey Manor Mobile Home Estates, and Hacienda Mobile Home Park; (B) Releases of Regulatory Agreement No. 99-49 Regarding Villa Montclair Mobile Home Park, Release of Regulatory Agreement No. 00-125 Regarding Monterey Manor Mobile Home Estates, and Release of Regulatory Agreement No. 02-144 Regarding Hacienda Mobile Home Park and Declarations of Restrictive Covenants Recorded on the Projects in Connection With the Issuance of the Prior Bonds; (C) Assignment and Assumption Agreement No. 12-56 Regarding Villa Montclair Mobile Home Park, Assignment and Assumption Agreement No. 12-57 Regarding Monterey Manor Mobile Home Estates, and Assignment and Assumption Agreement No. 12-58 regarding Hacienda Mobile Home Park With Respect to the Assignment of Certain Loans Previously Made By the City of Montclair Redevelopment Agency to Augusta Communities LLC as the New Owner of the Project; and (D) Subordination Agreement No. 12-59 Regarding Villa Montclair Mobile Home Park, Subordination Agreement No. 12-60 Regarding Monterey Manor Mobile Home Estates, and Subordination Agreement No. 12-61 Regarding Hacienda Mobile Home Park With Respect to Such Loans Previously Made By the City of Montclair Redevelopment Agency [CC/MHA]

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VIII. CONSENT CALENDAR

- A. Approval of Minutes

- 1 Minutes of the Regular Joint Council/Successor Agency Board/MHC Board Meeting of June 4, 2012 [CC/SRDA/MHC]

- B. Administrative Reports

- 1. Consider Receiving and Filing of Treasurer's Report [CC] 21
 - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 22
 - 3. Consider Receiving and Filing of Treasurer's Report [SRDA] 23

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5. Consider Approval of Agreement No. 12-53 With Catering Systems, Inc., to Provide Meals for the City's Senior Citizen Nutrition Program [CC]	129
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Consider Setting a Public Hearing to Consider the Vacation of the Alley East of Mills Avenue Between Bonnie Brae Street and San Jose Street [CC] 165
5. Consider Adoption of Resolution No. 12-2956 Adopting the City of Montclair Fiscal Year 2012-13 Annual Budget [CC] 171
6. Consider Adoption of Resolution No. 12-2957 Calling and Giving Notice of the Holding of a General Municipal Election to Be Held on Tuesday, November 6, 2012, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Related to General Law Cities [CC]

Consider Adoption of Resolution No. 12-2958 Adopting the Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at an Election to Be Held on Tuesday, November 6, 2012 [CC]

Consider Adoption of Resolution No. 12-2959 Requesting the Board of Supervisors of the County of San Bernardino to Consolidate a General Municipal Election to Be Held on Tuesday, November 6, 2012, With the Presidential General Election to Be Held on the Date Pursuant to Section 10403 of the California Elections Code [CC] 174
7. Consider Montclair Housing Corporation Board of Directors' Adoption of Resolution No. 12-01 Adopting the Fiscal Year 2012-13 Budget for the Montclair Housing Corporation [MHC] 182
8. Consider Adoption of Resolution No. 12-06, a Resolution of the City of Montclair, Acting as Successor Agency to the City of Montclair Redevelopment Agency, Approving the Successor Agency's Administrative Budgets Pursuant to Health and Safety Code Section 34177(j); Approving Agreement No. 12-49, an Agreement with the City of Montclair for Reimbursement of Costs and City/Successor Agency Operations Loan Pursuant to Health and Safety Code Section 34171; and Making Certain Other Findings in Connection Therewith [SA] 184

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE – None

XI. COMMUNICATIONS

A. City Attorney

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/MHC Board

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

1. Minutes of the Personnel Committee Meeting of June 4, 2012

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XII. TERMINATION APPEAL HEARING OF GUILLE GHIA PATTON

(Council may consider continuing this item to an adjourned meeting on Wednesday, June 27, 2012, at 6:00 p.m. in the City Council Chambers.)

XIII. ADJOURNMENT OF CITY COUNCIL AND SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS

The next regularly scheduled City Council, Successor Agency, Montclair Housing Corporation, and Montclair Housing Authority meetings will be held on Monday, July 2, 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, Montclair Housing Corporation Board, or Montclair Financing Authority 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 June 14, 2012.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-2952 APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF AGREEMENT NO. 12-55, 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, MONTEREY MANOR MOBILE HOME ESTATES, AND HACIENDA MOBILE HOME PARK

DATE: June 18, 2012

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: MHP090/060/030

DEPT.: CITY/MHA

CONSIDER ADOPTION OF RESOLUTION NO. 12-02, A RESOLUTION OF THE MONTCLAIR HOUSING AUTHORITY APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF (A) DIRECTIONS TO REDEEM PRIOR BONDS ISSUED BY THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY TO ASSIST IN FINANCING THE VILLA MONTCLAIR MOBILE PARK, MONTEREY MANOR MOBILE HOME ESTATES, AND HACIENDA MOBILE HOME PARK, (B) RELEASES OF REGULATORY AGREEMENT NO 99-49 REGARDING VILLA MONTCLAIR MOBILE HOME PARK, RELEASE OF REGULATORY AGREEMENT NO 00-125 REGARDING MONTEREY MANOR MOBILE HOME ESTATES, AND RELEASE OF REGULATORY AGREEMENT NO. 02-144 REGARDING HACIENDA MOBILE HOME PARK AND DECLARATIONS OF RESTRICTIVE COVENANTS RECORDED ON THE PROJECTS IN CONNECTION WITH THE ISSUANCE OF THE PRIOR BONDS, (C) ASSIGNMENT AND ASSUMPTION AGREEMENT NO 12-56 REGARDING VILLA MONTCLAIR MOBILE HOME PARK, ASSIGNMENT AND ASSUMPTION AGREEMENT NO. 12-57 REGARDING MONTEREY MANOR MOBILE HOME ESTATES, AND ASSIGNMENT AND ASSUMPTION AGREEMENT NO 12-58 REGARDING HACIENDA MOBILE HOME PARK WITH RESPECT TO THE ASSIGNMENT OF CERTAIN LOANS PREVIOUSLY MADE BY THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY TO AUGUSTA COMMUNITIES LLC AS THE NEW OWNER OF THE PROJECT, AND (D) SUBORDINATION AGREEMENT NO 12-59 REGARDING VILLA MONTCLAIR MOBILE HOME PARK, SUBORDINATION AGREEMENT NO. 12-60 REGARDING MONTEREY MANOR MOBILE HOME ESTATES, AND SUBORDINATION AGREEMENT NO 12-61 REGARDING HACIENDA MOBILE HOME PARK WITH RESPECT TO SUCH LOANS PREVIOUSLY MADE BY THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: _____ Presented by: _____

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 for the purpose of refinancing debt, directing cash flow to fund Residual Receipts Loans and resident service programs, and funding additional capital improvement projects. Three of these parks, including Villa Montclair Mobile Home Park, Monterey Manor Mobile Home Estates, and Hacienda Mobile Home Park, are located in Montclair; and one park is located in Yucaipa.

Augusta Communities LLC is proposing refinancing the current debt on its parks with bonds issued by the Independent Cities Finance Authority ("ICFA"), a 70-member third-party joint powers association that specializes in financing nonprofit mobile home parks projects and protecting its members' low- and moderate-income affordable housing programs.

Before the ICFA will issue bonds, the Augusta Communities LLC is requesting the City of Montclair become a member of the ICFA through the adoption of Resolution No. 12-2952 and hold the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Hearing pursuant to Chapter 8 of Part 5 of Division 31 of the California Health and Safety Code approving the issuance of the mobile home park revenue refunding bonds and other related actions.

As City Council is aware, the City of Montclair Redevelopment Agency no longer exists pursuant to AB 1X 26. The Montclair Housing Authority became the housing successor agency to the City of Montclair Redevelopment Agency. As prior loans were made by the City of Montclair Redevelopment Agency from the Low- to Moderate-Income Housing Fund, Augusta Communities LLC is requesting the Montclair Housing Authority Board of Directors to consider adoption of Resolution No. 12-02. This Resolution would approve and authorize execution of a series of documents necessary for Augusta Communities LLC to issue debt through the ICFA.

Pertinent documents and the agreements related to membership in the ICFA, the Assignment and Assumption Agreements, and the Subordination Agreements are included in the agenda packet for consideration by the City Council and Montclair Housing Authority Board of Directors.

BACKGROUND:

Former City of Montclair Redevelopment Agency and Augusta Communities/Augusta Homes

In the late 1990s the City of Montclair City Council adopted a policy that enabled the Redevelopment Agency to assist in the acquisition of the City's mobile home parks for the purpose of maintaining the affordability of mobile home park rents for residents of the parks. Working with a nonprofit organization, the Redevelopment Agency would issue tax exempt mortgage revenue bonds and assist the nonprofit with capital improvements needed in the mobile home parks. The nonprofit would agree to abide by the City's rent control ordinance as related to mobile home parks and agreed to allow the residents to become more involved in operation of the parks. Three mobile home parks were acquired and operated by Augusta Homes and Augusta Communities (collectively, "Augusta Communities"), two related nonprofit organizations that share a common Board of Directors, pursuant to this policy. The three mobile home parks provide low- and moderate-income housing under California Planning and Zoning Law and Community Redevelopment Law. Affordable Housing Agreements with Augusta Communities were recorded on the mobile home parks by the Redevelopment Agency. A description of the three mobile home parks follows:

Villa Montclair Mobile Home Park – Villa Montclair is a 97-space family park with approximately 270 residents purchased by Augusta Communities in 1999. The park is 99 percent occupied. Ninety-four percent of the households are lower income. The average rent is \$494 per month. All mobile home park rents in the City of Montclair are controlled by the City's rent control ordinance, and can be increased each year by 80 percent of CPI. Augusta Communities offers rental assistance to qualified households, has not always increased rents as much as permitted under the ordinance, and in special circumstances, offers emergency financial assistance to park residents. Other park programs include educational scholarships, park social events such as campouts, movie nights, pool and holiday parties, and summer youth camps. An expanded resident services program would be possible with the proposed refinancing. Augusta Communities' purchase of the Villa Montclair was financed with \$3,645,000 in mobile home park revenue bonds issued by the Agency and governed by the project's Indenture, Loan Agreement, and Regulatory Agreement, and a Residual Receipts Loan of \$325,000 governed by the project's Affordable Housing Agreement. The Affordable Housing Agreement \$325,000 Residual Receipts Loan is secured by a deed of trust, bears an interest rate of two percent (2%) per annum, and is paid from the residual receipts produced from the operation of the park. The Residual Receipts Promissory Note is subordinate to all other project financing and is nonrecourse to Augusta Communities. The outstanding balance on the Residual Receipts Loan is \$358,000 including principal and interest. Under the Affordable Housing Agreement, Augusta Communities is also obligated to make an annual Payment In-Lieu of Taxes in the amount of \$4,425 out of residual receipts. The total amount of In-Lieu fees that have been paid to the City of Montclair is \$48,675. Since 1999, \$602,500 in capital improvements have been completed in the park, and there is \$254,000 on reserve for future projects, which would stay with the park in the proposed refinancing.

Monterey Manor Mobile Home Estates – Monterey Manor is a 140-space family park purchased by Augusta Communities in 2000 with over 400 residents. The park is 100 percent occupied. Ninety percent of the households are lower income. The average rent is \$555 per month. Rents are controlled by the City rent control ordinance and can be increased each year by 80 percent of CPI. Monterey Manor offers the same rental assistance and resident services programs as Villa Montclair, which as in the other parks, would be expanded with the refinancing. The Agency issued bonds in the approximate amount of \$6,360,000 that are governed by the project's Indenture, Loan Agreement, and Regulatory Agreement, and a Residual Receipts Loan of \$750,000 governed by the project's Affordable Housing Agreement. The Affordable Housing Agreement's \$750,000 Residual Receipts Loan is secured by a deed of trust, bears an interest rate of two percent (2%) per annum, and is paid from the residual receipts produced from the operation of the park. The Residual Receipts Promissory Note is subordinate to all other project financing and is nonrecourse. The outstanding balance on the Residual Receipt Loan is \$818,000, including principal and interest. Under the Affordable Housing Agreement, Augusta Communities is also obligated to make an annual Payment In-Lieu of Taxes in the amount of \$6,900 from residual receipts. The total amount of In-Lieu fees that have been paid to the City of Montclair is \$75,900. Since 2001, over \$600,000 in capital improvements have been completed in the park, and there is \$410,000 on reserve for future projects, which will stay with the park in the proposed refinancing.

Hacienda Mobile Home Park – Hacienda is a 204-space family park purchased by Augusta Homes in 2002 with over 400 residents. The park is 100 percent occupied. Eighty-four percent of the households are lower income. The average rent is \$534 per month. Rents are controlled by the City rent control ordinance and can be increased each year by 80 percent of

CPI. As in the other parks, more rental assistance and resident service programs would be offered in Hacienda with the ICFA financing. The Agency issued bonds in the approximate amount of \$10,750,000 that are governed by the project's Indenture, Loan Agreement, and Regulatory Agreement, and a Residual Receipts Loan of \$1,400,000 governed by the project's Affordable Housing Agreement. The Agency also placed \$200,000 in the project's Coverage Fund to improve the interest rate for the project. These funds are held by the Trustee and with interest the balance in the fund has grown to \$219,000. The Affordable Housing Agreement's \$1,400,000 Residual Receipts Loan is secured by a deed of trust, bears an interest rate of two percent (2%) per annum, and is paid from the residual receipts produced from the operation of the park. The Residual Receipts Promissory Note is subordinate to all other project financing and is nonrecourse. The outstanding balance on the Residual Receipt Loan is \$1,652,000, including principal and interest. Under the Affordable Housing Agreement, Augusta Communities is also obligated to make an annual Payment In-Lieu of Taxes in the amount of \$8,600. The total amount of In-Lieu fees that have been paid to the City of Montclair is \$86,000. Since 2002, over \$950,000 in capital improvements have been completed in the park, and there is \$135,000 on reserve for future projects, which will stay with the park in the proposed refinancing.

Public Hearing

The required TEFRA public hearing on this item is intended to comply with the public notice requirements of Section 127(f) of the Internal Revenue Code of 1986, as amended. The mobile home parks will be required to remain occupied, in part, by persons of low and very low income in accordance with California Laws and the requirements of Section 145 of the Internal Revenue Code of 1986, as amended.

Joint Powers Authority Agreement No. 12-55 with Independent Cities Finance Authority

The Independent Cities Finance Authority (ICFA) was 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; to provide for home mortgage financing with respect to Members or Associate Members; to provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of 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 finance tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multifamily rental housing, including mobile home parks, under the provision of Chapter 8 of Part 5 of Division 31 of the Health and Safety Code. In order for the proposed financing to be eligible for ICFA financing, the City must become a Member or Associate Member of ICFA.

Proposed Refinancing

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. Augusta Communities LLC indicates the proposed refinancing would provide funding for an expanded resident services program and would fully fund a ten-year capital improvement program for Villa Montclair, Monterey Manor, and Hacienda mobile home parks. Augusta Communities LLC believes the proposed financing

would provide greater resources to repay the existing Residual Receipts Loans related to the Affordable Housing Agreements and provides additional security for the affordability provisions of the project.

Under the proposed financing structure, the obligation for financial oversight related to the bonds and income and affordability oversight related to the Regulatory Agreement would be transferred from the to the Montclair Housing Authority (successor housing agency to the City of Montclair Redevelopment Agency) ("Authority") to ICFA. The City would continue to enforce the City's Rent Control Ordinance and monitor compliance with the Affordable Housing Agreement. Neither the faith and/or the credit of either the City or the Montclair Housing Authority would be used to secure the bonds, and neither would have any obligation with respect to the bonds repayment.

As part of the original projects, Augusta Communities entered into Regulatory Agreements and Affordable Housing Agreements with the City of Montclair Redevelopment Agency. Both agreements required the parks to be owned, managed, and operated as well-maintained affordable housing residential rental projects. Under the new financing, the obligation for Augusta Communities to operate the projects as well-maintained affordable housing does not change.

The affordability and maintenance obligations that are required under the existing Agency/ Authority Regulatory Agreements are released by the Agency/Authority but then reimposed by the ICFA regulatory agreements. This is accomplished through the Release of Regulatory Agreement under consideration.

The affordability, maintenance, and Residual Receipts Loan obligations under the Affordable Housing Agreement do not change and remain entirely intact. Augusta Communities LLC submits that with the refinancing of the bonds, the ability to make payments on the bonds is improved; so the obligations in the Affordable Housing Agreement, including the Residual Receipts Loans, are in a stronger position. It is anticipated that the cash flow generated under the new financing structure would enable full payments each year under the Residual Receipts Loan. Under the existing financial structure, the cash flow only supported partial payments. Under both financing structures, the bondholders are represented by a third-party trustee. If there is a problem with the payment of either of the bonds, the bond trustee would have the right to call the bonds regardless of which entity is the issuer. Under the new financing structure, instead of the obligations being subordinate to the bondholders of the exiting Agency/Authority bonds, they are subordinate to the bondholders of the ICFA bonds.

Augusta Communities LLC has requested that the ICFA 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 refunding the previous bonds, financing capital improvements and paying certain costs of issuance. The new bonds will have a 35-year term with an estimated average coupon of 5.5 percent, based on today's market. The interest rate on the existing bonds issued by the Redevelopment Agency ranged from 6.05 percent to 6.40 percent with 18- to 25-year terms.

Montclair Housing Authority Resolution No. 12-02

Resolution No. 12-02 would provide for the Montclair Housing Authority, acting solely in its capacity as Successor Housing Agency to the former City of Montclair Redevelopment Agency, to take several actions including the consideration of Subordination, Assignment, and Assumption Agreements of the former Redevelopment Agency loans; assignments of the obligations of Augusta Communities and Augusta Homes to Augusta Communities LLC; and other related documentation necessary for the refinancing as described below:

Directions to Redeem Bonds - The Directions to Redeem Bonds is a document signed by Augusta Communities LLC and the Montclair Housing Authority to instruct the Trustee to call the outstanding bonds issued by the Redevelopment Agency for redemption and give notice of such redemption on the Defeasance Date in accordance with the governing Indenture. There are three notices, one for each bond issue.

Release of Regulatory Agreements - The Release of Regulatory Agreements is a document signed by Augusta Communities LLC, the Montclair Housing Authority, and the Trustee to release the bond regulatory agreements that are recorded on the projects. ICFA would enter into new bond regulatory agreements for each project in connection with the issuance of the refunding bonds. There are three Release of Regulatory Agreements, one for each bond issue.

Assignment and Assumption Agreements - The Assignment and Assumption Agreements will be signed by the Augusta Communities, Augusta Homes, Augusta Communities LLC, and the Montclair Housing Authority to assign the existing Residual Receipts Loans that were made by the Redevelopment Agency to the Augusta Communities LLC. The Assignment and Assumption Agreements are Agreement Nos. 12-56, 12-57, and 12-58.

Subordination Agreements - The Subordination Agreements would be signed by the Montclair Housing Authority and the Trustee to amend and or subordinate the Affordable Housing Agreement and existing Residual Receipts Loans that were made by the Redevelopment Agency to the new bond financing. Through the Subordination Agreement, Augusta Communities LLC agrees to remain responsible for the Residual Receipts Loans. There are three Subordination Agreements. Agreement Nos. 12-59, 12-60, and 12-61, one for each bond issue.

FISCAL IMPACT: Adoption of proposed City Council Resolution No. 12-2952 and Montclair Housing Authority Resolution No. 12-02 and the issuance of bonds by ICFA will not obligate the City or Montclair Housing Authority financially. The Residual Receipts Loans and Property Tax Payments in Lieu would still remain payable by Augusta Communities LLC.

There is \$219,000 currently held in the Hacienda Mobile Home Park Coverage Fund. These funds would be returned to the Montclair Housing Authority.

RECOMMENDATION: It is recommended that the City Council consider adoption of Resolution No. 12-2952 approving, authorizing, and directing execution of Agreement No. 12-55, an Associate Membership Agreement with the Independent Finance Authority to refinance previously issued Mobile Home Park Revenue Bonds for Villa Montclair Mobile Home Park, Monterey Manor Mobile Home Estates, and Hacienda Mobile Home Park.

It is further recommended that Montclair Housing Authority Board of Directors consider adoption of Resolution No. 12-02, a Resolution approving, authorizing, and directing execution of (A) Directions to Redeem Prior Bonds Issued by the City of Montclair Redevelopment Agency to assist in financing the Villa Montclair Mobile Home Park, the Monterey Manor Mobile Home Estates, and the Hacienda Mobile Home Park; (B) release of Regulatory Agreement No. 99-49 regarding Villa Montclair Mobile Home Park, release of Regulatory Agreement No. 00-125 regarding Monterey Manor Mobile Home Estates, and release of Regulatory Agreement No. 02-144 regarding Hacienda Mobile Home Park and Declarations of Restrictive Covenants recorded on the projects in connection with the issuance of the prior bonds; (C) Assignment and Assumption Agreement No. 12-56 regarding Villa Montclair Mobile Home Park, Assignment and Assumption Agreement No. 12-57 regarding Monterey Manor Mobile Home Estates, and Assignment and Assumption Agreement No. 12-58 regarding Hacienda Mobile Home Park with respect to the assignment of certain loans previously made by the City of Montclair Redevelopment Agency to Augusta Communities LLC as the new owner of the projects; and (D) Subordination Agreement No. 12-59 regarding Villa Montclair Mobile Home Park, Subordination Agreement No. 12-60 regarding Monterey Manor Mobile Home Estates, and Subordination Agreement No. 12-61 regarding Hacienda Mobile Home Park with respect to such loans previously made by the City of Montclair Redevelopment Agency.

RESOLUTION NO. 12-2952

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF AGREEMENT NO. 12-55, 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, MONTEREY MANOR MOBILE HOME ESTATES, AND HACIENDA MOBILE HOME PARK

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 Park (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 related 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

RESOLUTION NO. 12-02

A RESOLUTION OF THE MONTCLAIR HOUSING AUTHORITY APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF (A) DIRECTIONS TO REDEEM PRIOR BONDS ISSUED BY THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY TO ASSIST IN FINANCING THE VILLA MONTCLAIR MOBILE HOME PARK, THE MONTEREY MANOR MOBILE HOME ESTATES, AND THE HACIENDA MOBILE HOME PARK; (B) RELEASE OF REGULATORY AGREEMENT NO. 99-49 REGARDING VILLA MONTCLAIR MOBILE HOME PARK, RELEASE OF AGREEMENT NO. 00-125 REGARDING MONTEREY MANOR MOBILE HOME ESTATES, RELEASE OF AGREEMENT NO. 02-144 REGARDING HACIENDA MOBILE HOME PARK AND DECLARATIONS OF RESTRICTIVE COVENANTS RECORDED ON THE PROJECTS IN CONNECTION WITH THE ISSUANCE OF THE PRIOR BONDS; (C) ASSIGNMENT AND ASSUMPTION AGREEMENT NO. 12-56 REGARDING VILLA MONTCLAIR MOBILE HOME PARK, ASSIGNMENT AND ASSUMPTION AGREEMENT NO. 12-57 REGARDING MONTEREY MANOR MOBILE HOME ESTATES, AND AGREEMENT NO. 12-58 REGARDING HACIENDA MOBILE HOME PARK WITH RESPECT TO THE ASSIGNMENT OF CERTAIN LOANS PREVIOUSLY MADE BY THE MONTCLAIR RDA TO AUGUSTA COMMUNITIES LLC AS THE NEW OWNER OF THE PROJECT; AND (D) SUBORDINATION AGREEMENT NO. 12-59 REGARDING VILLA MONTCLAIR MOBILE HOME PARK, SUBORDINATION AGREEMENT NO. 12-60 REGARDING MONTEREY MANOR MOBILE HOME ESTATES, AND SUBORDINATION AGREEMENT NO. 12-61 REGARDING HACIENDA MOBILE HOME PARK WITH RESPECT TO SUCH LOANS PREVIOUSLY MADE BY THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY

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 "Prior Bonds") pursuant to an Indenture of Trust dated as of July 1, 1999, an Indenture of Trust dated as of December 1, 2000, and an Indenture of Trust dated as of November 1, 2002, respectively, (collectively, the "Prior Indentures"), each between the Montclair RDA and The Bank of New York Mellon Trust Company, N.A. (successor trustee to BNY Western Trust Company), in such capacity (the "Prior Trustee"), and loaned the proceeds of the Prior Bonds to Augusta Communities, a California nonprofit public benefit corporation (formerly known as Augusta Homes Villa Montclair Corporation) ("Augusta Communities"), and Augusta Homes, a California nonprofit public benefit corporation ("Augusta Homes" and, together with Augusta Communities, the "Prior Borrowers"), as applicable, in order to provide financing with respect to the acquisition and development of the Villa Montclair Mobile Home Park (the "Villa Montclair Project"), the Monterey Manor Mobile Home Estates (the "Monterey Manor Project") and the Hacienda Mobile Home Park (the "Hacienda Project" and, collectively with the Villa Montclair Project and the Monterey Manor Project, the "Projects"), each located in the City of Montclair (the "City"); and

WHEREAS, the Montclair RDA previously entered into an Affordable Housing Agreement dated as of November 1, 2002, (the "Hacienda Affordable Housing Agreement") with Augusta Homes pursuant to which the Montclair RDA provided a loan in

the initial amount of \$1,000,000 (the "Montclair RDA Hacienda Loan") to provide additional financing with respect to the acquisition and rehabilitation of the Hacienda Project as further evidenced and secured by a residual receipts promissory note (the "Montclair RDA Hacienda Loan Note"), a related Memorandum of Agreement dated as of November 1, 2002 (the "Hacienda Memorandum of Agreement"), and a Deed of Trust, Security Agreement, and Fixture Filing (With Assignment of Rents) dated as of November 1, 2002 (the "Montclair RDA Hacienda Loan Mortgage") encumbering the Hacienda Project; and

WHEREAS, the Montclair RDA previously entered into an Affordable Housing Agreement dated as of December 1, 2000 (the "Monterey Manor Affordable Housing Agreement") with Augusta Communities pursuant to which the Montclair RDA provided a loan in the initial amount of \$750,000 (the "Montclair RDA Monterey Manor Loan") to provide additional financing with respect to the acquisition and rehabilitation of the Monterey Manor Project as further evidenced and secured by a residual receipts promissory note (the "Montclair RDA Monterey Manor Loan Note"); a related Memorandum of Agreement dated as of December 1, 2000 (the "Monterey Manor Memorandum of Agreement"); and a Deed of Trust, Security Agreement, and Fixture Filing (With Assignment of Rents) dated as of December 1, 2000 (the "Montclair RDA Monterey Manor Loan Mortgage") encumbering the Monterey Manor Project; and

WHEREAS, the Montclair RDA previously entered into an Affordable Housing Agreement dated as of July 1, 1999 (the "Villa Montclair Affordable Housing Agreement" and, collectively with the Hacienda Affordable Housing Agreement and the Monterey Manor Affordable Housing Agreement, the "Affordable Housing Agreements") with Augusta Communities pursuant to which the Montclair RDA provided a loan in the initial amount of \$325,000 (the "Montclair RDA Villa Montclair Loan" and, collectively with the Montclair RDA Hacienda Loan and the Montclair RDA Monterey Manor Loan, the "Montclair RDA Loans") to provide additional financing with respect to the acquisition and rehabilitation of the Villa Montclair Project as further evidenced and secured by a residual receipts promissory note (the "Montclair RDA Villa Montclair Loan Note" and, collectively with the Montclair RDA Hacienda Loan Note and the Montclair RDA Monterey Manor Loan Note, the "Montclair RDA Loan Notes"), a related Memorandum of Agreement dated as of July 1, 1999 (the "Villa Montclair Memorandum of Agreement" and, collectively with the Hacienda Memorandum of Agreement and the Monterey Manor Memorandum of Agreement, the "Memorandums of Agreement"), and a Deed of Trust, Security Agreement, and Fixture Filing (With Assignment of Rents) dated as of July 1, 1999 (the "Montclair RDA Villa Montclair Loan Mortgage" and, collectively with the Montclair RDA Hacienda Loan Mortgage and the Montclair RDA Monterey Manor Loan Mortgage, the "Montclair RDA Loan Mortgages") encumbering the Villa Montclair Project; and

WHEREAS, the Independent Cities Finance Authority, a joint powers authority organized and existing under the laws of the State of California (the "Authority"), proposes to issue its Mobile Home Park Revenue Refunding Bonds (Augusta Homes Mobile Home Park Pool) Series 2012A (the "Series A Bonds") and its Mobile Home Park Subordinate Revenue Refunding Bonds (Augusta Homes Mobile Home Park Pool) Series 2012B (Federally Taxable) (the "Series B Bonds" and, together with the Series A Bonds, the "Bonds") and loan the proceeds thereof to Augusta Communities LLC, a California limited liability company (the "Borrower") to (i) refund the Prior Bonds; (ii) finance

certain renovations and improvements to the Projects; and (iii) fund certain reserves and (iv) finance the costs of issuing the Bonds; and

WHEREAS, to facilitate the refunding of the Prior Bonds with the proceeds of the Bonds, the Borrower has requested that the City provide its written consent to certain redemption direction letters to the Prior Trustee (the "Directions to Redeem the Prior Bonds"), forms of which are now before the City Council; and

WHEREAS, in connection with issuance of the Series A Bonds, the Authority and the Borrower will enter into a regulatory agreement and declaration of restrictive covenants to be entered into with respect to each Project setting forth certain covenants and agreements necessary to maintain the tax-exempt status of the Series A Bonds; and

WHEREAS, in connection with the refunding of the Prior Bonds, the Borrower has requested that the City, as the successor to the Montclair RDA, agree to release the existing regulatory agreements recorded on the Projects pursuant to a Release of Regulatory Agreement and Declaration of Restrictive Covenants with respect to each Project (collectively, the "Releases of Prior Regulatory Agreements"), forms of which are now before the Montclair Housing Authority Board of Directors; and

WHEREAS, in connection with the refinancing of the Prior Bonds, ownership in the Projects will be transferred to the Borrower; and

WHEREAS, in connection with the transfer of ownership in the Projects to the Borrower, the Borrower proposes to assume the obligations of Augusta Homes and Augusta Communities, as applicable, with respect to the Affordable Housing Agreements, the Memorandums of Agreement, the Montclair RDA Loans, the Montclair RDA Loan Notes and the Montclair RDA Loan Mortgages pursuant to an Assignment and Assumption Agreement to be entered into with respect to each Project (collectively, the "Assignment and Assumption Agreements"), forms of which are now before the City Council; and

WHEREAS, in order to facilitate the issuance and sale of the Bonds, the Owner has requested that the City, as the successor to the Montclair RDA, agree to subordinate the Affordable Housing Agreements, the Memorandums of Agreement, the Montclair RDA Loans, the Montclair RDA Loan Notes and the Montclair RDA Loan Mortgages pursuant to a Subordination Agreement to be entered into with respect to each Project (collectively, the "Subordination Agreements"), forms of which are now before the City Council; and

WHEREAS, the Montclair Housing Authority has determined that the issuance of the Bonds to refinance the Prior Bonds and to finance additional renovations to the Projects will benefit the tenants residing therein and will benefit the City by improving the affordable housing available within the City.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Montclair Housing Authority does hereby find and determine as follows:

Section 1. The Montclair Housing Authority Board of Directors hereby approves the execution of the Directions to Redeem the Prior Bonds, the Releases of Prior Regulatory Agreements, the Assignment and Assumption Agreements, and the Subordination Agreements, in substantially the forms on file with the City Clerk, with such changes as are not inconsistent with the purposes of this Resolution. The Chairman, Executive Director, Secretary, and any other proper officers and officials of the Montclair Housing Authority are hereby authorized to execute the same on behalf of the Montclair Housing Authority. The Chairman, Executive Director, Secretary, and any other proper officers and officials of the Montclair Housing Authority are hereby authorized and directed to take all steps on behalf of the City to perform and discharge the obligations of the City under said instruments.

Section 2. The adoption of this Resolution shall not obligate the Montclair Housing Authority or any department thereof to (i) provide any additional financing with respect to the Projects; or (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 operation of the Projects.

Section 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this XX day of XX, 2012.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Montclair Housing Authority, DO HEREBY CERTIFY that Resolution No. 12-02 was adopted by the Montclair Housing Authority Board of Directors at a regular meeting thereof 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
Secretary

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: June 18, 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 May 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending May 31, 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 May 31, 2012.

Prepared by:

Michael Piotrowski

Proofed by:

[Signature]

Reviewed and
Approved by:

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** June 18, 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 June 18, 2012, and Payroll Documentation dated May 6, 2012; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated June 18, 2012, totals \$887,957.29. The Payroll Documentation dated May 6, 2012, totals \$582,032.52, with \$410,359.93 being the total cash disbursement.

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

Prepared by: <u><i>Gronne Smith</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>Andrew Phillips</i></u>	Presented by: <u><i>[Signature]</i></u>

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: June 18, 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 May 31, 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 May 31, 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 May 31, 2012.

Prepared by:

Michael Pietroski

Reviewed and
Approved by:

Proofed by:

[Signature]

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** June 18, 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 May 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 05.01.12-05.31.12 in the amounts of \$128.02 for Project I; \$0.00 for Project II; \$4,399,758.49 for Project III; \$662,586.02 for Project IV; \$478,332.01 for Project V; and \$2,277,939.72 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 May 31, 2012.

Prepared by:

Michael Piotrowski
[Signature]

Reviewed and
Approved by:

[Signature]
[Signature]

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: June 18, 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 May 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending May 31, 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 May 31, 2012.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** June 18, 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 May 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 05.01.12-05.31.12 in the amount of \$103,559.11 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 May 31, 2012:

Prepared by:

Michael Piotrowski

Proofed by:

[Signature]

Reviewed and
Approved by:

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING THE MAYOR TO SIGN AN EASEMENT DOCUMENT GRANTING AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR ELECTRICAL FACILITIES ON CITY PROPERTY AT FIRE STATION NO. 1	DATE: June 18, 2012 SECTION: ADMIN. REPORTS ITEM NO.: 7 FILE I.D.: UTL060A DEPT.: PUBLIC WORKS
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REASON FOR CONSIDERATION: As part of Tract No. 18213, the Paseos Project, electrical service to Fire Station No. 1 needs to be rerouted. The new routing requires an easement from the City. Easements require City Council approval.

BACKGROUND: The development of the Paseos Project at the northeast corner of Monte Vista Avenue and Moreno Street is expected to begin this summer. Prior to the approval of the Paseos Project, the site was occupied by a shopping center. Electrical service to the center also included services to an automotive service center (still existing) and Fire Station No. 1. The services were within easements, but the easements did not have a significant impact on the large, open parking fields associated with the shopping center. That will not be the case with the much denser developed Paseos Project.

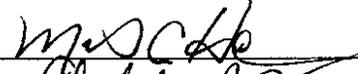
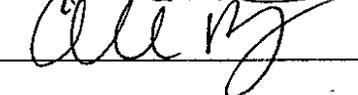
Southern California Edison (SCE) has developed a design that reroutes electrical service to Fire Station No. 1 from Arrow Highway. The alignment selected by SCE minimizes impacts to the fire station operations and has been reviewed and approved by the Fire Chief.

During construction there will be a brief interruption of power to Fire Station No. 1. The interruption could be as long as a half day. The fire station is equipped with an emergency backup generator, and the generator will power the full station during the power outage.

A joint use agreement between the City and SCE will also be required at some point, but it is still being developed. According to an SCE representative, the joint use agreement is typically not prepared until the substructures work is near completion. The joint use agreement will require City Council review at a later date.

