

CITY OF MONTCLAIR

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

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

August 20, 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/SA/MHC meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

I. CALL TO ORDER – City Council and Successor Agency and Montclair Housing Corporation 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 and Montclair Housing Corporation Board of Directors. (Government Code Section 54954.3)

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

VII. PUBLIC HEARINGS

- A. Second Reading – Consider Adoption of Ordinance No. 12-932 Adding Subsection 5 to Section 8.36.090(A) of the Montclair Municipal Code Related to Parking of Commercial Vehicles Within the City

VIII. CONSENT CALENDAR**A. Approval of Minutes**

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MHC Board Meeting of August 6, 2012 [CC/SA/MHC]

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of Montclair Redevelopment Agency Board of Directors,
Adoption of Resolution No. 12-07 Adopting a Recogn-
ized Obligation Payment Schedule for January 1, 2013,
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IX. PULLED CONSENT CALENDAR ITEMS**X. RESPONSE - None**

XI. COMMUNICATIONS

A. City Attorney

1. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference With Designated Labor Negotiator Edward C. Starr

Agency: City of Montclair

Employee Organizations: Management
Montclair Fire Fighters Association
Montclair Police Officers Association
San Bernardino Public Employees Assn.

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 August 6, 2012

93

XII. COUNCIL WORKSHOP

A. Metro Gold Line Construction Authority Update

(Council may consider continuing this item to an adjourned meeting on Tuesday, September 4, 2012, at 5:45 p.m. in the City Council Chambers.)

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

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

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency, and Montclair Housing Corporation Board meetings will be held on Tuesday, September 4, 2012, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Successor Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Yvonne L. Smith, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the south door of Montclair City Hall on August 16, 2012.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE
NO. 12-932 ADDING SUBSECTION 5 TO
SECTION 8.36.090(A) OF THE MONTCLAIR
MUNICIPAL CODE RELATED TO PARKING OF
COMMERCIAL VEHICLES WITHIN THE CITY

SECOND READING

DATE: August 20, 2012

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: PKG275

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Ordinance No. 12-932 adding Subsection 5 to Section 8.36.090(A) of the Montclair Municipal Code to accommodate a request from a resident to consider modifications to the Code related to parking of commercial vehicles within the City.

A copy of proposed Ordinance No. 12-932 is attached for the City Council's review and consideration.

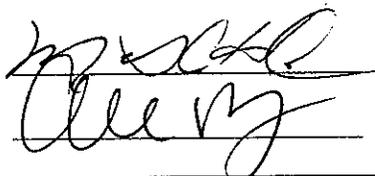
BACKGROUND: At its meeting on January 17, 2006, the City Council was asked to give direction to staff regarding truck parking restrictions within the City. Direction was given; and staff returned to Council on February 21, 2006, with proposed Ordinance No. 06-874 addressing parking restrictions for commercial vehicles over 10,000 pounds (trucks). The Ordinance as written would have prohibited truck parking on all City streets. After hearing some testimony in opposition to the Ordinance as presented, the City Council referred the matter to the Public Works Committee for further consideration and revisions.

Proposed Ordinance No. 06-874 was revised and adopted by the City Council on June 5, 2006. The Ordinance as adopted prohibits truck parking throughout most of the City. Truck parking is permitted along portions of Brooks Street between Central Avenue and Ramona Avenue.

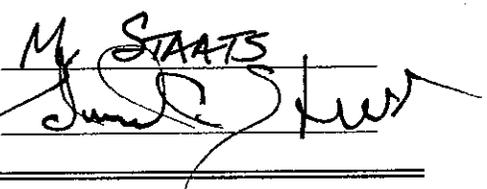
One of the persons who testified at the February 21, 2006 public hearing had requested that a portion of Palo Verde Street also be considered for truck parking. At the time, the Public Works Committee was opposed to truck parking in this area. The resident, who lives on Palo Verde Street near Vernon Avenue, has since renewed and modified his request for additional truck parking on Palo Verde Street west of Central Avenue. After hearing his request on May 7, 2012, the Council again asked the Public Works Committee to consider the request.

On June 21, 2012, the Public Works Committee heard staff's report and the resident's request. The Committee directed staff to revise proposed Ordinance No. 06-874's parking restrictions to allow truck parking on the north side of Palo Verde Street between Central Avenue and Carrillo Avenue, subject to certain requirements. The requirements are as follows:

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

- Parking of commercial vehicles in excess of 10,000 pounds shall require a special parking permit
- Parking permits shall only be issued to applicants able to prove Montclair residency
- Parking permits shall only be valid for single vehicles, *i.e.*, the permit would not be valid for tractor/trailers; semi-trailers; or trucks with attached trailers, vehicles, or equipment.

FISCAL IMPACT: Should proposed Ordinance No. 12-932 be adopted, additional parking signage and parking permits would be required on Palo Verde Street at a cost of under \$300. It is recommended that should the City Council approve the proposed Ordinance allowing truck parking along Palo Verde Street, applicants for the permits pay an annual fee of \$25 to cover the cost of the permit and application process.

RECOMMENDATION: Staff recommends the City Council adopt Ordinance No. 12-932 adding subsection A to Section 8.36.090(A) of the Montclair Municipal Code related to parking of commercial vehicles within the City.

ORDINANCE NO. 12-932

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR AMENDING SECTION 8.36.090
OF THE MONTCLAIR MUNICIPAL CODE RELATED
TO COMMERCIAL VEHICLE PARKING

THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES ORDAIN AS
FOLLOWS:

Section I: Addition of A(5) to Section 8.36.090. Section 8.36.090 of
the Montclair Municipal Code is hereby amended by the adding the following to
Section A:

**8.36.090 Parking commercial vehicles and commercial equipment within
City limits.**

A. It is unlawful for any person to park or store any commercial motor vehicle
having a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds or
more or trailer or commercial equipment, irrespective of weight, upon any
public street or alley, or on private property in the City within the following
zones, to-wit: R-1 (Single-family Residential), R-2 (Two-family Residential), R-3
(Multifamily Residential), and "Residential" land use districts of Specific Plan
areas, except:

1. While performing a service requiring the loading or unloading of goods
and/or property to premises in the block in which such vehicle and/or
commercial equipment is parked until such work is completed;
2. When such vehicle and/or commercial equipment is parked in connection
with the performances of a service to or on a property in the block in which
such vehicle and/or commercial equipment is parked until such service is
completed;
3. When the vehicle or commercial equipment is immobile because of accident
or mechanical breakdown; in such case, such vehicle and/or commercial
equipment may be parked for a period of time not to exceed 24 hours; or
4. On Brooks Street between Ramona Avenue and a point 1,650 feet east
of the centerline of Monte Vista Avenue. This exception shall not apply to
unattached trailers or commercial equipment.
5. On the north side of Palo Verde Street between Central Avenue and
Carrillo Avenue, subject to the following restrictions:
 - a. Vehicle shall have displayed in the lower left corner of the windshield
a special parking permit issued by the City.
 - b. Special parking permit shall be issued to City residents only.
 - c. Special parking permit shall only be valid for single vehicles, i.e.,
permit is not valid for tractor/trailers; semitrailers; or any commer-
cial vehicle with any trailer, towed vehicle, or towed equipment.

Section II. Severability.

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

Section III. Effective Date.

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

Section IV. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 12-932 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2012, and finally passed not less than five (5) days thereafter on the XX day of XX, 2012, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 20, 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 July 31, 2012, pursuant to state law.

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

Prepared by:

Michael Piotrowski

Proofed by:

[Signature]

Reviewed and
Approved by:

[Signature]

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** August 20, 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 August 20, 2012, and Payroll Documentation dated July 1, 2012; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated August 20, 2012, totals \$884,142.73. The Payroll Documentation dated July 1, 2012, totals \$604,572.97, with \$429,853.40 being the total cash disbursement.

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

Prepared by: *Yvonne Smith*
Proofed by: *Andrea Phillips*

Reviewed and
Approved by:
Presented by:

[Signature]
[Signature]

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 20, 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 July 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 July 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 July 31, 2012.

Prepared by:

Michael P. Kowalski

Proofed by:

[Signature]

Reviewed and
Approved by:

[Signature]

Presented by:

[Signature]

AGENDA REPORT

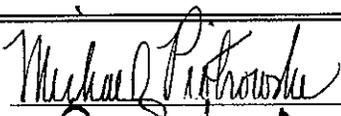
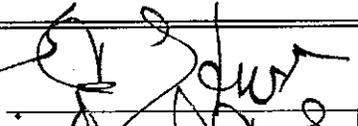
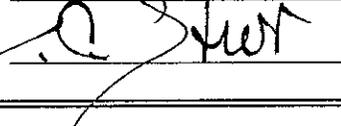
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	DATE:	August 20, 2012
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	4
		FILE I.D.:	FIN530
		DEPT.:	SUCCESSOR RDA

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 July 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 07.01.12-07.31.12 in the amounts of \$6,884.78 for Project I; \$0.00 for Project II; \$1,942,484.08 for Project III; \$105,637.63 for Project IV; \$178,112.88 for Project V; and \$63,350.46 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 July 31, 2012.

Prepared by:		Reviewed and Approved by:	
Proofed by:		Presented by:	

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 20, 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 July 31, 2012, pursuant to state law.

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

Prepared by:

Michael Prohaska

Reviewed and
Approved by:

[Signature]

Proofed by:

[Signature]

Presented by:

[Signature]

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	DATE:	August 20, 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 July 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 07.01.12-07.31.12 in the amount of \$71,646.99 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 July 31, 2012.

Prepared by:

Michael P. Lefkowitz

Proofed by:

[Signature]

Reviewed and
Approved by:

[Signature]

Presented by:

[Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-76 AMENDING AGREEMENT
NO. 12-27 WITH AEGIS ITS, INC., FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES

DATE: August 20, 2012

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: TRC600

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City's current signal maintenance contract with Aegis ITS, Inc., was approved by the City Council in May 2012 and became effective July 1, 2012. Subsequent to its approval, it was found that an older rate schedule had inadvertently been included. An amendment is required to replace the rate schedule with the correct rate schedule. The City Council is requested to consider approval of this new Agreement.

BACKGROUND: In 2003, the City issued a request for proposals for traffic signal maintenance services. Responses were received from four companies and evaluated based on cost of services. Of the four companies, Team Econolite, Inc., offered the lowest prices and was selected to provide the required services. An Agreement with Team Econolite, Inc., was approved by the City Council effective July 1, 2003.

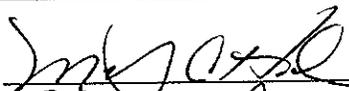
The Team Econolite, Inc., Agreement covered a three-year period from July 1, 2003, through June 30, 2006, but also included two three-year renewal options. Both renewal options were exercised, extending the maintenance contract through June 30, 2012. Effective January 1, 2012, Team Econolite, Inc., changed its name to Aegis ITS, Inc. (Aegis). The City entered into Agreement No. 11-131 with Aegis, essentially assigning the Team Econolite, Inc., Agreement to Aegis.

Agreement No. 12-27 was approved by the City Council on May 21, 2012, authorizing a new contract with Aegis ITS, Inc. This Agreement included Exhibit B-Cost of Services. After the Agreement was approved, it was found that the Exhibit B from the original 2003 contract had inadvertently been included with the new Agreement. Proposed Agreement No. 12-76 authorizes the substitution of the correct Exhibit B, indicated as "EXHIBIT B-REVISED 08 01 12."

FISCAL IMPACT: Approval of proposed Agreement No. 12-76 would maintain the cost for monthly preventive maintenance checks at \$52 per intersection, a reduction of the \$54 per intersection from the previous contract, and keep the same rate schedule from the previous contract for extraordinary signal maintenance costs.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-76 amending Agreement No. 12-27 with Aegis ITS, Inc., for traffic signal maintenance services.

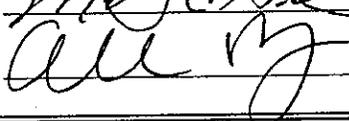
Prepared by:



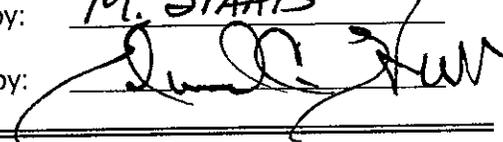
Reviewed and
Approved by:

M. STAATS

Proofed by:



Presented by:



AMENDMENT TO AGREEMENT NO. 12-27

WITH

AEGIS ITS, INC.

FOR

TRAFFIC SIGNAL MAINTENANCE SERVICES

This agreement is made and entered into this ___ day of August, 2012, by and between the CITY OF MONTCLAIR, a municipal corporation hereinafter designated as "City," and AEGIS ITS, INC. a California Corporation hereinafter designated as "Contractor," and collectively designated as the "Parties."

RECITALS

WHEREAS, Parties have previously entered into Agreement No. 12-27 on July 1, 2012, for traffic signal maintenance services, hereinafter called "Project;" and

WHEREAS, Agreement No. 12-27 included Exhibit B specifying labor costs, equipment rates, and material reimbursement costs; and

WHEREAS, Parties desire to substitute a revised Exhibit B.

AGREEMENT

NOW, THEREFORE, IT IS AGREED by and between City and Contractor to substitute "Exhibit B-Revised 08 01 12" for Exhibit B as included in Agreement No. 12-27.

BE IT FURTHER AGREED by and between City and Contractor that the revised rate schedule "Exhibit B-Revised 08 01 12" shall be effective as of July 1, 2012, and that all other terms of Agreement 12-27 shall remain as set forth therein.