FISCAL IMPACT: All construction costs associated with the rerouting of electrical power to Fire Station No. 1 will be paid by GLJ Partners, the developer of the Paseos Project. SCE will be responsible for recordation costs associated with the grant of easement. The only anticipated cost to the City is the fuel usage by the backup generator, and GLJ Partners has offered to reimburse the City for those costs.

RECOMMENDATION: Staff recommends the City Council authorize the Mayor to sign an easement document granting an easement to Southern California Edison for electrical facilities on City property at Fire Station No. 1.

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

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Ontario	WORK ORDER TD404171	IDENTITY N/A	MAP SIZE
SCE Company		FIM 214-2091-0	APPROVED: REAL PROPERTIES	BY SLS/VW	DATE 5/22/12
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 1008-011-25			

CITY OF MONTCLAIR, a municipal corporation (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

THE NORTHERLY 8.00 FEET OF THE WESTERLY 14.00 FEET OF THE EASTERLY 53.00 FEET OF PARCEL 9, PARCEL MAP NO. 10434, AS PER MAP FILED IN BOOK 132, PAGES 44 THROUGH 46 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO, THE WESTERLY 6.00 FEET OF THE EASTERLY 83.00 FEET OF THE NORTHERLY 118.00 FEET OF SAID PARCEL 9.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

State of California)
)
County of _____)

On _____ before me, _____, personally
(here insert name and title of the officer)

appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

State of California)
)
County of _____)

On _____ before me, _____, personally
(here insert name and title of the officer)

appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

H 89°24'44" W E ARROW

644.39'

424.39'

ARROW

416.00'

HIGHWAY

422.28'

H 89°24'44" W

256.20'

A = 90°55'16"
R = 28.00' L = 44.27'
T = 28.29'

EDISON EASEMENT PER INST. NO. 032729 S.35°02'41" W 153.00'

1.089 AC.

H 89°59'22" W

132.44'

H 28°43'07" W

15.73'

188.42'

0.649 AC.

MONTE VISTA AVE. #4

198.65'

HIGHWAY

150.00'

HIGHWAY

150.00'

78.57'

H 89°24'44" W

EDISON EASEMENT PER INST. NO. 0356-247 Q.R.

160.00'

110.00'

S.09°42'17" E

197.45'

H 89°24'44" W

H 89°59'22" W

62.79'

H 45°00'30" E

18.00'

H 89°59'22" W

24.86'

H 61°16'53" E

30.98'

65" EDISON EASEMENT PER INST. NO. 88-082

S.13°43'08" E. 31.00'

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-44 BETWEEN THE CITY OF
MONTCLAIR AND MERCHANTS BUILDING
MAINTENANCE FOR CUSTODIAL SERVICES

DATE: June 18, 2012

SECTION: AGREEMENTS

ITEM NO. 1

FILE I.D.: CVC060

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider the approval of Agreement No. 12-44 with Merchants Building Maintenance to provide custodial services for all Civic Center facilities and the Police Department facilities.

A copy of Agreement No. 12-44 is attached to the agenda report. A copy of the RFP and accompanying response by Merchants Building Maintenance has been included in the agenda packet for review by the City Council.

BACKGROUND: The City of Montclair currently employs custodial staff to clean all Civic Center facilities and the Police Department. The Fire Department cleans their two buildings with Fire Department personnel. The Police Department facility, new Senior Center and Youth Center have added over 51,000 square feet of area that needs to be cleaned by the City. Unfortunately, the City has lacked the financial ability to clean all Civic Center facilities and the Police Department facility adequately. As a result, current custodial staffing levels are inadequate to properly clean these City facilities.

The City's custodial staff no longer has time to clean carpets, windows, or glass doors on a regular schedule. For example, the custodial staff only cleans the Youth Center twice per week and performs no janitorial services in the Public Works/Information Technology portion of the building. The office staff in this area is responsible for cleaning this office space.

In view of budget losses from the dissolution of the Redevelopment Agency and in an attempt to determine if a higher level of custodial services could be achieved at a lower cost, staff prepared and distributed a Request for Proposal for Custodial Services (RFP). The RFP conceptually proposed the elimination of certain in-house custodial positions to contract out custodial services for all Civic Center buildings and the Police Department facility. The RFP included a list of the maintenance activities that must be completed in each City facility on daily, weekly, monthly, quarterly, and annual basis. The maintenance company would be charged with supplying most of the products and equipment needed to clean the facilities. In addition, the RFP provides that employees of the maintenance company submit to appropriate background investigations before working at city facilities.

Prepared by: Michelle McGee

Reviewed and
Approved by:

M. STAATS

Proofed by:

Joanne Smith

Presented by:

[Signature]

RFPs were distributed to seven companies. Proposals were due on May 24, 2012. The City received proposals from the following companies:

<i>Company</i>	<i>Annual Cost</i>
Merchants Building Maintenance	\$126,010.08
Diamond Contract Services, Inc.	\$151,562.76
Clean Pro, USA	\$344,101.00

Of the responses received, staff found the response from Merchants Building Maintenance to be most complete. Merchants Building Maintenance response to the RFP was the most cost competitive and the most thorough. Merchants Building Maintenance has been in business since 1961. The company is family-owned and has more than 3,000 employees in the western United States. Merchants Building Maintenance has three offices in Southern California. The office that would serve the City of Montclair is located in Pomona. The company is a member of the U.S. Green Building Council and utilizes environmentally friendly cleaning solutions. A safety program has been developed for employees of the company to ensure OSHA compliance. Locally, Merchants Building Maintenance currently provides custodial services to City of Laguna Beach, City of Santa Fe Springs, to various City facilities in the City of Riverside, and to various City facilities in the City of Orange.

The terms and conditions of the custodial services to be provided by Merchants Building Maintenance are detailed in Agreement No. 12-44. Major provisions in the Agreement include the following:

- The selected contractor would agree to provide all tools, equipment, labor, materials, and transportation to perform services detailed in the agreement.
- The term of the Agreement would be one year subject to cancellation without cause by 30 days notice of either party. After the initial year, the Agreement could be extended by mutual consent for an additional three years.
- The contractor would be required to provide all appropriate forms of insurance and hold the City harmless for omissions of the contractor arising out of negligent or will acts in the performance of the Agreement. A special insurance provision would require the contractor to maintain a fidelity bond. The fidelity bond would include coverage for any dishonest act of the contractor's employees including, but not limited to, larceny and theft. This insurance would be held in a minimum amount of \$1 million and would include a client coverage endorsement.
- The contractor would be required to furnish a "Certificate of Deposit" as surety in the amount equal to one month's cost of the maintenance contract.
- The contractor could not assign the Agreement or any part or obligation of the performance without the written consent of the City.
- Should the City desire any items of additional work, such work could be added to the Agreement at a negotiated price. In the event maintenance is deleted from the Agreement, the contract price for that work would be deducted from the negotiated price.

FISCAL IMPACT: The Fiscal Year 2011-12 adopted budgeted for Janitorial Services was approximately \$344,500. With the elimination of custodial staff employed by the City and savings on cleaning supplies, the proposed Fiscal Year 2012-13 Budget is approximately \$198,000. The savings associated with implementation of Agreement No. 12-44 would be approximately \$146,500 per year.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-44 between the City of Montclair and Merchants Building Maintenance for custodial services.

AGREEMENT NO. 12-44

**AN AGREEMENT BY AND BETWEEN THE CITY OF
MONTCLAIR AND MERCHANTS BUILDING
MAINTENANCE FOR CUSTODIAL SERVICES.**

THIS AGREEMENT, made and entered into this ___ day of _____, 2012, by and between the CITY OF MONTCLAIR, a Municipal Corporation, County of San Bernardino, State of California, hereinafter referred to as "CITY," and MERCHANTS BUILDING MAINTENANCE, 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 scope of maintenance services on the areas as set forth and listed in Exhibit "A" to this Agreement.

SECTION II

This Agreement is for a period of one (1) year from the date herein above set forth subject to the right of either party to terminate this Agreement without cause by giving a minimum of thirty (30) days' written notice to the other of such cancellation. After the initial first year of this Agreement, if agreeable to both the City and CONTRACTOR, this Agreement may be extended for three additional three-year terms.

SECTION III

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner. CONTRACTOR shall invoice CITY within seven calendar days of the end of the month. Payment for said work shall be made in accordance with Exhibit "B" and based upon the items of work performed that month. Payments shall be made within 30 calendar days of receipt of monthly invoice. The scheduled items of work to be completed by CONTRACTOR are detailed in Exhibit "A."

Payment of additional services requested, in writing, by CITY and not included in the scope of services as set forth in the Agreement shall be performed by the CONTRACTOR at a negotiated price. This negotiated price shall include labor, equipment, overhead, and profit. Charges for additional services shall be included on the monthly invoice and shall be paid by the CITY within 30 calendar days of receipt. CONTRACTOR shall not be compensated for any additional services unless such additional services are authorized in advance and in writing by the City Manager. In the event the CITY desires to delete a maintenance area from the scope of service, the parties shall negotiate a reduced price which shall become effective immediately.

SECTION IV

The CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its elected and appointed officials, officers, agents, and employees from any and all claims, losses, damages, injuries, and liabilities arising from the death or injury of any person or persons (including CONTRACTOR's employees, agents, and subcontractors), or from the damage, destruction, or theft of any property or properties, including any and all legal costs and attorney fees, caused by or connected with the performance of this Agreement by CONTRACTOR or CONTRACTOR's employees, agents, or subcontractors.

SECTION V

The CONTRACTOR shall furnish a Certificate of Deposit as surety in the amount equal to CONTRACTOR's monthly compensation and it shall be in the name of the City of Montclair with all interest payments to the CONTRACTOR. The certificate shall remain in force for the term of this Agreement. In the event CONTRACTOR's monthly compensation increases, the Certificate of Deposit shall be increased in like amount. The Certificate of Deposit must be on file with the Facilities and Grounds Superintendent before the CONTRACTOR will be permitted to begin his maintenance operations. CITY shall be authorized to withdraw from said deposit any and all sums necessary to compensate CITY for losses or damages incurred by CITY caused by or connected with the performance of this Agreement by CONTRACTOR or CONTRACTOR's employees, agents, or subcontractors.

SECTION VI

The CONTRACTOR shall not 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 VII

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 that Code; and I will comply with such provisions before commencing the performance of the work of this Agreement.

Fidelity Bond – CONTRACTOR shall carry and continuously maintain a Fidelity Bond or Crime Insurance that provides coverage for CONTRACTOR (its directors, officers, employees,

and agents), and any subcontractor of the CONTRACTOR (altogether, "CONTRACTOR Employees") who render services or products connected with the performance of this Agreement. The bond/policy shall with respect to the property of the CITY include coverage for any dishonest act of CONTRACTOR's employees, agents, and subcontractors including, but not limited to, larceny, theft, embezzlement, transfer of funds (electronic or otherwise) forgery, misappropriation, wrongful abstraction, or willful misapplication; whether CONTRACTOR Employees acted alone or in collusion with others. Such insurance must cover (i) property of CONTRACTOR; (ii) property of others, which CONTRACTOR holds in its care, custody, and control; and (iii) property of others for which CONTRACTOR is legally liable.

This insurance shall be in the minimum amount of \$1,000,000 and shall include a Third Party or Client Coverage Endorsement. Any deductible under this policy shall be the responsibility of CONTRACTOR. In addition, the coverage shall contain no requirement for arrest and convictions and shall cover loss outside the premises of the CONTRACTOR's Named Insureds. CONTRACTOR must endorse the policy to name the CITY as a Loss Payee.

SECTION VIII

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 IX

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 thirty (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 certificate evidencing the insurance. The CONTRACTOR may effect for its own account insurance not required under this Agreement.

SECTION X

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

SECTION XI

The Facilities and Grounds Superintendent, or his/her designated representative, shall be the judge of all work performed and shall approve all material provided by the CONTRACTOR before it is used. If the work is not satisfactory, the Facilities and Grounds Superintendent, or his/her designated representative, may suspend the Agreement for any

period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the CONTRACTOR for or during any time of such suspension or after termination.

It is further agreed that in the event the CONTRACTOR fails to furnish tools, equipment, materials, labor, or transportation in the necessary quantity or quality or fails to prosecute the work or any part thereof, the Facilities and Grounds Superintendent or his/her designated representative shall so certify to the City Manager of the CITY; and if thereafter the CONTRACTOR, for a period of ten (10) days after receipt of a written demand from the Facilities and Grounds Superintendent or his/her designated representative, fails to furnish tools, equipment, materials, labor, or transportation in the necessary quantity or quality and to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said ten (10) days, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises or any portion thereof, together with all materials and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work either by furnishing the tools, equipment, materials, labor, or transportation necessary therefore or by letting the unfinished portion of said work or the portion taken over by the CITY shall be a charge against the CONTRACTOR and may be deducted from any money due or becoming due to the CONTRACTOR for the CITY, or the CONTRACTOR may be compelled to pay the CITY the amount of said charge or the portion thereof unsatisfied. As used herein, the term "premises" shall include those areas and sites as set forth in SECTION XIII hereof.

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. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal court with jurisdiction over the CITY.
- 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 herein above.

CONTRACTOR: MERCHANTS BUILDING MAINTENANCE

By: _____
Name: _____ Title: _____ Date _____

By: _____
Name: _____ Title: _____ Date _____

CITY: CITY OF MONTCLAIR

Paul M. Eaton
Mayor Date _____

ATTEST:

Yvonne L. Smith
Deputy City Clerk Date _____

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney Date _____

EXHIBIT "A"
SCHEDULE OF WORK ITEMS

Specific Requirements by Building

The Custodial Maintenance CONTRACTOR shall be responsible for all custodial maintenance of the properties as set forth in this Agreement. Duties will include, but are not be limited to, the following:

BUILDING OPERATING HOURS AND CLEANING SCHEDULES

Due to the nature of the various building types and the schedules the following schedule shall apply to all facilities as listed below:

Youth Center

1. Operation Monday thru Friday 6 AM to 9 PM
2. Cleaning shall occur between the hours of 9 PM and 6 AM – Monday thru Friday

Senior Center

1. Operation Monday thru Friday 6 AM to 6 PM
2. Cleaning shall occur between the hours of 6 PM and 6 AM – Monday thru Friday

City Hall

1. Operation Monday thru Thursday 6 AM to 6 PM
2. Cleaning shall occur between the hours of 6 PM and 6 AM – Monday thru Thursday

Library

1. Operation Monday thru Saturday 6 AM to 8 PM
2. Cleaning shall occur between the hours of 8 PM and 6 AM – Monday thru Friday

Recreation Facility

1. Operation Monday thru Saturday 6 AM to 10 PM
2. Cleaning shall occur between the hours of 10 PM and 6 AM – Monday thru Friday

Police Facility

1. 24/7 Operation
2. Cleaning shall occur between the hours of 6 PM and 6 AM – Monday thru Friday

Community Center

1. Operation of this building varies weekly
2. Cleaning of this facility shall occur Monday thru Friday after facility has closed for the evening.

THE FOLLOWING PRODUCTS SHALL BE SUPPLIED BY THE CITY FOR ALL FACILITIES

- a. Toilet Tissue
- b. Paper Roll Towels
- c. Paper Multifold Towels
- d. Foam-Type Hand Soap

YOUTH CENTER

DAILY SERVICE

1. Sweep all hard-surfaced floors with either treated dust mops or micro fiber dust mops. (Epoxy floors to be swept with bristle type broom)
2. Vacuum all building entry mats (inside and out).
3. Mop spills from all hard floor surfaces.
4. Vacuum all carpet in corridors.
5. Empty, damp-wipe clean and dry ash trays and replace sand as necessary.
6. Empty all office trash, and recycle containers and place refuse in designated areas (replace soiled liners as required).
7. Spot-clean glass entry doors and surrounding glass inside and out.
8. Remove smudges from doors, door frames, and counters.
9. Clean and polish drinking fountains.
10. Return furniture to neat and orderly position.
11. Close and lock all doors after cleaning is complete.
12. Turn off all lights after cleaning is complete.
13. Clean spillage spots from carpets.
14. Clean staff room tables, chairs, counters and sink.
15. Dump trash and recyclables in common areas (replace soiled liners as required).
16. Clean all appliances in staff room as required.
17. Sweep, vacuum and mop staff room floor.
18. Inspect for vandalism and report to City's representative.
19. Dump trash receptacles at all building entrances. **Replace liners daily.**
20. Dump trash in all common areas (replace soiled liners as required).
21. Sweep building entrances.
22. Clean counters, floors, wash basins, floor sinks and appliances in kitchen and bar area.
23. Dump trash in kitchen and staff room.

WEEKLY SERVICE

1. Detail vacuum all carpeted areas.
2. Dust baseboards, ledges, and window sills.
3. Perform dusting of low-reach areas.
4. Detail wood work.
5. Dust office furniture including book cases, chairs, tables etc with treated dust cloths and feather type micro fiber dusters. Individual desks shall not be

dusted unless requested in advance by city personnel. Requesting employee shall remove all items from the desk top prior to dusting.

6. Spot clean painted partitions and painted walls.
7. Spot-clean all wall switches and door facings.
8. Clean entry door metal and thresholds.
9. Dust open flat surfaces.
10. Clean and polish café tables and chairs.

MONTHLY SERVICE

1. Perform dusting of high-reach areas including partition tops, door tops, and air conditioning vents.
2. Dust picture frames.
3. Wipe down furniture in common areas.

QUARTERLY SERVICE

1. Brush or vacuum upholstered furniture.
2. Wipe down plastic and leather furniture.
3. Clean entry door metal trim.
4. Brush down or vacuum wall/ceiling vents.

HARD FLOOR SERVICE

1. Clean and refinish all common areas floors. (strip and wax) **(TWICE PER YEAR)**
2. Wipe down baseboards when refinishing floors.
3. All epoxy coated floor shall be scrubbed either manually with a brush or with auto scrubber to remove ground in dirt, grease etc. **(WEEKLY)**

WINDOW CLEANING SERVICE

1. Entire building exterior window cleaning. **(TWICE/YEAR)**
2. Entire interior window cleaning. **(ONE TIME/YEAR)**

CARPET CLEANING SERVICE

1. Carpet extraction. **(ANNUALLY)**

EXTERIOR SERVICE:

1. Sweep entrance approaches daily.

RESTROOM SERVICE (DAILY)

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace insert with new paper liner.
3. Polish all metal and mirrors.
4. Clean and disinfect all dispensers.

5. Clean and disinfect wash basins, toilets, and urinals.
6. Spot-clean tile walls and toilet partitions.
7. Spot-clean walls around wash basins.
8. Mop all lavatory floors with germicidal solution.
9. Refill soap, towel, tissue containers, and seat cover dispensers.
10. Pour clean water down floor drains to prevent sewer gases.

RESTROOM SERVICE (WEEKLY)

1. Brush down vents.
2. Wash down ceramic tile walls and toilet compartment partitions.
3. Perform high dusting.
4. Wipe down lockers with germicidal solution.

SENIOR CENTER

DAILY SERVICE

1. Sweep all hard-surfaced floors with either treated dust mops or micro fiber dust mops (Epoxy floors to be swept with bristle type broom).
2. Vacuum all building entry mats (inside and out).
3. Mop spills from all hard surface floors.
4. Vacuum all carpet in corridors.
5. Empty, damp-wipe clean and dry ash trays and replace sand as necessary.
6. Empty all office trash, and recycle containers and place refuse designated areas (replace soiled liners as required).
7. Spot-clean glass entry doors and surrounding glass inside and out.
8. Remove smudges from doors, door frames, and counters.
9. Clean and polish drinking fountains.
10. Return furniture to neat and orderly position.
11. Close and lock all doors after cleaning is complete.
12. Turn off all lights after cleaning is complete.
13. Clean spillage spots from carpets.
14. Clean staff room tables, chairs, counters and sink.
15. Dump trash and recyclables in common areas (replace soiled liners as required)
16. Clean all appliances in staff room as required.
17. Sweep, vacuum and mop staff room floor.
18. Inspect for vandalism and report to client.
19. Dump trash receptacles at all building entrances. **Replace liners daily.**
20. Dump trash in all common areas (replace soiled liners as required).
21. Sweep building entrances.
22. Clean counter, sink, floor, appliances and floor around coffee bar.
23. Clean tables and chairs in East and West Multipurpose Rooms as needed.
24. Spot mop all hard floor surfaces throughout facility needed.
25. Wet mop wood floor in lunch room.

WEEKLY SERVICE

1. Detail vacuum all carpeted areas.
2. Dust baseboards, ledges, and window sills.
3. Perform dusting of low-reach areas.
4. Detail wood work.

5. Dust office furniture including book cases, chairs, tables etc with treated dust cloths and feather type micro fiber dusters. Individual desks shall not be dusted unless requested in advance by city personnel. Requesting employee shall remove all items from the desk top prior to dusting.
6. Spot clean painted partitions and painted walls.
7. Spot-clean all wall switches and door facings.
8. Clean entry door metal and thresholds.
9. Dust open flat surfaces.

MONTHLY SERVICE

1. Perform dusting of high-reach areas including partition tops, door tops, and air conditioning vents.
2. Dust picture frames.
3. Wipe down furniture in common areas. (Teak furniture to be wiped down with damp cloth only—"NO CHEMICALS")

QUARTERLY SERVICE

1. Brush or vacuum upholstered furniture.
2. Wipe down plastic and leather furniture.
3. Clean entry door metal trim.
4. Brush down or vacuum wall/ceiling vents.

HARD FLOOR SERVICE (except wood floors)

1. Clean and refinish all common areas floors. (strip and wax) **(TWICE PER YEAR)**
2. Wipe down baseboards when refinishing floors.
3. All epoxy coated floor shall be scrubbed either manually with a brush or with auto scrubber to remove ground in dirt, grease etc. **(WEEKLY)**

WINDOW CLEANING SERVICE

1. Entire building exterior window cleaning. **(TWICE/YEAR)**
2. Entire interior window cleaning. **(ONE TIME/YEAR)**

CARPET CLEANING SERVICE

1. Carpet extraction. **(ANNUALLY)**

EXTERIOR SERVICE:

1. Sweep entrance approaches daily.

RESTROOM SERVICE (DAILY)

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace insert with new paper liner.
3. Polish all metal and mirrors.
4. Clean and disinfect all dispensers.
5. Clean and disinfect wash basins, toilets, and urinals.

6. Spot-clean tile walls and toilet partitions.
7. Spot-clean walls around wash basins.
8. Mop all lavatory floors with germicidal solution.
9. Refill soap, towel, tissue containers, and seat cover dispensers.
10. Pour clean water down floor drains to prevent sewer gases.

RESTROOM SERVICE (WEEKLY)

1. Brush down vents.
2. Clean ceramic tile walls and toilet compartment partitions.
3. Perform high dusting.
4. Wipe down lockers, benches with germicidal solution.

COMMERCIAL KITCHEN DAILY CLEANING

1. Drain and clean steam table.
2. Remove rubber floor mats to location designated by client, wash mats and return to kitchen.
3. Sweep and mop floor.
4. Epoxy coated floor shall be scrubbed manually with a brush or auto scrubber to removed ground in dirt and grease etc.

CITY HALL

DAILY SERVICE

1. Sweep all hard-surfaced floors with either treated dust mops or micro fiber dust mops.
2. Vacuum all building entry mats (inside and out).
3. Mop spills from all hard surface floors.
4. Vacuum all carpet in corridors and executive offices.

EXECUTIVE OFFICES:City Manager

- Director of Public Works/Redevelopment
 - Personnel Officer
 - Mayor
 - City Council
5. Empty, damp-wipe clean and dry ash trays and replace sand as necessary.
 6. Empty all office trash, and recycle containers and place refuse designated areas (replace soiled liners as required).
 7. Spot-clean glass entry doors and surrounding glass inside and out.
 8. Remove smudges from doors, door frames, and counters.
 9. Clean and polish drinking fountains.
 10. Return furniture to neat and orderly position.
 11. Close and lock all doors after cleaning is complete.
 12. Turn off all lights after cleaning is complete.
 13. Clean spillage spots from carpets.
 14. Clean staff room tables, chairs, counters, sink.
 15. Dump trash and recyclables in common areas (replace soiled liners as required)
 16. Clean all appliances in staff room as required.
 17. Sweep, vacuum and mop staff room floor.
 18. Inspect for vandalism and report to client.
 19. Dump trash receptacles at all building entrances. **Replace liners daily.**
 20. Dump trash in all common areas (replace soiled liners as required).
 21. Sweep building entrances.
 22. Spot-clean partition glass
 23. Clean City Manager's patio.
 - Sweep Concrete Surfaces.
 - Remove debris from top of umbrella.
 - Clean all patio furniture.

WEEKLY SOUTHEAST SERVICE

1. Detail vacuum all carpeted areas.
2. Dust baseboards, ledges, and window sills.
3. Perform dusting of low-reach areas.
4. Detail wood work.
5. Dust office furniture including book cases, chairs, tables etc with treated dust cloths and feather type micro fiber dusters. Individual desks shall not be dusted unless requested in advance by city personnel. Requesting employee shall remove all items from the desk top prior to dusting.
6. Spot clean painted partitions and painted walls.
7. Spot-clean all wall switches and door facings.
8. Clean entry door metal and thresholds.
9. Dust open flat surfaces.

MONTHLY SERVICE

1. Perform dusting of high-reach areas including partition tops, door tops, and air conditioning vents.
2. Dust picture frames.
3. Wipe down furniture in common areas.
4. Clean and polish executive furniture.

EXECUTIVE OFFICES:City Manager

- Director of Public Works/Redevelopment
- Personnel Officer
- Mayor
- City Council

QUARTERLY SERVICE

1. Brush or vacuum upholstered furniture.
2. Wipe down plastic and leather furniture.
3. Clean entry door metal trim.
4. Brush down or vacuum wall/ceiling vents.

HARD FLOOR SERVICE

1. Clean and refinish all common areas floors (strip and wax). (twice per year)
2. Wipe down baseboards when refinishing floors.
3. All epoxy coated floor shall be scrubbed either manually with a brush or with auto scrubber to remove ground in dirt, grease etc. (weekly)

WINDOW CLEANING SERVICE

1. Entire building exterior window cleaning. (TWICE/YEAR)
2. Entire interior window cleaning. (ONE TIME/YEAR)

CARPET CLEANING SERVICE

1. Carpet extraction. (ANNUALLY)

RESTROOM SERVICE (DAILY)

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace insert with new paper liner.
3. Polish all metal and mirrors.
4. Clean and disinfect all dispensers.
5. Clean and disinfect wash basins, toilets, and urinals.
6. Spot-clean tile walls and toilet partitions.
7. Spot-clean walls around wash basins.
8. Mop all lavatory floors with germicidal solution.
9. Refill soap, towel, tissue containers, and seat cover dispensers.
10. Pour clean water down floor drains to prevent sewer gases.

RESTROOM SERVICE (WEEKLY)

1. Brush and/or vacuum down vents.
2. Wash down ceramic tile walls and toilet compartment partitions.
3. Perform high dusting.

LIBRARY

DAILY SERVICE

1. Sweep all hard-surfaced floors with either treated dust mops or micro fiber dust mops.
2. Vacuum all building entry mats (inside and out).
3. Mop spills from all hard surface floors.
4. Vacuum all carpet in corridors, and executive offices.
5. Empty, damp-wipe clean and dry ash trays and replace sand as necessary.
6. Empty all office trash, and recycle containers and place refuse designated areas (replace soiled liners as required).
7. Spot-clean glass entry doors and surrounding glass inside and out.
8. Remove smudges from doors, door frames, and counters.
9. Clean and polish drinking fountains.
10. Return furniture to neat and orderly position.
11. Close and lock all doors after cleaning is complete.
12. Turn off all lights after cleaning is complete.
13. Clean spillage spots from carpets.
14. Clean staff room tables, chairs, counters, sink.
15. Dump trash and recyclables in common areas (replace soiled liners as required)
16. Clean all appliances in staff room as required.
17. Sweep, vacuum and mop staff room floor.
18. Inspect for vandalism and report to client.
19. Dump trash receptacles at all building entrances. **Replace liners daily.**
20. Dump trash in all common areas (replace soiled liners as required).
21. Sweep building entrances.
22. Spot-clean partition glass.

WEEKLY SERVICE

1. Detail vacuum all carpeted areas.
2. Dust baseboards, ledges, and window sills.
3. Perform dusting of low-reach areas.
4. Detail wood work.
5. Dust office furniture including book cases, chairs, tables etc with treated dust cloths and feather type micro fiber dusters. Individual desks shall not be dusted unless requested in advance by city personnel. Requesting employee shall remove all items from the desk top prior to dusting.

6. Spot clean painted partitions and painted walls.
7. Spot-clean all wall switches and door facings.
8. Clean entry door metal and thresholds.
9. Dust open flat surfaces.

MONTHLY SERVICE

1. Perform dusting of high-reach areas including partition tops, door tops, and air conditioning vents.
2. Dust picture frames.
3. Wipe down furniture in common areas.

QUARTERLY SERVICE

1. Brush or vacuum upholstered furniture.
2. Wipe down plastic and leather furniture.
3. Clean entry door metal trim.
4. Brush down or vacuum wall/ceiling vents.

HARD FLOOR SERVICE

1. Clean and refinish all common areas floors (strip and wax). (twice per year)
2. Wipe down baseboards when refinishing floors.

WINDOW CLEANING SERVICE

1. Entire building exterior window cleaning. **(TWICE/YEAR)**
2. Entire interior window cleaning. **(ONE TIME/YEAR)**

CARPET CLEANING SERVICE

1. Carpet extraction. **(ANNUALLY)**

RESTROOM SERVICE (DAILY)

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace insert with new paper liner.
3. Polish all metal and mirrors.
4. Clean and disinfect all dispensers.
5. Clean and disinfect wash basins, toilets, and urinals.
6. Spot-clean tile walls and toilet partitions.
7. Spot-clean walls around wash basins.
8. Mop all lavatory floors with germicidal solution.
9. Refill soap, towel, tissue containers, and seat cover dispensers.
10. Pour clean water down floor drains to prevent sewer gases.

RESTROOM SERVICE (WEEKLY)

1. Brush and/or vacuum down vents.
2. Wash down ceramic tile walls and toilet compartment partitions.
3. Perform high dusting.

RECREATION FACILITY

DAILY SERVICE

1. Sweep all hard-surfaced floors with either treated dust mops or micro fiber dust mops.
2. Vacuum all building entry mats (inside and out).
3. Mop spills from all hard surface floors.
4. Vacuum all carpet in corridors, and executive offices.
5. Empty, damp-wipe clean and dry ash trays and replace sand as necessary.
6. Empty all office trash, and recycle containers and place refuse designated areas (replace soiled liners as required).
7. Spot-clean glass entry doors and surrounding glass inside and out.
8. Remove smudges from doors, door frames, and counters.
9. Clean and polish drinking fountains.
10. Return furniture to neat and orderly position.
11. Close and lock all doors after cleaning is complete.
12. Turn off all lights after cleaning is complete.
13. Clean spillage spots from carpets.
14. Clean staff room tables, chairs, counters, sink.
15. Dump trash and recyclables in common areas (replace soiled liners as required)
16. Clean all appliances in staff room as required.
17. Sweep, vacuum and mop staff room floor.
18. Inspect for vandalism and report to client.
19. Dump trash receptacles at all building entrances. **Replace liners daily.**
20. Dump trash in all common areas (replace soiled liners as required).
21. Sweep building entrances.
22. Spot-clean partition glass.

WEEKLY SERVICE

1. Detail vacuum all carpeted areas.
2. Dust baseboards, ledges, and window sills.
3. Perform dusting of low-reach areas.
4. Detail wood work.
5. Dust office furniture including book cases, chairs, tables etc with treated dust cloths and feather type micro fiber dusters. Individual desks shall not be

dusted unless requested in advance by city personnel. Requesting employee shall remove all items from the desk top prior to dusting.

6. Spot clean painted partitions and painted walls.
7. Spot-clean all wall switches and door facings.
8. Clean entry door metal and thresholds.
9. Dust open flat surfaces.

MONTHLY SERVICE

1. Perform dusting of high-reach areas including partition tops, door tops, and air conditioning vents.
2. Dust picture frames.
3. Wipe down furniture in common areas.

QUARTERLY SERVICE

1. Brush or vacuum upholstered furniture.
2. Wipe down plastic and leather furniture.
3. Clean entry door metal trim.
4. Brush down or vacuum wall/ceiling vents.

HARD FLOOR SERVICE (except wood floors)

1. Clean and refinish all common areas floors (strip and wax). (twice per year)
2. Wipe down baseboards when refinishing floors.
3. All epoxy coated floor shall be scrubbed either manually with a brush or with auto scrubber to remove ground in dirt, grease etc. (weekly)

WINDOW CLEANING SERVICE

1. Entire building exterior window cleaning. (TWICE/YEAR)
2. Entire interior window cleaning. (ONE TIME/YEAR)

CARPET CLEANING SERVICE

1. Carpet extraction. (ANNUALLY)

RESTROOM SERVICE (DAILY)

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace insert with new paper liner.
3. Polish all metal and mirrors.
4. Clean and disinfect all dispensers.
5. Clean and disinfect wash basins, toilets, and urinals.
6. Spot-clean tile walls and toilet partitions.
7. Spot-clean walls around wash basins.
8. Mop all lavatory floors with germicidal solution.

9. Refill soap, towel, tissue containers, and seat cover dispensers.
10. Pour clean water down floor drains to prevent sewer gases.
11. Clean and disinfect locker room benches and lockers in front of lockers.
12. Clean shower walls and floors.

RESTROOM SERVICE (WEEKLY)

1. Brush and/or vacuum down vents.
2. Wash down ceramic tile walls and toilet compartment partitions.
3. Perform high dusting.

POLICE FACILITY

DAILY SERVICE (includes shooting range office, gun cleaning room, and restroom)

1. Sweep all hard-surfaced floors with either treated dust mops or micro fiber dust mops.
2. Vacuum all building entry mats (inside and out).
3. Mop spills from all hard surface floors.
4. Vacuum all carpet in corridors, and executive offices:

EXECUTIVE OFFICES:

- **Police Chief**
 - **Captain**
 - **Lieutenants (2 offices)**
5. Empty, damp-wipe clean and dry ash trays and replace sand as necessary.
 6. Empty all office trash, and recycle containers and place refuse designated areas (replace soiled liners as required).
 7. Spot-clean glass entry and office doors and surrounding glass inside and out.
 8. Remove smudges from doors, door frames, and counters.
 9. Clean and polish drinking fountains.
 10. Return furniture to neat and orderly position.
 11. Close and lock all doors after cleaning is complete.
 12. Turn off all lights after cleaning is complete.
 13. Clean spillage spots from carpets.
 14. Clean staff room tables, chairs, counters, sink.
 15. Dump trash and recyclables in common areas (replace soiled liners as required)
 16. Clean all appliances in staff room as required.
 17. Sweep, vacuum and mop staff room floor.
 18. Inspect for vandalism and report to client.
 19. Dump trash receptacles at all building entrances. **Replace liners daily.**
 20. Dump trash in all common areas (replace soiled liners as required).
 21. Sweep building entrances.
 22. Spot-clean partition glass
 23. Clean Police Chief's patio and furniture.
 24. Clean holding cells, walls, floors, beds, toilet/sink, and doors.
 25. Clean jail area floor; wipe down counters.
 26. Clean jail area interview room's walls, floors, and tables.

27. Clean Sally Port shower walls and floor.
28. Vacuum Dispatch Center as requested.

WEEKLY SERVICE

1. Detail vacuum all carpeted areas.
2. Dust baseboards, ledges, and window sills.
3. Perform dusting of low-reach areas.
4. Detail woodwork.
5. Dust office furniture including book cases, chairs, tables, etc., with treated dust cloths and feather-type microfiber dusters. Individual desks shall not be dusted unless requested in advance by City personnel. Requesting employee shall remove all items from the desk top prior to dusting.
6. Spot clean painted partitions and painted walls.
7. Spot-clean all wall switches and door facings.
8. Clean entry door metal and thresholds.
9. Dust open flat surfaces.
10. Sweep Sally Port concrete floor.

MONTHLY SERVICE

1. Perform dusting of high-reach areas including partition tops, door tops, and air conditioning vents.
2. Dust picture frames.
3. Wipe down furniture in common areas.
4. Clean and polish executive furniture.

EXECUTIVE OFFICES:

- **Police Chief**
- **Captain**
- **Lieutenants (2 offices)**

QUARTERLY SERVICE

1. Brush or vacuum upholstered furniture.
2. Wipe down plastic and leather furniture.
3. Clean entry door metal trim.
4. Brush down or vacuum wall/ceiling vents.

HARD FLOOR SERVICE

1. Clean and refinish all common areas floors (strip and wax). (twice per year)
2. Wipe down baseboards when refinishing floors.
3. All epoxy coated floor shall be scrubbed either manually with a brush or with auto-scrubber to remove ground in dirt, grease, etc.

WINDOW CLEANING SERVICE

1. Entire building exterior window cleaning. **(TWICE/YEAR)**
2. Entire interior window cleaning. **(ONE TIME/YEAR)**

CARPET CLEANING SERVICE

1. Carpet extraction. **(ANNUALLY)**

RESTROOM SERVICE (DAILY)

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace insert with new paper liner.
3. Polish all metal and mirrors.
4. Clean and disinfect all dispensers.
5. Clean and disinfect wash basins, toilets, and urinals.
6. Spot-clean tile walls and toilet partitions.
7. Spot-clean walls around washbasins.
8. Mop all lavatory floors with germicidal solution.
9. Refill soap, towel, tissue containers, and seat cover dispensers.
10. Pour clean water down floor drains to prevent sewer gases.
11. Clean shower walls, floors, doors, curtains and partitions.
12. Clean and disinfect benches in front of lockers.

RESTROOM SERVICE (WEEKLY)

1. Brush and/or vacuum down vents.
2. Wash down ceramic tile walls and toilet compartment partitions.
3. Perform high dusting.
4. Wipe down exterior of lockers.

COMMUNITY CENTER

(Perform work as requested)

GYMNASIUM

1. Sweep wood floor with either treated dust mops or microfiber dust mops.
2. Spot-clean glass entry doors and surrounding glass inside and out.
3. Remove smudges from doors and door frames.
4. Clean and polish drinking fountains.
5. Close and lock all doors after cleaning is complete.
6. Turn off all lights after cleaning is complete.
7. Dump trash and recyclables in common areas (replace soiled liners as required)
8. Inspect for vandalism and report to client.
9. Dump trash receptacles at all building entrances. **Replace liners when serviced.**
10. Dump trash in all common areas (replace soiled liners as required).
11. Sweep building entrances.
12. Auto scrub gym floor (white pad).

POTTERY AND KILN ROOM

1. Sweep and mop floor.
2. Wipe down tables, countertops and sink.

WINDOW CLEANING SERVICE

1. Entire building exterior window cleaning.
2. Entire interior window cleaning.

CARPET CLEANING SERVICE

1. Carpet extraction.

RESTROOM SERVICE and CORRIDOR

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace insert with new paper liner.
3. Polish all metal and mirrors.
4. Clean and disinfect all dispensers.
5. Clean and disinfect wash basins, toilets, and urinals.
6. Spot-clean tile walls and toilet partitions.
7. Spot-clean walls around wash basins.

8. Mop all lavatory floors with germicidal solution.
9. Refill soap, towel, tissue containers, and seat cover dispensers.
10. Pour clean water down floor drains to prevent sewer gases.
11. Brush down vents.
12. Clean ceramic tile walls and toilet compartment partitions.
13. Sweep tile floor with either treated dust mops or micro fiber dust mops.
14. Clean entry door metal and thresholds.
15. Vacuum all entry mats.

COMMERCIAL KITCHEN DAILY CLEANING

1. Remove rubber floor mats to location designated by client, wash mats and return to kitchen.
2. Epoxy coated floor shall be scrubbed manually with a brush or auto scrubber to removed ground in dirt and grease etc.
3. Clean and sanitizè countertops.
4. Wipe down all appliances
5. Wipe down all cabinets and walls.
6. Dump trash and recyclables (replace soiled liners as required).
7. Wash waste receptacles as needed.
8. Fill soap and paper dispensers.

ROOM B

1. Clean all mirrors.
2. Vacuum carpet.
3. Clean wet bar sink and countertop.
4. Dump trash and recyclables (replace soiled liners as required).
5. Fill soap and paper dispensers.

LOUNGE

1. Vacuum carpet.
2. Clean wet bar sink and countertop.
3. Dump trash and recyclables (replace soiled liners as required).
4. Fill soap and paper dispensers

EXHIBIT "B"

ITEMIZED CUSTODIAL MAINTENANCE COSTS

No.	Description	Quant	Unit Cost	Annual Cost
1.	City Hall – Per Month	12	<u>\$1,480.51</u>	<u>\$17,766.12</u>
2.	Police Facility – Per Month	12	<u>\$4,459.32</u>	<u>\$53,511.84</u>
3.	Youth Center – Per Month	12	<u>\$1,221.46</u>	<u>\$14,657.52</u>
4.	Senior Center – Per Month	12	<u>\$784.39</u>	<u>\$9,412.68</u>
5.	Recreation Facility – Per Month	12	<u>\$1,091.15</u>	<u>\$13,093.80</u>
6.	Library – Per Month	12	<u>\$1,210.01</u>	<u>\$14,520.12</u>
7.	Community Center restrooms and corridor– Each Time	10	<u>\$45.00</u>	<u>\$450.00</u>
8.	Community Center Gymnasium – Each Time	10	<u>\$45.00</u>	<u>\$450.00</u>
9.	Community Center Pottery and Kiln Room – Each Time	10	<u>\$36.00</u>	<u>\$360.00</u>
10.	Community Center Room B – Each Time	10	<u>\$18.00</u>	<u>\$180.00</u>
11.	Community Center Lounge – Each Time	10	<u>\$18.00</u>	<u>\$180.00</u>
12.	Community Center Commercial Kitchen – Each Time	10	<u>\$36.00</u>	<u>\$360.00</u>
13.	Community Center Park Restrooms – Each Time	10	<u>\$40.00</u>	<u>\$400.00</u>

14. Community Center Window Cleaning-Exterior – Each Time	2	\$175.00	\$350.00
15. Community Center Window Cleaning-Interior – Each Time	1	\$150.00	\$150.00
16. Community Center Carpet Cleaning – Each Time	1	\$168.00	\$168.00

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-50 WITH SAN BERNARDINO COUNTY SERVICE AREA 70 CONSOLIDATED FIRE DISTRICT FOR A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES PROGRAM	DATE: June 18, 2012 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: REF165 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: The City of Montclair's existing Agreement with the San Bernardino County Service Area 70 Consolidated Fire District (County Fire District) for household hazardous waste-collection facilities expires on June 30, 2012. The City Council is requested to consider approving Agreement No. 12-50, a five-year agreement with the County Fire District providing for household hazardous waste and universal waste-collection facilities.

BACKGROUND: In an effort to safely collect, recycle, treat, and dispose of household hazardous waste, the County Fire District established household hazardous waste-collection facilities throughout the county for residents to dispose of items such as paint, oil, pesticides, household cleaners, pool supplies, and other waste. The City is in the twentieth year of its Agreement with the County Fire District to provide household hazardous waste-disposal facilities at the following three area locations: 5050 Schafer Avenue, Chino; 1408 East Francis Street, Ontario; and 1370 North Benson Avenue, Upland.

Effective February 8, 2006, the California Department of Toxic Substances Control implemented a new regulation stipulating homeowners could not dispose of universal waste in their trash; instead, household hazardous waste-collection facilities would serve as depositories for universal waste. Universal waste includes batteries (rechargeable and single use), fluorescent tubes, mercury waste (thermostats, thermometers, switches, and compact fluorescent lamp bulbs) and nonempty aerosol cans.

Proposed Agreement No. 12-50 provides that the County Fire District will not impose an increase in the per capita rate for its Household Hazardous Waste Program. The fee will remain at \$1.30 per capita per year through June 30, 2017.

FISCAL IMPACT: The annual cost to operate the Household Hazardous Waste Collection Facilities Program is \$48,769. This cost is passed through to residential households as a component of the refuse rate. The current monthly rate component for disposal of household hazardous waste is \$0.45.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-50 with San Bernardino County Service Area 70 Consolidated Fire District for a Household Hazardous Waste Collection Facilities Program.

Prepared by:

Janet Kullback
[Signature]

Reviewed and
Approved by:

[Signature]
[Signature]

Proofed by:

Presented by:

FOR OFFICIAL USE ONLY



**SAN BERNARDINO COUNTY
FIRE PROTECTION
DISTRICT**

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	Vendor Code	Dept.	Contract Number					
<input type="checkbox"/> Change		SC	A					
<input type="checkbox"/> Cancel								
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT		Dept.	Orgn.	Contractor's License No.				
Contract Representative Ionie Wallace		Telephone (909)382-5401		Total Contract Amount \$48,796 per year				
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			
				\$	\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
FHH	107	160		8842		\$		
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					
Household Hazardous Waste Agreement without Collection Facility			FY	Amount	I/D	FY	Amount	I/D
			12/13	\$48,796		15/16	\$48,796	
			13/14	\$48,796		16/17	\$48,796	
			14/15	\$48,796				

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**, hereinafter called the **DISTRICT**, and

Name
 City of Montclair _____ hereinafter called City _____
 Address
 P. O. Box 2308 _____

 Montclair, CA 91763
 Telephone _____ Federal ID No. or Social Security No. _____
 (909) 625-9411 _____

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.)

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is made and entered into between the San Bernardino County Fire Protection District, hereinafter referred to as "District" and the City of Montclair hereinafter referred to as the "City".

RECITALS:

WHEREAS, the California Public Resources Code (Section 47000 *et seq.*) requires cities and counties to prepare a Household Hazardous Waste Element which identifies a program for the safe collection, recycling, treatment and disposal of hazardous wastes which are generated by households in the city or county and which should be separated from the solid waste stream; and,

WHEREAS, the County of San Bernardino and each of the cities in the County have developed Household

Auditor/Controller-Recorder Use Only

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Input Date	Keyed By

Hazardous Waste Elements (HHWE) which identify a county-wide cooperative program for the management of Household Hazardous Waste; and,

WHEREAS, the existing Household Hazardous Waste program operated by the District is consistent with the adopted HHWE; and,

WHEREAS, the District's Division of Hazardous Materials, is a division of District responsible for the safe management of hazardous waste; and,

WHEREAS, the City desires for the protection, health and welfare of the public and its personnel, the removal of hazardous waste from homes so that such materials will pose no danger in the event of fire, the prevention of potential environmental degradation and the conservation of resources through recycling.

NOW, THEREFORE, in consideration of mutual covenants and conditions the parties hereto agree as follows:

**WITNESSETH:
RESPONSIBILITIES AND DUTIES OF THE CITY**

1. The City shall publicize to its residents the need to properly reduce, recycle, store, transport and dispose of Household Hazardous Waste and inform its residents of the availability of nearby Collection Facilities for safe management of household hazardous waste, in the manner and form recommended by District.

RESPONSIBILITIES AND DUTIES OF THE DISTRICT

2. The District will continue to operate a comprehensive Household Hazardous Waste Program (Program) for the safe collection, recycling, treatment and disposal of household hazardous waste and pharmaceutical waste excluding controlled substances. The District program shall be based on a Central Processing Facility and a regional network of collection centers sited so as to provide safe, convenient service to the public in a cost-effective manner.
3. District shall provide an annual report to the City, which shall include the amounts and types of waste collected, participation by jurisdiction, and final disposition of the waste.
4. District shall compile and provide to the California Department of Resources Recycling and Recovery (CalRecycle), the Department of Toxic Substances Control, and the Certified Unified Program Agency, the City's Annual Form 303 Report. District shall also compile and submit the annual NPDES reports to the County Storm Water Programs.

CONSIDERATION

5. In consideration for the services provided, City shall pay the District an amount of \$12,199 each quarter, fiscal year 2012/2013 through fiscal year 2016/2017, (payment due on: July 15, October 15, January 15, and April 15).

TERM AND TERMINATION

6. This Agreement shall be effective July 1, 2012 and shall remain in effect through June 30, 2017, but may be renewed for specified periods, unless, otherwise terminated or amended.
7. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon 90 days prior written notice to the other party.

INSURANCE AND INDEMNIFICATION

8. City and District are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs 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.
9. District agrees to indemnify, defend (with counsel reasonably approved by City) and hold harmless City, its officers, employees, agents and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including, the acts, errors or omissions of any person and for any costs or expenses incurred by City on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The District's indemnification obligation applies to City's "active" as well as "passive" negligence but does not apply to City's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

City agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless District, its officers, employees, agents and volunteers, from claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including, the acts, errors or omissions of any person and for any costs or expenses incurred by City on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The City's indemnification obligation applies to District's "active" as well as "passive" negligence but does not apply to District's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event District and/or City are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, District and/or City, as applicable, shall indemnify the other to the extent of its comparative fault.

Notwithstanding indemnification for any claim, action, loss, or damage involving a third party, District and City hereby waive any and all rights of subrogation recovery against each other.

Furthermore, if District or City attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, District and City agree that any alleged negligence of the employee shall not be construed against the employer of that employee

GENERAL TERMS AND CONDITIONS

10. Representation of the District. In the performance of the Agreement, City, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the District.
11. Change of Address. City shall notify the District in writing of any change in mailing address within ten (10) business days of the change.

12. Agreement Assignability. Without the prior written consent of the District, the agreement is not assignable by City, either in whole or in part.
13. Agreement Amendments. City agrees that any alterations, variations, modifications, waivers, or provisions of the Agreement shall be valid only when reduced to writing, duly signed, and attached to the original Agreement and approved by the required persons of both City and District.
14. Correction of Performance Deficiencies. Failure by City to comply with any of the provisions, covenants, requirements or conditions of this agreement shall be a material breach of this agreement.

In the event of a non-cured breach, District may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

 - A. Afford City thereafter a time period within which to cure the breach, which period shall be established at sole discretion of District; and/or,
 - B. Terminate this Contract.
15. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under INDEMNIFICATION paragraphs.
16. Venue and Governing Law. The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County. This contract shall be governed by the laws of the State of California.
17. Notification. In the event of a problem or potential problem that will impact the level of performance under this Agreement, the City shall notify the District within one (1) working day, in writing and by telephone.
18. Former County and District Officials. City agrees to provide or has already provided information on former San Bernardino County and District administrative officials (as defined below) who are employed by or represent City. The information provided includes a list of former County and District administrative officials who terminated COUNTY or District employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of City. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County or District department or group head, assistant department or group head, or an employee in the Exempt Group, Management Unit, or Safety Management Unit.
19. Inaccuracies or Misrepresentations. If in the course of or the administration of this Agreement District determines that City has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this Agreement may be immediately terminated. If the Agreement is terminated according to this provision, the District is entitled to pursue any available legal remedies.
20. Waiver. No delay on the part of either party in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof of any other power or right. No waiver by any party of any right hereunder or of any default shall be binding upon such party unless such waiver is in writing and signed by a duly authorized official of such party; and no waiver of any default or failure by such party to exercise any right hereunder shall operate as a waiver of any other or further exercise of such right or of any further default.

21. Severability. If any provisions of this agreement, or portions thereof, or the application thereof to any circumstances shall be held invalid or unenforceable, the remainder of this agreement and the application thereof to other circumstances shall nevertheless be valid.

22. Notices and Reports. Any notices shall be addressed to the respective parties as set forth below:

DISTRICT: **Ionie Wallace**
Supervising Hazardous Materials Specialist
Household Hazardous Waste Program
2824 East "W" Street
San Bernardino, CA 92415-0799

CITY: **Janet Kulbeck**
City of Montclair
P.O. Box 2308
Montclair, CA 91763

23. Entire Agreement.

- A. This agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms hereof and supersedes any and all prior and contemporaneous agreements and understandings.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the Board of Directors has caused this Agreement to be subscribed to by the Clerk thereof, and City has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month and year written.

San Bernardino County Fire Protection District

▶ _____
Josie Gonzales, Chair, Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch, Secretary

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: 6.19.12

Address 5111 Benito Street
Montclair, CA 91763

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to Board for Signature
▶ _____ Counsel	▶ _____	▶ _____
Date _____	Date _____	Date _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-51 WITH LIEBERT CASSIDY
WHITMORE FOR PARTICIPATION IN
THE EAST INLAND EMPIRE EMPLOY-
MENT RELATIONS CONSORTIUM

DATE: June 18, 2012

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: PER250

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City's current Agreement with Liebert Cassidy Whitmore for participation in the East Inland Empire Employment Relations Consortium (ERC) is scheduled for renewal on July 1, 2012. The City Council is requested to consider approval of proposed Agreement No. 12-51 with Liebert Cassidy Whitmore, a copy of which is attached for the City Council's review and consideration.

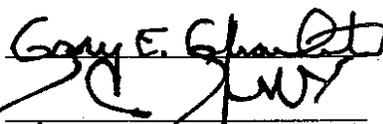
BACKGROUND: For the past 24 years, the City of Montclair has participated in the Liebert Cassidy Whitmore ERC. The City's participation entitles elected officials and employees to receive five one-day group training sessions, unlimited free telephone consultations with the law firm's attorneys, and a monthly employment-relations newsletter. Participating agencies may also receive specialized training for an added cost.

The term of proposed Agreement No. 12-51 is July 1, 2012, through June 30, 2013.

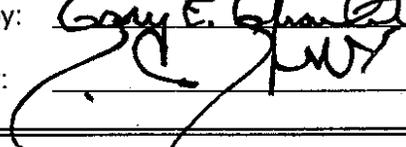
FISCAL IMPACT: The annual fee for participation in the Consortium is \$2,528. Funds to cover the cost of the training sessions and consulting service are included in the Fiscal Year 2012-13 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-51 with Liebert Cassidy Whitmore for participation in the East Inland Empire Employment Relations Consortium.

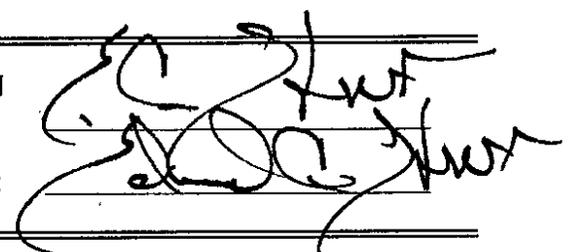
Prepared by:



Proofed by:



Reviewed and
Approved by:



Presented by:

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the CITY OF MONTCLAIR, A Municipal Corporation, hereinafter referred to as "City," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS City has the need to secure expert training and consulting services to assist City in its relations and negotiations with its employee organizations; and

WHEREAS City has determined that no less than thirteen (13) public agencies in the East Inland Empire Area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the City and is willing to perform such services;

NOW, THEREFORE, City and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2012, Attorney will provide the following services to City (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by City and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for City to consult by telephone.
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to City for a fee of Two Thousand Five Hundred Twenty Eight Dollars (\$2,528.00) payable in one payment prior to August 1, 2012. The fee, if paid after August 1, 2012 will be \$2,628.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by City, make itself available to City to provide representational, litigation, and other employment relations services. The City will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the City.

The range of hourly rates for Attorney time is from One Hundred Eighty to Three Hundred Dollars (\$180.00 - \$300.00) per hour for attorney staff and from One Hundred Five to One Hundred Forty Dollars (\$105.00 - \$140.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour. Attorney reviews its hourly rates in an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

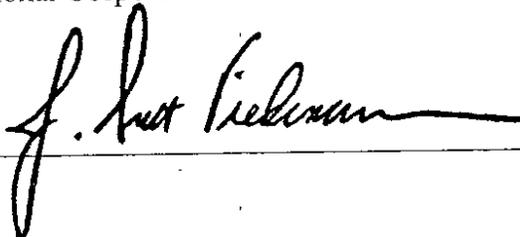
The term of this Agreement is twelve (12) months commencing July 1, 2012. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than thirteen (13) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2012.

Dated: _____

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By 

Dated: _____

CITY OF MONTCLAIR
A Municipal Corporation

By _____
Paul M. Eaton, Mayor

Dated: _____

By _____
72
Yvonne Smith, Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-52 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO SUPPORT THE SENIOR CITIZEN TRANSPORTATION PROGRAM

DATE: June 18, 2012
SECTION: AGREEMENTS
ITEM NO.: 4
FILE I.D.: HSV105
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-52 with the San Bernardino County Department of Aging and Adult Services (DAAS) for the Senior Citizen Transportation Program.

A copy of proposed Agreement No. 12-52 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 funding to support the Senior Citizen Transportation Program for adults aged 60 and over. The Fiscal Year 2012-13 grant amount of \$6,920 would be used to help fund part-time salaries. The City of Montclair is contracted to serve annually 33 participants and provide 1,150 units of service (unit = one-way trip).

The term of proposed Agreement No. 12-52 is July 1, 2012, through June 30, 2013.

FISCAL IMPACT: Should Agreement No. 12-52 be approved, a DAAS grant in the amount of \$6,920 would be awarded to the City. These funds have been allocated to the City through Senior Supportive Services.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-52 with the San Bernardino County Department of Aging and Adult Services to support the Senior Citizen Transportation Program.

Prepared by:

M. Richter

Proofed by:

Christine Smedley

Reviewed and Approved by:

Presented by:

[Signature]

FOR COUNTY USE ONLY



County of San Bernardino

FAS

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
County Department Department of Aging and Adult Services				Dept.	Orgn.	Contractor's License No.			
County Department Contract Representative Daniel Munoz				Telephone (909)387-8853		Total Contract Amount \$6,920			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date 07/01/12		Contract End Date 06/30/13		Original Amount \$6,920	Amendment Amount		
Fund AAF	Dept. OOA	Organization 671	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No.	Amount \$ 6,920			
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 Senior Supportive Services				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
				12/13	\$6,920				

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

Name
City of Montclair
Address
5111 Benito Street
Montclair, CA 91763
Telephone
(909) 626-8571

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Department of Aging and Adult Services, desires to provide services to seniors to improve or maintain choice, independence, and quality of life; and

WHEREAS, County has been allocated Older Americans Act funds by California Department of Aging to provide such services; and

WHEREAS, County finds Contractor qualified to provide services to seniors; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services according to the specific terms and conditions provided by the Contract.

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

Auditor-Controller/Treasurer Tax Collector Use Only

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

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I. DEFINITIONS

- A. CCR – California Code of Regulations
- B. CDA – California Department of Aging
- C. CFDA – Catalog of Federal Domestic Assistance
- D. CFR – Code of Federal Regulations
- E. Contract – The cover sheet, terms and conditions, attachments, addendums, and amendments, unless otherwise specified.
- F. Contractor – The entity (Contractor/Provider/Vendor) to which funds are awarded under this Contract and which is accountable to DAAS for use of these funds and is responsible for executing its provisions and services.
- G. Cost Reimbursement – Payment method in which allowable and reasonable costs incurred by a contractor in the performance of the contract, which may include overhead, personnel, utilities, etc. are reimbursed in accordance with the terms of the contract.
- H. DAAS – Department of Aging and Adult Services, and the designated Area Agency on Aging in San Bernardino County.
- I. DHS – California State Department of Health Services
- J. DOJ – Department of Justice
- K. Elderly – Any individual who is sixty (60) years of age or older, also under “older individual.”
- L. Equipment – Tangible personal property with a useful life of more than one year and an acquisition cost of \$500 or more per unit.
- M. Financial Statement – A statement that reflects the contractor’s financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited for non-Federal entities that expend less than \$500,000 in a fiscal year in Federal awards.
- N. HS – Human Services – A system of integrated services, where the programs and resources of nine County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- O. In-Kind Match – Contributions from third parties, such as volunteered time and use of facilities to hold meetings or conduct project activities.
- P. Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objective specifically benefitted, without effort disproportionate to the results achieved.
- Q. Matching Contributions – The value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the Contractor, subcontractor, or other local resources.
 - 1. Cash – Cash other than program income contributed to the project from local or State funds. With the exception of Community Development Block Grants (CDBG), Federal funds cannot be used as cash match. Costs borne by the Contractor and cash contributions from any and all third parties, i.e., company/private donations, vendor general fund, are considered cash matching funds.
 - 2. In-Kind- Contributions from third parties are considered in-kind matching funds. Examples of in-kind match include volunteered time and use of facilities to hold meetings or conduct project activities.
- R. Non-Matching Contributions – Local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g, federal funds, overmatch, etc.)
- S. OAA – Older Americans Act – Provides comprehensive, coordinated, community-based systems of services to the elderly to enable them to maintain health, personal dignity, and independence.

- T. OMB – Office of Management and Budget.
- U. Program Income – Revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
 1. Voluntary contributions received from a participant or responsible party as a result of services.
 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 3. Royalties received on patents and copyrights from contract-supported activities.
 4. Proceeds from sale of items fabricated under a contract agreement.
- V. SEFA – Schedule of Expenditures of Federal Awards
- W. Single Audit Entity – Non-Federal entities that expend \$500,000 or more in a fiscal year in Federal awards. Single Audit Entities must have a single or program-specific audit conducted for the year in accordance with OMB Circular A-133.
- X. State – State of California
- Y. USC – United States Code
- Z. W & I – California Welfare and Institutions Code

II. CONTRACTOR SERVICE RESPONSIBILITIES

Contractor shall provide all services as outlined in Work Plan (Attachment A).

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549 and implemented as 45 Code of Federal Regulations part 92.35.
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- C. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- D. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino or within reasonable driving distance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB)

Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- E. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- F. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. All vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- G. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.
- H. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure (Attachment B) must be in writing and posted in clear view of all recipients.
- I. Contractor shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- J. Subcontracting
 - 1. General
 - a. Without the prior written consent of the Director of DAAS or his/her designee, this Contract is not assignable by Contractor either in whole or in part. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DAAS or his/her designee. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor. Contractor must include all required subcontract language in its contract with any subcontractor (see Attachment C "Required Subcontract Language").
 - b. Contractor shall have no authority to contract for, on behalf of, or incur obligations on behalf of the County.
 - 2. Awards
 - a. Policies and procedures used in processing and awarding the subcontracts must be:
 - i. Organized and structured;
 - ii. Reasonable and equitable;
 - iii. Documented and approved by appropriate authorities;
 - iv. Consistent with applicable federal, state, and local procurement requirements;
 - v. Uniformly applied; and
 - vi. Open for public review and scrutiny.

- b. Copies of subcontracts, memoranda and/or letters of understanding shall be on file with the Contractor and shall be made available for review at the request of the County.
 - c. A copy of the executed subcontract shall be submitted to the Director of DAAS.
3. Financial
- a. Funds for this Contract shall not be obligated in subcontracts for services beyond the ending date of this Contract.
 - b. Contractor must ensure costs incurred by the subcontractor are verifiable from their records.
 - c. The Contractor shall review, approve, and monitor subcontractor performance, budgets and expenditures pertaining to the contracted service(s).
 - d. If applicable¹, the Contractor shall monitor on an ongoing basis, the subcontractor's use of federal and state funds through reporting, site visits, regular contact or other means to provide reasonable assurance that the subcontractor administers funds in compliance with laws, regulations, and the provisions of contracts. (OMB Circular A-133.400(d)(3)).
 - e. The maximum reimbursement amount allowable for indirect costs is 8% of subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
4. Monitoring
- a. Contractor shall monitor the budget and expenditures of its subcontractors and/or vendors.
 - b. Contractor shall report immediately to DAAS in writing any incidents of alleged fraud and/or abuse by either the Contractor or Subcontractor.
 - c. The contractor shall monitor the insurance requirements of its subcontractors and/or vendors.
 - d. Contractor shall monitor the performance of its subcontractors and/or vendors requiring subcontractor to maintain adequate staff.
 - e. The contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontract agreement.
 - f. The contractor shall not delegate or contract the above responsibilities to any other entity, including but not limited to disputes, claims, protests of award, or other matters of a contractual nature.
 - g. The contractor will provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.
5. Subcontract Termination
- a. Contractor shall notify DAAS in writing of termination of this subcontract within three

¹ OMB applies if aggregate expenditures of \$500,000 in federal funds are spent in one fiscal year.

(3) business days of receipt of notification of intent to terminate subcontracted service(s).

K. Information Integrity and Security

1. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 4841.2., GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services.
- Information stored in any media form, paper or electronic.

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).

3. Disclosure

- a. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
- b. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Contractor shall not use such identifying information in paragraph c above for any purpose other than carrying out the Contractor's obligations under this agreement. The Contractor and its vendors are authorized to disclose and access identifying information for the purpose of carrying out the Contractor's obligations.
- e. The Contractor shall not, except as otherwise specifically authorized or required by this agreement, release any identifying information obtained under the terms of this agreement to anyone other than DAAS and/or CDA without prior written authorization from DAAS or CDA, except by court order. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Training/Education

- a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential

information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to DAAS upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.

- b. Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
- c. All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form (Attachment D) with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. The provision will remain in force even after the termination of the Contract.

7. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to DAAS immediately upon detection. A Security Incident Report form CDA 1025 (Attachments E) must be submitted to DAAS within five (5) business days of the date the incident was detected.

8. Notification of Security Breach to Data Subjects

- a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.
- b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
- c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

9. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which data collected under this agreement that is confidential, sensitive and/or personal may be used.

10. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business.

11. Provisions of this Article

The provisions contained in this Information Integrity and Security Paragraph shall be included in all contracts of both the contractor and its subcontractors.

12. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements prior to providing any services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

L. Elder and Dependent Adult Abuse Reporting

Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements: Under the terms of this Contract, as changes in the Elder and Dependent Adult Reporting Laws are enacted, the Contractor is bound to comply with the most current regulations.

1. Who Must Report:

In accordance with W & I Code Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) <http://www.dss.cahwnet.gov/Forms/English/SOC341.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

2. When To Report:

Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:

- a. When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse or sexual abuse; or
- b. When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse or sexual abuse.

3. To Whom To Report:

Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:

- a. If the abuse has occurred in a long term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
- b. If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement;

- c. If the abuse occurred anywhere other than a long-term care facility or State mental hospital or State developmental center, the report shall be made to Adult Protective Services or local law enforcement.

4. How To Report:

Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:

- a. Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
- b. Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <http://www.dss.cahwnet.gov/Forms/English/SOC341.pdf>. The completed form must be submitted to the same agency to which the incident was reported by telephone.

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

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

N. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

O. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

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

P. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County determines that a conflict of interest exists, funds may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the 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 – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit 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 herein 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 – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall

maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the 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. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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.

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

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

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the 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.

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

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

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

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

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

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

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- R. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- S. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- T. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
1. **Equal Employment Opportunity Program:** The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000, the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, gender, marital status, sexual orientation, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County Human Services Contracts Unit.
 2. **Civil Rights Compliance:** The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to submit Assurance of Compliance statement (Attachment F) along with their agency's Civil Rights Plan.
- U Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- V. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- W. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- X. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- Y. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

- Z. Contractor shall report immediately to the County in writing any incidents or alleged fraud and/or abuse by either Contractor or Contractor's subcontract(s). Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.
- AA. The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" form (Attachment G), in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in any subcontracts at all tiers, and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- BB. Contractor shall complete and submit Information Sheet (Attachment H) in accordance with its instructions.
- CC. Per DAAS contract with CDA, Article II.A.(27), Community Focal Points (Attachment I) provides Contractors with additional resources for their customers.
- DD. Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of contract effective date and follow necessary procedures to be included in the 2-1-1 database. The contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- EE. IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2204.

IV. COUNTY RESPONSIBILITIES

- A. The County shall monitor and evaluate the performance of the Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided based on the criteria as determined by the County.
- B. The County shall provide consultation and technical assistance in monitoring the terms of this Contract.

V. FISCAL PROVISIONS

- A. The maximum amount of funds available for reimbursement or payment under this Contract shall not exceed \$6,920 of which \$6,920 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 Contractor's services in the performance hereof, including travel and per diem.
- B. Contractor shall be compensated on a cost-reimbursement basis on the basis of the budget that is enclosed as Attachment J attached hereto and incorporated by reference into this Contract.
- C. Indirect Costs
 1. The maximum reimbursement amount allowable for indirect costs is 8 percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8 percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements.
 2. Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.
 3. Reimbursement for indirect costs shall be on the basis of an indirect cost rate plan documenting the methodology used to determine the indirect costs that shall be submitted by Contractor to DAAS and be approved by DAAS.

D Reports

1. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data, and information requested by DAAS pertaining to the Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control.
2. Contractor shall meet the following standards for the submission of required reports:

- a. Financial Reporting – Accurate, current and complete disclosure of the financial results of the program shall be made in accordance with the financial reporting requirements of this Contract. The following reports are to be submitted to DAAS when indicated:

1. Monthly-III B Supportive Services Invoice (Sample Invoice shown in Attachment K) – Due to DAAS Administration by the 5th working day of the month following the month of service to the address stated below:

DAAS Administration
Attention: IIIB Program Analyst
686 East Mill Street
San Bernardino, CA 92415-0640

2. Annually – The following reports are due on an annual basis no later than August 1:
 - Financial Close-out Report (if requested by DAAS)
 - Periodic Inventory Report

- Annual reports should be mailed to the following address:
DAAS Administration
Attention: IIIB Fiscal Analyst
686 East Mill Street
San Bernardino, CA 92415-0640
- Annual Financial Statement or Single Audit report as described below

3. Single Audit – If Contractor is a Single Audit entity as defined in this Agreement, Contractor shall:
 - Communicate the Catalog of Federal Domestic Assistance (CFDA) number to the independent auditor conducting the organization's Single Audit. The CFDA number for the IIIB Support Services is 93.044.
 - Provide a copy of Contractor's Schedule of Expenditures of Federal Awards (SEFA) to DAAS on an annual basis.

- E. The County shall pay Contractor for the authorized services of the previous month. Under normal conditions, Contractor shall expect payment approximately 30 days after submission of a correctly prepared invoice.
- F. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- G. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- H. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- I. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the

services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending \$500,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine months following the end of the Contractor's fiscal year.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- C. Appeal Procedures

If Contractor disagrees with any decision or action taken by the County or DAAS related to this Contract, Contractor may choose to file a formal grievance by following the procedures below:

- 1. The Contractor shall file a formal written grievance with the DAAS Deputy Director of Administrative Services ("DAAS Deputy Director") within fifteen (15) business days after the Contractor is aware of the factors or conditions precipitating the contract dispute. The written grievance shall set forth the subject of the grievance, identify the specific clause in dispute and shall provide a detailed statement of the grievance, including dates, names, places, and the specific remedy or action requested. The filing address is 686 East Mill Street, San Bernardino, California, 92415-0640. The DAAS Deputy Director shall provide a written response to Contractor within fifteen (15) business days of receipt of the grievance.