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

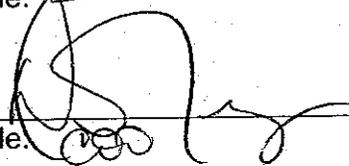
CITY OF MONTCLAIR, CALIFORNIA

AEGIS ITS, INC.-CONTRACTOR

By: _____
Mayor

By:  _____
Title:

Attest: _____
Deputy City Clerk

By:  _____
Title:

Approved as to form:

City Attorney

EXHIBIT B-REVISED 08 01 12

COST OF SERVICES

Monthly Maintenance/Preventative Maintenance Check per intersection \$52.00

Description	Regular	Overtime	Double Time
Labor			
Supervisor	\$73.78	\$73.78	N/A
Lead Technician	\$84.33	\$115.16	\$145.98
Technician	\$84.33	\$115.16	\$145.98
Lead Utility Technician	\$84.33	\$115.16	\$145.98
Utility Technician	\$84.33	\$115.16	\$145.98
Lab Technician	\$71.94	\$98.22	N/A
Laborer	\$63.50	\$86.70	\$109.90
Relamper	\$35.64	\$48.66	N/A
Equipment			
Technician Van	\$10.78	N/A	N/A
Bucket Truck to 36 feet	\$15.32	N/A	N/A
Utility Truck	\$16.46	N/A	N/A
Bucket Truck above 36 feet	\$18.16	N/A	N/A
Crane Truck	\$39.73	N/A	N/A
Arrow Board	\$16.74	N/A	N/A
Air Compressor w/tools	\$16.51	N/A	N/A
Dump Truck	\$24.97	N/A	N/A
Materials			
All	Cost plus 20%	N/A	N/A
Miscellaneous			
6-foot diameter loop and lead in cable	\$350.00	N/A	N/A

Note: Any equipment used, but not on the above listing, will be charged at local rental rates. Any rental equipment will be charged at cost plus 20%.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-80 WITH CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA, TO IMPLEMENT A FIELD INTERNSHIP PROGRAM AT THE MONTCLAIR MEDICAL CLINIC

DATE: August 20, 2012

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: HSV043

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-80 with California State Polytechnic University, Pomona, for implementation of a university-level field placement program at the Montclair Medical Clinic.

A copy of proposed Agreement No. 12-80 is attached for the City Council's review and consideration.

BACKGROUND: California State Polytechnic University, Pomona, has requested to implement a university-level field placement program at the Montclair Medical Clinic to provide support for its service-learning objective(s) by offering its students the opportunity for community service while assisting the Medical Clinic in the areas of support for clients related to community health programs and issues.

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

The term of proposed Agreement No. 12-80 is July 1, 2012, through June 30, 2015.

FISCAL IMPACT: There would be no direct fiscal impact to the General Fund should the City Council approve proposed Agreement No. 12-80.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-80 with California State Polytechnic University, Pomona, to implement a university-level field placement program at the Montclair Medical Clinic.

Prepared by:

M. Richter

Reviewed and
Approved by:

[Signature]

Proofed by:

Christine Smialek

Presented by:

[Signature]

Service-Learning Agreement

California State Polytechnic University, Pomona and Community-based Organization

This Agreement entered into this 1st day of July 2012 between the Trustees of the California State University on behalf of California State Polytechnic University, Pomona, referred to as "university," and City of Montclair, referred to as "community-based organization."

I. Statement of Purpose

California State Polytechnic, Pomona is committed to raising the visibility of service-learning as an effective tool of higher education in a polytechnic setting, strengthening ties between the community and the University. The Community-based organization and the University recognize the opportunity for meaningful learning experiences and support the goals and objectives of the program in which the student will participate.

II. Program Activities

Activities will be accomplished in accordance with the learning plan, reviewed and agreed upon by the student, the University and the Community-based organization prior to the start of the experience. The student will:

1. Participate in all relevant trainings required by the community-based organization.
2. Model professional and appropriate behavior when working with clients, and when on the Community-based organization site.
3. Support community-based organization events that are a part of the service-learning experience as required by faculty member.
4. Meet the goals of the community-based organization program and the service-learning course in which the student is enrolled.
5. Perform additional duties as specified on the associated learning plan form.

III. Safe and Productive Environment

A. The community-based organization will:

1. Give student a complete tour of the site, and ensure that student is aware of all emergency procedures and is able to act responsibly in the case of an emergency.
2. Ensure that student is aware of the unique nature of the population of the community-based organization, and is prepared to work with this population.
3. California law may require the community-based organization to obtain student's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the community-based organization's responsibility to: 1) determine whether such fingerprinting is required; 2) obtain the student's fingerprints; and 3) obtain criminal background clearance from the appropriate agency.

B. The University will ensure that student agrees to the following:

1. Abide by the Community-based organization rules and regulations while on site and working with the Community-based organization clients.
2. Ensure that his/her interactions with clients are safe, positive and productive.
3. Support the program and its objectives by providing support for clients or community-based organization staff as necessary and agreed upon in the learning plan.

IV. Site Supervision

A. Community-Based Organization

1. The site supervisor, as identified on the associated learning plan, is responsible for the safety and participation of the students while on site. The site supervisor will meet with the student as indicated on the learning plan to update him/her on projects and to provide support. All program staff will support the student as they interact with him/her, and provide

guidance and advice as necessary and appropriate. A secondary site supervisor will be responsible for the student in the absence of primary supervisor.

- a. The community-based organization director or his/her designee will confer with the faculty member that has assigned the service-learning experience prior to the commencement of service activities.
 - b. The community-based organization director and Director of the Center for Community Service-Learning or the Community Collaboration Coordinator at the University shall meet as appropriate in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
2. Training & Orientation - The site supervisor or designee will provide specific training needed by the student prior to his/her working with clients or providing service to the community-based organization. Necessary training can be provided through collaboration between the Community-based organization, the University, and the faculty member.
 3. Work Space – student will have an appropriate space at the community-based organization site in which to conduct his/her assigned work. The Community-based organization will provide access and training for any and all equipment necessary for student to fulfill his/her required service role.
 4. Evaluation – The community-based organization site supervisor will fill out survey(s) regarding quality of service that the student provided to the site when agreed upon in the learning plan.

B. University

The University will assign students to the community-based organization via authorized courses. The students will provide service to the program as indicated in the learning plan.

1. Training and Reflection – The University will provide a training session for student regarding his/her responsibilities. The Service-Learning Director and Faculty Member will provide opportunities for student to reflect on his/her experience working at the community-based organization site.
2. Supervision and Accountability - Service-Learning Director or designee will work with the student, the Community-based organization, and the faculty member to meet the expectations and priorities of the community-based organization site.

V. Length of Agreement of Term

- A. Term - The University and the Community-based organization have reached this agreement for the term beginning Fall 2012 and ending Spring 2015. This term represents three school years – 2012/13 through 2014/15.
- B. This agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party 30 days advance written notice of the intention to so terminate; provided further, however, that any such termination by the community-based organization shall not be effective against any student who at the date of mailing of said notice by the community-based organization was participating in said program until such student has completed the program as mutually agreed upon.

The attached General Provisions, consisting of one page, is incorporation by reference and made a part of this agreement.

This document reflects my understanding of the relationship.

City of Montclair
Authorized Signatory

Paul M. Eaton, Mayor
Print Name

Signature

Date

ATTEST:

Yvonne Smith, Deputy City Clerk
Print name

Signature

Date

California State Polytechnic University, Pomona
Authorized Signatory

Print Name

Signature

Date

General Provisions

Indemnification

The community-based organization shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. California State Polytechnic University, Pomona shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the community-based organization and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

- The community-based organization shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$ 2,000,000 General Aggregate, as mutually agreed upon for this placement.
- The community-based organization shall be responsible for Workers' Compensation coverage for Students during this agreement.
- The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.
- The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, the community-based organization shall comply with any state or federal law applicable to the community-based organization's performance under this Contract.

Assignments

Without written consent of the CSU, this agreement is not assignable by the community-based organization either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-81 WITH KAISER FOUNDATION HOSPITALS, FONTANA MEDICAL CENTER, TO CONTINUE TO FUND THE MONTCLAIR MEDICAL CLINIC'S GATEWAY TO COVERAGE PROGRAM

DATE: August 20, 2012

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: HSV042/HSV043/HSV155

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-81 with Kaiser Foundation Hospitals, Fontana Medical Center, to continue to fund a part-time Medical Clinic Coordinator at the Montclair Medical Clinic to administer the Montclair Gateway to Coverage Program.

BACKGROUND: Since 1978, the Montclair Medical Clinic's mission has been to facilitate access and provide health care services for residents with limited financial means who have no medical coverage by private or governmental insurance programs. Kaiser Foundation Hospitals, Fontana Medical Center, has donated \$15,000 to the Human Services Division, which will provide reduced-cost primary care services and promote health education to the uninsured.

This program will increase access to care for Montclair Medical Clinic patients by implementing the following objectives:

- Reach at least 2,500 uninsured individuals by providing low-cost vaccinations, tuberculosis screenings, and other primary care services to residents of Montclair and the surrounding area
- Refer at least 100 uninsured individuals for follow-up services through the clinic and/or education/self-management classes offered through the Montclair Por La Vida Program, the American Cancer Society, and the American Diabetes Association
- Conduct a semiannual audit of all patient records and contact patients requiring additional follow-up/referrals for lab testing, x-rays, and specialized services provided through medical or case management programs
- Increase the work schedules of the Medical Clinic Coordinator and Clinic Assistant
- Provide stipends for Por La Vida Consejeras who volunteer as medical interpreters

The term of proposed Agreement No. 12-81 is August 1, 2012, through August 1, 2013.

FISCAL IMPACT: Agreement No. 12-81 would provide grant funding in the amount of \$15,000 to continue to pay a portion of salaries for the part-time staff at the Montclair Medical Clinic and the stipends for the Por La Vida Consejeras who provide medical interpretation services.

Prepared by:

M. Richter

Reviewed and
Approved by:

[Signature]

Proofed by:

Christine Smedley

Presented by

[Signature]

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-81 with Kaiser Foundation Hospitals, Fontana Medical Center, to fund a portion of the part-time salaries of staff at the Montclair Medical Clinic and stipends for the Por La Vida Consejeras who provide medical interpretation services.

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

This Letter of Agreement (hereinafter "Agreement") is entered into by and between Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (hereinafter "KFH") and **City of Montclair, for benefit of Montclair Medical Clinic**, a California nonprofit, public benefit corporation, that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code or a charter city organized in the State of California and not subject to federal or state income tax or a legally recognized school district organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of \$15,000.00 for a one year funding period beginning August 1, 2012 through August 1, 2013 for Montclair Gateway to Coverage Program. Such terms and conditions are as follows:

1. **Tax Exemption Status:** Grantee represents that at all times relevant herein, it is a California nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or [a charter city organized in the State of California and not subject to federal or state income tax] or [a legally recognized school district of the State of California and not subject to federal or state income tax].
2. **Purpose of Grant.** Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grant Summary.
3. **Expenditure of Funds.** This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Evaluation Plan and may not be expended for any other purpose without KFH's prior written approval.
4. **Prohibited Uses.** In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. **Return of Funds.** KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
 - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
 - (a) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
 - (b) Any portion of the funds is not used for the approved purpose
 - (c) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.

6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

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

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

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

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

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

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

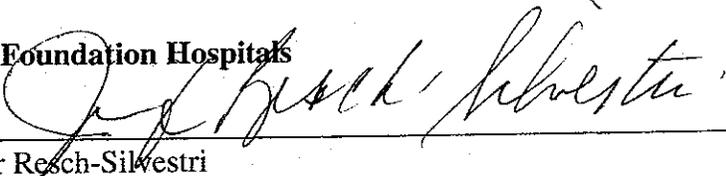
12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate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

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

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

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

Kaiser Foundation Hospitals

By: 
Jennifer Resch-Silvestri
Public Affairs Director

7-25-12
Date

Grantee

By: _____
Mr. Paul Eaton
Mayor
City of Montclair

Date

ATTEST:

By: _____
Yvonne Smith
Deputy City Clerk
City of Montclair

Date

LETTER OF AGREEMENT
Attachment

GRANT SUMMARY

GRANT NUMBER: 20627841	DATE AUTHORIZED: 6/26/2012
GRANTEE NAME: City of Montclair	AMOUNT: \$15,000.00 over 12 months
FISCAL AGENT: City of Montclair	
CONTACT, TITLE: Ms. Kelsey De Forge, Resource Analyst	
TELEPHONE: (909) 625-9459	FAX: (909) 399-9751
CB PROJECT MANAGER: Martha Valencia, Sr. Community Benefit Specialist Phone: Email: martha.r.valencia@kp.org	
GRANT PURPOSE: Montclair Gateway to Coverage Program	
GRANT OBJECTIVES: <ul style="list-style-type: none"> • 1. Reach at least 2,500 uninsured patients during the course of the program year (August 2012-July 2013). • 2. Refer at least 100 uninsured individuals for follow-up services through the clinic and/or education/self-management classes offered through the Montclair "Por La Vida" program, the American Cancer Society, and the American Diabetes Association. • 3. Conduct a semi-annual "audit" of all patient records and contact patients requiring additional follow-up/referrals for lab testing, x-rays, and specialized services provided through medical or case management programs. • 4. Increase the work schedules of the Medical Clinic Coordinator and Clinic Assistant • 5. Provide stipends for Por La Vida Consejeras to volunteer as medical interpreters. 	
GRANT PERIOD:	
Start date: 8/1/2012	End Date: 8/1/2013

NARRATIVE AND FINANCIAL REPORTS DUE:

Requirement	Due Date
Final Report	September 2, 2013

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-82 WITH THE CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH TO
PROVIDE A NUTRITION EDUCATION
PROGRAM

DATE: August 20, 2012

SECTION: AGREEMENTS

ITEM NO.: 4

FILE I.D.: HSV044

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-82 with the California Department of Public Health (CDPH) to provide a nutrition education program.

BACKGROUND: The CDPH has awarded a one-year contract extension to the City's Human Services Division to provide a nutrition education program in Montclair. The program will continue to develop and promote healthy eating and physically active lifestyles among low-income residents of Montclair, especially Spanish-speaking women. Staff will continue to strengthen and expand the Por La Vida Program.

The grant will be used to pay for one full-time employee, training, supplies, equipment, promotional/educational materials, lay health educator focus groups, a subcontract agreement that provides advanced nutrition classes, fieldtrips to farmers' markets, specialized nutrition workshops, and grant oversight.

The term of proposed Agreement No. 12-82 is October 1, 2012, through September 30, 2013.

FISCAL IMPACT: The City would be awarded a maximum amount of \$58,302 over the one-year contract term from the California Department of Public Health, Champions for Change grant.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-82 with the California Department of Public Health to provide a nutrition education program.

Prepared by:

M. Richter

Reviewed and
Approved by:

E. C. Spurr

Proofed by:

Christine Smudely

Presented by:

Stanley Spurr

State of California—Health and Human Services Agency—California Department of Public Health
GRANT AGREEMENT
 CDPH 1229 (3/12)

AGREEMENT NUMBER 12-10201
REGISTRATION NUMBER:

1. The California Department of Public Health hereby makes a grant award of funds to the Grantee named below:

Grantee's Name
 City of Montclair

2. Grant term From October 1, 2012 through September 30, 2013	3. Total grant amount \$ \$58,302
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4. Grantee's Project Director		
Name Michelle Roche	Telephone number (909) 625-9451	Address, if different from Grantee's address 5111 Benito Street, Montclair, CA 91763

5. Grantee's Financial Officer		
Name Michael Piotrowski	Telephone number (909) 625-9419	Address, if different from Grantee's address

6. The grantee, in accepting this grant award, agrees to comply with the terms and conditions of the following exhibits which are made a part of this grant award by this reference and any applicable statutes or regulations:

Exhibit A – Scope of Work	8 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B Attachment I – Budget (Year 1)	1 page
* Exhibit C – General Terms and Conditions	GTC 610
Exhibit D(F) – Special Terms and Conditions	25 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

* Item marked with an Asterisk (*) is incorporated herein as if attached. View at: <http://www.ols.dgs.ca.gov/Standard+Language>.

In Witness Whereof, this agreement has been executed by the parties hereto.

GRANTEE

Grantee's Name (If other than an individual, state if a corporation, partnership, nonprofit organization, etc.)

City of Montclair

Signed By (Authorized Signature)

[Signature]

Date Signed

August 21, 2012

Printed Name and Title of Person Signing that has delegated authority to bind the Grantee

Paul M. Eaton, Mayor

Mailing Address

5111 Benito Street, Montclair, CA 91763

STATE OF CALIFORNIA

Agency Name

California Department of Public Health

Signed By (Authorized Signature)

[Signature]

Date Signed

Printed or Stamped Name and Title of Person Signing or their Designee

Address

1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377

Exempt from DGS review per AG Opinions
 Exempt from DGS review per this authority: H&S 131085(a)(b)

**Exhibit A
Scope of Work**

1. Service Overview

Grantee agrees to provide to the California Department of Public Health the services described herein:

- A. Grantee will provide nutrition education interventions and physical activity promotion to United States Department of Agriculture (USDA) Nutrition Education Obesity Prevention (NEOP) eligible families described herein per Health and Safety Code 104650-104655.
- B. The Grantee shall provide the specific services, deliverables, and objectives specified in the approved SOW and any subsequent formal amendments approved in writing as required pursuant to this agreement.
- C. The Grantee shall cooperate with CDPH or its designee by participating in meetings and/or site visits as CDPH may deem necessary to monitor Grantee compliance with the agreement.

2. Project Representative

- A. The project representatives during the term of this agreement will be:

California Department of Public Health CDPH Grant Manager: Jorge G. Leal Telephone: (916) 327-8018 Fax: (916) 449-5414 E-mail: jorge.leal@cdph.ca.gov	City of Montclair Project Director: Michelle Roche Telephone: (909) 625-9451 Fax: (909) 399-9751 E-mail: mroche@cityofmontclair.org
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- B. Direct all inquiries to:

California Department of Public Health <i>Network for a Healthy California</i> Attention: Melissa Meade, Chief Administration Operations Section 1616 Capitol Avenue, Suite 74.516, MS 7204 P.O. Box 997377, MS 7204 Sacramento, CA 95899-7377 Telephone: (916) 449-5409 Fax: (916) 449-5414 E-mail: melissa.meade@cdph.ca.gov	City of Montclair Attention: Michelle Roche c/o Grants Unit 5111 Benito Street, Montclair, CA 91763 Telephone: (909) 625-9451 Fax: (909) 399-9751 E-mail: mroche@cityofmontclair.org
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit A
Scope of Work

3. Grantee Requirements

The Grantee shall comply with the guidelines for the development of all education materials as outlined in the Network Local Projects Guidelines Manual. These Guidelines have been incorporated into this agreement and made a part hereof by reference in Exhibit E, Additional Provisions, paragraph 1. Without limitation, the Grantee shall comply with the following requirements:

- A. Submit any news release related to this agreement to the State for review prior to its release.
- B. The Grantee agrees to cooperate with the State in data collection related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by the State. Data shall include, at a minimum, demographic descriptions of the population served, audience reach, and items to measure program effectiveness. The data shall be submitted in the required form prescribed by the State.
- C. The Grantee agrees to cooperate with the State in the review and, when appropriate, the field testing of statewide evaluation instruments and newly developed educational materials.
- D. The Grantee shall ensure that the USDA SNAP-Ed is clearly identified as a sponsor or support organization on all materials and products funded by the agreement (electronic, print, audiovisual, media, etc.). The Grantee agrees to abide by the guidelines set for usage of the *Network* logos on any products generated by the Grantee.
- E. The Grantee agrees to cooperate with the State by participating in statewide meetings and site visits, as deemed necessary by the State.

4. See the following pages for a detailed description of the services to be performed.

EXHIBIT A
Scope of Work

Grant Name: City of Montclair
Grant Number: 12-10201

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 1: Annually, grantee will complete and submit all required reports and forms on or before each deadline and participate in Network-sponsored community events and trainings.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Activities	Responsible Party	Evaluation	Timeframe
1) Semi-Annual Activity Reports (SAAR) online.	PA	Documents completed and submitted to Network	10/1/2012-9/30/2013 April and September
2) Semi-Annual, Annual and Final Reports, including progress reports, progress report narratives, labeled attachments and Activity Tracking Forms.	PA	Documents completed and submitted to Network	10/1/2012-9/30/2013 April and September
3) Participate in ongoing community activities supporting statewide initiatives and provide nutrition education/physical activity promotion resources to local programs, including collaboration with existing University of California Cooperative Extension Food Stamp Nutrition Education agencies and organizations conducting food stamp outreach when appropriate.	PA	Record of participation in activities	10/1/2012-9/30/2013
4) Attend Regional Network related meetings (e.g., Fruit & Vegetable campaign meetings, collaborative meetings, etc.) to provide input into planning Network regional activities and participate in Network regional activities including the educational initiative efforts.	PA	Copies of agendas, record of participation	10/1/2012-9/30/2013
5) Attend a minimum of three Network-sponsored trainings and conferences including regional trainings.	PA	Copies of agendas, record of participation	10/1/2012-9/30/2013
6) Use United States Department of Agriculture guidelines to ensure activities are allowable and appropriately documented.	PA	State Share budget	10/1/2012-9/30/2013

Legend: PA = Program Assistant; Sub = Sub-grantee; SAAR = Semi-Annual Activity Report; SNAP-Ed = Supplemental Nutrition Assistance Program Education; Network = Network for a Healthy California

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among SNAP-Ed eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 2: By September 30, 2013, annually, six Promotoras will be recruited and trained using the Por La Vida – Mujeres Decididas / Eating Smart Being Active curriculum series.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Activities	Responsible Party	Evaluation	Timeframe
1) Recruit six Promotoras for the 16-week Por La Vida-Mujeres Decididas (Beginning Nutrition) / Eating Smart Being Active curriculum series at community and school events and/or through flyers.	PA	Promotora applications on file, Flyers, Activity Tracking Form	10/1/2012-9/30/2013
2) Train six Promotoras for the 16-week Por La Vida-Mujeres Decididas (Beginning Nutrition) curriculum series and Eating Smart, Being Active curricula.	PA	Sign-in sheets (on file), Training materials	10/1/2012-9/30/2013
3) Conduct pre/post tests to measure changes in fruit and vegetable consumption using the Food Behavior Checklist. Assemble and analyze results. Report findings in Network reports.	PA	Copy of survey, Completed Pre/Post-tests (on file), Analysis and summary of survey results	10/1/2012-9/30/2013

Legend: PA = Program Assistant; Sub = Sub-grantee; SAAR = Semi-Annual Activity Report; SNAP-Ed = Supplemental Nutrition Assistance Program Education; Network = Network for a Healthy California

EXHIBIT A
Scope of Work

Grant Name: City of Montclair
Grant Number: 12-10201

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among SNAP-Ed eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 3: By September 30, 2013, annually, a minimum of 500 SNAP-Ed eligible individuals will participate in a 16-week series of beginning nutrition Por La Vida classes and utilize the Montclair Nutrition and Physical Activity lending library.

Social Ecological Model: Individual Interpersonal Social Groups Institutional/Organizational Community

Activities	Responsible Party	Evaluation	Timeframe
1) Support Promotoras as they recruit their neighbors to participate in this highly interactive small group learning process. Help Promotoras schedule their 16 classes at neighborhood centers, apartment complexes, and local elementary schools.	PA	Activity Tracking Form, Flyers	10/1/2012-9/30/2013
2) Conduct classes (in Spanish and as needed in English). There will be four series during the year and each series is 16-weeks long with approximately eight to ten participants per class. Each series is independent of the other and may occur concurrently. Classes are hands-on and include information on shopping with a field trip to a grocery store to read labels. Classes may also include nutrition presentations by outside experts (e.g., Nurse, etc.) as requested by participants. Physical activity promotion will be included as a component of nutrition education. Network Program Manager will review and approve all lessons, handouts, and flyers prior to use.	Sub A, PA	Sign-in sheets (on file), Lesson plans, Presenter handouts	10/1/2012-9/30/2013
3) Conduct pre/post tests to measure changes in fruit and vegetable consumption using the Food Behavior Checklist. Assemble and analyze results. Report findings in Network reports.	PA	Copy of survey, Analysis and summary of survey results, Completed Pre/Post-tests (on file)	10/1/2012-9/30/2013

Legend: PA = Program Assistant; Sub = Sub-grantee; SAAR = Semi-Annual Activity Report; SNAP-Ed = Supplemental Nutrition Assistance Program Education; Network = Network for a Healthy California

EXHIBIT A
Scope of Work

Grant Name: City of Montclair
Grant Number: 12-10201

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among SNAP-Ed eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 4: By September 30, 2013, annually, a minimum of 120 SNAP-Ed eligible individuals will participate in a five-week Advanced Nutrition Class series.

Social Ecological Model: Individual Interpersonal Social Groups Institutional/Organizational Community

Activities	Responsible Party	Evaluation	Timeframe
1) Review and modify (as needed) nutrition education materials for five week Advanced Nutrition series of classes to ensure they are culturally appropriate. Modified materials will be reviewed and approved by the Network Program Manager prior to reproduction and implementation.	Sub B, PA	Record of approval by Program Manager	10/1/2012-9/30/2013
2) Identify/modify an existing survey a survey to measure the effectiveness of the intervention. The primary purpose of the survey is to measure an increase in knowledge as well as positive changes in behavior, such as increased fruit and vegetable consumption. Network Program Manager will review and approve survey prior to use.	Sub B, PA	Copy of survey	10/1/2012-9/30/2013
3) Schedule and promote classes with flyers at neighborhood sites. Network Program Manager will review and approve all flyers prior to use.	PA	Activity Tracking Form, Flyers	10/1/2012-9/30/2013
4) Annually conduct classes in Spanish and English, approximately 90 minutes in length. There will be four series of five classes each during the year with six to ten participants completing each series. Classes are interactive and include information on the preparation of easy nutritious foods, food safety, and recipe modification as part of a chef demonstration. Network Program Manager will review and approve all nutrition education materials prior to use.	Sub B	Sign-in sheets (on file), Lesson plans/PowerPoint presentations, Presenter handouts	10/1/2012-9/30/2013
5) Conduct pre/post surveys on knowledge/behavior change related to Advanced Nutrition curriculum. Assemble and analyze results. Report findings in Network reports.	Sub B, PA	Completed Pre/Post-tests (on file), Analysis and summary of survey results	10/1/2012-9/30/2013

Legend: PA = Program Assistant; Sub = Sub-grantee; SAAR = Semi-Annual Activity Report; SNAP-Ed = Supplemental Nutrition Assistance Program Education; Network = Network for a Healthy California

EXHIBIT A
Scope of Work

Grant Name: City of Montclair
Grant Number: 12-10201

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among SNAP-Ed eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 5: By September 30, 2013, a minimum of 32 SNAP-Ed eligible individuals will participate in Nutrition Education Field Trips to Farmers' Markets annually.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Activities	Responsible Party	Evaluation	Timeframe
1) Review and modify (as needed) nutrition education materials for Field Trips to Farmers' Markets to ensure they are culturally appropriate. Modified materials will be reviewed and approved by the Network Program Manager prior to reproduction and implementation.	Sub B, PA	Record of approval by Program Manager	10/1/2012-9/30/2013
2) Schedule Nutrition Education Field Trips to Farmers' Markets; recruit participants. Participants may include those participating in the beginning and advanced nutrition education series. Network Program Manager will review and approve all class flyers prior to distribution.	Sub B, PA	Activity Tracking Form, Flyers	10/1/2012-9/30/2013
3) Conduct Field Trips in Spanish and English, approximately three hours in length. Four cycles during the year with approximately eight participants per trip. Sessions are interactive with information about healthy food choices using a "healthy food items shopping list" and other teaching tools that are part of the Por La Vida – Mujeres Decidas/Eating Smart Being Active curriculums.	Sub B	Sign-in sheets (on file), Lesson plans/PowerPoint presentations, Handouts	10/1/2012-9/30/2013

EXHIBIT A
Scope of Work

Grant Name: City of Montclair
Grant Number: 12-10201

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among SNAP-Ed eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 6: By September 30, 2013, annually, a minimum of 40 SNAP-Ed eligible individuals will participate in Specialized Nutrition Workshops.