2. If Contractor is not satisfied with the DAAS Deputy Director's response, Contractor may file a written grievance appeal, which shall include a statement by the Contractor as to why the DAAS Deputy Director's response is not satisfactory, to the Director of DAAS within fifteen (15) business days of receipt of the DAAS Deputy Director's response. The filing address is 686 East Mill Street, San Bernardino, California, 92415-0640. The Director of DAAS shall provide a written response to Contractor within fifteen (15) business days. The Director of DAAS shall have final authority for the decision on the grievance except as provided below.
3. If Contractor is not satisfied with the DAAS Director's response, Contractor may file a written grievance appeal, which shall include a statement by the Contractor as to why the DAAS Director's response is not satisfactory, to the Assistant Executive Officer of Human Services (AEO) within fifteen (15) business days of receipt of the DAAS Director's response. The filing address is 385 North Arrowhead Avenue, Fifth Floor, San Bernardino, California, 92415-0128. The AEO shall provide a written response to Contractor within fifteen (15) business days. The AEO shall have final authority for the decision on the grievance except as provided below.
4. For those appeals which involve CDA programmatic policies and directives issued to the County and contained within this Contract, the following applies. If Contractor is not satisfied with the AEO's decision, the written grievance may be registered in writing with the CDA, Case Management Branch, 1300 National Drive, Suite 200, Sacramento, California, 95834, within fifteen (15) business days following receipt of the AEO's decision. Contractor shall submit to CDA the original written grievance along with a copy of the DAAS Deputy Director's written response, the Contractor's appeal to the Director of DAAS, the Director of DAAS' decision, the Contractor's appeal to the Assistant Executive Officer, and the Assistant Executive Officer's decision. CDA shall have final authority for the decision on the grievance.

VIII. TERM

This Contract is effective as of July 1, 2012 and expires June 30, 2013, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately in the event that funds are not available to the County pursuant to Section V, Paragraph A of this contract and/or under the provisions of Section VII, Paragraph B, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Director of DAAS is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

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

Contractor: City of Montclair
Attn: Miguel Garcia
P.O. Box 2308
Montclair, CA 91763

County: County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

D. Property

1. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Contract.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
2. Property meeting all of the following criteria is subject to the reporting requirements:
 - a. Have a normal useful life of at least 1 year;
 - b. Have a unit acquisition cost of at least \$500 (a desktop or laptop setup including all peripherals is considered a unit, if purchased as a unit); and
 - c. Is used to conduct business under this Contract.
3. Additions, improvements, and betterments to assets meeting all of the above conditions must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
4. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
5. All purchases of property meeting all of the following criteria above 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 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. Prior to any property/equipment purchases of \$500 or more by Contractor the "Request To Purchase Property/Equipment Form" (Attachment L) and "Property/Equipment Bid Form" (Attachment M) must be submitted by Contractor and be approved by DAAS.
6. The Contractor shall keep track of property purchased with Contract funds. Contractor shall record the following information when property is acquired:
 - a. Date acquired;
 - b. Property description (include model number);
 - c. CDA tag number or other tag identifying it as CDA property;
 - d. Serial number, if applicable;
 - e. Location of property;
 - f. Cost or other basis of valuation;
 - g. Fund source; and
 - h. Rate of depreciation (or depreciation schedule), if applicable.
7. The Contractor shall not use DAAS funded property as collateral to obtain loans, etc. Any liens placed against properties purchased with the funds available through this contract should be reported to DAAS within five (5) days. The Contractor shall maintain and submit to DAAS annually with the closeout, a current inventory of property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Contract or any predecessor contracts for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by DAAS.
8. Disposal of Property
 - a. Prior to disposal of any property purchased by the Contractor or subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from DAAS for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from DAAS. The Contractor shall use the Request to Dispose of Property (CDA 248) to request disposal of property from DAAS.
 - b. Contractor shall remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.
9. The Contractor shall immediately investigate, and within five (5) days fully document the loss, destruction, or theft of such property.
10. DAAS reserves title to all DAAS-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
11. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Contractor has complied with all written instructions from DAAS regarding the final disposition of the property.
12. In the event of the Contractor's dissolution or upon termination of this Contract, the Contractor shall provide a final property inventory to DAAS. DAAS reserves the right to require the Contractor to transfer such property to another entity, or to DAAS. To exercise the above right, no later than 120 days after termination of the Contract or notification of the Contractor's dissolution, DAAS will issue specific written disposition instructions to the Contractor.

13. Contractor shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of DAAS for other purposes in the following order:
 - a. Another DAAS program providing the same or similar service; or
 - b. Another DAAS -funded program.
 14. Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Director of DAAS. As a condition of the approval, DAAS may require reimbursement under this Agreement for its use.
 15. Contractor or subcontractor shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately owned business entity.
 16. Contractor shall include the provision contained in this Section in all its subcontracts awarded under this Agreement.
- E. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- F. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- G. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- H. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- I. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- J. Upon written demonstration of need by Contractor and at the option of County, up to 10% of the Title III funds may be advanced to Contractor by County upon the approval of the Director of DAAS. Any such advance shall cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the Contract term. No advance will increase the amount shown in Section V, Paragraph A. If, as a result of advanced income, the project earns interest on funds awarded by DAAS, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file.

XI. CONCLUSION

- A. This Contract, consisting of twenty-three (23) pages and Attachments A through N is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

City of Montclair

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

▶ _____
Purchasing Agent

(Print or Type Name)

Dated _____

▶ _____
(Authorized signature - sign in blue ink)

Paul M. Eaton

(Print or type name of person signing contract.)

Title Mayor _____
(Print or Type)

Dated _____

Address P.O Box 2308 _____

Montclair, CA 91763 _____

Approved as to Legal Form	Reviewed by Contract Compliance	Approved by Department
▶ Jacqueline Carey-Wilson, Deputy County Counsel	▶ Lory Klopfer, HS Contracts Unit	▶ Colleen Krygier, Director
Date _____	Date _____	Date _____

WORK PLAN
City of Montclair

FY 2012 – 2013

This work plan contains the measurable objectives mandated by the County of the service provider. The work plan specifies and establishes time frames either on an annual basis or, where required by state regulations, on a quarterly basis. The work plan constitutes the primary document for ongoing monitoring, Annual Program Performance Review/Fiscal Audit and will be used to measure the provider's efforts toward providing quality services.

I. Scope of Work

A. Services will be provided as follows:

RSA	Communities
Valleys	City of Montclair only

B. Services shall be provided as follows:

Valleys Regional Service Area				
Service Category	Number of Clients to be served	Number of Priority Clients to be served	Number of Units to be provided	Registered ¹ / Non-Registered ² Service
Assisted Transportation	33	30	1,150	Registered

¹ Registered Service - Reporting requirements include unduplicated client counts by individual characteristics, ADLs/IADLs and service units.

² Non-Registered - Reporting requirements include estimated unduplicated client counts and service units.

C. Service Definitions – Service category definitions and units of measure are as follows:

III-B Services

Service Category	Unit Measure	Definitions
Assisted Transportation	1 One Way Trip	Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

D. Clientele and Eligibility Criteria

- The clients served under this program are individuals age 60 and older. Proof of age or citizenship shall not be required as a condition of receiving services. Means tests shall not be used by any Contractor for any Title III-B services.
- Services shall not be denied to any Title III-B client that does not contribute toward the cost of the services received.

3. Clients will be given priority for services who are socially and/or economically needy with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas and who are not eligible for services from any other source.
4. Cost sharing shall not be implemented for any Title III-B service until so notified by DAAS.
5. Individuals referred by DAAS staff shall be given first priority for services under this agreement.

E. Intended Outcomes

1. Staff and/or volunteers providing services must be trained and qualified in the safe provision of services provided under this contract.
2. Outreach shall be conducted by Contractor in the communities served through a minimum of 4 presentations to community groups and organizations. All outreach activities will be documented and kept on file to be reviewed during program monitoring to be scheduled and conducted by DAAS staff.
3. A cost allocation plan which explains the methods used to allocate costs between programs with funds received from DAAS shall be developed by Contractor and on hand for review by DAAS.
4. A client or participant satisfaction survey shall be conducted by Contractor at least once a year. The survey form must be approved by designated DAAS staff prior to its use and all findings from the survey must be used to improve services. The returned surveys and tabulated results must be kept on file for review by DAAS staff.
5. For churches, community service centers and small stores serving minority communities, Contractor shall prepare posters, signs and brochures in languages other than English. Contractor shall post signs and distribute brochures in those communities.

II. Service Delivery Activities

A. Staffing

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement. This includes a Director and additional personnel as determined by the size of the service area and the method and level of service provision needed to fully comply with the terms of this work plan and agreement.
2. This staff shall be available to DAAS for training and meetings which DAAS may find necessary from time to time.

B. Volunteer Staff

1. Volunteers are individuals who work without pay in the performance of essential duties to conduct the program. In some cases, the Director may be a volunteer.
2. Volunteers shall not replace paid personnel.

C. Training Activities

1. Provide training both on the job and in formal training sessions, as appropriate, to improve the understanding of paid staff about the service(s) being provided. Wherever required by law and/or ordinance, licensed staff must be trained to carry out assigned duties. In addition, annually evaluate paid staff performance to determine his/her effectiveness, skill development and understanding of tasks they are assigned. Documentation of training shall be kept on file at the provider's main office for review by DAAS during program monitoring to be scheduled and conducted by DAAS.

2. Volunteers should be provided on the job training and opportunities for formal training to improve skills and understanding of the service being provided. Wherever required by law or ordinance, volunteers must be trained and/or licensed to carry out assigned duties. Documentation of training shall be kept on file at the provider's main office for review by DAAS during program monitoring to be scheduled and conducted by DAAS staff.

III. Other Service Requirements

A. Physical Set-Up

1. Where services are provided in a care center, office or any setting outside the client's home, the environment must be attractive, clean and free from obstacles which could cause injury.
2. Post floor plans identifying emergency exits, assembly areas, etc. and conduct evacuation drills at least twice a year. Proof of evacuation drills will be kept on file duly signed by the Fire Marshal or other authorized agency within the community where the service site is located.

B. Client Contributions and Confidentiality

1. Provider shall encourage seniors to contribute to the cost of services by notifying them at least annually, using the DAAS "Voluntary Contribution Flyer," (Attachment N) that donations are accepted and are important to maintaining the service(s) provided. Provider shall notify Title III-B Senior Service Program clients of voluntary contribution opportunities by posting the voluntary contribution flyer in a prominent area where services are provided (if not in-home) and by issuing the half-sheet flyer at the time of program enrollment. The provider shall not in any way employ tactics which could be viewed as coercive, embarrassing, and/or obligatory to the service being provided.
2. Provider shall encourage seniors to contribute to the cost of services by notifying them at least annually, using the DAAS "Voluntary Contribution Flyer for Senior Programs," (Attachment N) that donations are accepted and are important to maintaining the service(s) provided. Provider shall notify Title III-B Senior Service Program clients of voluntary contribution opportunities by posting the voluntary contribution flyer in a prominent area where services are provided (if not in-home) and by issuing the half-sheet flyer at the time of program enrollment. The provider shall not in any way employ tactics which could be viewed as coercive, embarrassing, and/or obligatory to the service being provided.
3. Any donation letters sent to clients for Title III services may not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service.
4. The provider shall ensure that all donations by eligible participants are kept confidential.
5. Provider shall establish appropriate procedures to safeguard and account for all contributions.

C. Coordination Activities

1. Provider shall participate within appropriate coordination bodies established by state law and/or county ordinance.
2. Provider shall include the following statement on all advertising, posters and brochures, etc. for services funded through this Contract:

"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. Provider shall coordinate service with other County departments and local agencies by providing time within the facility during participant meetings, staff meetings and volunteer meetings, etc., for presentations on special activities that promote a Community Based System of Care for elderly clients. All coordination activities must be documented and kept on file for review by DAAS.

D. Program Reporting Requirements

1. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data and information requested by DAAS pertaining to Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control which includes orienting and training staff regarding program data collection and reporting requirements.
2. DAAS will provide orientation and staff training regarding data collection and reporting requirements.
3. Contractor shall meet the following standard for its financial management systems:
 - a. The following reports are to be submitted to DAAS when Indicated:
 - 1) Monthly (Due by the 5th working day of each month)
 - a) For Non-registered Services:
 - DAAS III-B Non-Registered Service Unit Report
 - b) For Registered Services:
 - Monthly Units Roster
 - Newly enrolled or updated client "Intake Sheets"
 - "New Client Roster" if new clients enrolled in a contracted, registered service.
 - 2) Quarterly
 - Program modification request in writing to DAAS. Contractor shall describe, in detail, necessary program changes and the reasons for the requested modification.
 - b. DAAS may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as DAAS determines that the financial management standards are met.
 - c. Report service and client data will be verified by DAAS during the program monitoring visit. Additionally, audit files shall include but are not limited to a copy of the Monthly Service Report.
 - d. Report monthly expenditures to DAAS as required in Section V, Paragraph D of Contract. Maintain support files including but not limited to invoices, payroll, and other supporting documents, all of which will be attached to a copy of the expenditures report and kept on file by month for review during the Annual Audit.

- e. Maintain records, by month, that support claimed in-kind expenditures.

In the event additional funds become available, the provider will use the funds to increase the services provided to elderly clients by either increasing the number of individuals served or by increasing the units of service provided or both. Exceptions to this requirement, for instance the use of additional funds to purchase equipment, must be fully documented in writing and submitted to the department for prior approval according to Section X, Paragraph D of Contract. Failure to abide by this work plan will constitute just cause for sanctions being imposed.

**CLIENT COMPLAINT AND GRIEVANCE PROCEDURES
Older Americans Act Programs**

(Instructions: The service recipient is to read, sign, and receive a copy of this form. The original of the form is to be filed in the service recipient's case file maintained by contractor. The reverse side of this form may be used to file a complaint or grievance with the contractor/service provider.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 2.

2. Forward the written complaint/grievance to the **Deputy Director of Administration** at the following address:

Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640
ATTN: **Deputy Director**

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 3.

3. If no solution is apparent after Steps 1-2 have been exhausted, forward copy of written grievance to:

Human Services Group, Contract Administrator
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 15 business days of any actions being taken.
Please note: Each of these steps must be completed in the sequence shown.

If you believe that your civil rights have been violated, please contact:

Deputy Director, Administration
Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640

GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.

Signature of Service Recipient

Date

GRIEVANCE NOTICE

Your Name:
Date of Occurrence:
Approximate Time of Occurrence:
Name of Service Provider:
Address of Service Provider:
Nature of Grievance:
Resolution:

Resolved by: _____
Signature

Date

Signature of Service Recipient

Date

**San Bernardino County
Senior Supportive Services Program
Required Subcontract Language**

Services provided by subcontractor in advance of receiving notice that this agreement is approved may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

I. Subcontractor General Responsibilities

A. Assurances

1. Subcontractor may not be debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Subcontractor may not have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
3. Subcontractor may not have violated a federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. Subcontractor may not be presently indicted or otherwise criminally or civilly charged by a governmental entity.
5. Have not within a three-year period preceding this agreement had one or more public transactions terminated for cause or default.
6. Subcontractor shall report, in writing, immediately to Contractor any incidents of alleged fraud and/or abuse by either the Contractor or Subcontractor.
7. Subcontractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. The County Department of Aging and Adult Services must be immediately notified of any records showing a conviction.

- a. Examples include but are not limited to volunteers or employees in contact with a senior or disabled client at home, who transport them, and/or anyone who has routine, ongoing personal contact with seniors or disabled persons during the course of providing the contracted service(s).
8. Subcontractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family business or other ties.
 9. Subcontractor must administer their services according to all applicable local, State, and Federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to the subcontract resolving all issues using good administrative practices and sound judgment.
 10. If applicable^{2*}, subcontractor must administer federal and state awards in compliance with laws and regulations ensuring that performance goals are achieved as stipulated in the OMB Circular A-133.400(d)(3).*
 11. Subcontractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.
 12. The subcontractor, by signing this agreement, hereby certifies to the best of his or her knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

² OMB applies if aggregate expenditures of \$500,000 in federal funds are spent in one fiscal year

- b. Inclusion of this language in all subcontracts is certification as a material representation of fact upon which reliance is placed. This certification is a prerequisite for making or entering into the transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
13. Subcontractor guarantees that there were not any funds other than federal appropriated funds paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
14. Subcontractor shall comply with all federal statutes relating to nondiscrimination, including statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference.
15. Subcontractor shall comply with Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964).
16. Subcontractor shall comply with Equal Access to State- Funded Benefits, Programs and Activities (22 CCR 98323)(Chapter 182, Stats.2006).
17. Subcontractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).

B. Financial

1. Subcontractor shall be of sound financial status and in good standing with the Secretary of State of California and shall maintain that status throughout the term of the agreement. Note: Failure to do so shall result in suspension or termination of the agreement.
2. Funds for this agreement shall not be obligated for services beyond the ending date of this agreement.

3. Any reimbursement for authorized travel shall be at rates and per diem not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

Travel – <http://www.dpa.ca.gov/textdocs/freepmls/PML2008019.pdf>

Per Diem (meals and incidentals) – <http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>

Lodging – <http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

4. This is not to be construed as limiting the Contractor or subcontractor from paying any differences in costs, from funds other than those provided through the Department of Aging and Adult Services.

C. Performance

1. Subcontractor shall be subject to the same provisions as the contractor.
2. Subcontractor shall not have authority to contract for, on behalf of, or incur obligations on behalf of the County.
3. If the subcontractor begins work in advance of receiving notice that this agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.
4. Subcontractor shall report immediately to the Department of Aging and Adult Services in writing any incidents of alleged fraud and/or abuse by either contractor or subcontractor.

D. Records

1. Subcontractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the department.
2. Subcontractor may be required to have written reporting procedures specific to each program that may include:

- a. Collection and reporting of program data
 - b. Ensuring accuracy of all data from the subcontractor
 - c. Verification of subcontractor data prior to submission to Contractor
 - d. Correction procedures
 - e. Methodology for each non-registered service for collecting and reporting
3. If the above is applicable, Subcontractor's staff must be oriented and trained to perform the data collection and required reporting.
 4. Subcontractor shall maintain complete records including, but not limited to, accounting records, contracts, agreements, reconciliation of the Financial Closeout Report, summary worksheets as a result of any audit performed, supporting documentation, letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of all activities and expenditures pertaining to this agreement.
 5. Maintain all records and books pertaining to the delivery of services under this contract and demonstrate accountability for contract performance.
 6. The County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
 7. Records must be maintained and made available until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department of Aging and Adult Services. Records may be required for a longer period as deemed necessary by the department.

Subcontractor	Title	Date
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Contractor	Title	Date
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DEPARTMENT OF AGING
CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
 CDA 1024 (REV 1/07)

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME:	CONTRACT NUMBER:
AUTHORIZED SIGNATURE:	PRINTED NAME AND TITLE OF PERSON SIGNING:
<p>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</p> <ul style="list-style-type: none"> • confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies. • all access codes which allow access to confidential information will be properly safeguarded. • activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025. • any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act. • any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement. • obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA. • all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement. • all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements. • CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract. • I agree to protect the following types of confidential information which include but not limited to: <ul style="list-style-type: none"> - Social Security number - Medical information - Claimant and employer information - Driver License information - Information about individuals that relate to their personal life or identifies or describes an individual - Other agencies' confidential and proprietary information - Criteria used for initiating audit selection - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.) - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract. • I agree to protect confidential information by: <ul style="list-style-type: none"> - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason - Securing confidential information in approved locations - Never removing confidential information from the work site without authorization. 	

CALIFORNIA DEPARTMENT OF AGING (CDA)
SECURITY INCIDENT REPORT
CDA 1025 (New 07/07)

INCIDENT INFORMATION		
1. AGENCY/CONTRACTOR NAME:		2. AGENCY/CONTRACTOR INFORMATION SECURITY OFFICER'S NAME:
3. AGENCY/CONTRACTOR ADDRESS:		4. AGENCY/CONTRACTOR TELEPHONE:
5. DATE/TIME OF INCIDENT: <input type="checkbox"/> UNKNOWN	6. DATE INCIDENT DETECTED: <input type="checkbox"/> UNKNOWN	7. INCIDENT REPORTED TO: <input type="checkbox"/> CALIFORNIA DEPARTMENT OF AGING <input type="checkbox"/> DISTRICT ATTORNEY <input type="checkbox"/> CA HWY PATROL <input type="checkbox"/> ATTORNEY GENERAL <input type="checkbox"/> OTHER:
8. INCIDENT LOCATION * *		
9. DESCRIPTION OF INCIDENT:		
10. MEDIA DEVICE TYPE, IF APPLICABLE:		11. WAS THE PORTABLE STORAGE DEVICE ENCRYPTED? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN
12. IF NO, EXPLAIN:		
13. DESCRIBE THE COSTS ASSOCIATED WITH RESOLVING THIS INCIDENT:		14. TOTAL ESTIMATED COST OF INCIDENT:\$
15. TYPE OF PERSONALLY IDENTIFIABLE INFORMATION (CHECK ALL THAT APPLY): <input type="checkbox"/> NO PERSONAL INFORMATION <input type="checkbox"/> SOCIAL SECURITY NUMBER <input type="checkbox"/> HEALTH OR MEDICAL INFORMATION <input type="checkbox"/> FINANCIAL ACCOUNT NUMBER <input type="checkbox"/> NAME <input type="checkbox"/> DRIVER'S LICENSE/STATE ID NUMBER <input type="checkbox"/> OTHER (SPECIFY)		
16. IS A PRIVACY DISCLOSURE NOTICE REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO *IF A PRIVACY DISCLOSURE NOTICE IS REQUIRED, ATTACH A SAMPLE OF THE NOTIFICATION.	17. NUMBER OF INDIVIDUALS AFFECTED:	18. DATE NOTIFICATION(S) MADE TO THE INDIVIDUAL:
19. HAVE THOSE RESPONSIBLE FOR THE INCIDENT BEEN IDENTIFIED? <input type="checkbox"/> YES <input type="checkbox"/> NO COMMENT:		
20. CORRECTIVE ACTIONS TAKEN TO PREVENT FUTURE OCCURRENCES:		
21. ESTIMATED COST OF CORRECTIVE ACTIONS: \$	22. DATE CORRECTIVE ACTIONS WILL BE FULLY IMPLEMENTED:	
SIGNATURES		
23. PRINT - AGENCY/CONTRACTOR INFORMATION SECURITY OFFICER:	SIGNATURE:	DATE:
24. PRINT - AGENCY/CONTRACTOR PRIVACY OFFICER:	SIGNATURE:	DATE:
25. PRINT - AUTHORIZED SIGNATURE/DIRECTOR:	SIGNATURE:	DATE:

DEPARTMENT OF AGING
SECURITY INCIDENT REPORT
INSTRUCTIONS

The following instructions will assist in completing the form. All questions must be completed, even when the response is a future action.

1. Agency/Contractor Name - **Provide your agency, contractor, vendor, department, board, bureau or commission's full name.**
2. Agency/Contractor Information Security Officer's Name - **Provide your agency's Information Security Officer's Name.**
3. Agency/Contractor Address - **Provide your agency/contractor's address.**
4. Telephone - **Provide your agency/contractor's telephone number.**
5. Date/Time of Incident - **Provide the date/time when the incident occurred. If unknown, select the "Unknown" checkbox.**
6. Date Incident Detected - **Provide the date the incident was discovered.**
7. Incident Reported To - **Select the appropriate checkbox. If applicable, select the other checkbox and describe to whom the incident was reported.**
8. Incident Location - **Provide the location where the incident occurred. For example, if a laptop was stolen from an employee's home, suggested content is "Employee's Home, Roseville, CA"; or if the incident occurred at the agency's headquarters office, suggested content is "Agency's Headquarters, 123 Any Street, Sacramento, CA."**
9. Description of Incident - **include the following in the description:**
 - **When the incident occurred and how it was discovered.**
 - **The effect of the incident on the business and infrastructure of your agency.**
 - **The number of people (inside your agency and outside your agency) affected by this incident.**
 - **The effects, if any, of this incident on people, businesses or services outside of your agency.**
 - **The details of any law enforcement investigation of this incident, such as which agency investigated it, when, and the report number.**
 - **Any personal, confidential, or sensitive information involved/disclosed.**
10. Media Device Type, If Applicable - **Provide the type of media or device involved in the incident, such as paper (fax, mail, etc.) or electronic (CD, floppy drive, laptop, PDA, email, etc.).**
11. Was the Portable Storage Device Encrypted? - **Check the appropriate box.**
12. If NO, Explain - **Describe why the storage device was not encrypted.**
13. Describe the Costs Associated with Resolving this Incident - **Provide a cost estimate of resolving the incident. Cost should include everything necessary to resolve the incident, including hardware, software, staff time, contracting services, and any other pertinent costs that were triggered due to the incident. The estimate should also include costs associated with a disclosure notification (such as preparation, postage, call center activation, etc.).**

14. **Total Estimated Cost of Incident - Provide the total cost associated with handling the incident as it relates only to information technology. For example, if a state vehicle was stolen with a state-issued laptop in it, do not include the cost of the state vehicle.**
15. **Type of Personally Identifiable Information - If applicable, check the appropriate type(s) of personally identifiable information that applies in this incident.**
16. **Is a Privacy Disclosure Notice Required? - Check appropriate box. Sample – If yes, attach a sample copy of the notification sent to the affected individuals. DO NOT provide a sample that includes personally identifiable information.**
17. **Number of Individuals Affected - Identify the number of individuals whose personally identifiable information was breached/disclosed.**
18. **Date Notification(s) Made to the Individual - Provide the date that the Notification was made to the affected individuals.**
19. **Have Those Responsible for the Incident Been Identified? - Check the appropriate box. If applicable, add comment.**
20. **Corrective Actions Taken To Prevent Future Occurrences - Provide a detailed description of the corrective actions taken by the agency to prevent future occurrences of a similar incident occurring again.**
21. **Estimated Cost of Corrective Actions - Provide cost estimations to implement the corrective actions. For example, hardware and/or software may need to be upgraded, installed or purchased; new policies may need to be developed; additional training may need to be given. Include all related costs, such as staff time, contracting services, and hardware or software purchases.**
22. **Date Corrective Actions Will Be Fully Implemented - Provide a date when the corrective actions were, or will be, fully implemented.**
23. **Print – Agency/Contractor Information Security Officer**
24. **Print – Agency/Contractor Privacy Officer - This is required only in those instances where personally identifiable information is involved. If personally identifiable information is involved and no disclosure notice is required, the Privacy Officer's signature is still required.**
25. **Print – Authorized Signature/Director**

ASSURANCE OF COMPLIANCE

**ASSURANCE OF COMPLIANCE WITH ALL APPLICABLE LAWS
RELATING TO
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

CONTRACTOR

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 11135 and California Code of Regulations (CCR) Title 22 Section 98000-98413, Title 24 of the California Code of Regulations, Section 3105A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and **HEREBY GIVES ASSURANCE THAT**, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE AGENCY HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized County, state and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, County shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

ORGANIZATION

ADDRESS

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

INFORMATION SHEET (one Information Sheet per Vendor)

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO:

SAN BERNARDINO COUNTY
 Department of Aging and Adult Services
 Attn: CONTRACTS

SECTION I: CONTRACTOR INFORMATION			
Contractor Name:			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Site Name for Services (if Different from Contractor):			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
Contract Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
Claim Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
SECTION II: DAAS INFORMATION			
Contract Mailing Address:		Contracts Unit:	
San Bernardino County Department of Aging and Adult Services Contracts Unit 686 E. Mill Street San Bernardino, CA 92415-0920		<i>Unit Fax #: 909-891-9150</i>	

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
Havasú Lake Senior Center	12198 Sunbonnet	Havasú 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
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
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

Following are the addresses of the Department of Aging and Adult Services offices.

City	Address	Zip	Phone
Barstow	536 East Virginia Way	92311	(760) 256-5544
Needles	1300 Bailey Avenue	92363	(760) 326-9328
Rancho Cucamonga	9445 Fairway View Place	91730	(909) 948-6200
San Bernardino	686 E. Mill Street	92415	(909) 891-3900
Victorville	17270 Bear Valley Road, Suite 108	92395	(760) 843-5100
Yucca Valley	56357 Pima Trail	92284	(760) 228-5390

DEPARTMENT OF AGING AND ADULT SERVICES
 Title III B Supportive Services
 Budget Summary

Original <input checked="" type="checkbox"/>	Revised <input type="checkbox"/>	Fiscal Year: 2012-2013
Agency: City of Montclair	Contact: Marcia Richter	Date: 5/31/2012

Budget Information					
120 Service Program	Grant Funding \$ (Attachment A2)	Program Income \$	Matching Funds (Attachment A3)		Total \$
			Matching Cash \$	In-Kind \$	
1 Assisted Transportation	\$6,920		\$2,085	\$500	\$9,505
2					
3					
4					
5					
6					
7					

FOR DAAS USE ONLY	
Approved by:	
signature:	date:

DEPARTMENT OF AGING AND ADULT SERVICES
 Title IIIB Supportive Services
 Program Budget

Note: Include expenses related to grant funding only (do not include expenses shown on page 3)

	Program/Service:	Program/Service:	Program/Service	Program/Service:	Total Cost
Staff Positions (list separately):					
Transportation Coordinator	\$6,290				\$6,290
121					
subtotal - Personnel	\$6,290				\$6,290
Equipment*					
Operating Expenses					
Contracted Services					
Indirect Cost*					
<LESS> Program Income					
TOTALS	\$6,290				\$6,290

Definitions:	
Equipment:	Tangible personal property with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. All equipment purchases require prior approval of County.
Operating Expenses:	Travel, supplies, rent, insurance, vehicle costs, utilities, or other allowable costs required by Program.
Contracted Services:	Funds paid to an outside organization for the purpose of having that organization carry out a significant portion of the program. Subcontracts require prior written approval of DAAS.
Indirect Cost:	Costs incurred for a common or joint purpose that are not directly related to contracted services. Requires Indirect Cost Rate Plan approved by DAAS. Claimed amount may not exceed 8% of direct costs.
Program Income:	Revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is: 1. Voluntary contributions received from a participant or responsible party as a result of services. 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement. 3. Royalties received on patents and copyrights from contract-supported activities. 4. Proceeds from sale of items fabricated under a contract agreement.

DEPARTMENT OF AGING AND ADULT SERVICES
 Title IIIB Supportive Services
 Matching Funds

Note: Include expenses related to grant funding only (do not include expenses shown on page 2)

	Program/Service:		Program/Service:		Program/Service:		Program/Service:		Totals
	Cash Match	In-Kind Match	Cash Match	In-Kind Match	Cash Match	In-Kind Match	Cash Match		
Staff Positions (list separately):									
Senior Program Specialist (0.5 FTE)	\$2,085								\$2,085
122									
subtotal - Personnel									
Equipment*									
Operating Expenses		\$500							\$500
Contracted Services									
Indirect Cost*									
<LESS> Program Income									
TOTALS	\$2,085	\$500							\$2,585

Definitions:	
Equipment:	Tangible personal property with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. All equipment purchases require prior approval of County.
Operating Expenses:	Travel, supplies, rent, insurance, vehicle costs, utilities, or other allowable costs required by Program.
Contracted Services:	Funds paid to an outside organization for the purpose of having that organization carry out a significant portion of the program. Subcontracts require prior written approval of DAAS.
Indirect Cost:	Costs incurred for a common or joint purpose that are not directly related to contracted services. Requires Indirect Cost Rate Plan approved by DAAS. Claimed amount may not exceed 8% of direct costs.
Program Income:	Revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is: 1. Voluntary contributions received from a participant or responsible party as a result of services. 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement. 3. Royalties received on patents and copyrights from contract-supported activities. 4. Proceeds from sale of items fabricated under a contract agreement.

INVOICE

COUNTY OF SAN
BERNARDINO

FY2011/12

DEPARTMENT OF AGING AND ADULT SERVICES

(Invoice Due By 5th County Business Day of the Following Month)

Purchase Order Number: _____

Title III - B

Total Cash Expenditures:	Cost to Provider	Cost to Provider	Cost to Provider	Cost to Provider	Total
123 Direct Cost, Including Cash Match, Non-Cash Match & In-Kind					
Indirect Cost, Including Cash Match, Non-Cash Match & In-Kind					
Total Program Cost:					
Deductions:					
1. Program Income					
2. Cash Match					
3. Non-Match Cash					
4. In-kind Contributions					
Total Deductions:					
Request for Reimbursement					
Comments:	Signature of Preparer:		Telephone #	Date:	
	Authorized Agency Signature:		Telephone #	Date:	

III-B INVOICE INSTRUCTIONS

1. Fill out your name and address, month of billing, and Purchase Order Number.
2. Fill in the categories you provide in each column of the report. If you provide just one service, just use the first column.
3. Organize your expenses for each type of service. Total up all expenses including Direct Cost, Cash Match, Non Cash Match and In-Kind Match. Enter the total in the Direct Cost cell.
4. Add up the indirect expenses for your program. Please see definitions - note that only 8% of the total cost can be for in-directs.
5. Fill in the Program Income, if any.
6. Fill in the Cash Match, Non-Match Cash and In-Kind Contributions.
7. The spreadsheet should subtract the deductions automatically and give you your net reimbursement number.
8. Make copies of the documentation for all your expenses: Direct Cost, Indirect Cost, Cash Match and In-Kind Contributions. Because you are not claiming Non-Match Cash and Program Income, you need not send documentation for these amounts.
9. Be sure to send your invoice to DAAS so it arrives by the 5th business day of the following month.

EXPLANATION OF TERMS

<u>Direct Cost:</u>	Costs that can be identified specifically with the services provided under this Agreement (e.g., employee compensation; utilities; rent; equipment; travel expenses; volunteer value hours; materials acquired, consumed, or expended; etc.)
<u>Indirect Cost:</u>	Costs incurred for a common or joint purpose that are not directly related to contracted services. The maximum reimbursement amount allowable for indirect costs is 8 percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8 percent maximum may be budgeted as in-kind and may be used to meet minimum matching requirements, if any.
<u>Cash Match:</u>	Cash, other than program income, contributed to the project from local or State funds. With the exception of Community Development Block Grant (CDBG) funds, Federal funds cannot be used as cash match. Costs borne by the Contractor and cash contributions from any and all third-parties such as company/private donations, or payments made by from the contractor's general fund can be considered cash match. Funds received by the contractor as Program Income cannot be counted cash match.
<u>Non-Match Cash:</u>	Federal funds other than Community Development Block Grant (CDBG) funds contributed to the project Funds received by the contractor as Program Income cannot be counted cash match.
<u>In-Kind Contributions:</u>	Contributions other than cash made to the program by third-parties; e.g. volunteered time or the use of facilities to hold meetings.
<u>Request for Reimbursement:</u>	Requested Reimbursement for this month.

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 a Property/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 _____

SAN BERNARDINO COUNTY
DEPARTMENT OF AGING AND ADULT SERVICES

PROPERTY/EQUIPMENT BID FORM

Fund Source:

Contractor Name:
Address:

Contact:
Phone:

Item Description:

Date of Bid:	Date of Bid:	Date of Bid:
Vendor: _____ _____ _____	Vendor: _____ _____ _____	Vendor: _____ _____ _____
Contact:	Contact:	Contact:
Phone:	Phone:	Phone:
Cost per unit: Number of units: Total Cost:	Cost per unit: Number of units: Total Cost:	Cost per unit: Number of units: Total Cost:
Comments:	Comments:	Comments:

Senior Service Programs

Funding for services provided by the Older Americans Act* does not cover the costs to provide senior services for all those in need. We welcome your donation for any amount; however, if you are not financially able to contribute you will not be denied services.

Voluntary contributions are accepted and will be used to expand services for which the contribution is given.

No eligible individual shall be denied participation because of failure or inability to contribute.

*Older Americans Act funding has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging.

County of San Bernardino
Department of Aging and Adult Services
Contact: 1-800-510-2020

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County of San Bernardino
Department of Aging and Adult Services
Contact: 1-800-510-2020

Programas de Servicio para Personas de la Tercera Edad

Los fondos para servicios proveídos por la ley federal para personas mayores de edad (Older Americans Act*) no alcanzan pagar los gastos para proporcionar servicios a todas personas necesitadas. Agradecemos su contribución de cualquier cantidad para ayudar con los gastos. Sin embargo, a usted no se le negarán los servicios si usted no puede contribuir por razones financieras.

Se aceptan las contribuciones y se usarán para expandir los servicios para cuales se dan.

**A ningún individuo elegible se le negará
participar en los servicios por no contribuir.**

*Fondos de la ley federal para personas mayores de edad se han proveído por el Departamento de Servicios para Ancianos y Adultos del Condado de San Bernardino por una subvención del Departamento de la Tercera Edad de California.

Condado de San Bernardino
Departamento de Servicios para Ancianos y Adultos
Llame al: 1-800-510-2020

Programas de Servicio para Personas de la Tercera Edad

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Condado de San Bernardino
Departamento de Servicios para Ancianos y Adultos
Llame al: 1-800-510-2020

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-53 WITH CATERING SYSTEMS, INC., TO PROVIDE MEALS FOR THE CITY'S SENIOR CITIZEN NUTRITION PROGRAM

DATE: June 18, 2012
SECTION: AGREEMENTS
ITEM NO.: 5
FILE I.D.: HSV105
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-53 with Catering Systems, Inc., to provide meals for the City's Senior Citizen Nutrition Program for a term of one year beginning July 1, 2012.

BACKGROUND: The City of Montclair is currently in the third year of a three-year contract with the San Bernardino County Department of Aging and Adult Services (DAAS) to operate a Senior Citizen Nutrition Program at the Montclair Community Center. The Human Services Division is managing and operating the nutrition program with grant funds awarded by DAAS.

The Human Services Division would like to continue subcontracting with Catering Systems, Inc., for nutrition program meal service. The company has been providing meals for the program since December 1999. Program participants and staff have been pleased with the catering service's performance. Catering Systems, Inc., continues to provide an enhanced menu at a reasonable cost. Catering Systems, Inc., is one of the few approved vendors qualified to provide nutritious meals funded under the Older Americans Act that delivers to San Bernardino County DAAS programs.

Should the Council approve Agreement No. 12-53, Catering Systems, Inc., would continue to deliver prepared meals every weekday. Catering Systems, Inc., would charge the City \$3.90 per meal, which is an increase of \$0.20 cents per meal. The cost increase is based on an escalation in both food and fuel costs as well as enhancing the menu.

The following chart shows the suggested donation for meals in surrounding cities. The cities of Claremont and Pomona receive subsidies from their respective General Funds and the Los Angeles County Area Agency on Aging.

<i>City</i>	<i>Donation</i>	<i>Provider</i>
Claremont	\$2.00	Morrison's
Chino	\$2.50	Oldtimers Foundation
Rancho Cucamonga	\$3.00	Oldtimers Foundation
Ontario	\$2.50	Oldtimers Foundation
Upland	\$2.50	Oldtimers Foundation

Prepared by: M. Richter
 Proofed by: Christine Smiderly

Reviewed and Approved by: [Signature]
 Presented by: [Signature]

Because of the increased costs from the caterer, it is suggested participants donate \$2.00 per meal, which is an increase of \$0.25 cents per meal. The funding for the meal cost would be paid through participant donations and DAAS grant funding from Agreement No. 12-36 approved by the City Council on May 21, 2012.

The term of proposed Agreement No. 12-53 is July 1, 2012, through June 30, 2013.

FISCAL IMPACT: There would be no cost to the General Fund to provide the estimated 17,494 meals that will be served during Fiscal Year 2012-13.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-53 with Catering Systems, Inc., to provide meals for the City's Senior Citizen Nutrition Program.

FOOD SERVICE AGREEMENT

THIS AGREEMENT, executed in Montclair, California, is made by and between the City of Montclair, a California Municipal Corporation, hereinafter referred to as the "Contractor," and Catering Systems, Inc., hereinafter referred to as the "Subcontractor."

WHEREAS, the Contractor and the County of San Bernardino Department of Aging and Adult Services, hereinafter referred to as "County," have entered into an Agreement which authorizes the Contractor to provide certain services, said City Agreement being No. 12-53 dated June 18, 2012; and

WHEREAS, the aforesaid Agreement provides that the Contractor may subcontract for certain professional services subject to prior County approval; and

WHEREAS, the Contractor desires to engage the Subcontractor to provide professional services as detailed elsewhere in this Agreement; and

WHEREAS, the Subcontractor desires to perform and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Contractor and the Subcontractor agree as follows:

AGREEMENT

Section 1. Statement of Work and Schedule

The Subcontractor shall perform and provide the services set forth in the Food Service Specifications, which is attached hereto as "Attachment 1" and by this reference incorporated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by said Food Service Specifications as well as by the general provisions herein.

Section 2. Representatives of the Parties and Service of Notice

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- A. The representative of the Contractor shall be, unless otherwise stated in the Agreement:

Marcia Richter, Assistant Director of Human Services
City of Montclair
5111 Benito Street
Montclair, California 91763
(909) 625-9453

- B. The representative of the Subcontractor shall be:

Lordwin Dsouza
Catering Systems, Inc.
2512 East Fender Avenue, Suite E
Fullerton, California 92831
(714) 278-9294

Section 3. Compensation to the Subcontractor

The Contractor shall pay to the Subcontractor an amount not to exceed \$3.90 per meal for approximately 70 meals per day for complete and satisfactory performance of the terms of this Agreement. The Subcontractor shall be paid for providing services set forth in this Agreement. Payment shall be made on a bimonthly basis.

Section 4. Time of Performance

The term of this Agreement shall commence July 1, 2012, and terminate June 30, 2013, provided that said term is subject to the provisions of Section 14, "Indemnity, Liability, and Insurance Requirements," and Section 18, "Termination," and the availability of Federal funds through the County.

There are 251 serving days during Fiscal Year 2012-13 including the following holidays and special occasions:

Independence Day - July 4, 2012
Labor Day - September 3, 2012
Veterans Day - November 12, 2012
Thanksgiving (two days) - November 22 and 23, 2012
Christmas Eve and Day - December 24 and 25, 2012
New Year's Eve and Day - December 31, 2012 and January 1, 2013
Martin Luther King's Birthday - January 21, 2013
Presidents Day - February 18, 2013
Memorial Day - May 27, 2013

Section 5. Notices, Demands, and Communications

- A. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed effective as the date of mailing.

- B. Such notices, demands, or communications shall be addressed as set forth below:

1. For the Contractor:

Marcia Richter, Assistant Director of Human Services
City of Montclair
5111 Benito Street
Montclair, California 91763
(909) 625-9453

2. For the Subcontractor:

Lordwin Dsouza
Catering Systems, Inc.
2512 East Fender Avenue, Suite E
Fullerton, California 92831
(310) 619-1218

- C. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this Section, within five (5) working days of said change.

Section 6. Audit Records and Bonding

- A. The Subcontractor shall maintain financial records and reports related to funds received under this Agreement.
- B. The Subcontractor shall maintain books, records, documents, and other accounting procedures and practices, which reflect all costs of any nature, including cost of raw food and labor costs, expended in the performance of this Agreement.
- C. These records shall be subject to audit or inspection by duly authorized County, State, or Federal personnel.
- D. The Subcontractor shall maintain all books, records, and other documents relative to this Agreement for three (3) years after final payment or audit by the United States Department of Health and Human Services, the California Department of Aging, and County for five years if no audit occurred.
- E. The Subcontractor shall provide to the Contractor, on an annual fiscal year basis, a statement that all persons handling funds received or disbursed by this Agreement are covered by Fidelity Insurance.
- F. The Subcontractor shall provide, on an annual basis, an official copy of the Certified Public Accountant audit, which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for and use of contract funds. All records of the Subcontractor bearing upon food purchases, storage, and food preparation directly related to said program under this Agreement shall be made available to the Contractor upon request.
- G. The Subcontractor shall furnish reports as required by the Contractor, County, California Department of Aging, and the U.S. Administration on Aging.
- H. Subcontractors shall use standardized recipes which meet Hazard Analysis requirements and which shall be available to Contractor and County.
- I. The Subcontractor shall supply raw food and labor costs to the Contractor as needed.
- J. The Subcontractor shall permit periodic monitoring of contracted activities by Contractor, Centralized Dietary Services, County, State, or Federal personnel.

Section 7. Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the scope of services to be performed by the Subcontractor and any increase or decrease in amount of compensation which are agreed to by the Contractor and the Subcontractor, shall be incorporated into this Agreement by a written amendment properly executed by both parties. Prior written approval shall be received from County.

Section 8. Permit and Licenses

The Subcontractor shall hold valid permits, license, certificates, and other documents as are required by the State, County, City, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Agreement, such as public health license, Orange County Inspection Reports, annual Fire Inspection Certificates, and other documents attached for County's approval. The Subcontractor shall notify the Contractor immediately of any suspension, termination, lapses, nonrenewals, or restrictions of required licenses, certificates, or other documents that may be cause for termination of this Agreement.

Section 9. Conflict of Interest

- A. The Subcontractor, during the period to be covered by this Agreement, shall have no interest, direct or indirect, with respect to the Contractor that could create a conflict of interest.
- B. No member, officer, or employee of the Contractor and no official, officer, or employee of the County who exercises any responsibilities or functions with respect to the Contractor during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The Subcontractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contractor the right to terminate this contract or, at the discretion of the Contractor, to deduct from the Subcontractor's fees the amount of such commission, percentage, brokerage, or contingent fees.

Section 10. Independent Contractor Status of the Subcontractor

The parties agree that the performance of the Subcontractor's services hereunder shall be in the capacity of an Independent Contractor and that no employees of the Subcontractor have been, are, or shall be employees of the Contractor or County by virtue of this Agreement, and the Subcontractor shall so inform each employee organization and each employee who is hired or retained under this Agreement.

Section 11. Assignment or Transfer of Interest

The Subcontractor shall not assign or transfer any interest in this Agreement, except that claims for moneys due or to become due from the Contractor under this Agreement may be assigned to a bank, trust company, or other financial institution.

Section 12. Applicable Sections of Agreement between County and the Contractor

The Contractor and the Subcontractor agree that all conditions set forth in the Agreement between the County and the Contractor, as applicable in the performance of this Agreement, are hereby included herein by reference as though set forth herein in full. Referenced sections are available at the Contractor and County for review during normal business hours.

Section 13. Discrimination Prohibited

- A. The Subcontractor shall not discriminate against any employee or person served on account of race, color, sex, religious background, ancestry, national origin, or disability in its performance of this contract and hereby agrees to comply with all Federal, State, and County laws or regulations pertaining hereto including the Americans With Disabilities Act and applicable Civil Rights Acts.
- B. It is expressly understood that upon receipt of evidence of such discrimination, the Contractor shall have the right to terminate said contract.
- C. Affirmative Action: A written affirmative action plan, embodying both (1) goals and timetables of minority manpower utilization; and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carry out such steps, is to be included.

Section 14. Indemnity, Liability, and Insurance Requirements

- A. The Subcontractor agrees to defend, indemnify, and hold harmless the Contractor and the County, their officers, employees, and assigns, against any and all claims arising from acts, omissions, or negligence of the Subcontractor, its officers, or employees in the performance of this Agreement. The Subcontractor shall defend any suit against the Contractor and County alleging personal injury, sickness, or disease arising out of meals served at the project sites (or home delivered) provided food is served one hour after delivery (or eaten immediately after home delivery).
- B. The Contractor shall promptly notify the Subcontractor in writing of any claims against the Contractor or Subcontractor and, in the event of a suit being filed, the Contractor shall promptly forward to the Subcontractor all papers in connection therewith. The Contractor shall not incur any expenses or make any settlement without the Subcontractor's consent. However, if Subcontractor refuses or neglects to defend any such suit, the Contractor may defend, adjust, or settle any such claim, and the cost of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Subcontractor.
- C. The Subcontractor shall furnish proof in the form of a hand-signed certificate of insurance that he/she carries insurance in the minimum amounts listed below prior to commencement of performance under this Agreement. Such coverage shall be maintained currently effective until receipt of final payment under the terms of this Agreement.

- 1. Comprehensive General \$1,000,000 combined Single Liability [including (CSL) minimum Product Liability]
 - 2. Professional Liability \$1,000,000 per occurrence
- D. Comprehensive Auto Liability (owned and nonowned)
- 1. Bodily Injury
 - \$ 100,000 each person
 - \$ 300,000 each accident
 - \$ 300,000 aggregate products
 - 2. Property Damage
 - \$ 50,000 each accident
 - \$ 250,000 aggregate operations
 - \$ 250,000 aggregate protection
 - \$ 250,000 aggregate products
 - \$ 250,000 aggregate contractual
- E. Worker's Compensation. The statutory limit shall be in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
- F. Additional Insured. The City of Montclair and County of San Bernardino shall be named as additional insured on all policies or certificates.
- G. Cancellation Notice. A 30-day Notice of Cancellation shall be mailed to the Contractor and County, 686 East Mill Street, San Bernardino, California 92415.
- H. In the event any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy.
- I. Failure on the part of the Subcontractor to procure or maintain required insurance shall constitute a material breach of Agreement and Contractor may immediately terminate or suspend this Agreement.

Section 15. Compliance with Statutes and Regulations

- A. In the performance of this Agreement, the Subcontractor shall obey all laws of the United States, the State of California, and the ordinances, regulations, policies, codes, and provisions of County.
- B. The Subcontractor shall conform to the nutrition requirements under Title III-C of the Older Americans Act of 1965, as amended, including providing the minimum Title III-C requirement per person of one third of the Recommended Daily Dietary Allowance (RDA).
- C. The Subcontractor shall comply with the California Uniform Retail Food Facilities Law (CURFFL). The Hazard Analysis (HACCP) requirements and San Bernardino County Department of Aging and Adult Services Policy and Procedures for Senior Nutrition Sites.

Section 16. Federal, State and Local Taxes

Federal, State, and local taxes shall be the responsibility of the Subcontractor as an independent contractor and not as a Contractor employee.

Section 17. Renewal Options

This Agreement is for one year only. It is optional on the part of the Contractor to renew the Agreement if desired. However, all agreements must be put out to bid during the County RFP period. Contractors must publicly bid on subsequent project year food contract. Bids will be awarded based on cost, capacity to provide service, proven competency and quality of product, proximity of meal locations, or other justifiable reasons.

Section 18. Termination

The Contractor may terminate this Agreement at any time within the period of its duration upon not less than thirty (30) days' written notice by the Contractor to the Subcontractor or immediately for cause. The Subcontractor may terminate this contract upon not less than thirty (30) days' written notice to the Contractor. Notice shall be provided as in Section 5 herein.

In addition, the contract may be terminated because of lack of funds, repeated citations by County, and failure to make corrective actions required by County. In the event funds to finance this contract, or part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than ten days' written notice to the other party. Said notice shall be delivered by certified mail, telegram, or in person. County shall be the final authority as to the availability of Federal or State funds. Waivers of breach of any provision of the contract shall not be construed to be a modification of the terms of the contract.

Section 19. Negotiation of Disputes

Any disputes of law or fact between the Contractor and the Subcontractor shall be settled between the parties concerned in such a manner that they will not delay or adversely affect the performance of the Contractor. Should any questions remain unresolved, the dispute would be submitted to the Director of the Area Agency on Aging or his designee to render a decision. Said decision will be binding upon the Contractor and the Subcontractor.

Section 20. Prior Approval of Subcontracts

The Subcontractor shall not enter into any subcontracts, for all or part of the services contemplated under this Agreement, without obtaining prior written approval of the Contractor and the Area Agency on Aging, which shall then be made a part of the original Agreement. No subcontracts shall be approved which would incur an obligation higher than the original agreed-upon price.

Section 21. Fair Labor Standards Compliance

Subcontractor agrees to indemnify, defend, and hold harmless the County of San Bernardino and the Contractor, its agents, officers, and employees from any and all

liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the Subcontractor's employees for which the Contractor or the County of San Bernardino may be found jointly or solely liable.

Section 22. Citizenship Laws

Subcontractor and Contractor warrant their full compliance with all laws regarding employment of aliens and others and that all their employees performing services hereunder meet the citizenship or alien status requirements contained in Federal Immigration Reform and Control Act of 1986. Subcontractor and Contractor shall obtain from all covered employees services hereunder all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Subcontractor and Contractor shall retain such documentation for all covered employees for the period prescribed by law. Subcontractor and Contractor shall indemnify, defend, and hold harmless the County, its officers, and employees from employer sanctions and any other liability which may be assessed against Subcontractor and Contractor of County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

Section 23. Subcontractor Staffing Requirements

To assure that meals are prepared in a safe, sanitary environment in compliance with the California Health and Safety Code, the San Bernardino County Department of Aging and Adult Services Policies and Procedures, and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's degree in Nutrition/Dietetics with an institutional food service management emphasis from an accredited college or university for supervision of the food services operation within the catering company and/or central kitchen. The Dietitian shall be both qualified as specified in sections 2585 and 2586, Business and Professions Code, and registered by the Commission on Dietetic Registration.

Or

The Subcontractor shall hire a qualified Food Service Manager who possesses a Bachelor of Science degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years' professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the four-year degree requirements. The Subcontractor must submit to the Contractor the registration identification number and expiration date of Registered Dietitian along with complete verifiable résumés of the Registered Dietitian or Food Service Manager for County's approval.

The County may, at its sole discretion, waive this requirement or, for repeated deficiencies of noncompliance, require the Subcontractor to fill both positions and/or to expand the required positions to full-time positions.

Section 24. Date of Execution

The parties hereto agree that the first party to execute this Agreement shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this Agreement is made provided, however, the term shall be for the period set forth in Section 4 herein.

Section 25. Complete Agreement

This Agreement, Appendices, if applicable, and Attachment 1 contain the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

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

Subcontractor:

CATERING SYSTEMS, INC.

Lordwin Dsouza

Date

Date

City:

CITY OF MONTCLAIR

Paul M. Eaton
Mayor

Date

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Date

ADDENDUM

OTHER REQUIREMENTS (Contractor's Option)

"Penalties for discrimination in employment - Any contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practice Act or similar provisions of federal law or executive order in the performance of any contract with the City, thereby shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$25 for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section."

"Penalties for violation of affirmative action provisions - Any contractor who shall be found in violation of the agreement to pursue an affirmative course of action, or in violation of any provision of the affirmative action guidelines pertaining to the contract, shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$250 for each calendar day during which the contractor is found to have been in noncompliance, damages for said breach of contract, or both."

**FOOD SERVICE SPECIFICATIONS
BETWEEN THE CITY OF MONTCLAIR
AND CATERING SYSTEMS INC.**

STATEMENT OF WORK AND SCHEDULE

During the time of performance as set forth herein, the Subcontractor shall furnish all food, labor, and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 60 years of age and older in compliance with the Title III Congregate and Home-Delivered Nutrition standards as described in Federal, State, and County regulatory statutes and the California Health and Safety Codes, more specifically, the California Uniform Retail Food Facilities Law (CURFFL) as amended January 1, 1996, the Older Americans Act (OAA), Amendment of 1992, and the San Bernardino County Department of Aging and Adult Services (County).

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the DAAS Policies and Procedures and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's Degree in Nutrition/Dietetic with an institutional food service management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or central kitchen.

The Subcontractor shall hire a qualified Food Service Manager who possess a BS degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the 4 year degree requirements.

The Subcontractor must submit, to the Contractor, the registration identification number and expiration date of the Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager for the County's DAAS approval.

The County may, at its sole discretion, waive this requirement or for repeated deficiencies of non-compliance, require the Subcontractor to fill both positions, and/or to expand the required positions to full time positions.

A. Number of Meals

The maximum requirement is estimated at 70 meals per day, Monday through Friday.

	<i>Total Annual Meals</i>	<i>Catered Cost of Meal</i>
Monday through Friday	70	\$3.90
Saturday	N/A	
Sunday	N/A	
Box lunches	N/A	
Breakfast	N/A	
Frozen meals	N/A	
Other food items	N/A	
Total Annual Meals	17,494	\$68,226.60

B. Delivery

1. The meals shall be delivered as follows:

<i>Meal Location</i>	<i>Approx. Number of Meals</i>	<i>Time Food Preparation Completed</i>	<i>Time Food Leaves Kitchen</i>	<i>Time Food Arrives at Site</i>
Montclair Community Center 5111 Benito Street Montclair, California	70	10:00 a.m.	10:30 a.m.	11:00 a.m.

2. The Contractor reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate, subject to approval by County.
3. The Contractor may change the days and time of delivery and service by giving the Subcontractor seven (7) days notice.
4. The Contractor may change the number of meals to be delivered to any of the meal locations by notifying the Subcontractor by 10:00 a.m. the day prior to delivery.
5. The Subcontractor shall deliver the meals no more than 60 minutes prior to or 30 minutes after the agreed upon serving time.
6. Box lunch delivery time may be as early as 9:00 a.m. as long as appropriate holding facilities are available for perishable food items and

meals are transported under appropriate packing, heating and cooling temperature requirements.

7. The Contractor reserves the right to require Subcontractor to deliver food on all holidays that food service is needed.
8. The contractor shall serve foods for congregate meals; within two (2) hours after food preparation has been completed.

C. Delivery Service Specifications

1. Meals are to be delivered in (bulk/individual) prepackaged servings.
2. The Subcontractor shall supply the following food service items.

<i>Item</i>	<i>Specifications</i>
Rectangular disposable plates	Five compartment
Disposable bowls	Eight-ounce soup bowls
Disposable flatware	Bulk or pre-packaged, good quality
Napkins	Good quality
Table coverings	Paper placemats
Disposable cups	Eight-ounce cups for bulk milk
Other	Straws, plastic gloves, boxes, or bags as needed for box lunches

3. The Subcontractor shall provide all serving trays and utensils, warming, refrigerating and freezing equipment, where necessary, for the maintenance of proper temperatures as specified herein, and shall provide servicing of the equipment and/or replacement (depending on needs of Project).
4. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or infestation. All hot foods should be packaged individually or in bulk containers to ensure a minimum delivery temperature of 145° F. All cold foods must be packaged to ensure a maximum delivery temperature of 40° F. All foods intended to be delivered frozen shall be packaged to maintain a hard frozen state until such food reaches point of delivery.

Temperature of bulk and home-delivered meals must be taken daily at the end of production/packaging and on delivery at the nutrition site by the Subcontractor and Contractor. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packing.

Daily written documentation of temperature logging/monitoring must be kept by Subcontractor and will be subject to audit by the centralized dietary services and the County nutritionist.

The sites shall be assumed correct on shortages unless the caterer proves them wrong. All calls regarding shortages and food replacement will be communicated by the Contractors office.

5. Meals must be delivered in refrigerated trucks and/or approved for bulk-insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.
6. Food and supplies must be packed and handled in a sanitary manner to assure absence of contamination and spillage.
7. The program may require replacement of any cold food that is received on site at above 45 F and any hot food that falls below 140 F.
8. Food shortages and/or spoiled foods that are reported to the caterer by agree time of delivery must be replaced or the enclosed deduction schedule will be utilized.
9. Packing of food for delivery to the sites will be negotiated as mutually acceptable to the Contractor and Subcontractor. Sites may differ on packaging of some items due to available site equipment and time/distance.
10. The Subcontractor shall be responsible for cleaning and care of equipment returned to his facility each day.
11. The Subcontractor shall place food in areas designated by meal location managers.
12. Food shall be transported no longer than 60 minutes after packaging.
13. Food shall be kept in heat retaining equipment no longer than **60 minutes** prior to serving.
14. Each delivery shall be accompanied by a delivery slip, in triplicate, designating number of meals and supplies delivered. Project Director or designated person will sign receipt, if in order, and one copy shall be left with the Project Director.
15. Instructions shall be attached to each food product delivered indicating name of meal location, number of servings, size of servings, and size of utensil to be used in serving.
16. Cake, cornbread, and casserole dishes, i.e. meatloaf, lasagna, tuna noodle casserole shall be pre-scored by the Subcontractor for the appropriate number of servings.
17. All Subcontractor delivery equipment shall be removed from the meal location by the next service day. Contractor is not responsible after this time.

18. The Subcontractor shall provide a back-up delivery system in the event of vehicle breakdown.
19. Electrical items required to be provided herein shall have the UNDER-RITERS LABORATORY approval and meet all current OSHA and COSHA laws and regulations. Subcontractor shall provide Contractor with a current copy of the health certificate and any corrected deficiencies with bid. To ensure that all regulations are followed, the Subcontractor must have a qualified food service manager or part-time registered dietitian (20 hours per week) or staff who will assure that meals are prepared in a safe and sanitary condition throughout the meal service operation.
20. Authorized representatives of the Contractor, County, centralized dietary services, State, and Federal shall have the right to inspect food preparation, storage, and packaging sites during the term of the contract.

D. Meal Standards

1. A Chemical analysis of any food delivered by the Subcontractor may be requested by the Contractor or County at any time. The Subcontractor agrees to cooperate in having the analysis done. If the analysis discloses that the food does not comply with required meal specifications, the Subcontractor shall be liable for the cost of this analysis and meals served to seniors out of compliance.
2. The Subcontractor shall be liable for meals that do not meet the nutritional standards and requirements, are spoiled or unwholesome at time of delivery, are incomplete or insufficient in number ordered, or are delivered after the time specified by the Contractor. In the event the Subcontractor fails to deliver complete meals, other foods, or supplies as agreed upon, the Contractor may provide a substitute meal with emergency meals of supplies purchased from other places and charge the cost of the purchased meal to the Subcontractor. The replacement cost shall not exceed 100 percent of the contract catered meal cost.
3. If any portion of a meal other than the entree is delivered in an unacceptable condition, such as incorrect temperature (potentially hazardous)* less than contracted portion, spoiled or too late, the Subcontractor shall be liable for the cost of that portion. If the entree is unacceptable, the Subcontractor shall be liable for the cost of the entire meal. In order to ensure conformance to the above, the delivery driver shall remain at the site until the food is checked by the location manager. All shortages shall be noted on delivery slip for proper crediting.

E. Menus

1. All menus shall comply with Title III-C meal pattern requirements.
2. A **three-month** cycle menu shall be used that is written once yearly.

3. The Contractor has the responsibility for menu writing with input from the Project Council and Subcontractor. The menu shall be approved by the centralized dietary services dietitian.
4. The Contractor is responsible for typing and duplicating the menu.
5. All menus must be signed by the Project Director, Project Council Chairman or designee, the centralized dietary services dietitian, and certified by the County nutritionist prior to the start of the menu cycle.
6. The Project Director or centralized dietary services dietitian shall submit all menu substitutions by the Subcontractor at least 2 days prior to the serving date. The subcontractor may, however, in an emergency make menu substitutions on verbal approval of the Project Director or centralized dietary services dietitian, with a written notice to follow for documentation.
7. Provisions shall be made by the Subcontractor to provide in-service training regarding food sanitation and safety for their food service staff. Documentation of such training shall be submitted to the Contractor. County may require the Contractor, based upon major finding of non-compliance items in food and safety, to provide additional food service training.

*See definition of Potentially Hazardous Food, DAAS Contract Management for Service Providers.

F. Meal Pattern Specifications

1. All food must be of the highest quality standard and conform to USDA requirements. It must be prepared in a manner to preserve optimum flavor and appearance while retaining nutrients and food value. Special consideration should be given to tenderness of meat because of the age of our participants. The Subcontractor is responsible for assuring its high quality before it is sent to the meal sites.

Title III – Meal Pattern:

Meat or meat alternatives	Three-ounce edible portion of whole meats (exclusive of bone, fat gristle, etc.). Specification for all processed preformed meat must be approved by the County nutritionist before adding to menu. Two-and one-half-ounce edible portion of meat/meat alternate in casserole dishes.
Vegetable/fruits	Two-and-one-half cup servings each (exclusive of dessert).

Juice*	One-half cup Vitamin C fortification required to satisfy Vitamin C requirement. If concentrated juice is used, the juice does not meet the vegetable/fruit requirement.
Starch or alternate	One slice bread or one-half cup serving cooked starch, such as rice, pasta, etc. Selections made from whole grains are preferred.
Fortified margarine or butter	One teaspoon.
Dessert*	One-and-one-half cup or fresh fruit equivalent.
Milk or milk product	Eight-fluid-ounce serving or calcium equivalent. Nonfat or low-fat dairy products desired.

- (a) In the preparation of all meals, the Subcontractor shall use a minimum of simple sugars. Each meal shall not exceed 1100 milligrams of sodium and shall be low in fat (standard is no more than 30 percent or less of total calories)
- (b) Special diets, specifically low sodium, low fat, and sugar free shall be provided as specified (optional).
- (c) One hundred percent milk shall be available in a variety of types, including nonfat and low fat.
- (d) Subcontractor shall provide all condiments that are normally served with specific menus including, but not limited to, salt; pepper; salad dressing; tartar sauce; mustard; catsup; cream; sugar; and garnishes, such as lemon slices and parsley (as agreed upon).
- (e) Ground beef may be used no more often than twice a week and must be in solid form such as meat loaf or Salisbury steak for one of the servings. The fat content cannot exceed 15 percent.
- (f) Textured vegetable protein may be used at no greater amount than 30 percent of the total protein.
- (g) Meat alternates (dried beans, peas, lentils, nuts, nut butters) shall not be served more often than one time per week.
- (h) Desserts, such as fruits or high-nutrient density desserts shall be served throughout the week in one-half (1/2) cup portions. High-calorie desserts, such as plain gelatin desserts, cakes, pies, cookies, and similar foods, shall also be included but are to be limited to once per week. Milk-based dessert may be served once per week. A dessert consisting of 50 percent fruit (fruited Jell-O, etc.) may be served once a week.

- (i) Different fruits will be served at least two days per week for dessert. Whole fresh fruit in season shall be served at least once during each week. Canned fruit will be water packed or packed in its own juice.

2. Minimum grades for all foods shall be as follows:

- (a) Beef: USDA Grade A choice
- (b) Pork: USDA Number 1 (as defined in S R.A., No. 171, U.S. Standards and Grades of Pork Carcasses)
- (c) Lamb: USDA choice
- (d) Poultry: USDA Grade A to be used for all fresh or frozen poultry products. Necks, backs, and wings alone shall not be used prior approval of the Project Director or project designee. Reconstructed roll products are not acceptable (optional).
- (e) Variety meats: Grade No. 1 from USDA Government-inspected plants.
- (f) Dairy products: Following is to be used as minimum specifications for all graded dairy products:
 - (1) Eggs, fresh USDA or State Graded A
 - (2) Cheese, USDA Grade A nonprocessed cheese
 - (3) Milk, low fat, shall be available
- (g) Fish and seafood must be fresh or frozen and be a nationally distributed brand packed under continuous inspection of the U.S. Department of Interior.
- (h) Canned fruits and juices: USDA Grade A (Fancy) and Grade B (Choice) are to be used for all graded fruits and fruit juices. Grade C (Standard) may be used for pie and cobbler products only.
- (i) Fresh fruits: USDA Fancy to USDA No. 1 to be used for all graded fresh fruits as a minimum standard.
- (j) Fresh vegetables: USDA Fancy and No. 1 to be used for all graded fresh vegetables as a minimum standard.
- (k) Frozen fruits and vegetables: USDA Grade A is to be used for all graded frozen fruits and vegetables as a minimum standard.

3. Meal Component/Nutrient Analysis

- (a) A meal component /nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be completed in compliance with OAA, Section 339, and California Regulations, Title 22, Division 1.8, Chapter 4, Article 5, Section 7638.5.

Computerized Nutrient Analysis Requirements:

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. Nutrition programs for the elderly should focus on:

- Vitamin A
- Vitamin C
- Protein
- Fat
- Sodium
- Fiber

Not 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.

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 Dietary Reference Intakes, the menus should also follow the Dietary Guidelines for Americans.

- (b) Menu cycle shall be analyzed on a regular basis and documentation maintained for County review.

G. Supplies Specification Procedures

The Subcontractor shall provide disposable table service based upon the supplies specification included. These supplies shall be ordered and delivered weekly at each site. A minimum of one week's supply on hand at all times. The Contractor shall supply order forms and monitor supply usage.

The Subcontractor shall furnish, as part of supplies, the cleaning and other miscellaneous supplies (see Supplies Specification Sheet). These supplies will be ordered as needed. The Contractor shall supply order forms and monitor supply usage. (This is subject to negotiation.)

EVALUATION OF SUBCONTRACTOR

The Contractor and centralized dietary services dietitian shall evaluate the Subcontractor's performance to determine if the Agreement is in compliance in meeting requirements. All evaluations must be sent to the County nutritionist.

RECEIPTS AND INVOICES PROCEDURES

- A. The Subcontractor shall issue daily delivery receipts to each site.
- B. After the close of each week, the Subcontractor will furnish to the program an invoice of meals ordered by the program, the previous week. The Contractor will pay such invoices for the prior week within 30 days after receipt of same invoice or as agreed between the Contractor and Subcontractor.

DEDUCTION PROCEDURE

- A. The Subcontractor shall deliver meals that meet Title III-C menu regulations. If the Subcontractor fails to deliver all menu items or appropriate substitute items and/or the program rejects food, the Subcontractor shall be reimbursed as outlined in Section 4, "Meal Standards."

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-54 WITH NUTRITION INK TO PROVIDE
NUTRITION-EDUCATION SERVICES FOR THE
CITY'S SENIOR CITIZEN NUTRITION PROGRAM

DATE: June 18, 2012

SECTION: AGREEMENTS

ITEM NO.: 6

FILE I.D.: HSV105

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-54 with Nutrition Ink to provide nutrition-education services for the City's Senior Citizen Nutrition Program. A copy of proposed Agreement No. 12-54 is attached for the City Council's review and consideration.

BACKGROUND: At its meeting of May 21, 2012, the City Council approved Agreement No. 12-36 with the San Bernardino County Department of Aging and Adult Services (DAAS) to provide a Senior Citizen Nutrition Program for participants aged 60 and over. Agreement No. 12-36 requires that the City of Montclair provide nutrition-education services to program participants, volunteers, and staff. Agreement No. 12-54 proposes that Nutrition Ink would perform the following services on a quarterly basis:

- ✓ Plan, organize, and conduct nutrition education training programs for participants, volunteers, and staff
- ✓ Monitor the nutrition site
- ✓ Evaluate and monitor food preparation and, if needed, make recommendations for improvements
- ✓ Recommend and monitor standards for sanitation, safety, and security of the food service

In addition, Nutrition Ink would review and analyze menus monthly or as needed and develop, maintain, and use pertinent record systems in relation to the needs of the program. The term of proposed Agreement No. 12-54 is July 1, 2012, through June 30, 2013.

FISCAL IMPACT: Nutrition Ink's \$2,000 annual fee to provide nutrition-education services for the Senior Citizen Nutrition Program would be paid with grant funds DAAS awarded to the City in Agreement No. 12-36.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-54 with Nutrition Ink to provide nutrition-education services for the City's Senior Citizen Nutrition Program.

Prepared by:

M. Richter

Reviewed and
Approved by:

[Signature]

Proofed by:

Christine Smedley

Presented by:

[Signature]

NUTRITION INK AGREEMENT

I. OBJECTIVE:

To provide consultation to City of Montclair Senior Citizen's Program (Agency/Contractor) regarding nutrition provider requirements as outlined in Title 22, Division 1.8 of the California Department of Aging Regulations, including, but not limited to, the following:

- A. Give preference to older individuals in greatest economic or social need with particular attention to low-income minority individuals.
- B. Promote good health behaviors through nutrition education and nutrition screening of participants.
- C. Promote or maintain coordination with other nutrition-related supportive services for older individuals.

PROGRAM DESCRIPTION:

- A. Purpose – The purpose of the Elderly Nutrition Program (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. Target Population – The ENP Provider (City of Montclair) 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.