Social Ecological Model: Individual Interpersonal Social Groups Institutional/Organizational Community

Activities	Responsible Party	Evaluation	Timeframe
1) Identify topics for half day Specialized Nutrition Workshops that will promote increased preference for, and consumption of, a variety of colorful fruits and vegetables, as well as other healthy food choices using survey and focus group (state share) results.	Sub B, PA	Summary of Topic Selection, Analysis of Focus Group and Survey Results	10/1/2012-9/30/2013
2) Review and modify (as needed) nutrition education materials for Specialized Nutrition Workshops to ensure they are culturally appropriate. Materials will be reviewed and approved by Network Program Manager prior to reproduction and distribution.	Sub B	Record of approval by Program Manager	10/1/2012-9/30/2013
3) Schedule half day Specialized Nutrition Workshops; recruit a minimum of 20 participants per workshop. Participants may include those participating in the beginning and advanced nutrition education series. Network Program Manager will review and approve all class flyers prior to distribution.	Sub B, PA	Activity Tracking Form, Flyers	10/1/2012-9/30/2013
4) Conduct two Specialized Nutrition Workshops in Spanish and English, approximately five hours in length.	Sub B	Sign-in sheets (on file), Lesson plans/PowerPoint presentations, Handouts	10/1/2012-9/30/2013

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

Jorge G. Leal, Grant Manager
California Department of Public Health
Network for a Healthy California
1616 Capitol Avenue, Suite 74.516
MS 7204
P.O. Box 997377
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Grantee by the State and shall not require an amendment to the Amendment.

C. Invoice shall:

- 1. Be prepared on grantee's letterhead and be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
 - 2. Bear the Grantee's name as shown on the Agreement.
 - 3. Show a unique invoice number assigned by the Grantee.
 - 4. Show an invoice date reflecting when the invoice was prepared.
 - 5. Be mailed no later than five days after the invoice date.
 - 6. Show the Grantee's vendor number assigned by CDPH.
 - 7. Show the Agreement number assigned by CDPH.
 - 8. Show the Grantee's remittance address.
 - 9. Identify the billing and/or performance period covered by the invoice.
 - 10. Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by CDPH.
- D. Quarterly invoices shall be submitted for payment within sixty (60) days following the end of each calendar quarterly in which the work was performed and costs incurred in the performance of the agreement, unless the agreement has reached the expiration or termination date (see paragraph 4, Timely Submission of Final Invoice) or a later or alternate deadline is agreed to in writing by the Grant Manager (GM).
 - E. The Grantee may submit supplemental invoices to the GM if it has determined that there are expenses incurred during the term of the grant that have not been previously billed. The Grantee must submit a written justification to accompany the supplemental invoice(s) and shall submit the documents to the GM for approval. The supplemental invoice(s) cannot

exceed 20% of the total grant amount for the fiscal year in which the supplemental invoice(s) is submitted. Supplemental invoices for the first, second, and third quarter are due no later than 90 days after the end of each quarter. A supplemental invoice for the fourth quarter is due no later than 120 days after the end of the fourth quarter. If you are seeking an exception to these requirements, you must send a written request to the GM and provide justification that explains the circumstances surrounding your inability to meet these requirements. Exceptions may only be granted after Network management has reviewed the request and has made a determination.

- F. The State may, at its discretion, choose not to honor any delinquent invoice if the Grantee fails to obtain prior written State approval of an alternate invoice submission deadline.

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program GM. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.
- C. The Grantee is hereby advised of its obligation to submit to the State, with the final invoice, a completed copy of the "**Grantee's Release (Exhibit F)**".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Grantee and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Grantee shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see **Exhibit G entitled, "Travel Reimbursement Information"**.

6. Recovery of Overpayments

- A. Grantee agrees that claims based upon the terms of this agreement or an audit finding and/or an auditing finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Grantee's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Grantee.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Grantee will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average or the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Grantee, beginning 30 days after Grantee's receipt of the State's demand for repayment.
- D. If the Grantee has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Grantee loses the final administrative appeal, Grantee shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Grantee's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Restriction of Funds

The Grantee shall use funds pursuant to the Agreement only and shall not, in whole or in part, freeze, restrict, or prevent the use of funds for the use pursuant to this Agreement; Grantee shall not divert or use funds for other purposes.

**Exhibit B Attachment I
BUDGET
(Year 1)
(10/01/2012 through 09/30/2013)**

Personnel

Position Title	Annual Salary/Range	Total FTE %	Budget
Program Assistant	\$38,260	100%	\$38,260
Total:			38,260

Fringe Benefits

30 % of Personnel			\$11,478
Total:			\$11,478

Personnel and Fringe

Total:			\$49,738
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Equipment

Minor Equipment			\$525
Total:			\$525

Sub Grantees

A	Por La Vida Promotoras (6): Goal 1, Objective 3		\$2,675
B	Nutrition Consultant (TBD): Goal 1, Objectives 4, 5, and 6		\$4,300
Total:			\$6,975

Other Costs

Promotional products: such as recipe books, and other items that promote health and nutrition, and support the program's nutrition education activities			\$1,064
Total:			\$1,064

Indirect Cost

Total:			\$0
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Total Costs

Total:			\$58,302
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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> City of Montclair		<i>Federal ID Number</i> 95-6005731
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Paul M. Eaton, Mayor		
<i>Date Executed</i> August 21, 2012	<i>Executed in the County of</i> San Bernardino	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies 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. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining

equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
 - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
 - i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to

review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized 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.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for

Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual

Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which

the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall

be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, 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 of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., 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.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the contractor in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<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:</p> <p>Year ____ quarter ____</p> <p>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>Tier ____ if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is 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>CDFA Number, if applicable: ____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. 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 available for public inspection. required disclosure shall be subject to a 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. 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 registrant under the Lobbying Disclosure Act of 1995 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. 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 10 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.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
1. Network Local Projects *Network for a Healthy California* Guidelines Manual and any revisions thereto. (Revision October 2011)
<http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>
 2. *Network for a Healthy California* Program Letters and any revisions thereto.
<http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>
 3. United States Department of Agriculture State Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance. (Revision Date FY 2013)
<http://www.nal.usda.gov/fsn/Guidance/FFY2013SNAP-EdPlanGuidance.pdf>

2. Cancellation / Termination

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Grantee may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this agreement or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related

Exhibit E
Additional Provisions

to the services or deliverables provided under this agreement, whether finished or in progress on the termination date.

- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this agreement, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the agreement Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the agreement.

3. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrantees, or employees, officers and directors of the Grantee or subgrantees. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to prior CDPH review and approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrantees, or any employee, officer, or director of the Grantee or any subgrantee has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the agreement.
 - 2) An instance where the Grantee's or any subgrantee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest under this agreement will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the agreement. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 12-10201 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____ in the amount(s) of \$ _____ and dated _____

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): City of Montclair

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

Travel Reimbursement Information
(Mileage Reimbursement Increase Effective 7/1/11)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public Health (CDPH)* or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

- If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 12-2965 ADOPTING A MEASURE I FIVE-
YEAR CAPITAL IMPROVEMENT PROGRAM

DATE: August 20, 2012

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: TRN510

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Measure I Five-Year Capital Improvement Program and Expenditure Strategy proposed to be funded by Measure I. The City Council is requested to consider adoption of Resolution No. 12-2965 adopting the document pursuant to SANBAG requirements.

A copy of proposed Resolution No. 12-2965 is attached for the City Council's review and consideration.

BACKGROUND: Measure I 2010-2040, the countywide transportation sales tax program, requires that each local jurisdiction receiving pass-through program revenues annually adopt a Measure I Five-Year Capital Improvement Program that outlines the specific projects upon which those funds are to be expended. Proposed Resolution No. 12-2965 lists various projects proposed to be funded by Measure I for City Council consideration. For most of the 20-year life of the original Measure I, various phases of the Mission Boulevard Corridor Improvement Project were the only projects listed. All Mission Boulevard phases are now completed.

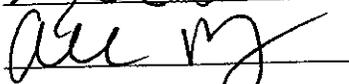
With the completion of the Mission Boulevard improvements, it is proposed that the local pass-through Measure I funds be used for the City's pavement management program for the next several years. This proposal will allow the City to catch up on some deferred maintenance on its local, collector, and arterial streets. It is also proposed that some funding be set aside for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. These funds are necessary to complete the federal environmental process for this project currently underway. Once the environmental process is completed, staff will likely recommend that the City proceed with demolition of structures on properties previously acquired by the City.

Finally, staff is recommending setting aside funds to continue studying alternatives for widening Monte Vista Avenue in two locations. The first location is along the east side of Monte Vista Avenue between Mission Boulevard and Howard Street. The City has applied for state Proposition 1B funds for constructing these improvements. The construction requires a local match from Transportation Development Impact Fees. The state funds

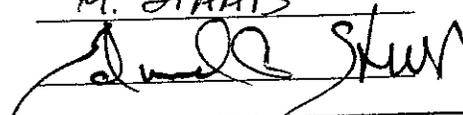
Prepared by: 

Reviewed and
Approved by:



Proofed by: 

Presented by:



are for construction only. Should the City be successful in acquiring Proposition 1B funds, additional funding would be needed for design and right-of-way acquisition.

The second location is along Monte Vista Avenue at the Interstate 10 Freeway. Staff is currently working with the San Bernardino Associated Governments and the California Department of Transportation studying alternatives to improve the level of service at the interchange.

FISCAL IMPACT: SANBAG estimates that the City would receive \$2,696,049 during the five-year period covered by fiscal years 2012-2013 through 2016-2017. This number represents an increase of approximately \$300,000 over the previous five-year period forecast last year. A year-by-year summary of anticipated revenues is included with this report labeled as Attachment E. The summary anticipates an annual revenue increase of 2.3 percent.

Adoption of Resolution No. 12-2965 would allow the City to continue to receive local Measure I pass-throughs. Should the City's priorities change during the year, the expenditure plan can be amended at any time by adopting a new Resolution.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2965 adopting a Measure I Five-Year Capital Improvement Program.

RESOLUTION NO. 12-2965

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR ADOPTING THE MEASURE I
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM**

WHEREAS, San Bernardino County voters approved passage of Measure I 1990-2010 in November 1989 and renewed as Measure I 2010-2040 in November 2004 authorizing the San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one half of 1 percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 of the Authority, and

WHEREAS, Expenditure Plans of the Ordinance require each local jurisdiction receiving revenue from the tax to expend those funds pursuant to a Capital Improvement Program adopted by resolution of the local jurisdiction, and

WHEREAS, Expenditure Plans of the Ordinance also require that each local jurisdiction annually adopt and update its Capital Improvement Plan,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair does hereby adopt the Measure I Five-Year Capital Improvement Program and Expenditure Strategy, copies of which are attached to this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2965 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2012, and that it was adopted by the following vote, to-wit:

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

Yvonne Smith
Deputy City Clerk

**VALLEY SUBAREA CITY OF MONTCLAIR
MEASURE I CAPITAL IMPROVEMENT PLAN 2012-2017**

EXPENDITURE STRATEGY

With the adoption of Measure I in 1989, the City of Montclair committed the revenue to be generated from the tax to the rehabilitation of the Mission Boulevard Corridor. That work has been completed. With the extension of the Measure I program, the City began reconstructing some of its older streets where routine maintenance is no longer sufficient to keep the streets in a state of good repair. The City will use a "pay as you go" program, performing street reconstruction on selected streets based on the amount of Measure I funding available each year. The City will also use its Measure I funds to partially fund a grade separation between Monte Vista Avenue and the Union Pacific railroad tracks, and with widening Monte Vista Avenue throughout the City.

YEAR	STREET & LIMITS	IMPROVEMENT	NEXUS	COST
LOCAL STREET PROJECTS (20%)				
2012-2013	Monte Vista Ave.-Holt Blvd. to Mission Blvd.	NEPA env. clearance; R/W demolition	Yes	\$200,000
	Pradera Avenue-San Bernardino Ct. to Cambridge St.	Grind and overlay	No	\$75,000
	Ramona Avenue-San Bernardino St. to Palo Verde St.	Grind and overlay	No	\$75,000
	Cambridge Street-Pradera Av. to Ramona Av.	Grind and overlay	No	\$75,000
	Fremont Avenue-Mission Bl. to State St.	Install curb, gutter, sidewalk, pavement	No	\$200,000
	Monte Vista Ave.-Palo Verde St. to San José St.	Study widening options	Yes	\$50,000
	Monte Vista Ave.-Mission Bl. to Howard St.	Design and right-of-way acquisition	Yes	\$50,000
	Subtotal			\$725,000
2013-2014	Princeton Street-Pradera Av. to Ramona Av.	Grind and overlay	No	\$75,000
	Harvard Street-Pradera Av. to Ramona Av.	Grind and overlay	No	\$75,000
	Monte Vista Avenue-Richton St. to Arrow Hwy.	Grind and overlay	No	\$150,000
	Benito Street at Helena Avenue	Install Traffic Signal	No	\$250,000
	Various locations throughout City	Miscellaneous Pavement Maintenance	No	\$100,000
	Subtotal			
2014-2015	Monte Vista Avenue-Holt Bl. to Kingsley St.	Grind and overlay	No	\$300,000
	Various locations throughout City	Miscellaneous Pavement Maintenance	No	\$300,000
	Subtotal			\$600,000
2015-2016	Monte Vista Avenue-Kingsley St. to Orchard St.	Grind and overlay	No	\$300,000
	Various locations throughout City	Miscellaneous Pavement Maintenance	No	\$300,000
	Subtotal			\$600,000
2016-2017	Monte Vista Avenue-Orchard St. to San Bernardino St.	Grind and overlay	No	\$400,000
	Various locations throughout City	Miscellaneous Pavement Maintenance	No	\$300,000
	Subtotal			\$700,000
TOTAL				\$3,275,000

Contact Name:

Michael C. Hudson
City Engineer
909-625-9441

Measure I Local Funds Estimate (5 yr.)