2. TERMS OF AGREEMENT:

This is to certify that City of Montclair Senior Citizen's Program has engaged the services of *NUTRITION INK* (Sub-Contractor) for its Nutrition consultation to one (1) site. This service is effective July 1, 2012 through June 30, 2013

3. RESPONSIBILITIES OF SUB-CONTRACTOR:

- A. At a minimum, quarterly monitor site for safe food handling and sanitation practices of facilities.
- B. Provide input, review, and approve the Nutrition Education Plan for staff and participants prior to presentation.
- C. Develop, or review and approve the cycle menus unless provided and signed by RD of approved caterer.
- D. Provide technical support and assistance as needed.
- E. Plans, organizes and conducts Nutrition Education a minimum of four (4) times per year for food service staff (paid and volunteers) and participants in congregate meal programs. Nutrition Education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials. Training sessions shall be evaluated by those receiving the training.
- F. Nutrition Education shall be based on the particular need of congregate meal participants. An annual Needs Assessment shall be performed by the ENP Provider to make this determination.
- G. The Nutrition Education Plan and annual Needs Assessment must be submitted to DAAS by September 1st of the FY it is being provided in.
- H. 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: N/A
# of Sites to be Presented at: 1	# of Participants to be Presented to: N/A

4. RESPONSIBILITIES OF AGENCY/CONTRACTOR

- A. Identify person designated as supervisor or designee.
- B. Provide a general orientation for the dietitian to the Agency including its staff, policies, recording systems.
- C. Provide suitable space, equipment and materials.
- D. Make records available and if necessary send monthly menus to dietitian for review, analysis, and approval.
- E. Maintain documentation of each training session including sign-in sheets, agendas, handouts, and completed evaluations.
- F. An annual Needs Assessment shall be performed by the ENP Provider to determine the particular Nutrition Education need of congregate meal participants.
- G. Will send Nutrition Education Service Unit Report monthly to DAAS.
- H. Agrees not to hire or contract with a Nutrition InK Dietitian for a period of one year from termination of this contract unless facility pays RD's annual salary as buyout fee.

5. COPIES of subcontracts, licenses and insurance memoranda and/or letters of understanding shall be on file with the Contractor. Contractor shall be responsible to ensure all subcontractors meet the insurance requirements and for monitoring the insurance requirements in accordance with Article III, Section N.

6. The Sub-Contractor shall provide the following:

- (1). Indemnification - The Sub-Contractor agrees to indemnify, defend and hold harmless the Contractor and County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Sub-Contractor's 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.
- (2). Insurance - Without in any way affecting the indemnity herein provided and in addition thereto, the Sub-Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with minimum limits as shown:
 - a. Sub-Contractor will maintain Worker's Compensation - in 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 providing services on behalf of the Sub-Contractor and all risks to such persons under this Contract.
 - b. Professional Liability - Professional liability insurance shall have limits of at least \$1,000,000 per claim or occurrence.
- (3). Proof of coverage - Sub-Contractor shall immediately furnish certificates of the required insurance policies to contractor evidencing the insurance coverage, above 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 (3) days prior written notice to Contractor, and Sub-Contractor shall maintain such insurance from the time Sub-Contractor commences performance of services hereunder until the termination of the Contract. Within sixty (60) days of the commencement of this Contract, the Sub-Contractor shall furnish copies of the policies.

7. The Sub-Contractor shall complete all reporting and expenditure documents requested by Contractor. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by Contractor.

8. Sub-Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained at 3164 W. Ramsey St., Banning, Ca. 92220.

9. Sub-Contractor shall notify Contractor in writing of any change in mailing address, telephone or fax numbers and/or physical location within ten (10) days of the change.

10. HIPAA Law:

The Sub-Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Institution, hereunder, Sub-Contractor will have access to certain information of Institution that is confidential and constitutes valuable, special and unique property of Institution. Sub-Contractor agrees that they will at no time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Institution's express written consent, except pursuant to their duties hereunder, any confidential or proprietary information of Institution, including, but not limited to, information which concerns Institution's participants, cost, prices and treatment methods at any time used, developed or made by Institution, and which is not otherwise available to the public. Sub-Contractor shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Institution in writing, any participant or medical record information regarding Institution's participants, and Sub-Contractor shall comply will all federal and state laws and regulations, and all rules, regulations, and policies of Institution, regarding the confidentiality of such information. In addition, if necessary, Sub-Contractor agrees to assist in judicial proceedings any effort to obtain access to such records or information except such access as is expressly permitted by the aforementioned federal regulations.

11. Elderly Abuse. In accordance with W & I 15630 (a) all employees of the sub-contractor are mandated reporters of elder and dependent adult abuse. Mandated reporters are required to report all instances of physical abuse of elderly and dependent adults and may report other types of abuse.

Costs:

Nutrition Education and materials plus yearly plan	\$600
Site Monitoring quarterly.....	\$600
Staff Training quarterly.....	\$600
Mileage.....	\$200
Total.....	\$2000

(951) 849-5150 (951) 849-4799 Fax	Federal Tax I.D. Number 20-4651795
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SUBCONTRACTOR

NUTRITION INK

By:

Merijane McTalley, R.D.

DATED: _____

CITY

CITY OF MONTCLAIR

By:

Paul M. Eaton
Mayor

DATED: _____

ATTEST:

Yvonne L. Smith
Deputy City Clerk

DATED: _____

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-2947 AUTHORIZING APPROVAL OF THE CHANGE IN POPULATION IN SAN BERNARDINO COUNTY DURING 2011 FOR THE PURPOSE OF CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2012-13

DATE: June 18, 2012
SECTION: RESOLUTIONS
ITEM NO.: 1
FILE I.D.: FIN225
DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 12-2947 pursuant to Government Code Section 7901, requiring each city to annually adopt a resolution selecting a change-in-population factor for purposes of calculating the Gann Spending Limit.

A copy of proposed Resolution No. 12-2947 is attached for the City Council's review and consideration.

BACKGROUND: The passage of Proposition 111 in June 1990 requires cities to annually select a change-in-population factor for the purpose of calculating the Gann Spending Limit. For this purpose, Government Code Section 7901 permits cities to select either the change in population within their jurisdictions or within the county in which they are located. This selection must be done by a recorded vote of the governing body of each city.

The change in population in the City of Montclair during 2011 was 0.69 percent compared to a 0.86 percent change for San Bernardino County. Because it is in the City's best interest to establish the highest possible Gann Spending Limit, staff suggests the City Council choose the percentage change in population in San Bernardino County during 2011 as the change-in-population factor to be used in calculating the limit.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund should the City Council adopt proposed Resolution No. 12-2947 authorizing approval of the change in population in San Bernardino County during 2011 for the purpose of calculating the Gann Spending Limit for Fiscal Year 2012-13.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2947 authorizing approval of the change in population in San Bernardino County during 2011 for the purpose of calculating the Gann Spending Limit for Fiscal Year 2012-13.

Prepared by:

Michael P. Pichowski

Reviewed and
Approved by:

[Signature]

Proofed by:

[Signature]

Presented by:

[Signature]

RESOLUTION NO. 12-2947

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING APPROVAL OF THE CHANGE IN POPULATION IN SAN BERNARDINO COUNTY DURING 2011 FOR THE PURPOSE OF CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2012-13

WHEREAS, California Government Code Section 7901 requires a city to calculate its Gann Spending Limit by choosing either the change in population within its jurisdiction or the change in population within the county in which it is located; and

WHEREAS, the selection of the change in population must be accomplished by a recorded vote of the governing body; and

WHEREAS, the change in population in the City of Montclair during 2011 was 0.69 percent compared to a 0.86 percent change in population in San Bernardino County; and

WHEREAS, it is in the City's best interest to establish the highest possible Gann Spending Limit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby approve the change in population in San Bernardino County during 2011 as its change-in-population factor to be used in calculating the Gann Spending Limit for Fiscal Year 2012-13.

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. 12-2947 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

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-2948 AUTHORIZING APPROVAL OF THE PERCENTAGE CHANGE IN MONTCLAIR NONRESIDENTIAL NEW CONSTRUCTION DURING FISCAL YEAR 2010-11 AS THE FINAL FISCAL YEAR 2010-11 CHANGE IN THE COST-OF-LIVING FACTOR FOR USE IN CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2011-12 AND PROVISIONAL ADOPTION OF THE PERCENTAGE CHANGE IN CALIFORNIA PER CAPITA PERSONAL INCOME DURING CALENDAR YEAR 2011 AS THE CHANGE IN THE COST-OF-LIVING FACTOR FOR FISCAL YEAR 2011-12 FOR USE IN CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2012-13

DATE: June 18, 2012
SECTION: RESOLUTIONS
ITEM NO.: 2
FILE I.D.: FIN225
DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 12-2948 pursuant to Article 13-B of the California Constitution, which requires cities to annually adopt a resolution selecting a change in the cost-of-living factor for purposes of calculating the Gann Spending Limit.

A copy of proposed Resolution No. 12-2948 is attached for the City Council's review and consideration.

BACKGROUND: Upon the passage of Proposition 111 in June 1990, Article 13-B of the California Constitution was amended requiring cities to select one of the following as the change in the cost-of-living factor to be used in calculating the Gann Spending Limit:

1. The percentage change in California per capita personal income from the preceding year
2. The percentage change in the local assessment roll attributable to nonresidential new construction

Gann Spending Limit - Fiscal Year 2011-12. The Gann Spending Limit for Fiscal Year 2011-12 was adopted last June on a provisional basis. This action was taken because San Bernardino County was unable to provide staff with the information necessary to calculate the limit based upon the change in the local assessment roll attributable to nonresidential new construction. Therefore, the limit was based upon the percentage change in California per capita personal income, which was 2.51 percent.

Prepared by:

Michael Piotrowski

Reviewed and Approved by:

[Signature]

Proofed by:

[Signature]

Presented by:

[Signature]

During May 2012, San Bernardino County informed staff that the percentage change in nonresidential new construction within Montclair during Fiscal Year 2010-11 was 4.1542 percent. Since it is to the City's advantage to set as high a spending limit as possible, staff suggests the Council adopt the percentage change in Montclair nonresidential new construction during Fiscal Year 2010-11 as the final Fiscal Year 2010-11 change in the cost-of-living factor to be used in calculating the Gann Spending Limit for 2012-13.

Gann Spending Limit - Fiscal Year 2012-13. The County will not be able to provide current assessment roll information until well into next fiscal year; and because the limit must be adopted prior to June 30, 2012, staff suggests the Council provisionally adopt the percentage change in California per capita personal income during Calendar Year 2011 as the change in the cost-of-living factor for Fiscal Year 2011-12, which will be used in calculating the Gann Spending Limit for Fiscal Year 2012-13.

The City Council's adoption of the change in the cost-of-living factors suggested above would result in a Gann Spending Limit for Fiscal Year 2012-13 of \$322,631,444. Proposed Resolution No. 12-2949 adopting the limit will be considered by the Council in the next agenda item.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund should the City Council adopt proposed Resolution No. 12-2948.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2948 authorizing approval of the percentage change in Montclair nonresidential new construction during Fiscal Year 2010-11 as the final Fiscal Year 2010-11 change in the cost-of-living factor for use in calculating the Gann Spending Limit for Fiscal Year 2011-12 and provisional adoption of the percentage change in California per capita personal income during Calendar Year 2011 as the change in the cost-of-living factor for Fiscal Year 2011-12 for use in calculating the Gann Spending Limit for Fiscal Year 2012-13.

RESOLUTION NO. 12-2948

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING APPROVAL OF THE PERCENTAGE CHANGE IN MONTCLAIR RESIDENTIAL NEW CONSTRUCTION DURING FISCAL YEAR 2010-11 AS THE FINAL FISCAL YEAR 2010-11 CHANGE IN THE COST-OF-LIVING FACTOR FOR USE IN CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2011-12 AND PROVISIONAL ADOPTION OF THE PERCENTAGE CHANGE IN CALIFORNIA PER CAPITA PERSONAL INCOME DURING CALENDAR YEAR 2011 AS THE CHANGE IN THE COST-OF-LIVING FACTOR FOR FISCAL YEAR 2011-12 FOR USE IN CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2012-13

WHEREAS, Article 13-B of the California Constitution requires a city to calculate its Gann Spending Limit by choosing a change in cost-of-living factor based on either (1) the percentage change in California per capita personal income from the preceding year; or (2) the percentage change in the local assessment roll from the preceding year for the jurisdiction attributable to the addition of nonresidential new construction; and

WHEREAS, the selection of the change in cost-of-living factor must be accomplished annually by a recorded vote of the governing body; and

WHEREAS, the change in the cost-of-living factor used as a basis for calculating the existing Gann Spending Limit was adopted by the City Council on a provisional basis; and

WHEREAS, the City believes that selecting the final change in the Fiscal Year 2010-11 cost-of-living factor based upon the percentage change in Montclair nonresidential new construction during Fiscal Year 2010-11 would result in a Gann Spending Limit more favorable to the City; and

WHEREAS, the County of San Bernardino is currently unable to provide the City with information necessary to determine the change in the local assessment roll attributable to the addition of nonresidential new construction for Fiscal Year 2011-12; and

WHEREAS, the Gann Spending Limit is subject to audit and, in accordance with Article 13-B of the California Constitution, must be established prior to the beginning of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby approve the percentage change in Montclair nonresidential new construction during Fiscal Year 2010-11 as the final Fiscal Year 2010-11 change in the cost-of-living factor used in calculating the Gann Spending Limit for Fiscal Year 2011-12 and provisionally adopts the percentage change in California per capita personal income during Calendar Year 2011 as the change in the cost-of-living factor for Fiscal Year 2011-12 for use in calculating the Gann Spending Limit for Fiscal Year 2012-13.

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. 12-2948 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

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 12-2949 ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012-13 PURSUANT TO ARTICLE 13-B OF THE CALIFORNIA CONSTITUTION AND TO SECTION 7910 OF THE GOVERNMENT CODE	DATE:	June 18, 2012
		SECTION:	RESOLUTIONS
		ITEM NO.:	3
		FILE I.D.:	FIN225
		DEPT.:	ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 12-2949 establishing an appropriations limit for Fiscal Year 2012-13.

A copy of proposed Resolution No. 12-2949 is attached for the City Council's review and consideration.

BACKGROUND: Government Code Section 7910 requires a city council to establish, by resolution, the city's appropriations limit (Gann Spending Limit) for the following fiscal year pursuant to Article 13-B of the California Constitution. The limit, which restricts the amount of tax revenues that can be spent during the year, is based upon the limit for the preceding year as adjusted for changes in population and in the cost of living.

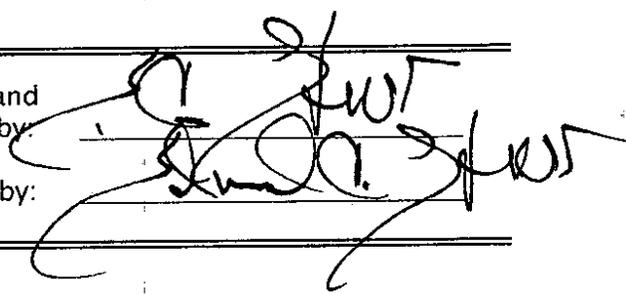
The passage of Proposition 111 in June 1990 requires each city to choose either the percentage change in population within its jurisdiction as its change-in-population factor or the percentage change in population within the county in which it is located. Cities must also now select either the percentage change in California's per capita personal income or the percentage change in the local assessment roll attributable to nonresidential new construction as its change in cost-of-living factor.

Earlier this evening, the City Council adopted Resolution No. 12-2947 approving the change in population in San Bernardino County during 2011 as the change-in-population factor to be used in calculating the Fiscal Year 2012-13 appropriations limit. The Council also adopted Resolution No. 12-2948 establishing the change in Montclair nonresidential new construction during Fiscal Year 2010-11 as the final change in the cost-of-living factor for Fiscal Year 2010-11 for use in calculating the final appropriations limit for Fiscal Year 2011-12. Concurrently, the Council provisionally selected the change in California per capita personal income during 2011 as the change in cost-of-living factor for Fiscal Year 2011-12 for use in calculating the appropriations limit for Fiscal Year 2012-13. The Council was requested to consider selecting the change in California per capita personal income because the appropriations limit must be adopted prior to the beginning of the fiscal year, and information necessary for selecting the change in the local assessment roll attributable to nonresidential new construction for Fiscal Year 2011-12 is currently unavailable.

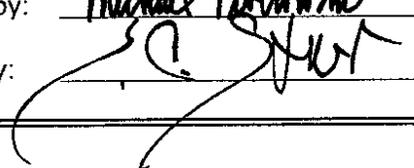
Prepared by:



Reviewed and Approved by:



Proofed by:



Presented by:

The change in population within San Bernardino County during 2011 was 0.86 percent. The change in Montclair nonresidential new construction during Fiscal Year 2010-11 was 4.1542 percent. The change in California per capita personal income during 2011 was 3.77 percent. Based on these adjustment factors, the City's appropriations limit for Fiscal Year 2012-13 is \$322,631,444 as established by proposed Resolution No. 12-2949.

FISCAL IMPACT: The City would be authorized to spend all tax revenues received up to \$322,107,391 should the City Council adopt proposed Resolution No. 12-2949.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2949 establishing an appropriations limit for Fiscal Year 2012-13 pursuant to Article 13-B of the California Constitution and to Section 7910 of the Government Code.

RESOLUTION NO. 12-2949

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR ESTABLISHING
AN APPROPRIATIONS LIMIT FOR FISCAL
YEAR 2012-13 PURSUANT TO ARTICLE 13-B
OF THE CALIFORNIA CONSTITUTION AND
TO SECTION 7910 OF THE GOVERNMENT
CODE**

WHEREAS, Article 13-B of the California Constitution limits the appropriations budget of a local government, which is financed by taxes to the appropriations limit (Gann Spending Limit) of the prior fiscal year as adjusted by the change in population and the change in cost of living; and

WHEREAS, Government Code Section 7910 requires that the governing body of each local jurisdiction shall, by resolution, annually establish its appropriations limit for the following fiscal year pursuant to Article 13-B of the California Constitution; and

WHEREAS, at a meeting held on June 18, 2012, the City Council selected the change in cost of living and change in population factors to be used in determining the appropriations limit for Fiscal Year 2012-13; and

WHEREAS, the City of Montclair has determined that said appropriations limit for Fiscal Year 2012-13 is \$322,631,444, and documentation supporting calculation of the limit is available to the public as required by Government Code Section 7910.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby establishes an appropriations limit in the amount of \$322,631,444 for Fiscal Year 2012-13 pursuant to Article 13-B of the Constitution of the State of California and Government Code Section 7910.

BE IT FURTHER RESOLVED that said appropriations limit herein established may be changed as deemed necessary by resolution of the City Council.

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. 12-2949 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

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-2955 DECLARING THE CITY'S INTENT TO VACATE THE ALLEY EAST OF MILLS AVENUE BETWEEN BONNIE BRAE STREET AND SAN JOSE STREET	DATE: June 18, 2012
	SECTION: RESOLUTIONS
	ITEM NO.: 4
CONSIDER SETTING A PUBLIC HEARING TO CONSIDER THE VACATION OF THE ALLEY EAST OF MILLS AVENUE BETWEEN BONNIE BRAE STREET AND SAN JOSE STREET	FILE I.D.: LDA550
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: As part of the City's and former Redevelopment Agency's plan to improve Foundation Area 11, a property owners association has tentatively been formed. One of the association's maintenance responsibilities will be the alley serving the properties within the association's boundaries. The alley has been the City's maintenance responsibility since its creation in 1961. To add additional security to the site, the alley will be closed to nonowner/resident traffic. In order to close the alley, the City must vacate it in accordance with the Streets and Highways Code. Vacations of City streets and alleys require City Council approval.

A copy of proposed Resolution No. 12-2955 declaring the City's intent to vacate the alley east of Mills Avenue between Bonnie Brae Street and San Jose Street is attached for the City Council's review and consideration.

BACKGROUND: Foundation Area 11 is an area in the northwest portion of the City generally bounded by Mills Avenue on the west, I-10 Freeway on the south, Ramona Avenue on the east, and San Jose Street on the north. In 1995, the City and Redevelopment Agency were approached by one of the apartment owners in this area to discuss future improvements in the area and the formation of an owners association. Over the next several months meetings were held to discuss a Pilot Improvement Rebate Program and a \$750 rebate to be used toward eliminating unsafe health and safety issues. By 1997, property owners had begun signing Owner Participation Agreements (OPAs).

In 2001 and 2002, with over two thirds of the property owners having signed OPAs, the Agency began repair work on the alleys within Foundation Area 11. The alley improvements included the construction of trash enclosures and were completed in March 2002. Landscape improvements within Subarea A of Foundation Area 11 began in January 2007 and were completed later that year. It was the City's, Agency's, and property owners' intent that upon completion of all improvements, an owners association would be established to assume ownership of the alley and the improvements. Subarea A of Foundation Area 11 became known as Castlerock Villas and consists of 31 properties.

Prepared by: _____

[Handwritten signature]

Reviewed and Approved by: _____

[Handwritten signature]

Proofed by: _____

Presented by: _____

Since the completion of the alley and landscaping improvements, City/Agency staff has been working with legal counsel and property owners to develop the property owners association and its conditions, covenants, and restrictions (CC&Rs). The CC&Rs include requirements for alley ownership and maintenance. One of the goals from the outset was to be able to gate the alley and restrict access to just the residents and property owners. Public alleys cannot be gated to limit access to the general public. In order to limit access to the public alley, the alley must first be vacated in accordance with procedures spelled out in the Government Code and the Streets and Highways Code. The first step in the process is for the Planning Commission to make a determination that proposed vacation is in conformance with the City's General Plan. The Planning Commission made this finding at its meeting on May 29, 2012.

The next step in the process is for the City Council, should it so desire the vacation, to adopt a Resolution of Intention to Vacate. Proposed Resolution No. 12-2955 declares the City Council's intent and sets the time and place for the public hearing to hear all persons interested in or objecting to the proposed vacation. The noticing process for this public hearing is specified in the Streets and Highways Code. The alley in question will be posted with the public hearing notice, and the affected property owners will be notified.

FISCAL IMPACT: The cost for advertising the public hearing is not expected to exceed \$1,500. Should the alley be vacated, the City would save approximately \$2,000 per year in street sweeping and graffiti abatement costs. It would also save an unknown amount in routine maintenance and eventual rehabilitation/reconstruction.

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

1. Adopt Resolution No. 12-2955 declaring the City's intent to vacate the alley east of Mills Avenue between Bonnie Brae Street and San Jose Street.
2. Set a public hearing to consider the vacation of the alley east of Mills Avenue between Bonnie Brae Street and San Jose Street for July 16, 2012, at 7:00 p.m. in the City of Montclair City Council Chambers.

RESOLUTION NO. 12-2955

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR DECLARING
ITS INTENT TO VACATE THE ALLEY EAST
OF MILLS AVENUE BETWEEN BONNIE
BRAE STREET AND SAN JOSE STREET**

WHEREAS, the alley east of Mills Avenue between Bonnie Brae Street and San Jose Street was originally dedicated to the City as part of Tract No. 4757 as recorded in Book 82, Pages 22 and 23 of Maps, County of San Bernardino, State of California, December 12, 1961 right-of-way; and

WHEREAS, property owners served by this alley have formed an association for various maintenance activities and other purposes; and

WHEREAS, the association desires to gate this alley and restrict access to property owners and residents served by the subject alley; and

WHEREAS, the association has agreed to accept ownership and maintenance responsibilities for the subject alley; and

WHEREAS, the City wishes to vacate subject alley and quitclaim its interests to the association; and

WHEREAS, Section 8300, *et seq.*, of the Streets and Highways Code of the State of California prescribes the manner in which a City may vacate a street or portion of a street thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby declare its intent to do the following:

1. Vacate the alley east of Mills Avenue between Bonnie Brae Street and San Jose Street as defined in Exhibit A and as shown on Exhibit B, both attached hereto.
2. Set the proposed vacation for public hearing on July 16, 2012, at 7:00 p.m. in the City Council Chambers of the City of Montclair as the time and place for hearing all persons interested in or objecting to the proposed vacation.

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. 12-2955 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

EXHIBIT A

LEGAL DESCRIPTION

BEING ALL THAT CERTAIN (UNNAMED) ALLEY IN TRACT NO. 4757, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS SHOWN ON MAP FILED IN BOOK 82, PAGES 22 AND 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 20 FEET WIDE, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF SAN JOSÉ STREET AND MILLS AVENUE AS SHOWN ON SAID MAP;

THENCE EASTERLY $S88^{\circ}38'00''E$ 135.96 FEET ALONG THE CENTERLINE OF SAID SAN JOSÉ STREET TO THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID SAN JOSÉ STREET AND THE NORTHERLY PROJECTION OF THE CENTERLINE OF SAID ALLEY;

THENCE SOUTHERLY $S1^{\circ}22'00''W$ 35.00 FEET ALONG THE NORTHERLY PROJECTION OF THE CENTERLINE OF SAID UNNAMED ALLEY TO A POINT ON THE SOUTHERLY LINE OF SAID SAN JOSÉ STREET AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTHERLY ALONG THE CENTERLINE OF SAID ALLEY $S1^{\circ}22'00''W$ 96.94 FEET TO AN ANGLE POINT IN THE CENTERLINE OF SAID ALLEY;

THENCE CONTINUING SOUTHERLY ALONG THE CENTERLINE OF SAID ALLEY $S20^{\circ}00'17''W$ 357.00 FEET TO AN ANGLE POINT IN THE CENTERLINE OF SAID ALLEY;

THENCE CONTINUING SOUTHERLY ALONG THE CENTERLINE OF SAID ALLEY $S10^{\circ}40'10''W$ 456.30 FEET TO A POINT ON THE NORTHERLY LINE OF BONNIE BRAE STREET.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT SAID SOUTHERLY LINE OF SAN JOSÉ STREET AND SAID NORTHERLY LINE OF BONNIE BRAE STREET.

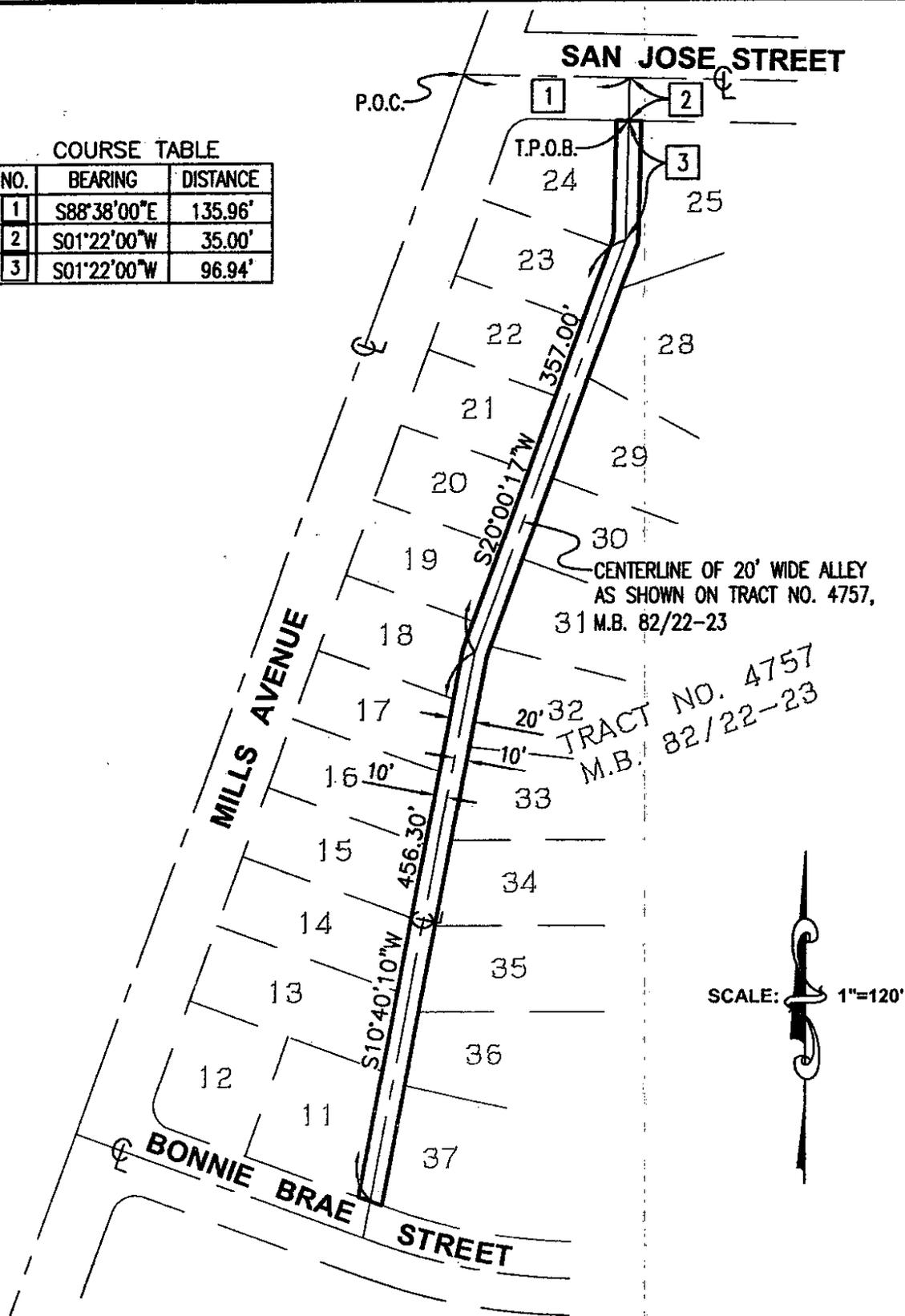
SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY MICHAEL C. HUDSON



COURSE TABLE

NO.	BEARING	DISTANCE
1	S88°38'00"E	135.96'
2	S01°22'00"W	35.00'
3	S01°22'00"W	96.94'



LDKING
Engineers/Planners/Surveyors

2151 Convention Center Way
Suite 100
Ontario, California 91764-4464
Phone: (909) 937-0200
Fax: (909) 937-0202

EXHIBIT B
SCETCH TO ACCOMPANY
LEGAL DESCRIPTION

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 12-2956 ADOPTING THE CITY OF
MONTCLAIR FISCAL YEAR 2012-13
ANNUAL BUDGET

DATE: June 18, 2012

SECTION: RESOLUTIONS

ITEM NO.: 5

FILE I.D.: FIN240

DEPT.: CITY MGR.

REASON FOR CONSIDERATION: Pursuant to state law, the governing body of a local government agency is required to annually adopt an Operating Budget. The City Council is requested to consider adoption of Resolution No. 12-2956, formally adopting the City of Montclair Fiscal Year 2012-13 Annual Budget.

A copy of proposed Resolution No. 12-2956 is attached for the City Council's review and consideration.

BACKGROUND: The City Council reviewed the Fiscal Year 2012-13 Preliminary Budget on June 12, 2012, at an adjourned joint meeting.

In addition to providing a formal means to adopt the Annual Budget, proposed Resolution No. 12-2956 includes the following fiscal-control provisions:

- The automatic reappropriation of funds into the Fiscal Year 2013-14 Budget to finance outstanding encumbrances as of June 30, 2013
- The automatic reappropriation of funds into the Fiscal Year 2013-14 Budget to finance capital improvement projects and grants that were not completed during Fiscal Year 2012-13

The City Council's adoption of Resolution No. 12-2956 would provide for a total Estimated Revenue Budget, including transfers-in, of \$35,502,292, and a total Appropriations Budget, including transfers-out, of \$35,162,875. The General Fund has estimated revenues/transfers-in of \$24,798,201 and appropriation budget/transfers-out of \$25,592,834, necessitating a transfer-in of \$794,633 from undesignated reserves.

FISCAL IMPACT: It is estimated the Fiscal Year 2012-13 Preliminary Budget would provide for an overall increase in total unreserved fund balances/retained earnings of \$339,417 when considering all funds and operations of the City.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2956 adopting the City of Montclair Fiscal Year 2012-13 Annual Budget.

Prepared by:

Michael Piotrowski

Reviewed and
Approved by:

[Signature]

Proofed by:

[Signature]

Presented by:

[Signature]

RESOLUTION NO. 12-2956

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR ADOPTING THE
FISCAL YEAR 2012-13 BUDGET**

WHEREAS, the City Manager submitted to the City Council of the City of Montclair the proposed budget for Fiscal Year 2012-13 including all proposed expenditures, estimated revenues, and estimated fund balances; and

WHEREAS, a copy of the proposed budget is on file in the City Clerk's office for inspection by the public; and

WHEREAS, the City Council duly reviewed the proposed budget at a meeting open to the public on June 12, 2012.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby adopts the proposed budget as the Annual Budget for Fiscal Year 2012-13.

BE IT FURTHER RESOLVED that funds are automatically reappropriated into Fiscal Year 2013-14 for all outstanding purchase orders and unexecuted contracts as of June 30, 2013, for which a valid appropriation exists.

BE IT FURTHER RESOLVED that funds are automatically reappropriated into Fiscal Year 2013-14 for all capital improvement projects included in the adopted budget that have not been completed as of June 30, 2013.

BE IT FURTHER RESOLVED that funds are automatically reappropriated into Fiscal Year 2013-14 for all grants included in the adopted budget that have not been completed as of June 30, 2013.

BE IT FURTHER RESOLVED that department heads and their designees are authorized to transfer funds between object codes within the Services and Supplies Budget provided the funding source remains the same.

BE IT FURTHER RESOLVED that except for personnel cost-of-living adjustments, which are governed by approved Memorandums of Understanding and Agreements, all expenditures from the Contingency Account must be expressly authorized by the City Council.

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. 12-2956 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 18th day of June, 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

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-2957 CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

DATE: June 18, 2012
SECTION: RESOLUTIONS
ITEM NO.: 6
FILE I.D.: CCK140
DEPT.: ADMIN. SERVICES

CONSIDER ADOPTION OF RESOLUTION NO. 12-2958 ADOPTING THE REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012

CONSIDER ADOPTION OF RESOLUTION NO. 12-2959 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, WITH THE PRESIDENTIAL GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

REASON FOR CONSIDERATION: Provisions of the laws of related to general law cities in the State of California require the governing body to call and give notice of a General Municipal Election and to adopt regulations for Candidates' Statements. In addition, pursuant to the requirements of Section 10403 of the Elections Code, it is also necessary for the governing body to request the County Board of Supervisors to consolidate a General Municipal Election with the Presidential General Election and to authorize payment to the County for services rendered related to consolidation of this election.

Copies of proposed Resolution Nos. 12-2957, 12-2958, and 12-2959 are attached for the City Council's review and consideration.

BACKGROUND: Proposed Resolution No. 12-2957 formally calls for the General Municipal Election to be held on Tuesday, November 6, 2012, for the election of two Members of the City Council. The City Council seats now held by Carolyn Raft and J. John Dutrey are the seats to be filled at this election.

Prepared by: *Groome K Smith*
Proofed by: *Andrea Phillips*

Reviewed and Approved by: *[Signature]*
Presented by: *[Signature]*

Proposed Resolution No. 12-2958 provides that each candidate may prepare a Candidate's Statement of 200 words or fewer for inclusion in the Sample Ballot. The Statement shall be filed with the candidate's Nomination Papers and may be withdrawn, but not changed, during the filing period and until 5:00 p.m. of the next working day after the close of the filing period. The cost of the Statement is estimated to be \$500. The amount covers the cost of printing the Statement in the Sample Ballot and includes the cost of the Statement being translated into Spanish as required by the Voting Rights Act of 1965, as amended.

Proposed Resolution No. 12-2959 is requesting the Board of Supervisors of the County of San Bernardino consent and agree to consolidation of a General Municipal Election with the Presidential General Election to be held on Tuesday, November 6, 2012.

FISCAL IMPACT: The San Bernardino County Registrar of Voters estimates the cost for election services to not exceed \$20,200.