\$2,696,049

Resolution No. 12-2965 adopted August 20, 2012

VALLEY SUBAREA
MEASURE I REVENUE ESTIMATES FOR LOCAL PASS-THROUGH FUNDS 2012-2017

JURISDICTION	FY 11-12 Actual	FY 12-13 Estimate	FY 13-14 Estimate	FY 14-15 Estimate	FY 15-16 Estimate	FY 16-17 Estimate	FY 12-17 Total Estimate	Estimated Growth Rates Over Previous Year
VALLEY REGION								
Chino	1,036,447	1,060,285	1,084,672	1,109,619	1,135,141	1,161,249	5,550,966	FY 12/13 2.30%
Chino Hills	1,008,443	1,031,637	1,055,365	1,079,638	1,104,470	1,129,873	5,400,983	
Colton	722,123	738,732	755,723	773,104	790,886	809,076	3,867,521	FY 13/14 2.30%
Fontana	2,763,322	2,826,878	2,891,897	2,958,410	3,026,454	3,096,062	14,799,701	
Grand Terrace	161,918	165,642	169,452	173,349	177,336	181,415	867,195	FY 14/15 2.30%
Highland	736,681	753,625	770,958	788,690	806,830	825,387	3,945,490	
Loma Linda	323,813	331,261	338,880	346,674	354,647	362,804	1,734,266	FY 15/16 2.30%
Montclair	503,392	514,970	526,814	538,931	551,326	564,007	2,696,049	
Ontario	2,206,475	2,257,224	2,309,140	2,362,250	2,416,582	2,472,163	11,817,360	FY 16/17 2.30%
Rancho Cucamonga	2,235,036	2,286,442	2,339,030	2,392,828	2,447,863	2,504,164	11,970,326	
Redlands	930,476	951,877	973,770	996,167	1,019,079	1,042,517	4,983,410	
Rialto	1,366,477	1,397,906	1,430,058	1,462,949	1,496,597	1,531,019	7,318,529	
San Bernardino	2,924,848	2,992,120	3,060,938	3,131,340	3,203,361	3,277,038	15,664,796	
Upland	1,003,360	1,026,437	1,050,045	1,074,196	1,098,903	1,124,178	5,373,760	
Yucaipa	708,765	725,067	741,743	758,803	776,256	794,110	3,795,978	
County/Valley	1,658,561	1,696,708	1,735,732	1,775,654	1,816,494	1,858,273	8,882,862	
Total Valley Region	\$20,290,137	\$20,756,810	\$21,234,217	\$21,722,604	\$22,222,224	\$22,733,335	108,669,189	

NOTE: Local Pass-Through Funds equal 20% of total Measure I funds collected.

AGENDA REPORT

SUBJECT: CONSIDER CITY COUNCIL, ACTING AS SUCCESSOR TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY BOARD OF DIRECTORS, ADOPTION OF RESOLUTION NO. 12-07 ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY 1, 2013, THROUGH JUNE 30, 2013, AND AUTHORIZING CERTAIN OTHER ACTIONS PURSUANT TO SECTION 34177 OF PART 1.85 OF THE HEALTH AND SAFETY CODE	DATE: August 20, 2012 SECTION: RESOLUTIONS ITEM NO.: 2 FILE I.D.: RDA050 DEPT.: SUCCESSOR RDA
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REASON FOR CONSIDERATION: AB 1484 was adopted by the State Legislature and signed by the Governor on June 29, 2012. This legislation is considered a cleanup bill to the Redevelopment Dissolution Bill legislation, AB1X 26. AB 1484 advanced the time for submittal of the next Recognized Obligation Payment Schedule (ROPS) from October 1, 2012 to September 1, 2012. The next ROPS includes the period from January 1, 2013, through June 30, 2013.

The City Council, acting as the successor to the City of Montclair Redevelopment Agency, is requested to adopt proposed Resolution No. 12-07 adopting the ROPS for the period from January through June 2013. A copy of the ROPS is included in the agenda packets.

BACKGROUND: ABX1 26 added Parts 1.8 and 1.85 to Division 24 of the Health and Safety Code that caused the dissolution of all California redevelopment agencies. The California Supreme Court's decision in *California Redevelopment Association, et al., v. Matosantos* upheld ABX1 26. On January 12, 2012, the City Council elected to become the "Successor Agency" to the City of Montclair Redevelopment Agency. On February 1, 2012, the Agency was dissolved and the City began to serve as the Successor Agency. As a successor agency, the City is required to administer the enforceable obligations of the Agency and unwind the Agency's affairs, all subject to review and approval by the Oversight Board. Prior to its dissolution and pursuant to Part 1.8, the Agency adopted an original and an amended enforceable obligation payment schedule ("EOPS") and an initial recognized payment schedule ("IROPS") for transmittal to the City (serving as Successor Agency), to the County Auditor-Controller, to the Department of Finance, and to the State Controller's Office.

On February 21, 2012, the City Council, acting as successor agency to the redevelopment agency, adopted the initial Recognized Obligation Payment Schedule. The ROPS sets forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period. The first ROPS concerned the period from January 1, 2012, through June 30, 2012. The second ROPS setting forth the obligations of the former Redevelopment Agency for the period from July 1, 2012, through December 31, 2012, was approved by the Successor Agency Board of Directors on May 7, 2012.

Prepared by: M. STAATS
Proofed by: James Smith

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

As indicated, AB 1484 moved the time for submittal of the third ROPS from October 1, 2102, to September 1, 2012. At this time, the Successor Agency is requested to consider approval of the ROPS for the period from January 1, 2013, through June 30, 2013, because the date established for the submittal of the document is September 1, 2012. Adoption of proposed Resolution No. 12-07 by the City Council would approve the ROPS for the first half of 2013 subject to approval by the Oversight Board. The Successor Agency is requested to approve proposed Resolution No. 12-07 with the understanding that the City Manager may make minor changes to the ROPS document prior to its submittal to the Oversight Board.

FISCAL IMPACT: The purpose of the ROPS is to identify payments that must be made to satisfy former Redevelopment Agency obligations from January 1, 2013, through June 30, 2013. The City of Montclair became the successor agency to assure payments would be made to satisfy former Redevelopment Agency obligations. The action to adopt proposed Resolution No. 12-07 is a part of the process to allow the Successor Agency to receive property tax proceeds (once tax increment) to finance obligations associated with the former Redevelopment Agency.

RECOMMENDATION: Staff recommends the City Council, acting as successor agency to the City of Montclair Redevelopment Agency Board of Directors, adopt Resolution No. 12-07 adopting a Recognized Payment Obligation Schedule for January 31, 2013, through June 30, 2013, and authorize certain other actions pursuant to Section 34177 of Part 1.85 of the Health and Safety Code.

RESOLUTION NO. 12-07

A RESOLUTION OF THE CITY OF MONTCLAIR, ACTING AS SUCCESSOR TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY, ADOPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY 1, 2013, THROUGH JUNE 30, 2013, AND AUTHORIZING CERTAIN OTHER ACTIONS PURSUANT TO SECTION 34177 OF PART 1.85 OF THE HEALTH AND SAFETY CODE

WHEREAS, the Montclair Redevelopment Agency ("Agency") was a community redevelopment agency organized and existing under the California Community Redevelopment Law, Health and Safety Code Sections 33000, *et seq.* ("CRL") and has been authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of Montclair ("City"); and

WHEREAS, the Agency was engaged in activities necessary and appropriate to carry out the Redevelopment Plans for (i) Redevelopment Project Area No. I adopted by Ordinance No. 78-461 on June 5, 1978, as amended; (ii) Redevelopment Project Area No. II adopted by Ordinance No. 79-479 on June 5, 1979, as amended; (iii) Redevelopment Project Area No. III adopted by Ordinance No. 83-569 on July 5, 1983, as amended; (iv) Redevelopment Project Area No. IV adopted by Ordinance No. 82-538 on July 6, 1982, as amended; (v) Redevelopment Project Area No. V adopted by Ordinance No. 86-623 on June 2, 1986, as amended; and (vi) the Mission Boulevard Joint Redevelopment Project Area adopted by City Ordinance No. 03-836 on July 7, 2003, and adopted by County of San Bernardino Ordinance No. 3895 on July 8, 2003 (collectively, the "Redevelopment Plans"); and

WHEREAS, since adoption of the Redevelopment Plans, the Agency undertook redevelopment projects in the Project Areas to eliminate blight, to improve public facilities and infrastructure, to renovate and construct affordable housing, and to generate employment opportunities within the community; and

WHEREAS, Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code were added to the CRL by ABX1 26, which laws caused 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 ("Supreme Court Decision"); and

WHEREAS, the Agency is now a dissolved community redevelopment agency pursuant to the Dissolution Act; and

WHEREAS, 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; and

WHEREAS, as of and after February 1, 2012, and as the "Successor Agency," the City will perform 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; and

WHEREAS, under Part 1.8 of the Dissolution Act, the Agency, prior to its dissolution, adopted an original and an amended enforceable obligation payment schedules ("EOPS") and authorized the City Manager or authorized designee to augment or modify the EOPS and transmitted the EOPS to the City (to be serving as Successor Agency) and to the County Auditor–Controller, the Department of Finance, and the State Controller's Office; and

WHEREAS, under Part 1.8 of the Dissolution Act, the Agency, prior to its dissolution, adopted an initial recognized payment schedule ("IROPS") and authorized the City Manager or authorized designee to augment or modify the IROPS and transmitted such IROPS to the City (to be serving as Successor Agency) and to the County Auditor–Controller, the Department of Finance and the State Controller's Office the City, serving as Successor Agency; and

WHEREAS, pursuant Part 1.85 of the Dissolution Act, Section 34171(g), a "Recognized Obligation Payment Schedule" means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period as provided in subdivision (m) of Section 34177; and

WHEREAS, pursuant to the dates in the Dissolution Act, Section 34177(k), as reformed by the Supreme Court Decision, every successor agency was required to consider and adopt a Recognized Obligation Payment Schedule (ROPS) by March 1, 2012; and

WHEREAS, the City as Successor Agency prepared its second ROPS for the period from July 1, 2012, through December 31, 2012, which was approved by the Successor Agency on May 7, 2012, for submittal to the State on May 15, 2012; and

WHEREAS, the State Legislature adopted AB 1484 which was signed by the Governor on June 29, 2012, and the State changed the date of submittal of the third ROPS from October 1, 2012, to September 1, 2012; and

WHEREAS, the City as Successor Agency has prepared its third ROPS, appended as Attachment No. 1 to this Resolution and incorporated herein by this reference; and

WHEREAS, by this Resolution, the City Council, serving as and on behalf of the Successor Agency, approves the ROPS and authorizes the transmittal of the ROPS to the Oversight Board; and

WHEREAS, pursuant to Section 34177 a copy of the ROPS also is submitted to the County Auditor–Controller for review and certification, as to its accuracy, by an external auditor designated pursuant to Section 34182; and

WHEREAS, pursuant to Section 34177 a copy of the ROPS also is submitted to the State Controller's Office and the Department of Finance and shall be posted on the Successor Agency's Internet Web site.

NOW, THEREFORE, BE IT RESOLVED that the City Council, acting as Successor to the Board of Directors of the City of Montclair Redevelopment Agency, does hereby find and determine as follows:

Section 1. The foregoing Recitals are incorporated into this Resolution by this reference and constitute a material part of this Resolution.

Section 2. The ROPS for the period from January 1, 2013, through June 30, 2013, is approved together with such augmentation, modification, additions, or revisions as the City Manager or authorized designees may make thereto.

Section 3. The City Manager or his authorized designees on behalf of the Successor Agency shall cause the ROPS to be transmitted to the Oversight Board and to be transmitted to the County Auditor-Controller, the State Controller's Office, and the Department of Finance; further, the City Manager or his authorized designees on behalf of the Successor Agency shall cause the ROPS to be posted on the City's website.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The Deputy City Clerk acting as Successor to the Agency Secretary shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this XX day of XX, 2012.

Mayor, Acting as Successor
to the Chairman of the City of Montclair
Redevelopment Agency

ATTEST:

Deputy City Clerk, Acting as Successor
to the Secretary of the City of Montclair
Redevelopment Agency

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, acting as Successor to the Secretary of the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 12-07 was duly adopted by the City Council acting as Successor to the Redevelopment Agency 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, Deputy City Clerk, Acting as Successor to
the Secretary of the City of Montclair Redevelopment Agency

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
AUGUST 6, 2012, AT 8:15 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:15 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 July 16, 2012.

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

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

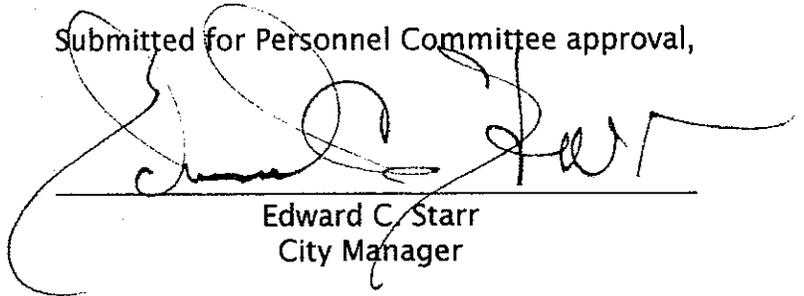
At 8:16 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:47 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:47 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

July 31, 2012

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SCHEDULE 3:

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH

CASH AND INVESTMENTS BY ACCOUNT

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

July 31, 2012

COMPLIANCE STATEMENT

As of July 31, 2012, the City had \$4,549,339 invested in long-term securities. This amount is 13.74 percent and is within the 50 percent limitation established in the 2012 investment policy.

As of July 31, 2012, the City had 86.26 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 July, 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 AUGUST 2012

During August 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 January 31, 2013.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF July 31, 2012

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$257,972.02	\$2,951,338.39	\$3,650,076.88	(\$760,859.78)	(\$1,201,626.25)
Gas Tax Fund	\$2,232,029.20	\$146,178.20	\$107,779.90	\$902.04	\$2,271,330.35
Measure I Fund	\$924,834.62	\$44,461.98	\$25,168.90	(\$146,701.46)	\$797,426.24
Traffic Safety Fund	\$80,494.48	\$5,384.97	\$0.00	\$20.16	\$85,899.61
Park Development Fund	\$378,196.93	\$17,427.86	\$12,709.02	\$153.74	\$383,069.51
C.D.B.G. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Air Quality Improvement Trust Fund	\$90,990.48	\$1,598.44	\$1,598.44	\$35.42	\$91,025.90
Older American Fund	(\$17,492.42)	\$14,355.44	\$10,590.14	\$0.00	(\$13,727.12)
Forfeiture Fund - State	\$4,282.91	\$0.00	\$0.00	\$1.64	\$4,284.55
OCJP Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SB 509 Public Safety Fund	(\$213,701.38)	\$29,236.35	\$12,552.58	\$0.00	(\$197,017.61)
Forfeiture Fund - Federal	\$18,676.40	\$2,991.58	\$0.00	\$5.09	\$21,673.07
Section 11489 Subfund	\$20,448.04	\$0.00	\$0.00	\$8.11	\$20,456.15
Federal Forfeiture Fund - Treasury	\$230.88	\$0.00	\$0.00	\$0.09	\$230.97
School Districts Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
State Supplemental Law Enforcement Fund	\$62,128.21	\$0.00	\$12,198.34	\$30.21	\$49,960.08
Local Law Enforcement Block Grant	\$114,576.23	\$620.00	\$620.00	\$45.67	\$114,621.90
Crime Prevention Fund	\$11,343.07	\$34.66	\$0.00	\$4.48	\$11,382.21
Recycling Grant	\$22,743.42	\$880.00	\$880.00	\$6.50	\$22,749.92
After School Program Fund	(\$45,788.97)	\$17,251.97	\$97,769.18	(\$28,018.36)	(\$154,324.54)
California Nutrition Network Grant Fund	(\$35,132.30)	\$1,275.00	\$5,691.52	\$0.00	(\$39,548.82)
Human Services Special Revenue Grant	(\$16,006.68)	\$20,920.51	\$10,143.33	\$0.00	(\$5,229.50)
Fire Department Grant Fund	\$1.81	\$0.00	\$0.00	\$0.00	\$1.81
Human Services Grant Fund	\$0.00	\$0.00	\$0.00	\$28,018.36	\$28,018.36
Office of Traffic Safety Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paramedic Fund	(\$67,514.46)	\$14,686.83	\$17,941.26	\$0.00	(\$70,768.89)
Ramona Ave. Grade Separation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Monte Vista Ave. Grade Separation	\$15,818.00	\$824.39	\$824.39	\$0.00	\$15,818.00
Police Facility Capital Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	\$14,154,995.60	\$0.00	\$0.00	\$5,648.51	\$14,160,644.11
2005 lease Revenue Bond Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Maintenance Fund	\$895,775.62	\$377,154.49	\$195,294.00	\$332.95	\$1,077,969.06
Sewer Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sewer Capital Asset	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C.B.M.W.D. Agency	\$2,740,658.55	\$3,923.27	\$0.00	\$0.00	\$2,744,581.82
Sewer Expansion Fee	\$0.00	\$392.41	\$0.00	\$1,075.43	\$1,467.84
Developer Impact Fees - Local	\$464,819.90	\$0.00	\$0.00	\$183.11	\$465,003.01
Developer Impact Fees - Region	\$1,048,629.34	\$0.00	\$0.00	\$413.11	\$1,049,042.45
Burrtec Pavement Impact Fee	\$13,943.61	\$10,471.91	\$0.00	\$5.54	\$24,421.06
Housing Trust Fund	\$0.00	\$0.00	\$0.00	\$596,900.00	\$596,900.00
Equipment Replacement Fund	\$1,399,529.67	\$0.00	\$9.00	\$0.00	\$1,399,520.67
Infrastructure Fund	(\$293,959.43)	\$66,004.37	\$320,397.12	\$313,259.02	(\$235,093.16)
Employee Benefits Self-Ins. Fund	(\$53,902.25)	\$155,898.06	\$222,971.16	\$0.00	(\$120,975.35)
General Liab. Self-Insurance Fund	\$234,808.69	\$0.00	\$1,013.44	\$0.00	\$233,795.25
Contingency Fund	\$4,950,691.00	\$515,625.00	\$500,128.00	(\$11,279.04)	\$4,954,908.96
Refuse Fee Impound Fund	\$193,542.98	\$0.00	\$0.00	\$0.00	\$193,542.98
Youth Sponsorship Fund	\$86,291.24	\$0.00	\$0.00	\$0.00	\$86,291.24
City Facility Improvement Fund	\$190.54	\$0.00	\$0.00	(\$190.54)	\$0.00
GF Reserve	\$4,250,915.00	\$0.00	\$0.00	\$0.00	\$4,250,915.00
TOTALS	\$33,926,060.55	\$4,398,936.08	\$5,206,355.79	\$0.00	\$33,118,640.84

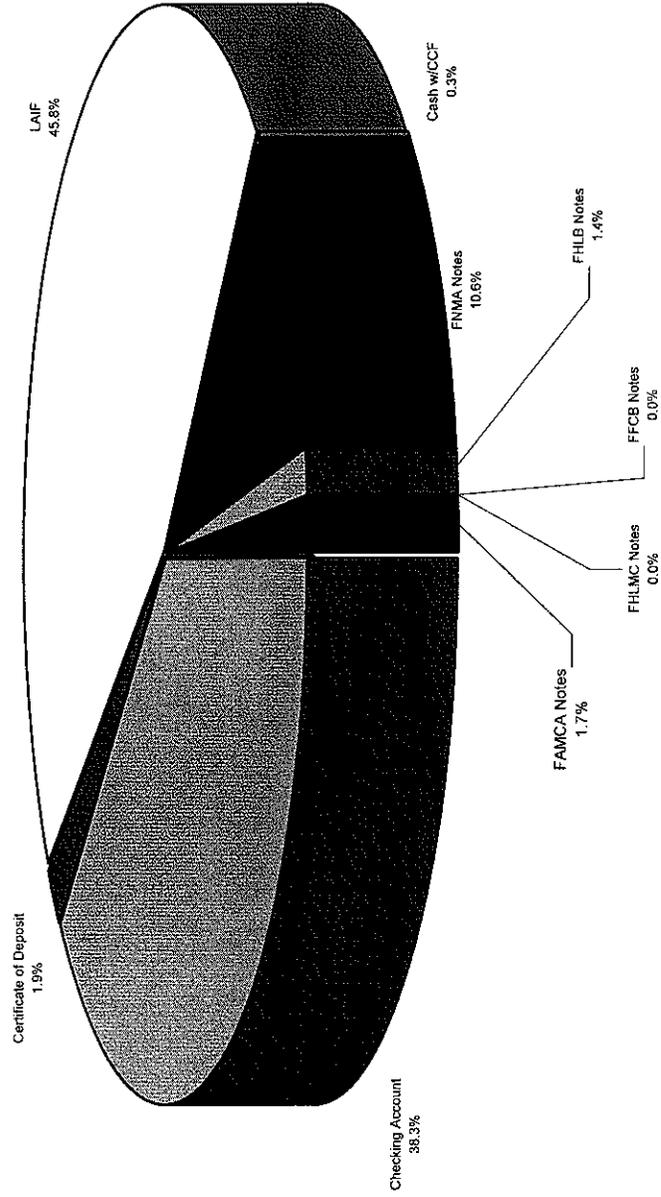
**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF July 31, 2012**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Wells Fargo Bank				0.500%		\$ 12,682,684.44	
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%	15,172,326.30	15,172,326.30	
Cash w/California Community Foundation				Unknown	86,291.24	86,291.24	
					<u>\$ 15,886,617.54</u>	<u>\$ 15,886,617.54</u>	
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%	558,155.75	549,338.86	
FNMA	1,000,000	07/19/11	07/19/16	2.125%	1,015,880.00	1,000,000.00	
FHLB	500,000	08/10/11	08/10/16	1.000%	500,085.00	500,000.00	
FNMA	1,000,000	08/24/11	08/24/16	1.375%	1,000,690.00	1,000,000.00	
FNMA	1,000,000	09/14/11	09/14/16	1.050%	1,001,050.00	1,000,000.00	
FNMA	500,000	09/28/11	09/28/16	1.000%	500,655.00	500,000.00	
					<u>\$ 4,576,515.75</u>	<u>\$ 4,549,338.86</u>	
TOTAL						<u>\$ 33,118,640.84</u>	

Current market values obtained from First Tennessee Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY ACCOUNT
July 31, 2012

Total Cash & Investments \$33,118,640



**CITY OF MONTCLAIR
TREASURER'S REPORT
CHANGES IN SECURITY VALUES
AS OF July 31, 2012**

	Purchase Date	Maturity Date	Coupon Interest Rate	Beginning	Ending	Change
1 GENERAL FUND:						
31315PQN2	04/14/11	02/03/14	1.340%	0.00	0.00	0.00
				549,338.86	549,338.86	0.00
				<u>549,338.86</u>	<u>549,338.86</u>	<u>0.00</u>
				Total by Fund:		
102 GAS TAX FUND:						
3136FRS87	08/25/11	08/25/16	1.375%	1,000,000.00	1,000,000.00	0.00
				<u>1,000,000.00</u>	<u>1,000,000.00</u>	<u>0.00</u>
				Total by Fund:		
501 SEWER MAINTENANCE FUND:						
				0.00	0.00	0.00
				0.00	0.00	0.00
				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
				Total by Fund:		
750 EQUIPMENT REPLACEMENT FUND:						
3136FRT37	09/14/11	09/14/16	1.050%	1,000,000.00	1,000,000.00	0.00
				<u>1,000,000.00</u>	<u>1,000,000.00</u>	<u>0.00</u>
				Total by Fund:		
751 INFRASTRUCTURE FUND						
				0.00	0.00	0.00
				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
				Total by Fund:		
755 CONTINGENCY FUND:						
3136FRA37	07/19/11	07/19/16	2.125%	1,000,000.00	1,000,000.00	0.00
3136FRE58	07/27/11	07/27/16	2.000%	500,000.00	0.00	(500,000.00)
313374U73	08/10/11	08/10/16	1.000%	500,000.00	500,000.00	0.00
3136FR6H1	09/28/11	09/28/16	1.000%	500,000.00	500,000.00	0.00
				<u>2,500,000.00</u>	<u>2,000,000.00</u>	<u>(500,000.00)</u>
				Total by Fund:		
759 CITY FACILITY IMPROVEMENT FUND:						
				0.00	0.00	0.00
				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
				Total by Fund:		
				5,049,338.86	4,549,338.86	(500,000.00)
				<u>5,049,338.86</u>	<u>4,549,338.86</u>	<u>(500,000.00)</u>
				GRAND TOTAL		

General Ledger
CITY OF MONTCLAIR



User: jkulbeck
Printed: 08/14/12 16:13:39
Period 01 - 01
Fiscal Year 2013 - 2013

Fund	G/L	Description	2013		2013		2013		2013
			Budget	Beg Bal	Debits	Credits	End Bal		
1001		General Fund							
1001	151	FAMCA (Farmer Mac) Investment	0.00	550,000.00	0.00	0.00	0.00	550,000.00	
1001	153	Discount on FAMCA - Farmer Mac	0.00	-661.14	0.00	0.00	0.00	-661.14	
1001		General Fund	0.00	549,338.86	0.00	0.00	0.00	549,338.86	
1102		Gas Tax Fund							
1102	151	FNMA (Fannie Mae)	0.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	
1102		Gas Tax Fund	0.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	
1750		Equipment Replacement Fund							
1750	151	FNMA (Fannie Mae)	0.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	
1750		Equipment Replacement Fund	0.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	
1755		Contingency Fund							
1755	151	FNMA (Fannie Mae)	0.00	2,000,000.00	0.00	500,000.00	500,000.00	1,500,000.00	
1755	151	FHLB Note	0.00	500,000.00	0.00	0.00	0.00	500,000.00	
1755		Contingency Fund	0.00	2,500,000.00	0.00	500,000.00	500,000.00	2,000,000.00	
Asset Total			0.00	5,049,338.86	0.00	500,000.00	500,000.00	4,549,338.86	
Liability Total			0.00	0.00	0.00	0.00	0.00	0.00	
Fund Bal and Ret Earnings Total			0.00	0.00	0.00	0.00	0.00	0.00	

Bill Lockyer, State Treasurer

Inside the State Treasurer's Office

Local Agency Investment Fund (LAIF)



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
7/26/2012	0.37	0.36	270
7/27/2012	0.37	0.36	265
7/28/2012	0.37	0.36	265
7/29/2012	0.37	0.36	265
7/30/2012	0.38	0.36	259
7/31/2012	0.37	0.36	243
8/1/2012	0.38	0.36	245
8/2/2012	0.38	0.36	245
8/3/2012	0.38	0.37	243
8/4/2012	0.38	0.37	243
8/5/2012	0.38	0.37	243
8/6/2012	0.38	0.37	244
8/7/2012	0.38	0.37	244
8/8/2012	0.38	0.37	244

*Daily yield does not reflect capital gains or losses

LAIF Performance Report

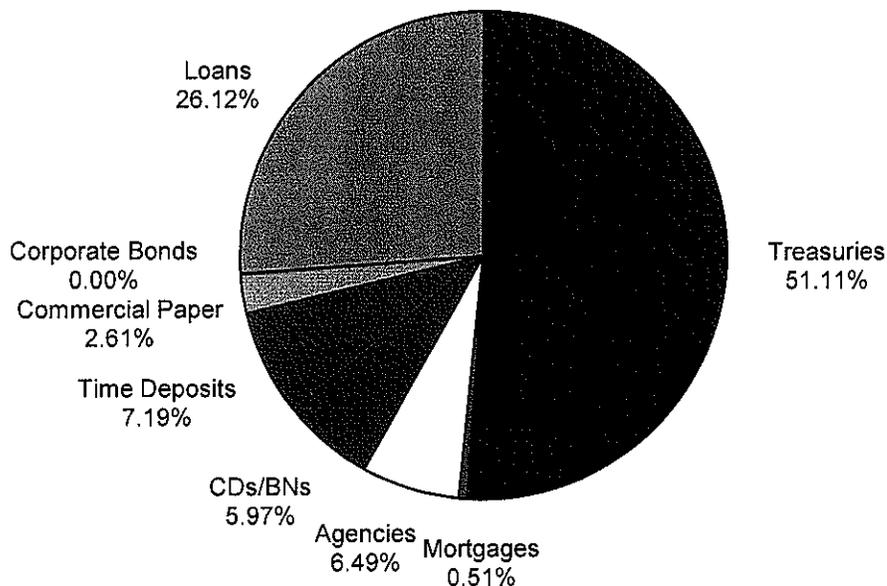
Quarter ending 06/30/2012

Apportionment Rate: 0.36%
 Earnings Ratio: .00000976192855700
 Fair Value Factor: 1.001219643
 Daily: 0.36%
 Quarter To Date: 0.36%
 Average Life: 268