RECOMMENDATION: Staff recommends the City Council adopt the following Resolutions:

1. Resolution No. 12-2957 calling and giving notice of the holding of a General Municipal Election to be held on Tuesday, November 6, 2012, for the election of certain officers as required by the provision of the laws of the State of California related to General Law cities.
2. Resolution No. 12-2958 adopting regulations for candidates for elective office pertaining to Candidates' Statements submitted to the voters at the election to be held on Tuesday, November 6, 2012.
3. Resolution No. 12-2959 requesting the Board of Supervisors of the County of San Bernardino to consolidate a General Municipal Election to be held on Tuesday, November 6, 2012, with the Presidential General Election to be held on the date pursuant to Section 10403 of the California Elections Code.

RESOLUTION NO. 12-2957

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws related to General Law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 6, 2012, for the election of Municipal Officers.

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

Section 1. That pursuant to the requirements of the laws of the State of California related to General Law cities, there is called and ordered to be held in the City of Montclair, California, on Tuesday, November 6, 2012, a General Municipal Election for the purpose of electing two Members of the City Council for full terms of four years each.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the Deputy City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots; notices; printed matter; and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4. That the polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same date when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding the election is given and the Deputy City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form, and manner as required by law.

Section 7. That the Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

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. 12-2957 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

RESOLUTION NO. 12-2958

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election including cost of the Candidate's Statement.

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

Section 1. GENERAL PROVISIONS. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Montclair on Tuesday, November 6, 2012, may prepare a Candidate's Statement on an appropriate form provided by the Deputy City Clerk. The Statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The Statement shall not include party affiliation of the candidate nor membership or activity in partisan political organizations. The Statement shall be filed in the Office of the Deputy City Clerk at the time the candidate's Nomination Papers are filed. The Statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

Section 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to State law, the Candidate's Statement must be translated and printed in Spanish at the candidate's request.

B. Pursuant to the Voting Rights Act, the City is required to translate Candidate's Statements into Spanish.

C. The Deputy City Clerk shall have all Candidates' Statements translated into Spanish.

Section 3. PAYMENT.

A. The candidate shall be required to pay for the cost of printing the Candidate's Statement in English.

B. The candidate shall be required to pay for the cost of translating the Candidate's Statement into Spanish pursuant to State and/or Federal law.

C. The candidate shall be required to pay for the cost of printing the Candidate's Statement in Spanish.

D. The San Bernardino County Registrar of Voters Office has estimated the total cost of printing, handling, translating, and mailing of Candidate's Statements filed pursuant to the Elections Code to be \$486 per City of Montclair candidate including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended). The Deputy City Clerk shall require each candidate filing a Statement to pay in advance the amount of \$486 for his or her estimated pro rata share as a condition of having his or her Statement included in the Voter's Pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Deputy City Clerk is not bound by the estimate and shall bill each candidate for any cost in excess of the deposit or shall refund within 30 days after the election any unused portion of the deposit.

Section 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

Section 5. That the Deputy City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nomination papers are issued.

Section 6. That all previous Resolutions establishing Council policy payment for Candidate's Statements are repealed.

Section 7. That this Resolution shall apply only to the election to be held on Tuesday, November 6, 2012, and shall then be repealed.

Section 8. That the Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

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. 12-2958 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

RESOLUTION NO. 12-2959

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, WITH THE PRESIDENTIAL GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, the City Council of the City of Montclair, California, called a General Municipal Election to be held on Tuesday, November 6, 2012, for the purpose of the election of two Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same and that the San Bernardino County Registrar of Voters Office canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

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

Section 1. That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election to be held on Tuesday, November 6 2012, for the purpose of the election of two Members of the City Council.

Section 2. That the San Bernardino County Registrar of Voters Office is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 3. That the Board of Supervisors is requested to issue instructions to the Registrar of Voters Office to take any and all steps necessary for the holding of the consolidated election.

Section 4. That the City of Montclair recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 5. That the Deputy City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Registrar of Voters Office of the County of San Bernardino.

Section 6. That the Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

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. 12-2959 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

AGENDA REPORT

SUBJECT: CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' ADOPTION OF RESOLUTION NO. 12-01 ADOPTING THE FISCAL YEAR 2012-13 BUDGET FOR THE MONTCLAIR HOUSING CORPORATION

DATE: June 18, 2012
SECTION: RESOLUTIONS
ITEM NO.: 7
FILE I.D.: FIN220
DEPT.: MHC

REASON FOR CONSIDERATION: Pursuant to state law, the governing body of a local government agency is required to annually adopt an Operating Budget. The Montclair Housing Corporation Board of Directors is requested to consider adoption of Resolution No. 12-01 formally adopting the Montclair Housing Corporation Budget for Fiscal Year 2012-13.

A copy of proposed Resolution No. 12-01 is attached for the Montclair Housing Corporation Board of Directors' review and consideration.

BACKGROUND: The Fiscal Year 2012-13 Preliminary Budget for the Montclair Housing Corporation was submitted to the respective Board of Directors on June 5, 2012.

The Montclair Housing Corporation Board of Directors is requested to approve the Annual Budget for the Montclair Housing Corporation. The expenses related to the Montclair Housing Corporation involve operation and maintenance of 32 properties. The Montclair Housing Corporation owns and manages 18 single-family homes and 80 multifamily units.

FISCAL IMPACT: It is estimated the Fiscal Year 2012-13 Montclair Housing Corporation Budget would provide for a decrease in total balance of \$1,239,422 during Fiscal Year 2012-13.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors adopt Resolution No. 12-01 adopting the Montclair Housing Corporation Fiscal Year 2012-13 Annual Budget.

Prepared by:

Janet Kulleck
[Signature]

Reviewed and Approved by:

[Signature]
[Signature]

Proofed by:

Presented by:

RESOLUTION NO. 12-01

A RESOLUTION OF THE MONTCLAIR HOUSING CORPORATION ADOPTING THE FISCAL YEAR 2012-13 BUDGET FOR THE MONTCLAIR HOUSING CORPORATION

WHEREAS, the President has submitted to the Board of Directors of the City of Montclair Housing Corporation the Preliminary Budget for Fiscal Year 2012-13 including all proposed expenditures, estimated revenues, and estimated fund balances; and

WHEREAS, a copy of the Preliminary Budget is on file in the Montclair Housing Corporation Secretary's office for inspection by the public; and

WHEREAS, the Montclair Housing Corporation has duly reviewed the Preliminary Budget at an adjourned joint meeting open to the public held on June 18, 2012.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Montclair Housing Corporation hereby adopts the Preliminary Budget as the Annual Budget for Fiscal Year 2012-13.

BE IT FURTHER RESOLVED that funds are automatically reappropriated into the Fiscal Year 2013-14 Budget for all outstanding purchase orders and unexecuted contracts as of June 30, 2013, for which a valid appropriation exists.

BE IT FURTHER RESOLVED that funds are automatically reappropriated into the Fiscal Year 2013-14 Budget for all capital improvement projects included in the adopted Budget that have not been completed as of June 30, 2013.

APPROVED AND ADOPTED this XX day of XX, 2012.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Montclair Housing Corporation, DO HEREBY CERTIFY that Resolution No. 12-01 was duly adopted by the Montclair Housing Corporation Board of Directors at a regular meeting thereof, 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
Secretary

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-06, A RESOLUTION OF THE CITY OF MONTCLAIR, ACTING AS SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY, APPROVING THE SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGETS PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j); APPROVING AGREEMENT NO. 12-49, AN AGREEMENT WITH THE CITY OF MONTCLAIR FOR REIMBURSEMENT OF COSTS AND CITY/SUCCESSOR AGENCY OPERATIONS LOAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34171; AND MAKING OTHER FINDINGS IN CONNECTION THEREWITH	DATE: June 18, 2012 SECTION: RESOLUTIONS ITEM NO.: 8 FILE I.D.: SAG050 DEPT.: SUCCESSOR AGENCY
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REASON FOR CONSIDERATION: Section 34177(j) of the Health and Safety Code related to the dissolution of redevelopment agencies requires that a successor agency prepare administrative budgets for six-month periods of time conforming to times for submittal of the Recognized Obligation Payment Schedules (ROPS). The Successor Agency Administrative Budgets for the former City of Montclair Redevelopment Agency from February 1, 2012, through June 30, 2012, and for the period from July 1, 2012, through December 31, 2012, are attached for consideration as Exhibit A and Exhibit B, respectively.

To support the Successor Agency's responsibilities in winding down the activities of the former redevelopment agency and in support of the Administrative Budget, the City and the Successor Agency should enter into an agreement for reimbursement of costs incurred by the City to support Successor Agency obligations. It is recommended the Successor Agency enter into Agreement No. 12-49, an "Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan" with the City pursuant to Sections 34171(d)(1)(F) and 34178(a) of the Dissolution Act, to reimburse costs incurred by the City to support Successor Agency obligations. A copy of proposed Agreement No. 12-49 is attached as Exhibit C.

BACKGROUND: As indicated, Health and Safety Code Section 34177(j), as modified by the Supreme Court's opinion in the matter of *California Redevelopment Association, et. al. v. Ana Matosantos* requires successor agencies to prepare "Administrative Budgets" each six months. Pursuant to Section 34177(j), the Administrative Budget is to include an estimated amount of the Successor Agency's administrative costs for the upcoming six-month period (beginning February 1, 2012, through June 30, 2012, based on the dates presented by the Supreme Court), the proposed sources of payment for the identified costs, and proposals for arrangement for administrative and operations services provided by the City to the Successor Agency. Furthermore, the Health and Safety Code mandates that the Successor Agency provide the

Prepared by: <u>M. STAATS</u>	Reviewed and Approved by: <u>M. STAATS</u>
Proofed by: <u>Gronne R. Smith</u>	Presented by: <u>[Signature]</u>

Administrative Budgets to the County of San Bernardino as an estimate of the amount that is to be paid from the property tax revenue to be deposited into the Redevelopment Property Tax Trust Fund.

On April 25, 2012, the Oversight Board approved the Administrative Budget for the period from February 1, 2012, to June 30, 2012; with a total budget amount of \$467,297.83 as shown. The Oversight Board approved the Administrative Budget for the period from July 1, 2012, to December 31, 2012, on June 13, 2012. In approving the Administrative Budget on April 25, 2012, the Oversight Board also authorized staff to prepare an agreement between the City and the Successor Agency to memorialize the reimbursement of costs incurred by the City to support Successor Agency administrative functions.

Proposed Agreement No. 12-49 would provide for reimbursement of administrative costs not associated with program or project activities. These costs include wages and benefits of Successor Agency staff; general overhead, such as utilities, office supplies, and insurances; and any specific services that may be required. The proposed Agreement would include reimbursement of costs from February 1, 2012, through June 30, 2012, and all subsequent fiscal years subject to Oversight Board approval and Successor Agency preparation of and approval of an Administrative Budget estimate for services and costs pursuant to the Dissolution Act.

The Oversight Board approved proposed Agreement No. 12-49 on June 13, 2012.

FISCAL IMPACT: Approval of the Administrative Budget would allow the Successor Agency to be reimbursed for administrative costs related to dissolution activities. The Administrative Budgets may not be fully reimbursed through the Redevelopment Property Tax Trust Fund revenue available through the County of San Bernardino. However, other funds remaining in the Successor Agency's Project Area accounts may be used for these costs to the extent they are available.

The City of Montclair is currently advancing funds for administrative costs to the Successor Agency to wind down activities of the former Redevelopment Agency. Proposed Agreement No. 12-49 between the City and Successor Agency would allow the City to be reimbursed for its advance of funds to support Successor Agency administrative activities and functions.

RECOMMENDATION: Staff recommends the Successor Agency adopt Resolution No. 12-06, a Resolution of the City Council of the City of Montclair, acting as Successor to the City of Montclair Redevelopment Agency, approving the Successor Agency's Administrative Budgets pursuant to Health and Safety Code Section 34177(j); approving Agreement No. 12-49, an Agreement with the City of Montclair for Reimbursement of Costs and City/Successor Agency Operations Loan pursuant to Health and Safety Code Section 34171; and making other findings in connection therewith.

Successor Agency for the Redevelopment Agency of the City of Montclair
Administrative Budget
February 1 to June 30, 2012

Exhibit A

Approved by Oversight Board on

Estimated Funding:

Fund: Estimated Administrative Allowance (3%) of Redevelopment Trust Fund Amount Allocated to City	\$ 382,130.91
Plus: Available Project Resources on hand	\$ 85,166.92
Total	\$ 467,297.83

Staff Costs	% of Staff Time	
City Manager	30%	\$ 38,254.17
RDA/Public Works Director	75%	\$ 51,538.44
Economic Development Coordinator	100%	\$ 39,674.17
Senior Accountant	45%	\$ 19,118.75
Junior Accountant	40%	\$ 13,947.00
Accounting Specialist	20%	\$ 5,812.05
Accounting Specialist	12.5%	\$ 3,537.10
Administrative Specialist	30%	\$ 8,752.90
Office Specialist	2.5%	\$ 615.00
Office Specialist Part-time	12.5%	\$ 1,418.40
Deputy City Clerk	12.5%	\$ 4,231.55
IT Supervisor	5%	\$ 4,654.20
Senior IT Specialist	5%	\$ 4,120.65
IT Specialist	10%	\$ 3,902.50
IT Technician	9%	\$ 2,834.65
Sub-Total		\$ 202,411.53

Administrative Costs	
Utilities (Electric, Water, Gas, Telephone)	\$ 16,666.65
Indirect Staff Charges (Other Staff Services & Building Maintenance Costs)	\$ 89,785.00
Vocation Education	\$ 1,000.00
Retiree Pension Costs	\$ 14,367.10
Mileage/Auto Allowance	\$ 11,175.00
Office Supplies/Postage	\$ 375.05
Sub-Total	\$ 133,368.80

Insurance Costs	
Public Employee Bond	\$ 72.50
General Liability	\$ 3,025.00
Fire Insurance	\$ 3,855.00
Earthquake	\$ 730.00
Sub-Total	\$ 7,682.50

Legal and Consultant Costs	
Robbins & Holdaway	\$ 8,335.00
Stradling, Yocca, Carlson, & Rauth	\$ 50,000.00
Donald L. Parker	\$ 40,000.00
Teaman, Ramirez, Smith	\$ 15,500.00
HdL, Coren & Cone	\$ 10,000.00
Sub-Total	\$ 123,835.00

TOTAL	\$ 467,297.83
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**Successor Agency for the Redevelopment Agency of the City of Montclair
Administrative Budget
July 1 to December 31, 2012**

EXHIBIT B

Approved by Oversight Board on

Estimated Funding:

Fund: Estimated Administrative Allowance (3%) of Redevelopment Trust Fund Amount Allocated to City	\$	250,000.00
Plus: Available Project Resources on hand	\$	213,994.08
Total	\$	463,994.08

Staff Costs	% of Staff Time		
City Manager	30%	\$	45,905.00
RDA/Public Works Director	75%	\$	61,846.13
Senior Accountant	45%	\$	22,942.50
Junior Accountant	40%	\$	16,736.40
Accounting Specialist	20%	\$	6,974.50
Accounting Specialist	12.5%	\$	4,244.56
Administrative Specialist	30%	\$	10,503.50
Office Specialist	2.5%	\$	738.05
Office Specialist Part-time	12.5%	\$	1,777.69
Deputy City Clerk	12.5%	\$	5,077.86
IT Supervisor	5%	\$	5,585.05
Senior IT Specialist	5%	\$	4,944.75
IT Technician	9%	\$	3,401.55
Sub-Total		\$	190,677.54

Administrative Costs		
Utilities (Electric, Water, Gas, Telephone)	\$	15,963.00
Indirect Staff Charges (Other Staff Services & Building Maintenance Costs)	\$	107,742.00
Vocation Education	\$	1,000.00
Retiree Pension Costs	\$	17,240.52
Office Supplies/Postage	\$	200.00
Delivery Charges	\$	250.02
Goldline Membership Fee **	\$	30,000.00
First American Data Tree	\$	1,000.00
First Tennessee Bank Safekeeping	\$	700.00
Sub-Total	\$	174,095.54

Insurance Costs		
Public Employee Bond	\$	87.00
General Liability	\$	3,630.00
Fire Insurance	\$	876.00
Earthquake	\$	4,626.00
Sub-Total	\$	9,219.00

Legal and Consultant Costs		
Robbins & Holdaway	\$	10,002.00
Stradling, Yocca, Carlson, & Rauth	\$	60,000.00
Donald L. Parker	\$	20,000.00
Sub-Total	\$	90,002.00

TOTAL	\$	463,994.08
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** If not paid in Jan to June 2012 ROPS

RESOLUTION NO. 12-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, ACTING AS SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY, APPROVING THE SUCCESSOR AGENCY'S ADMINISTRATIVE BUDGETS PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j); APPROVING AGREEMENT NO. 12-49, AN AGREEMENT WITH THE CITY OF MONTCLAIR FOR REIMBURSEMENT OF COSTS AND CITY/SUCCESSOR AGENCY LOAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34171; AND MAKING OTHER FINDINGS IN CONNECTION THEREWITH

WHEREAS, the City of Montclair Redevelopment Agency ("Agency") was established as a redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.* ("CRL"), and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Montclair ("City"), and

WHEREAS, Assembly Bill X1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which laws cause the dissolution and wind down of all redevelopment agencies ("Dissolution Act"); and

WHEREAS, on December 29, 2011, in the petition *California Redevelopment Association v. Matosantos*, Case No. S194861, the California Supreme Court upheld the Dissolution Act and thereby all redevelopment agencies in California were dissolved as of and on February 1, 2012, under the dates in the Dissolution Act that were reformed and extended thereby; and

WHEREAS, the Agency is now a dissolved redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, by Resolution considered and approved by the City Council at an open public meeting, the City chose to become and serve as the "Successor Agency" to the dissolved Agency under the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the City serves and acts as the Successor Agency and is performing its functions as the Successor Agency under the Dissolution Act to administer the enforceable obligations of the Agency and otherwise unwind the Agency's affairs, all subject to the review and approval by a seven-member oversight board ("Oversight Board"); and

WHEREAS, Section 34179 of the Dissolution Act provides that the Successor Agency shall have an Oversight Board composed of seven members; and

WHEREAS, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Act; and

WHEREAS, Section 34177(j) requires the Successor Agency to prepare administrative budgets covering the periods from February 1, 2012, through June 30, 2012, and July 1, 2012, through December 31, 2012, for submittal to the Oversight Board for approval; and

WHEREAS, pursuant to Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the up-coming six month fiscal period; (b) the proposed sources of payment for the costs identified in (a), and (c) proposals for arrangements for administrative and operations services provided by the city serving as successor agency; and

WHEREAS, the Successor Agency's proposed Administrative Budget has been submitted to the Oversight Board for its review and approval; and

WHEREAS, the Oversight Board has approved the Administrative Budget for February 1, 2012, through June 30, 2012, on April 25, 2012, and approved the Administrative Budget for July 1, 2012, through December 31, 2012; and

WHEREAS, the Administrative Budget, as approved by the Oversight Board, will be provided to the County of San Bernardino Auditor–Controller pursuant to Section 34177(k) so that the Successor Agency's estimated administrative costs in the approved Administrative Budget will be paid from property tax revenues deposited into the Redevelopment Property Tax Trust Fund for the upcoming six–month period, and

WHEREAS, pursuant to Section 34180(h), the Successor Agency may request authorization from the Oversight Board for the Successor Agency and the City of Montclair to enter into an agreement to ensure provision of the necessary services from the City to support the Successor Agency's responsibilities in winding down the activities of the former community redevelopment agency including the estimated costs set forth in the Administrative Budget; and

WHEREAS, the Oversight Board has approved Agreement No. 12–49, an *Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan* ("Cost Reimbursement Agreement") on June 13, 2012; and

WHEREAS, the Successor Agency desires to enter into that Agreement No. 12–49, an *Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan* ("Cost Reimbursement Agreement"), which Agreement authorizes the reimbursement of costs incurred by the City to support Successor Agency operations and obligations; and

WHEREAS, pursuant to the Dissolution Act, the actions of the Successor Agency and Oversight Board, including those approved by this Resolution, do not become effective for three (3) business days pending any request for review by the State Department of Finance ("DOF"); and if DOF requests review hereof, DOF will have ten days from the date of its request to approve this Oversight Board action or return it to the Oversight Board for reconsideration and the action, if subject to review by DOF, will not be effective until approved by DOF.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, acting as Successor Agency of the City of Montclair Redevelopment Agency:

Section 1. The foregoing recitals are incorporated into this Resolution by reference and constitute a material part of this Resolution.

Section 2. Pursuant to the Dissolution Act, the Successor Agency approves the Successor Agency's Administrative Budgets, attached hereto as Attachment No. 1 and Attachment No. 2 and incorporated by this reference.

Section 3. Pursuant to the Dissolution Act, the Successor Agency approves Agreement No. 12-49, an *Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan*, substantially in the form of Attachment No. 3 and incorporated by this reference.

Section 4. The Successor Agency authorized the transmittal of the Administrative Budgets and Cost Reimbursement Agreement entered into between the City and the Successor Agency to the County Auditor-Controller, the DOF, and the State Controller's Office.

Section 5. The Secretary of the Successor Agency or her authorized designee is directed to post the Administrative and Cost Reimbursement Agreement on the City/Successor Agency website.

Section 6. This Resolution shall become effective after transmittal of this Resolution to DOF and the expiration of three (3) business days pending a request for the review of DOF within the time periods set forth in the Dissolution Act; in this regard, if DOF requests review hereof, it will have ten days from the date of its request to approve this Oversight Board action or return it to the Oversight Board for reconsideration and the action; if subject to review by DOF, will not be effective until approved by the DOF.

Section 7. The Secretary of the Successor Agency shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2012.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency of the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 12-06 was duly adopted by the Successor Agency at a regular meeting thereof 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
Secretary

AGREEMENT NO. 12-49

AGREEMENT FOR REIMBURSEMENT OF COSTS AND CITY/SUCCESSOR AGENCY OPERATIONS LOAN

This **AGREEMENT FOR REIMBURSEMENT OF COSTS AND CITY/SUCCESSOR AGENCY OPERATIONS LOAN** ("Agreement") is made and entered into as of February 1 2012 by and between the **CITY OF MONTCLAIR**, a California municipal corporation ("City"), and the **CITY OF MONTCLAIR ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF MONTCLAIR** pursuant to Parts 1.8 and 1.85 of Division 24 of the California Health and Safety Code ("Successor Agency").

RECITALS

A. The City of Montclair Redevelopment Agency ("Agency") was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq* ("CRL"), and previously authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City.

B. Assembly Bill X1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws cause the dissolution and wind down of all redevelopment agencies ("Dissolution Act")

C. On December 29, 2011, *California Redevelopment Association v. Matosantos*, Case No. S194861, the California Supreme Court upheld the Dissolution Act and thereby all redevelopment agencies in California are subject to the Dissolution Act and were dissolved effective February 1, 2012.

D. The Agency is now a dissolved community redevelopment agency pursuant to the Dissolution Act.

E. By a resolution considered and approved by the City Council at an open public meeting the City chose to become and serve as the "Successor Agency" to the dissolved Agency under the Dissolution Act.

F. As of and on and after February 1, 2012, the City serves as the "Successor Agency" and is performing its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the Agency and otherwise unwind the Agency's affairs, all subject to the review and approval by a seven-member Oversight Board formed thereunder.

G. By a resolution considered and approved by the City Council at an open public meeting on January 12, 2012, pursuant to California Health and Safety Code Section 34176 of the Dissolution Act, the City declined to assume the housing assets and functions of the Agency and selected the Montclair Housing Authority to

so assume such housing assets and functions, and on such date also pursuant to Section 34176 the Authority accepted and assumed the housing assets and functions of the Agency and as of February 1, 2012, became and serves as the "Successor Housing Agency" of the former Agency pursuant to the Dissolution Act. At this time, any assets assigned and transferred by operation of law and to be assigned and transferred by authorization of and direction from the Oversight Board when formed and operating pursuant to the Dissolution Act to the Successor Housing Agency are not adequate to fund administrative support costs and expenses unless any future Low and Moderate Income Housing fund balances are authorized to be transferred under State Law to the Successor Housing Agency. If this occurs, a future modification to this Agreement may be necessary.

H. City, as Successor Agency, is engaged in activities necessary and appropriate to winding down the activities of the former Agency's Redevelopment Project Areas Nos. I, III, IV, V, and the Mission Boulevard Joint Redevelopment Project Area ("Project Areas") that were originally adopted and amended by ordinances of the City Council.

I. Employees of the City will perform day-to-day administration and operation of the Successor Agency's duties and functions. Since the City of Montclair Redevelopment Agency was originally formed and upon the Successor Agency's effectiveness as of February 1, 2012, the City has provided and shall continue to provide services to the Successor Agency, including but not limited to providing administrative, accounting, auditing, planning, engineering, legal, risk management, financial, clerical, recordkeeping, and other services necessary for the Successor Agency to carry out its responsibilities.

J. City and Successor Agency desire to affirm and document an ongoing cooperative arrangement regarding administrative and operational services and payment for services by entering into this contract whereby City agrees to provide administrative and operational services and Successor Agency agrees to pay City for the cost of all such services to be provided by City for Successor Agency in amount equal to the Successor Agency Administrative Budget prepared pursuant to California Health and Safety Code Section 34177(j) and approved by the Oversight Board for each six-month period and fiscal year under the term of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. **Reimbursement of Administrative Expenses.** The Successor Agency shall be liable to the City for the payment of its Administrative Expenses as set forth in this Agreement and as adopted as part of an Administrative Budget by the Successor Agency, as approved by the Oversight Board, as such annual Administrative Budget may be amended, revised or reconciled from time to time. These Administrative Expenses shall be Enforceable Obligations and are in addition to any direct program or project expenses ("Program Expenses") incurred and noted on the Enforceable Obligations Payment Schedule ("EOPS") and in the Recognized Obligation Payment Schedule ("ROPS"), including salary and benefits of employees funded by the Successor Agency for Program Expenses. The Successor Agency

shall also be liable to the City for payment of these Program Expenses where they are adopted as part of the EOPS or ROPS.

2. Cost of Administrative Expenses and Administrative Cost Allowance.

2.1 Successor Agency and City estimate that the cost of administrative and operational services to be provided by City to the Successor Agency for the period of February 1, 2012, through June 30, 2012, is \$467,297.83 which is itemized in the Successor Agency's Administrative Budget approved by action of the Oversight Board. Pursuant to the provisions herein, Successor Agency agrees to pay to the City the estimated administrative expenses of the Successor Agency for the period February 1, 2012, through June 30, 2012, and for subsequent fiscal years, subject to Oversight Board approval and Successor Agency preparation and approval of an Administrative Budget estimate for such services and costs pursuant to the Dissolution Act. The Successor Agency shall also be liable to the City for payment of any Program Expenses incurred by City where they are adopted as part of the EOPS or ROPS.

2.2. Information and supporting data regarding the staffing and allocation of costs for have been prepared by Successor Agency and City staff and are made a part hereof by this reference. Within thirty (30) days of the expiration of the 2011-2012 fiscal year and each year thereafter during the term of this Agreement, the parties shall determine the actual costs incurred by Successor Agency for services provided to the City. If the actual amount incurred by Successor Agency is less than the estimated amount, City shall reimburse Successor Agency in the amount overpaid within 30 days of such notice, and if the actual amount incurred by Successor Agency is greater than the estimated amount, any additional amount above the estimated amount shall be due and payable by Successor Agency from the Redevelopment Obligation Retirement Fund and the additional amount shall be advanced to Successor Agency by City.

3. Services to be Provided. City agrees to continue to aid and cooperate and shall aid and cooperate in the planning, undertaking, construction and operation of remaining enforceable obligations of the Successor Agency previously incurred by the former Agency as it relates to enforceable obligations of the former Agency within the City provided the cost of such services are paid by Successor Agency. At the request of Successor Agency through the Finance Director and duly authorized designees, City and its officers and employees shall perform services for Successor Agency in carrying out its work related to meeting the former Agency's enforceable obligations and for winding down the activities of the former Agency and shall have access to any and all personnel and the facilities of the departments and offices of the City. Those City officers and employees who are also appointed to positions or offices with or related to the Successor Agency shall perform services for the each agency in a dual capacity. The City Manager and duly authorized designees, and other appropriate City officials on behalf of the City and the Successor Agency, and duly authorized designees, shall determine and establish the procedures to be followed in requesting and rendering such services. The costs of administrative services shall be considered Administrative Expenses in the Annual

Administrative Budget. The costs of other Successor Agency Program Expenses where supported by City services are identified as specific line items on the EOPS or ROPS and not part of the estimated Administrative Expenses identified in Section 1. It is anticipated that initially the cost of providing services to the Successor Agency will exceed the administrative allowance provided by the Dissolution Bill (AB X1 26) and the difference will be made up from available resources present in the Successor Agency. In the future, if additional available resources are not present and the administrative allowance is insufficient to provide for the level of services needed, that City shall be under no obligation to continue to provide uncompensated services at previous levels.

4. **Meeting Facilities.** City agrees to make available to Successor Agency such office space and meeting space as is necessary for conducting meetings and the business of such agency, including use of the City Council Chambers and appropriate conference room(s) for open public meetings, closed session meetings, and study session meetings of the Successor Agency and Oversight Board, and meetings of Successor Agency staff, counsel, consultants, and other representatives. Each agency shall use such space in accordance with the rules and regulations of the City as applicable to other buildings and offices of the City.

5. **Succeeding Years during Term of Agreement.** The procedure set forth above in Sections 2, 3 and 4 shall be undertaken by Successor Agency, the Oversight Board, and City for each successive six-month period and for each fiscal year during the term of this Agreement based on each approved Administrative Budget and ROPS prepared pursuant to the Dissolution Act.

6. **City Cost Allocation Plan; Estimated Cost of Administrative Services and Facilities.** Expenses shall be calculated in the manner set forth in City's cost allocation plan, or other applicable reasonable cost allocation and accounting plan approved by the parties that conforms with generally accepted accounting principles and that is generally applicable to all users of services and facilities of the City. The specific costs to be allocated herein shall be based upon the cost of the following categories of services:

6.1 **Wages and Benefits Successor Agency.** Wage and benefit expenses incurred in connection with City employees described to perform administrative services work for the Successor Agency (as opposed to direct program or project work as identified as "Program Expenses" related to enforceable obligations), including salaries, wages, and fringe benefits. The costs attributable to employees who devote less than 100 percent of their time to the Successor Agency shall be allocated in accordance with the City's cost allocation plan.

6.2 **General Overhead.** A general indirect administrative operating expenses and overhead support charge which shall be determined in accordance with the City's cost allocation plan and Successor Agency Annual Administrative Budget.

6.3 Specific Services. All expenses that City may actually incur in providing specific administrative services on behalf of Successor Agency including, but not limited to, audit services, lease of space to accommodate Successor Agency's activities, City finance, auditor and accounting services, property insurance for Successor Agency's assets and properties, contracts for real estate data and information, department supplies, mail and postage services, equipment maintenance, and IT support. Operational services that relate directly and specifically to certain programs, contracts, and/or projects such as engineering design, planning, contract costs, contract administration, inspection, surveys shall not be considered administrative services but direct specific program and project expenditures ("Program Expenses") and shall be so listed and included as direct costs in each Administrative Budget subject to the Dissolution Act and other applicable laws.

7. Annual Expenses Deemed City Advance. For each year in which Successor Agency does not have adequate funds to pay and reimburse for Administrative Expenses as shown in the adopted Administrative Budget each such amount may be deemed an advance by City to Successor Agency, at the discretion of the City, and such amount may be deemed to have been loaned by City to Successor Agency ("City/Successor Agency Operations Loan") subject to applicable laws. If such an obligation is created it is done so with the expressed intent that it be an enforceable obligation under the law and not to be deemed to be a debt between the former agency and its community which could be terminated. Any such loan unpaid by the Successor Agency shall bear interest at a rate approved by the Oversight Board and the City.

8. Repayment of Operations Loan. Successor Agency agrees to repay the City/Successor Agency Operations Loan (and all future advances thereto) from (former) tax increment funds allocated to Successor Agency that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund pursuant to California Health and Safety Code Section 34177(k) and other applicable laws. Successor Agency shall repay to City the principal amount of the City/Successor Agency Operations Loan on or before the last date that Successor Agency may receive tax increment funds pursuant to the time and financial limitations required to meet all enforceable obligations of the Successor Agency and subject to the Dissolution Act and other applicable laws.

9. Provisions Severable If any provision of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable. The City Council and Successor Agency each hereby declares that it would have approved this Agreement irrespective of the invalidity of any particular portion hereof.

10. Effective Date of Agreement. This Agreement shall become effective as of the date in the first paragraph hereof and shall continue thereafter until modified or terminated by the parties hereto.

11. Subordination Indebtedness. The indebtedness of the City/Successor Agency Operations Loan under this Agreement shall be junior and subordinate to other allocated moneys made from the Redevelopment Property Tax Trust Fund including those pursuant to California Health and Safety Code Section 34183(a)(1) and (2).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their officers thereunto duly authorized on the date first above written.

**CITY OF MONTCLAIR, a California
municipal corporation**

Paul M. Eaton, Mayor

ATTEST:

Yvonne L. Smith, Deputy City Clerk

APPROVED AS TO FORM

Diane Robbins, City Attorney

**CITY OF MONTCLAIR ACTING AND
SERVING AS THE SUCCESSOR
AGENCY TO THE CITY OF MONTCLAIR
REDEVELOPMENT AGENCY**

Paul M. Eaton, Chair
Successor Agency Governing Board

ATTEST:

Yvonne L. Smith, Secretary

APPROVED AS TO FORM

David McEwen, Special Counsel to City as Successor Agency

[Signatures continued from previous page]

On June 13, 2012, the Successor Agency Oversight Board reviewed and approved the proposed agreement between the City of Montclair and the City of Montclair, acting and serving as the Successor Agency to the City of Montclair Redevelopment Agency.

**Oversight Board of the Successor
Agency to the City of Montclair
Redevelopment Agency**

By: _____
Bill Ruh, Chair
Oversight Board

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JUNE 4, 2012, AT 7:47 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7.47 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
May 21, 2012.**

Moved by City Manager Starr, seconded by Council Member Ruh,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of May 21, 2012.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

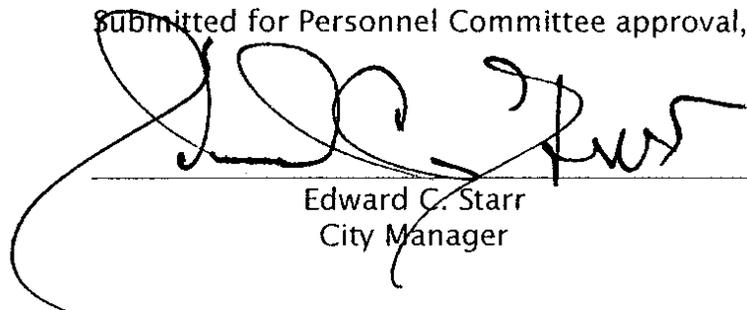
At 7:48 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 7:58 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:58 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
May 31, 2012

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CASH AND INVESTMENTS BY ACCOUNT

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

May 31, 2012

COMPLIANCE STATEMENT

As of May 31, 2012, the City had \$6,549,339 invested in long-term securities. This amount is 18.54 percent and is within the 50 percent limitation established in the 2012 investment policy.