PMIA Average Monthly Effective Yields

JULY 2012 0.363%
 JUNE 2012 0.358%
 MAY 2012 0.363%

Pooled Money Investment Account
 Portfolio Composition
 \$61.6 Billion
 07/31/12



City of Montclair - 49878
 Detailed Bond Listing
 July 31, 2012
 As of 7/31/2012
 Curr. of 8/13/2012



CUSIP	Type	Description	Par Value	Coupon	Maturity	Call Date	Call Price	Bk Yld Worst	Book Price	Book Value	Price Date	Mkt BEY	Mkt Price	Market Value	Profit/Loss	Book	Avg. Life	Mod Dur
3136FCA9	Agency	Fed Natl Mig Assn	500,000	1.000	09/20/2013	09/20/2012	100.00	1.08	99.906	499,531	07/31/2012	0.77	100.032	500,160	629	0.14	0.14	
31315FQ2	Agency	Farmer Mac	550,000	1.340	02/03/2014			1.43	99.870	549,285	07/31/2012	0.27	101.605	558,828	9,543	1.51	1.49	
3134G3G9	Agency	Fed Home Ln Mig Cor	1,000,000	0.850	01/09/2015	01/09/2013	100.00	0.85	100.000	1,000,000	07/31/2012	0.41	100.193	1,001,930	1,930	0.44	0.44	
3134G3G9	Agency	Fed Home Ln Mig Cor	1,000,000	0.850	01/09/2015	01/09/2013	100.00	0.85	100.000	1,000,000	07/31/2012	0.41	100.193	1,001,930	1,930	0.44	0.44	
3136FRA37	Agency	Fed Natl Mig Assn	1,000,000	2.125	07/19/2016	07/19/2013	100.00	2.12	100.000	1,000,000	07/31/2012	0.48	101.588	1,015,880	15,880	0.97	0.96	
313374U73	Agency	Fed Home Ln BK Step	500,000	1.000	08/10/2016	08/10/2012	100.00	1.00	100.000	500,000	07/31/2012	0.39	100.017	503,085	85	0.03	0.03	
3136FRS87	Agency	Fed Natl Mig Assn	1,000,000	1.375	08/24/2016	08/24/2012	100.00	1.37	100.000	1,000,000	07/31/2012	0.34	100.069	1,003,690	680	0.07	0.07	
3136FRT37	Agency	Fed Natl Mig Assn S	1,000,000	1.050	09/14/2016	09/14/2012	100.00	1.05	100.000	1,000,000	07/31/2012	0.19	100.105	1,001,050	1,050	0.12	0.12	
3136FR6H1	Agency	Fed Natl Mig Assn S	500,000	1.000	09/28/2016	09/28/2012	100.00	1.00	100.000	500,000	07/31/2012	0.19	100.131	508,655	655	0.16	0.16	
	Agency		7,050,000	1.204	10/11/2015	12/02/2012	100.00	1.22	99.983	7,048,816		0.38	100.443	7,081,208	32,392	0.43	0.43	

GRAND TOTAL (\$)

7,050,000 1,204 10/11/2015 12/02/2012 100.00 1.22 99.983 7,048,816 0.38 100.443 7,081,208 32,392 0.43 0.43

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
TREASURER'S REPORT
FOR THE MONTH ENDING
July 31, 2012**

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS BY FUND

SCHEDULE 2 - STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT

CASH AND INVESTMENTS BY ACCOUNT GRAPH

Schedule 1

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY FUND
July 31, 2012**

PROJECT AREA NO. I

Low Income	\$	151,613.56	
Tax Increment		91,121.28	
Operating		<u>(27,084.48)</u>	\$ 215,650.36

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	\$	3,911,014.94	
Tax Increment		(567,986.97)	
Operating		<u>496,626.28</u>	\$ 3,839,654.25

PROJECT AREA NO. IV

Low Income	\$	744,086.49	
Tax Increment		1,344,855.64	
Operating		<u>106,234.64</u>	\$ 2,195,176.77

PROJECT AREA NO. V

Low Income	\$	2,822,690.24	
Tax Increment		4,372,951.75	
Operating		<u>890,244.89</u>	\$ 8,085,886.88

MISSION BLVD JOINT PROJECT

Low-Moderate Housing	\$	502,087.49	
Tax Increment		436,896.49	
Operating		31,442.10	\$ 970,426.08

ROPS

		0.00	
ROPS Area I		38,078.45	
ROPS Area II		0.00	
ROPS Area III		421,492.28	
ROPS Area IV		548,216.18	
ROPS Area V		1,225,312.14	
ROPS Area VI		<u>220,949.93</u>	<u>2,454,048.98</u>

TOTAL CASH & INVESTMENTS BY FUND

\$ 17,756,921.99

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT
July 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%	\$ 15,256,586.95	\$ 15,256,586.95
Cash and Investments				
LAIF		0.37%	763.13	763.13
FNMA Note (Fund 2540)	09/20/13	1.000%	499,731.77	499,571.91
FHLMC Note (Fund 2350)	01/09/15	0.850%	1,001,930.00	1,000,000.00
FHLMC Note (Fund 2540)	01/09/15	0.850%	1,001,930.00	1,000,000.00
TOTAL CASH & INVESTMENTS BY ACCOUNT			\$ <u>17,760,941.85</u>	\$ <u>17,756,921.99</u>
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 January 31, 2013.

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

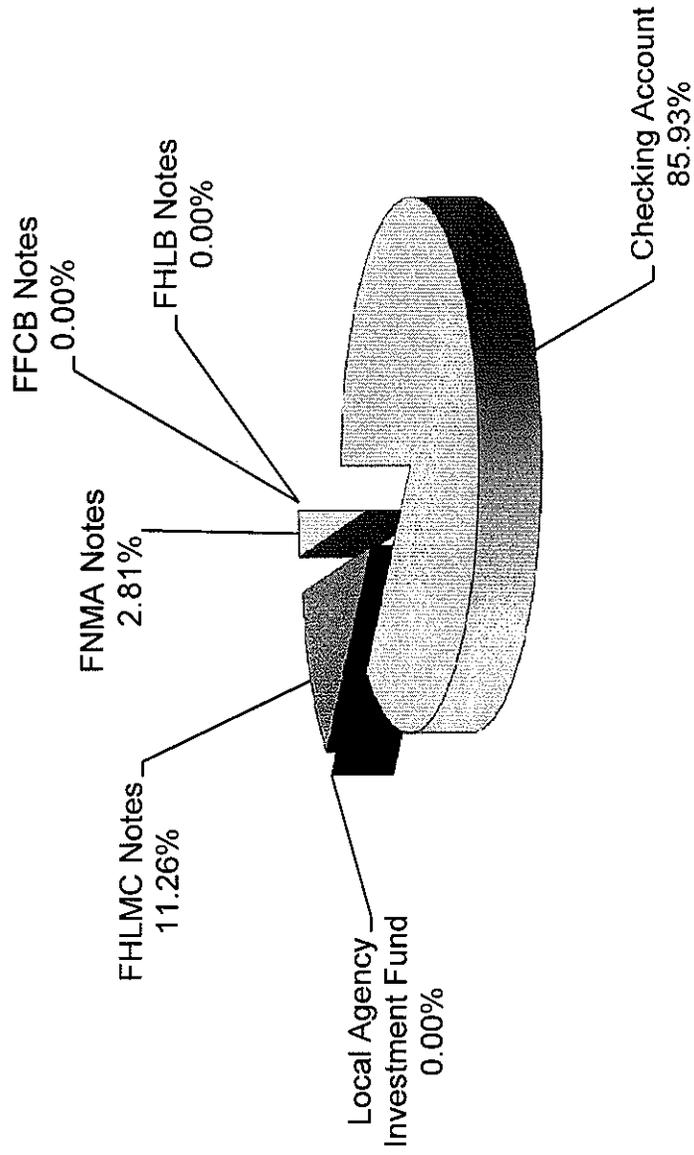


Michael Piotrowski
Senior Accountant

**CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY
CASH AND INVESTMENTS BY ACCOUNT GRAPH**

July 31, 2012

Total Cash & Investments - \$17,756,922



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
WARRANT REGISTER
FOR THE MONTH ENDING
July 31, 2012**

City of Montclair
 Final Warrant Register
 Council Date 8/20/12
 Regular Warrants
 Checking Account: Successor to the RDA

	Warrants	Wire Transfers ****	Voided Checks	Electronic AP	Area Totals
Project Area I	6,884.78	0.00	0.00	0.00	6,884.78
Project Area II	0.00	0.00	0.00	0.00	0.00
Project Area III	1,942,484.08	0.00	0.00	0.00	1,942,484.08
Project Area IV	105,637.63	0.00	0.00	0.00	105,637.63
Project Area V	178,112.88	0.00	0.00	0.00	178,112.88
Project Area VI - Mission Blvd	63,350.46	0.00	0.00	0.00	63,350.46
	<u>2,296,469.83</u>	0.00	0.00	0.00	
July 2012 Total					<u>2,296,469.83</u>

Vice Chairperson Raft

CITY OF MONTCLAIR
 FINAL WARRANT REGISTER
 COUNCIL DATE: 8/20/12
 REGULAR WARRANTS
 CHECKING ACCOUNT: SKED

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2120	Project Area I Operating Fund	78.23
2140	Project Area I Tax Increment F	1,406.55
2150	Project Area I Low-Mod Housing	5,400.00
2320	Project Area III Operating Fun	6,828.05
2340	Project Area III Tax Increment	1,935,595.08
2350	Project Area III Low-Mod Housi	60.95
2420	Project Area IV Operating Fund	651.85
2440	Project Area IV Tax Increment	104,967.84
2450	Project Area IV Low-Mod Housin	17.94
2520	Project Area V Operating Fund	7,561.43
2540	Project Area V Tax Increment F	170,551.45
2620	Mission Blvd Operating Fund	5,334.50
2640	Mission Blvd Tax Increment Fun	58,015.96
Report Total:		2,296,469.83

Accounts Payable Voucher Register By Vendor Number

User: mpiotrowski
Printed: 08/13/2012 - 1:45 PM



Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007407	Bank005	2520-4319-53230-400	Proj V 2006A and 2006B Tax Alloc Bond	252-1638715	07/02/2012		07/10/2012	3,360.20	7407
	The Bank of New York Mellon								
007407	Bank005	2520-4319-53230-400	Proj V 2001 Tax Alloc Refunding Bonds	252-1638716	07/02/2012		07/10/2012	3,148.20	7407
	The Bank of New York Mellon								
	Voucher: 007407								
007408	Chaf007	2640-0000-20590-208	FY 2011-12 AB1290 RG01 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	1,657.93	7408
007408	Chaffey College Foundation	2640-0000-20590-208	FY 2011-12 AB1290 RG02 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	2,333.08	7408
007408	Chaffey College Foundation	2140-0000-20590-208	FY 2011-12 SB211 Project Area 1	Proj Area 1	07/10/2012		07/10/2012	92.44	7408
007408	Chaffey College Foundation	2340-0000-20460-208	FY 2011-12 Project Area 3 Negotiated	Proj Area 3	07/10/2012		07/10/2012	49,017.26	7408
007408	Chaffey College Foundation	2440-0000-20590-208	FY 2011-12 SB211 Project Area 4	Proj Area 4	07/10/2012		07/10/2012	3,804.49	7408
007408	Chaffey College Foundation	2540-0000-20590-208	FY 2011-12 SB211 Project Area 5	Proj Area 5	07/10/2012		07/10/2012	4,831.46	7408
	Voucher: 007408								
007409	Chaf010	2640-0000-20590-208	FY 2011-12 AB1290 RG01 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	6,045.10	7409
007409	Chaffey Jt Union HS District	2640-0000-20590-208	FY 2011-12 AB1290 RG02 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	8,463.47	7409
007409	Chaffey Jt Union HS District	2140-0000-20590-208	FY 2011-12 SB211 Project Area 1	Proj Area 1	07/10/2012		07/10/2012	337.16	7409