As of May 31, 2012, the City had 81.46 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 May, 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 JUNE 2012

During June 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 November 30, 2012.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF May 31, 2012

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$859,692.09	\$5,178,164.19	\$3,025,439.84	(\$1,065,556.92)	\$1,946,859.52
Gas Tax Fund	\$2,246,044.67	\$190,800.68	\$102,655.30	\$607.42	\$2,334,797.47
Measure I Fund	\$871,937.54	\$0.00	\$33,636.78	\$317.60	\$838,618.36
Traffic Safety Fund	\$32,400.80	\$6,887.79	\$43.00	\$98.43	\$39,344.02
Park Development Fund	\$394,300.08	\$5,413.52	\$11,203.03	\$183.26	\$388,693.83
C.D.B.G. Fund	(\$118,671.33)	\$32,424.60	\$0.00	(\$13,996.32)	(\$100,243.05)
Air Quality Improvement Trust Fund	\$83,583.74	\$13,165.29	\$3,863.76	\$33.35	\$92,918.62
Older American Fund	(\$14,875.73)	\$8,517.87	\$10,252.27	\$0.00	(\$16,610.13)
Forfeiture Fund - State	\$4,044.66	\$0.00	\$0.00	\$1.61	\$4,046.27
OCJP Grant Fund	(\$76,718.53)	\$0.00	\$0.00	\$76,718.53	\$0.00
SB 509 Public Safety Fund	(\$191,267.28)	\$20,062.99	\$20,321.15	(\$20,235.67)	(\$211,761.11)
Forfeiture Fund - Federal	\$2,428.98	\$587.39	\$0.00	\$14,335.20	\$17,351.57
Section 11489 Subfund	\$20,398.17	\$0.00	\$0.00	\$8.11	\$20,406.28
Federal Forfeiture Fund - Treasury	\$230.65	\$0.00	\$0.00	\$0.23	\$230.88
School Districts Grant Fund	(\$645,936.71)	\$0.00	\$4,796.96	\$650,733.67	\$0.00
State Supplemental Law Enforcement Fund	\$82,152.39	\$21,919.90	\$20,259.82	\$39.36	\$83,851.83
Local Law Enforcement Block Grant	\$115,150.43	\$0.00	\$0.00	\$45.80	\$115,196.23
Crime Prevention Fund	\$11,237.00	\$52.71	\$0.00	\$4.42	\$11,294.13
Recycling Grant	\$2,624.53	\$21,126.75	\$0.00	\$1.09	\$23,752.37
Human Services Grant Fund	\$690,292.65	\$21,254.90	\$144,827.93	(\$600,000.00)	(\$33,280.38)
California Nutrition Network Grant Fund	(\$38,892.36)	\$0.00	\$4,417.11	\$0.00	(\$43,309.47)
Human Services Special Revenue Grant	(\$16,768.96)	\$11,279.40	\$10,633.34	\$0.00	(\$16,122.90)
Fire Department Grants	\$8,995.00	\$0.00	\$0.00	\$2.39	\$8,997.39
Office of Traffic Safety Grant Fund	\$2,917.67	\$0.00	\$0.00	(\$2,917.67)	\$0.00
Paramedic Fund	(\$82,492.57)	\$8,470.11	\$13,682.82	\$20,007.61	(\$67,697.67)
Ramona Ave. Grade Separation	\$1,282,731.00	\$741,738.26	\$0.00	(\$2,023,959.02)	\$510.24
Monte Vista Ave. Grade Separation	(\$1,201,413.18)	\$0.00	\$0.00	\$1,361,613.18	\$160,200.00
Police Facility Capital Project	(\$27,094.45)	\$0.00	\$0.00	\$168.24	(\$26,926.21)
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	\$22,698,515.78	\$0.00	\$8,121,204.72	(\$318,506.79)	\$14,258,804.27
2005 lease Revenue Bond Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Maintenance Fund	\$697,205.38	\$195,545.00	\$190,531.58	\$219,507.05	\$921,725.85
C.B.M.W.D. Agency	\$2,688,530.33	\$4,766.00	\$0.00	\$0.00	\$2,693,296.33
Developer Impact Fees - Local	\$459,063.25	\$0.00	\$0.00	\$35.41	\$459,098.66
Developer Impact Fees - Region	\$1,035,692.72	\$0.00	\$0.00	\$79.98	\$1,035,772.70
Burrtec Pavemnet Impace Fee	\$13,943.61	\$0.00	\$0.00	\$0.00	\$13,943.61
Equipment Replacement Fund	\$1,209,703.85	\$0.00	\$0.00	\$86.11	\$1,209,789.96
Infrastructure Fund	\$948,275.42	\$6,523.59	\$8,804.55	(\$931,613.99)	\$14,380.47
Employee Benefits Self-Ins. Fund	\$14,848.69	\$60,945.40	\$148,434.94	\$463,646.45	\$391,005.60
General Liab. Self-Insurance Fund	\$190,946.71	\$0.00	\$596.96	\$0.00	\$190,349.75
Contingency Fund	\$6,046,073.72	\$0.00	\$0.00	\$2,292,628.51	\$8,338,702.23
Refuse Fee Impound Fund	\$476,864.71	\$0.00	\$0.00	(\$291,317.43)	\$185,547.28
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	\$167,200.80	(\$39,406.70)
TOTALS	<u>\$40,656,378.86</u>	<u>\$6,549,646.34</u>	<u>\$11,875,605.86</u>	<u>\$0.00</u>	<u>\$35,330,419.34</u>

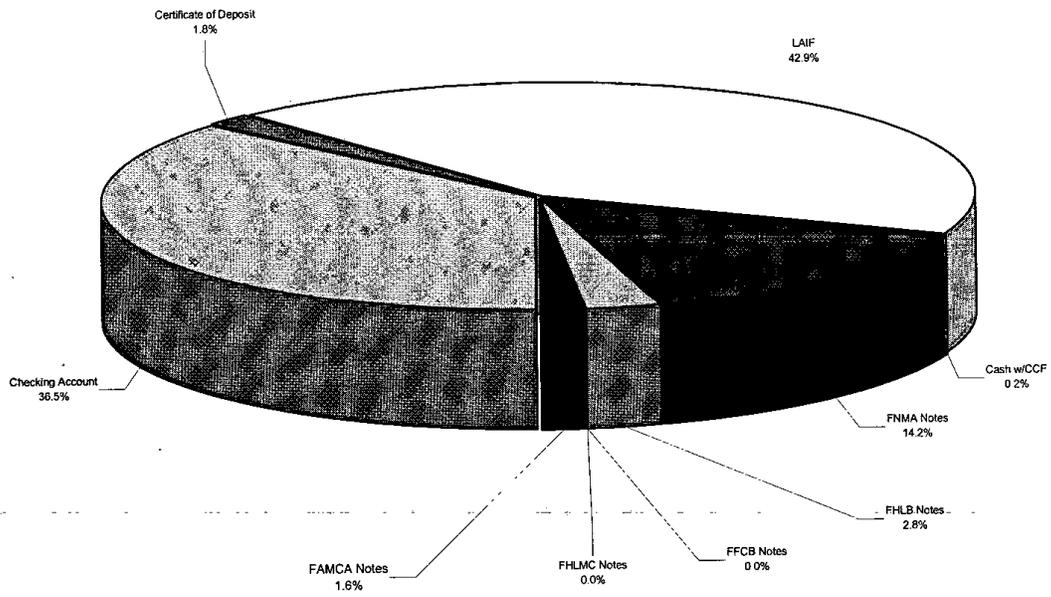
CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF May 31, 2012

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Wells Fargo Bank				0.500%		\$	12,907,927.43
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%	15,158,861.81	15,158,861.81	
Cash w/California Community Foundation				Unknown	86,291.24	86,291.24	
					\$ 15,873,153.05		\$ 15,873,153.05
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%	558,007.43	549,338.86	
FHLB	500,000	06/27/11	03/27/15	1.300%	500,340.00	500,000.00	
FNMA	1,000,000	06/29/11	06/29/16	2.000%	1,001,250.00	1,000,000.00	
FNMA	1,000,000	07/19/11	07/19/16	2.125%	1,018,190.00	1,000,000.00	
FNMA	500,000	07/27/11	07/27/16	2.000%	501,175.00	500,000.00	
FHLB	500,000	08/10/11	08/10/16	1.000%	500,610.00	500,000.00	
FNMA	1,000,000	08/24/11	08/24/16	1.375%	1,002,330.00	1,000,000.00	
FNMA	1,000,000	09/14/11	09/14/16	1.050%	1,002,470.00	1,000,000.00	
FNMA	500,000	09/28/11	09/28/16	1.000%	501,290.00	500,000.00	
					\$ 6,585,662.43		\$ 6,549,338.86
TOTAL							\$ 35,330,419.34

Current market values obtained from First Tennessee Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY ACCOUNT
May 31, 2012

Total Cash & Investments \$35,330,419



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
TREASURER'S REPORT
FOR THE MONTH ENDING
May 31, 2012**

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Schedule 1

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY FUND
May 31, 2012**

PROJECT AREA NO. I

Low Income	\$ 159,682.92	
Tax Increment	92,527.83	
Operating	<u>(20,790.50)</u>	\$ 231,420.25

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	\$ 3,885,697.12	
Tax Increment	1,367,608.11	
Operating	<u>582,680.01</u>	\$ 5,835,985.24

PROJECT AREA NO. IV

Low Income	\$ 764,201.39	
Tax Increment	1,449,823.48	
Operating	<u>166,819.42</u>	\$ 2,380,844.29

PROJECT AREA NO. V

Low Income	\$ 2,855,245.00	
Tax Increment	4,536,440.70	
Operating	<u>1,014,319.44</u>	\$ 8,406,005.14

MISSION BLVD JOINT PROJECT

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

TOTAL CASH & INVESTMENTS BY FUND

	<u><u>\$ 17,884,110.13</u></u>
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**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT
May 31, 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%	\$ 14,883,775.68	\$ 14,883,775.68
Cash and Investments				
LAIF		0.35%	762.54	762.54
FNMA Note (Fund 2540)	09/20/13	1.000%	499,911.62	499,571.91
FHLMC Note (Fund 2540)	07/11/14	1.125%	500,410.00	500,000.00
FHLMC Note (Fund 2350)	01/09/15	0.850%	1,002,090.00	1,000,000.00
FHLMC Note (Fund 2540)	01/09/15	0.850%	1,002,090.00	1,000,000.00
TOTAL CASH & INVESTMENTS BY ACCOUNT			\$ 17,889,039.84	\$ 17,884,110.13

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 November 30, 2012.

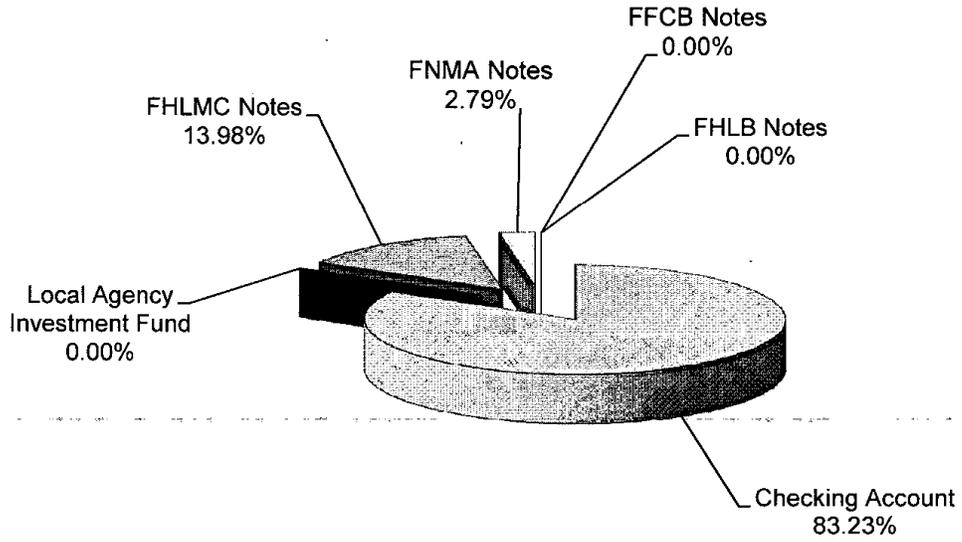
During May, the Successor Agency was in compliance with the internal control procedures set forth in the 2012 Investment Policy.



Michael Piotrowski
Senior Accountant

**CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY
CASH AND INVESTMENTS BY ACCOUNT GRAPH
May 31, 2012**

Total Cash & Investments - \$17,884,110



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
WARRANT REGISTER
FOR THE MONTH ENDING
May 31, 2012**

City of Montclair
 Final Warrant Register
 Council Date 6/18/12
 Regular Warrants
 Checking Account: Successor to the RDA

	Warrants	Wire Transfers ****	Voided Checks	Electronic AP	Area Totals
Project Area I	128.02	0.00	0.00	0.00	128.02
Project Area II	0.00	0.00	0.00	0.00	0.00
Project Area III	11,746.23	4,388,012.26	0.00	0.00	4,399,758.49
Project Area IV	1,066.90	661,519.12	0.00	0.00	662,586.02
Project Area V	5,818.35	472,513.66	0.00	0.00	478,332.01
Project Area VI - Mission Blvd	0.00	2,277,939.72	0.00	0.00	2,277,939.72
	18,759.50	7,799,984.76	0.00	0.00	
May 2012 Total					<u>7,818,744.26</u>

Vice Chairperson Raft

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 6.18.12
REGULAR WARRANTS
CHECKING ACCOUNT: SRED

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2120	SA - Area I Operating Fund	128.02
2320	SA - Area III Operating Fund	11,146.88
2350	SA - Area III Low-Mod Housing	599.35
2420	SA - Area IV Operating Fund	1,066.90
2520	SA - Area V Operating Fund	5,818.35
	Report Total:	18,759.50

Accounts Payable

Voucher Register By Vendor Number



User: mpiotrowski

Printed: 06/11/2012 - 4:12 PM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007392	Best003	2320-4319-53290-400	Prof Svcs for Successor Agy March 2012	676051	04/17/2012		05/03/2012	285.60	7392
	Best Best & Krieger LLP								
007392	Best003	2320-4319-53290-400	CCR's for Foundation Area 11	676053	04/17/2012		05/03/2012	2,938.34	7392
	Best Best & Krieger LLP								
							Voucher: 007392	3,223.94	
007393	Mont063	2120-4319-52630-400	Rent for May 2012	May 2012	04/20/2012		05/03/2012	64.01	7393
	Montclair Town Center LLC								
007393	Mont063	2320-4319-52630-400	Rent for May 2012	May 2012	04/20/2012		05/03/2012	768.17	7393
	Montclair Town Center LLC								
007393	Mont063	2420-4319-52630-400	Rent for May 2012	May 2012	04/20/2012		05/03/2012	533.45	7393
	Montclair Town Center LLC								
007393	Mont063	2520-4319-52630-400	Rent for May 2012	May 2012	04/20/2012		05/03/2012	768.17	7393
	Montclair Town Center LLC								
							Voucher: 007393	2,133.80	
007394	Sout018	2520-4319-60020-400	4397 Kingsley 03/12/12 - 04/10/12	2-29-179-2315	04/11/2012		05/03/2012	22.30	7394
	Southern California Edison Co								
007394	Sout018	2520-4319-60020-400	4425 Bonnie Brae 03/15/12 - 04/13/12	2-29-667-9806	04/11/2012		05/03/2012	23.69	7394
	Southern California Edison Co								
							Voucher: 007394	45.99	
007395	Best003	2320-4319-53210-400	Foundation Area 11 CCR'S	678274	05/18/2012		05/31/2012	3,736.60	7395
	Best Best & Krieger LLP								
							Voucher: 007395	3,736.60	
007396	Mont063	2120-4319-52630-400	Rent for June 2012	June 2012	05/17/2012		05/31/2012	64.01	7396
	Montclair Town Center LLC								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007396	Mont063	2320-4319-52630-400	Rent for June 2012	June 2012	05/17/2012		05/31/2012	768.17	7396
	Montclair Town Center LLC								
007396	Mont063	2420-4319-52630-400	Rent for June 2012	June 2012	05/17/2012		05/31/2012	533.45	7396
	Montclair Town Center LLC								
007396	Mont063	2520-4319-52630-400	Rent for June 2012	June 2012	05/17/2012		05/31/2012	768.17	7396
	Montclair Town Center LLC								
								2,133.80	
								Voucher: 007396	
007397	Mont074	2520-4319-60020-400	9390 Pradera 03/09/12 - 05/08/12	019-100-00	05/08/2012		05/31/2012	449.14	7397
	Monte Vista Water District								
007397	Mont074	2520-4319-60020-400	4425 Bonnie Brae 03/09/12 - 05/08/12	019-101-00	05/08/2012		05/31/2012	167.64	7397
	Monte Vista Water District								
007397	Mont074	2520-4319-60020-400	9365 Mills 03/09/12 - 05/08/12	019-102-00	05/08/2012		05/31/2012	445.26	7397
	Monte Vista Water District								
								1,062.04	
								Voucher: 007397	
007398	Sout018	2520-4319-60020-400	4397 Kingsley 04/10/12 - 05/09/12	2-29-179-2315	05/10/2012		05/31/2012	22.28	7398
	Southern California Edison Co								
007398	Sout018	2520-4319-60020-400	4425 Bonnie Brae 04/13/12 - 05/14/12	2-29-667-9806	05/15/2012		05/31/2012	25.20	7398
	Southern California Edison Co								
								47.48	
								Voucher: 007398	
007399	Sout023	2320-4319-60020-400	Maint April 2012 Foundation Area 11	17117	04/30/2012		05/31/2012	2,650.00	7399
	Southern California Landscape								
								2,650.00	
								Voucher: 007399	
007400	Stra002	2350-4319-53210-400	Charges for period ending 3/31/12	022051 #0013	04/26/2012		05/31/2012	599.35	7400
	Stradling, Yocca, Carlson & Ra								
007400	Stra002	2520-4319-53210-400	Charges for period ending 3/31/12	022051 #0013	04/26/2012		05/31/2012	3,126.50	7400
	Stradling, Yocca, Carlson & Ra								
								3,725.85	
								Voucher: 007400	
								18,759.50	
								Report Total:	

**CITY OF MONTCLAIR
HOUSING CORPORATION
TREASURER'S REPORT
FOR THE MONTH ENDING
May 31, 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
May 31, 2012**

	<u>Interest Rate</u>		<u>Amount</u>
Checking Account			
Wells Fargo, 0654-893023	0.05%	\$	1,285,543.45
Cash and Investments			
LAIF	0.35%	\$	<u>1,572,330.50</u>
TOTAL CASH & INVESTMENTS BY ACCOUNT		\$	<u><u>2,857,873.95</u></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.

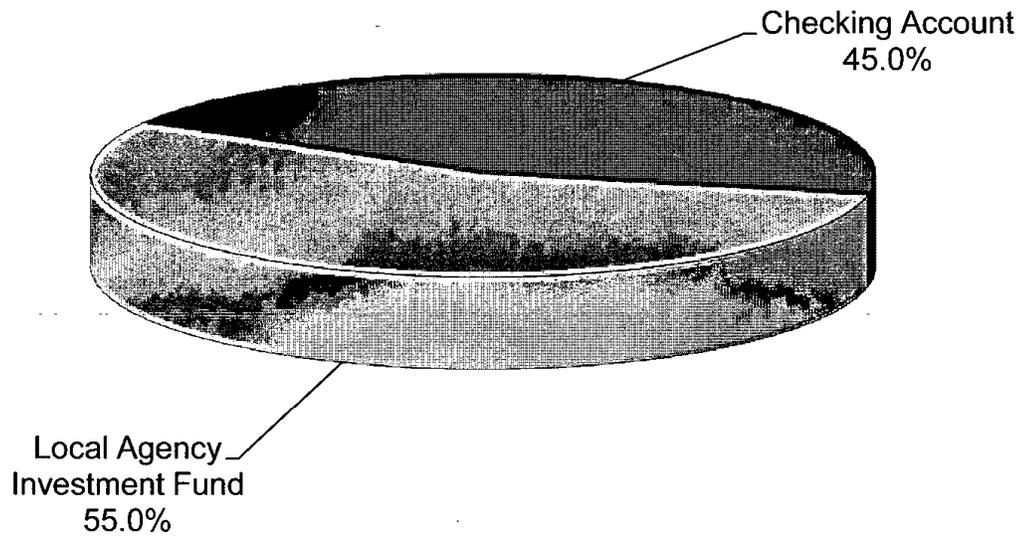
The Corporation has sufficient funds available to meet expenditures during the six-month period ending November 30, 2012.

During May 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
May 31, 2012**

Total Cash & Investments - \$2,857,874



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER
FOR THE MONTH ENDING
May 31, 2012**

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 6/18/12
REGULAR WARRANTS
CHECKING ACCOUNT: MHC

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
3001	General Fund	103,559.11
	Report Total:	103,559.11

Vice Chairperson - Raft

Accounts Payable

Voucher Register By Vendor Number



User: mpiotrowski

Printed: 06/11/2012 - 5:40 PM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003125	Buch002	3001-3001-56170-400	4811 Canoga-Bathroom remodel	120435	04/30/2012		05/09/2012	2,281.17	3125
	Buchbinder Maintenance, Inc.								
							Voucher: 003125	2,281.17	
003126	Dese002	3001-2020-56170-400	4791 Canoga-street improvement Pmt #1	Pmt No 1	04/26/2012		05/09/2012	4,278.00	3126
	Desert Ranger Construction								
003126	Dese002	3001-3001-56170-400	4811 Canoga-street improvement Pmt #1	Pmt No 1	04/26/2012		05/09/2012	20,385.40	3126
	Desert Ranger Construction								
003126	Dese002	3001-3001-56170-400	4820 Canoga-street improvement Pmt #1	Pmt No 1	04/26/2012		05/09/2012	30,709.55	3126
	Desert Ranger Construction								
							Voucher: 003126	55,372.95	
003127	Grec003	3001-3001-56170-400	4811 Canoga-3 wall panels	042612	04/26/2012		05/09/2012	1,350.00	3127
	Grecian Marble-Onyx								
							Voucher: 003127	1,350.00	
003128	Mont001	3001-0000-00010-101	Reimb City for MHC PR 030112	PR 030112	05/10/2012		05/09/2012	5,960.08	3128
	City of Montclair								
003128	Mont001	3001-0000-00010-101	Reimb City for MHC PR 031512	PR 031512	05/10/2012		05/09/2012	8,019.10	3128
	City of Montclair								
003128	Mont001	3001-0000-00010-101	Reimb City for MHC PR 032912	PR 032912	05/10/2012		05/09/2012	5,938.13	3128
	City of Montclair								
003128	Mont001	3001-0000-00010-101	Reimb City for MHC PR 041212	PR 041212	05/10/2012		05/09/2012	7,939.73	3128
	City of Montclair								
003128	Mont001	3001-0000-00010-101	Reimb City for MHC PR 042612	PR 042612	05/10/2012		05/09/2012	5,968.70	3128
	City of Montclair								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
								Voucher: 003128	33,825.74
003129	Mont002	3001-1003-56020-400	9815 Central-030112-043012	005254 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1005-56020-400	5290 Orchard-030112-043012	005941 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1002-56020-400	10087 Central-030112-043012	008156 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1001-56020-400	10079 Central-030112-043012	008157 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1008-56020-400	9761 Central-030112-043012	012565 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1007-56020-400	9751 Central-030112-043012	012567 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1006-56020-400	9741 Central-030112-043012	012584 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1010-56020-400	9945 Central-030112-043012	013220 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1011-56020-400	5225 Palo Verde-030112-043012	013553 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1501-56020-400	9448 Carrillo-030112-043012	014651 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1015-56020-400	9963 Central-030112-043012	017666 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1014-56020-400	9644 Central-030112-043012	017746 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
003129	Mont002	3001-1502-56020-400	9010 Fremont-030112-043012	045202 050212	05/02/2012		05/09/2012	84.66	3129
	City of Montclair								
								Voucher: 003129	1,100.58
003130	Mont042	3001-2009-56060-400	10333 Pradera-Apr 2012	Apr 2012	04/18/2012		05/09/2012	50.00	3130
	Montclair Meadows								
003130	Mont042	3001-2009-56060-400	10333 Pradera-Dec 2011	Dec 2011	04/18/2012		05/09/2012	50.00	3130
	Montclair Meadows								
003130	Mont042	3001-2009-56060-400	10333 Pradera-Feb 2012	Feb 2012	04/18/2012		05/09/2012	50.00	3130
	Montclair Meadows								
003130	Mont042	3001-2009-56060-400	10333 Pradera-Jan 2012	Jan 2012	04/18/2012		05/09/2012	50.00	3130
	Montclair Meadows								
003130	Mont042	3001-2009-56060-400	10333 Pradera-Mar 2012	Mar 2012	04/18/2012		05/09/2012	50.00	3130
	Montclair Meadows								
003130	Mont042	3001-2009-56060-400	10333 Pradera-Nov 2011	Nov 2011	04/18/2012		05/09/2012	50.00	3130
	Montclair Meadows								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003130	Mont042	3001-2009-56060-400	10333 Pradera-Oct 2011	Oct 2011	04/18/2012		05/09/2012	50.00	3130
		Montclair Meadows							
							Voucher: 003130	350.00	
003131	Mont074	3001-1502-56020-400	9010 Fremont-030712-050612	00205008 050612	05/06/2012		05/09/2012	150.72	3131
		Monte Vista Water District							
003131	Mont074	3001-1501-56020-400	9448 Carrillo-030712-050612	01113202 050612	05/06/2012		05/09/2012	82.56	3131
		Monte Vista Water District							
003131	Mont074	3001-1011-56020-400	5225 Palo Verde-030712-050612	01305203 050612	05/06/2012		05/09/2012	105.36	3131
		Monte Vista Water District							
003131	Mont074	3001-1014-56020-400	9644 Central-030712-050612	01307103 050612	05/06/2012		05/09/2012	140.51	3131
		Monte Vista Water District							
							Voucher: 003131	479.15	
003132	TKRP001	3001-3001-56170-400	4811 Canoga-bathroom repairs	5486	04/20/2012		05/09/2012	1,775.00	3132
		T.K.R. Plumbing							
							Voucher: 003132	1,775.00	
003133	Hele001	3001-2020-56060-400	4791 Canoga-June 2012	June 2012	05/24/2012		05/24/2012	109.95	3133
		Helena Gardens Apartment							
003133	Hele001	3001-3001-56060-400	Canoga-June 2012	June 2012	05/24/2012		05/24/2012	243.35	3133
		Helena Gardens Apartment							
							Voucher: 003133	353.30	
003134	Land012	3001-1001-56100-400	10079 Central-Apr, sprinkler	10079/5/12	05/03/2012		05/24/2012	125.00	3134
		Landscape Maintenance Unlimite							
003134	Land012	3001-1002-56100-400	10087 Central-Apr, sprinkler	10087/5/12	05/03/2012		05/24/2012	165.00	3134
		Landscape Maintenance Unlimite							
003134	Land012	3001-1009-56100-400	10215 Central-Apr, sprinkler	10215/5/12	05/03/2012		05/24/2012	200.00	3134
		Landscape Maintenance Unlimite							
003134	Land012	3001-1004-56100-400	10235 Central-Apr, sprinkler	10235/5/12	05/03/2012		05/24/2012	195.00	3134
		Landscape Maintenance Unlimite							
003134	Land012	3001-1013-56100-400	10291 Greenwood-Apr, sprinkler, gopher	10291/5/12	05/03/2012		05/24/2012	175.00	3134
		Landscape Maintenance Unlimite							
003134	Land012	3001-2003-56100-400	10313 Amherst-Apr, sprinkler	10313/5/12	05/03/2012		05/24/2012	225.00	3134
		Landscape Maintenance Unlimite							
003134	Land012	3001-2001-56100-400	10323 Amherst-Apr, sprinkler	10323/5/12	05/03/2012		05/24/2012	160.00	3134
		Landscape Maintenance Unlimite							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003134	Land012	3001-2007-56100-400	10330 Amherst-Apr, sprinkler	10330/5/12	05/03/2012		05/24/2012	195.00	3134
003134	Land012	3001-2002-56100-400	10333 Amherst-Apr, sprinkler	10333/5/12	05/03/2012		05/24/2012	170.00	3134
003134	Land012	3001-2009-56100-400	10333 Pradera-Apr	10333P/5/12	05/21/2012		05/24/2012	60.00	3134
003134	Land012	3001-2006-56100-400	10380 Amherst-Apr, sprinkler	10380/5/12	05/03/2012		05/24/2012	195.00	3134
003134	Land012	3001-2010-56100-400	10380 Pradera-Apr, sprinkler	10380P/5/12	05/03/2012		05/24/2012	140.00	3134
003134	Land012	3001-2010-56100-400	10390 Pradera-Apr, sprinkler	10380P/5/12	05/03/2012		05/24/2012	140.00	3134
003134	Land012	3001-2004-56100-400	10383 Amherst-Apr, sprinkler	10383/5/12	05/03/2012		05/24/2012	160.00	3134
003134	Land012	3001-2008-56100-400	10390 Amherst-Apr, sprinkler	10390/5/12	05/03/2012		05/24/2012	195.00	3134
003134	Land012	3001-2005-56100-400	10410 Amherst-Apr, sprinkler	10410/5/12	05/03/2012		05/24/2012	160.00	3134
003134	Land012	3001-2030-56100-400	4275 Kingsley-Apr, sprinkler	4275/5/12	05/03/2012		05/24/2012	200.00	3134
003134	Land012	3001-3001-56100-400	4811 Canoga-Apr	4811/5/12	05/03/2012		05/24/2012	75.00	3134
003134	Land012	3001-3001-56100-400	4820 Canoga-Apr, sprinkler	4820/5/12	05/03/2012		05/24/2012	170.00	3134
003134	Land012	3001-1011-56100-400	5225 Palo Verde-Apr, sprinkler	5225/5/12	05/03/2012		05/24/2012	130.00	3134
003134	Land012	3001-1005-56100-400	5290 Orchard-Apr, sprinkler	5290/5/12	05/03/2012		05/24/2012	130.00	3134
003134	Land012	3001-1502-56100-400	9010 Fremont-Apr, sprinkler, gopher	9010/5/12	05/03/2012		05/24/2012	125.00	3134
003134	Land012	3001-1501-56100-400	9448 Carrillo-Apr	9448/5/12	05/03/2012		05/24/2012	40.00	3134
003134	Land012	3001-1014-56100-400	9644 Central-Apr, sprinkler	9644/5/12	05/03/2012		05/24/2012	130.00	3134
003134	Land012	3001-1006-56100-400	9741 Central-Apr, sprinkler	9741/5/12	05/03/2012		05/24/2012	125.00	3134
003134	Land012	3001-1007-56100-400	9751 Central-Apr, sprinkler	9751/5/12	05/03/2012		05/24/2012	180.00	3134
003134	Land012	3001-1008-56100-400	9761 Central-Apr, sprinkler	9761/5/12	05/03/2012		05/24/2012	135.00	3134
003134	Land012	3001-1003-56100-400	9815 Central-Apr, sprinkler	9815/5/12	05/03/2012		05/24/2012	160.00	3134
003134	Land012	3001-1010-56100-400	9945 Central-Apr	9945/5/12	05/03/2012		05/24/2012	60.00	3134

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003134	Land012	3001-1015-56100-400	9963 Central-Apr, sprinkler	9963/5/12	05/03/2012		05/24/2012	135.00	3134
		Landscape Maintenance Unlimite							
							Voucher: 003134	4,455.00	
003135	Mont043	3001-2010-56060-400	10380 Pradera-June 2012	June 2012	05/24/2012		05/24/2012	50.00	3135
		Montclair Meadows Owners Assoc							
003135	Mont043	3001-2011-56060-400	10390 Pradera-June 2012	June 2012	05/24/2012		05/24/2012	50.00	3135
		Montclair Meadows Owners Assoc							
							Voucher: 003135	100.00	
003136	Mont074	3001-1017-56020-400	5444 Palo Verde-030712-050612	01101801 05/12	05/06/2012		05/24/2012	35.52	3136
		Monte Vista Water District							
003136	Mont074	3001-1003-56020-400	9815 Central-031212-050812	03213204 05/12	05/08/2012		05/24/2012	172.72	3136
		Monte Vista Water District							
003136	Mont074	3001-1008-56020-400	9761 Central-031212-050812	03214211 05/12	05/08/2012		05/24/2012	103.29	3136
		Monte Vista Water District							
003136	Mont074	3001-1007-56020-400	9751 Central-031212-050812	03214408 05/12	05/08/2012		05/24/2012	138.43	3136
		Monte Vista Water District							
003136	Mont074	3001-1006-56020-400	9741 Central-031212-050812	03214608 05/12	05/08/2012		05/24/2012	78.41	3136
		Monte Vista Water District							
003136	Mont074	3001-1005-56020-400	5290 Orchard-031412-051312	04702105 05/12	05/13/2012		05/24/2012	190.55	3136
		Monte Vista Water District							
003136	Mont074	3001-1002-56020-400	10087 Central-031412-051312	04702203 05/12	05/13/2012		05/24/2012	125.35	3136
		Monte Vista Water District							
003136	Mont074	3001-1001-56020-400	10087 Central-031412-051312	04702301 05/12	05/13/2012		05/24/2012	175.43	3136
		Monte Vista Water District							
003136	Mont074	3001-1015-56020-400	9963 Central-031412-051312	04703501 05/12	05/13/2012		05/24/2012	86.71	3136
		Monte Vista Water District							
003136	Mont074	3001-1010-56020-400	9945 Central-031412-051312	04703707 05/12	05/13/2012		05/24/2012	50.09	3136
		Monte Vista Water District							
							Voucher: 003136	1,156.50	
003137	Sout018	3001-3001-56020-400	4811 Canoga gate-041112-051012	2024259988 0512	05/11/2012		05/24/2012	22.03	3137
		Southern California Edison Co							
003137	Sout018	3001-3001-56020-400	4820 Canoga-041112-051012	2038187969 0512	05/11/2012		05/24/2012	148.14	3137
		Southern California Edison Co							
003137	Sout018	3001-3001-56020-400	4811 Canoga-041112-051012	2038188173 0512	05/11/2012		05/24/2012	198.61	3137
		Southern California Edison Co							
003137	Sout018	3001-2010-56020-400	10380 Pradera-041012-050912	2185722790 0512	05/10/2012		05/24/2012	26.03	3137
		Southern California Edison Co							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003137	Sout018	3001-2011-56020-400	10390 Pradera-041012-050912	2185722824 0512	05/10/2012		05/24/2012	49.40	3137
	Southern California Edison Co								
003137	Sout018	3001-2006-56020-400	10380 Amherst-041012-050912	2315790089 0512	05/10/2012		05/24/2012	23.49	3137
	Southern California Edison Co								
003137	Sout018	3001-2005-56020-400	10410 Amherst-041012-050912	2315792325 0512	05/10/2012		05/24/2012	32.95	3137
	Southern California Edison Co								
003137	Sout018	3001-2006-56020-400	10380 Amherst-041012-050912	2315959668 0512	05/12/2012		05/24/2012	36.03	3137
	Southern California Edison Co								
003137	Sout018	3001-2007-56020-400	10330 Amherst-041012-050912	2315959668 0512	05/10/2012		05/24/2012	31.48	3137
	Southern California Edison Co								
003137	Sout018	3001-1017-56020-400	5444 1/2 Palo Verde-041112-051012	2336647847 0512	05/11/2012		05/24/2012	5.38	3137
	Southern California Edison Co								
003137	Sout018	3001-1017-56020-400	5444 Palo Verde-041212-051112	2337387070 0512	05/12/2012		05/24/2012	2.70	3137
	Southern California Edison Co								
							Voucher: 003137	576.24	
003138	Sout021	3001-3001-56020-400	4811 Canoga-041212-051112	15782395006 05	05/15/2012		05/24/2012	153.79	3138
	Southern California Gas Co								
003138	Sout021	3001-3001-56020-400	4820 Canoga-041212-051112	18932395009 05	05/15/2012		05/24/2012	164.43	3138
	Southern California Gas Co								
003138	Sout021	3001-2008-56020-400	4820 Canoga-041212-051112	19572389484 05	05/15/2012		05/24/2012	65.26	3138
	Southern California Gas Co								
							Voucher: 003138	383.48	
							Report Total:	103,559.11	