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007409	Chaf010	2340-0000-20490-208	FY 2011-12 Project Area 3 Negotiated	Proj Area 3	07/10/2012		07/10/2012	177,145.49	7409
	Chaffey Jt Union HS District								
007409	Chaf010	2440-0000-20590-208	FY 2011-12 SB211 Project Area 4	Proj Area 4	07/10/2012		07/10/2012	13,877.21	7409
	Chaffey Jt Union HS District								
007409	Chaf010	2540-0000-20590-208	FY 2011-12 SB211 Project Area 5	Proj Area 5	07/10/2012		07/10/2012	17,624.58	7409
	Chaffey Jt Union HS District								
	Voucher: 007409 223,493.01								
007410	Chin003	2640-0000-20590-208	FY 2011-12 AB1290 RG01 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	214.81	7410
	Chino Basin Water Conservation								
007410	Chin003	2640-0000-20590-208	FY 2011-12 AB1290 RG02 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	483.60	7410
	Chino Basin Water Conservation								
007410	Chin003	2140-0000-20590-208	FY 2011-12 SB211 Project Area 1	Proj Area 1	07/10/2012		07/10/2012	23.25	7410
	Chino Basin Water Conservation								
007410	Chin003	2340-0000-20590-208	FY 2011-12 SB211 Project Area 3	Proj Area 3	07/10/2012		07/10/2012	1,939.78	7410
	Chino Basin Water Conservation								
007410	Chin003	2440-0000-20590-208	FY 2011-12 SB211 Project Area 4	Proj Area 4	07/10/2012		07/10/2012	1,111.19	7410
	Chino Basin Water Conservation								
007410	Chin003	2540-0000-20590-208	FY 2011-12 SB211 Project Area 5	Proj Area 5	07/10/2012		07/10/2012	453.44	7410
	Chino Basin Water Conservation								
	Voucher: 007410 4,226.07								
007411	Firs014	2350-0000-37010-300	Safekeeping Fees 3/26/12-6/25/12	5038900	06/25/2012		07/10/2012	43.00	7411
	First Tennessee Bank								
007411	Firs014	2540-0000-37010-300	Safekeeping Fees 3/26/12-6/25/12	5038900	06/25/2012		07/10/2012	43.00	7411
	First Tennessee Bank								
	Voucher: 007411 86.00								
007412	Inla028	2640-0000-20590-208	FY 2011-12 AB1290 RG01 Mission BI ImpC	Mission BI ImpC	07/10/2012		07/10/2012	1,128.43	7412
	Inland Empire Utilities Agency								
007412	Inla028	2640-0000-20590-208	FY 2011-12 AB1290 RG02 Mission BI ImpC	Mission BI ImpC	07/10/2012		07/10/2012	1,587.92	7412
	Inland Empire Utilities Agency								
007412	Inla028	2640-0000-20590-208	FY 2011-12 AB1290 RG01 Mission BI Orig	Mission BI Orig	07/10/2012		07/10/2012	651.17	7412
	Inland Empire Utilities Agency								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007412	Inla028	2640-0000-20590-208	FY 2011-12 AB1290 RG02 Mission Bl Orig	Mission Bl Orig	07/10/2012		07/10/2012	917.11	7412
007412	Inland Empire Utilities Agency	2140-0000-20590-208	FY 2011-12 SB211 Project Area 1 ImpC	Prj Area 1 ImpC	07/10/2012		07/10/2012	62.90	7412
007412	Inland Empire Utilities Agency	2140-0000-20590-208	FY 2011-12 SB211 Project Area 1 Original	Prj Area 1 Orig	07/10/2012		07/10/2012	36.30	7412
007412	Inland Empire Utilities Agency	2340-0000-20410-208	FY 2011-12 Proj Area 3 Negotiated ImpC	Prj Area 3 ImpC	07/10/2012		07/10/2012	82,895.13	7412
007412	Inland Empire Utilities Agency	2340-0000-20410-208	FY 2011-12 Proj Area 3 Negotiated Orig	Prj Area 3 Orig	07/10/2012		07/10/2012	47,853.81	7412
007412	Inland Empire Utilities Agency	2440-0000-20410-208	FY 2011-12 Proj Area 4 Negotiated ImpC	Prj Area 4 ImpC	07/10/2012		07/10/2012	32,321.37	7412
007412	Inland Empire Utilities Agency	2440-0000-20410-208	FY 2011-12 Proj Area 4 Negotiated Orig	Prj Area 4 Orig	07/10/2012		07/10/2012	18,652.68	7412
007412	Inland Empire Utilities Agency	2540-0000-20410-208	FY 2011-12 Proj Area 5 Negotiated ImpC	Prj Area 5 ImpC	07/10/2012		07/10/2012	65,285.92	7412
007412	Inland Empire Utilities Agency	2540-0000-20410-208	FY 2011-12 Proj Area 5 Negotiated Orig	Prj Area 5 Orig	07/10/2012		07/10/2012	37,674.66	7412
									Voucher: 007412
007413	Inla060	2640-0000-20590-208	FY 2011-12 AB211 RG01 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	36.41	7413
007413	Inland Empire Resource Conserv	2640-0000-20590-208	FY 2011-12 AB211 RG02 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	82.89	7413
007413	Inland Empire Resource Conserv	2140-0000-20590-208	FY 2011-12 SB211 Project Area 1	Proj Area 1	07/10/2012		07/10/2012	3.94	7413
007413	Inland Empire Resource Conserv	2340-0000-20590-208	FY 2011-12 SB211 Project Area 3	Proj Area 3	07/10/2012		07/10/2012	327.82	7413
007413	Inland Empire Resource Conserv	2440-0000-20590-208	FY 2011-12 SB211 Project Area 4	Proj Area 4	07/10/2012		07/10/2012	188.13	7413
007413	Inland Empire Resource Conserv	2540-0000-20590-208	FY 2011-12 SB211 Project Area 5	Proj Area 5	07/10/2012		07/10/2012	76.73	7413

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007414	Met015	2640-0000-20590-208	FY 2011-12 AB1290 RG01 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	151.33	7414
							Voucher: 007413	715.92	
007414	The Metropolitan Water Dist Met015	2640-0000-20590-208	FY 2011-12 AB1290 RG02 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	206.50	7414
007414	The Metropolitan Water Dist Met015	2140-0000-20590-208	FY 2011-12 SB211 Project Area 1	Proj Area 1	07/10/2012		07/10/2012	8.48	7414
007414	The Metropolitan Water Dist Met015	2340-0000-20590-208	FY 2011-12 SB211 Project Area 3	Proj Area 3	07/10/2012		07/10/2012	610.66	7414
007414	The Metropolitan Water Dist Met015	2440-0000-20590-208	FY 2011-12 SB211 Project Area 4	Proj Area 4	07/10/2012		07/10/2012	349.85	7414
007414	The Metropolitan Water Dist Met015	2540-0000-20590-208	FY 2011-12 SB211 Project Area 5	Proj Area 5	07/10/2012		07/10/2012	440.53	7414
							Voucher: 007414	1,767.35	
007415	Mont001	2640-0000-20590-208	FY 2011-12 AB1290 RG01 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	5,998.70	7415
007415	City of Montclair Mont001	2640-0000-20590-208	FY 2011-12 AB1290 RG02 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	6,062.21	7415
007415	City of Montclair Mont001	2140-0000-20590-208	FY 2011-12 SB211 Project Area 1	Proj Area 1	07/10/2012		07/10/2012	328.77	7415
007415	City of Montclair Mont001	2340-0000-20590-208	FY 2011-12 SB211 Project Area 3	Proj Area 3	07/10/2012		07/10/2012	23,612.12	7415
007415	City of Montclair Mont001	2440-0000-20590-208	FY 2011-12 SB211 Project Area 4	Proj Area 4	07/10/2012		07/10/2012	13,533.72	7415
007415	City of Montclair Mont001	2540-0000-20590-208	FY 2011-12 SB211 Project Area 5	Proj Area 5	07/10/2012		07/10/2012	17,286.77	7415
							Voucher: 007415	66,822.29	
007416	Mont074	2640-0000-20590-208	FY 2011-12 AB1290 RG01 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	1,520.01	7416
007416	Monte Vista Water District Mont074	2640-0000-20590-208	FY 2011-12 AB1290 RG02 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	2,096.46	7416

Voucher	Vendor No/Name/Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007416	Mont074 2140-0000-20590-208 Monte Vista Water District	FY 2011-12 SB211 Project Area 1	Proj Area 1	07/10/2012		07/10/2012	84.84	7416
007416	Mont074 2340-0000-20440-208 Monte Vista Water District	FY 2011-12 Project Area 3 Negotiated	Proj Area 3	07/10/2012		07/10/2012	67,687.25	7416
007416	Mont074 2440-0000-20590-208 Monte Vista Water District	FY 2011-12 SB211 Project Area 4	Proj Area 4	07/10/2012		07/10/2012	3,492.29	7416
007416	Mont074 2540-0000-20590-208 Monte Vista Water District	FY 2011-12 SB211 Project Area 5	Proj Area 5	07/10/2012		07/10/2012	4,435.26	7416
					Voucher: 007416		79,316.11	
007417	Onta027 2640-0000-20590-208 Ontario-Montclair School Dist	FY 2011-12 AB1290 RG01 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	7,483.89	7417
007417	Onta027 2640-0000-20590-208 Ontario-Montclair School Dist	FY 2011-12 AB1290 RG02 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	10,421.29	7417
007417	Onta027 2140-0000-20590-208 Ontario-Montclair School Dist	FY 2011-12 SB211 Project Area 1	Proj Area 1	07/10/2012		07/10/2012	417.50	7417
007417	Onta027 2340-0000-20480-208 Ontario-Montclair School Dist	FY 2011-12 Project Area 3 Negotiated	Proj Area 3	07/10/2012		07/10/2012	219,592.07	7417
007417	Onta027 2440-0000-20590-208 Ontario-Montclair School Dist	FY 2011-12 SB211 Project Area 4	Proj Area 4	07/10/2012		07/10/2012	17,185.53	7417
007417	Onta027 2540-0000-20590-208 Ontario-Montclair School Dist	FY 2011-12 SB211 Project Area 5	Proj Area 5	07/10/2012		07/10/2012	21,825.85	7417
					Voucher: 007417		276,926.13	
007418	Robb004 2320-4319-53210-400 Robbins & Holdaway	Services rendered for April 2012	23797	04/30/2012		07/10/2012	892.50	7418
007418	Robb004 2320-4319-53210-400 Robbins & Holdaway	Services rendered for May 2012	23942	04/30/2012		07/10/2012	210.00	7418
007418	Robb004 2320-4319-53210-400 Robbins & Holdaway	Services rendered for June 2012	24059	04/30/2012		07/10/2012	105.00	7418
					Voucher: 007418		1,207.50	
007419	SanB023 2640-0000-20590-208 San Bernardino County Superintendent	FY 2011-12 AB1290 RG01 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	196.69	7419
007419	SanB023 2640-0000-20590-208 San Bernardino County Superintendent	FY 2011-12 AB1290 RG02 Mission Blvd	Mission Blvd	07/10/2012		07/10/2012	276.96	7419

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007419	SanB023	2140-0000-20590-208	FY 2011-12 SB211 Project Area 1	Proj Area 1	07/10/2012		07/10/2012	10.97	7419
	San Bernardino County Superintendent								
007419	SanB023	2340-0000-20470-208	FY 2011-12 Proj Area 3 Negotiated	Proj Area 3	07/10/2012		07/10/2012	8,760.90	7419
	San Bernardino County Superintendent								
007419	SanB023	2440-0000-20590-208	FY 2011-12 SB211 Project Area 4	Proj Area 4	07/10/2012		07/10/2012	451.38	7419
	San Bernardino County Superintendent								
007419	SanB023	2540-0000-20590-208	FY 2011-12 SB211 Project Area 5	Proj Area 5	07/10/2012		07/10/2012	573.25	7419
	San Bernardino County Superintendent								
							Voucher: 007419	10,270.15	
007420	Stra002	2120-4319-53210-400	Review of ROPS	022051 #0013	07/10/2012		07/10/2012	10.50	7420
	Stradling, Yocca, Carlson & Ra								
007420	Stra002	2320-4319-53210-400	Review of ROPS	022051 #0013	07/10/2012		07/10/2012	126.00	7420
	Stradling, Yocca, Carlson & Ra								
007420	Stra002	2420-4319-53210-400	Review of ROPS	022051 #0013	07/10/2012		07/10/2012	87.50	7420
	Stradling, Yocca, Carlson & Ra								
007420	Stra002	2520-4319-53210-400	Review of ROPS	022051 #0013	07/10/2012		07/10/2012	126.00	7420
	Stradling, Yocca, Carlson & Ra								
007420	Stra002	2620-4319-53210-400	Mission Blvd refunding of note	022051 #0013	07/10/2012		07/10/2012	5,334.50	7420
	Stradling, Yocca, Carlson & Ra								
							Voucher: 007420	5,684.50	
007421	UpUSD0012340-0000-20430-208		FY 2011-12 Project Area 3 Negotiated	Proj Area 3	07/10/2012		07/10/2012	1,618.81	7421
	Upland Unified School District								
							Voucher: 007421	1,618.81	
007422	Mont063	2120-4319-52630-400	Rent July 2012	July 2012	07/11/2012		07/11/2012	67.73	7422
	Montclair Town Center LLC								
007422	Mont063	2320-4319-52630-400	Rent July 2012	July 2012	07/11/2012		07/11/2012	812.66	7422
	Montclair Town Center LLC								
007422	Mont063	2420-4319-52630-400	Rent July 2012	July 2012	07/11/2012		07/11/2012	564.35	7422
	Montclair Town Center LLC								
007422	Mont063	2520-4319-52630-400	Rent July 2012	July 2012	07/11/2012		07/11/2012	812.66	7422
	Montclair Town Center LLC								
							Voucher: 007422	2,257.40	
007423	Bank006	2340-4319-68010-400	2007A Tax Allocation Refunding Bonds	242875	07/10/2012		07/26/2012	1,039,893.73	7423
	Bank of New York Trust Company								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007423	Bank006	2340-4319-68010-400	2007B Taxable Tax Allocation Bonds	242884	07/10/2012		07/26/2012	214,640.25	7423
	Bank of New York	Trust Company							
							Voucher: 007423	1,254,533.98	
007424	Best003	2320-4319-53210-400	FA 11 Services rendered through 6/30/11	682027	07/11/2012		07/26/2012	4,681.89	7424
	Best Best & Krieger	LLP							
							Voucher: 007424	4,681.89	
007425	Land012	2520-4319-52990-400	4113 Kingsley Service for June	4113/7/12	07/02/2012		07/26/2012	90.00	7425
	Landscapes	Maintenance Unlimite							
							Voucher: 007425	90.00	
007426	Neig001	2150-4319-53290-400	Admin Fees for SAFE Homes for Seniors	14	06/30/2011		07/26/2012	1,200.00	7426
	Neighborhood	Partnership Housi							
007426	Neig001	2150-4319-53290-400	Admin Fees SAFE Homes for Srs Qtr 2	MC-2012-01	06/30/2012		07/26/2012	900.00	7426
	Neighborhood	Partnership Housi							
007426	Neig001	2150-4319-53290-400	Admin Fees SAFE Homes for Srs Qtr 3	MC-2012-01	06/30/2012		07/26/2012	600.00	7426
	Neighborhood	Partnership Housi							
007426	Neig001	2150-4319-53290-400	Admin Fees SAFE Homes for Srs Qtr 4	MC-2012-01	06/30/2012		07/26/2012	2,700.00	7426
	Neighborhood	Partnership Housi							
							Voucher: 007426	5,400.00	
007427	Sout018	2520-4319-60020-400	4397 Kingsley 06/08/12-07/10/12	2-29-179-2315	07/11/2012		07/26/2012	24.37	7427
	Southern	California Edison Co							
							Voucher: 007427	24.37	
007428	USBnk001	2350-4319-53290-400	Fee for Loan Servicing Agrmnt 93-74	93-74	07/12/2012		07/26/2012	17.95	7428
	US Bank								
007428	USBnk001	2450-4319-53290-400	Fee for Loan Servicing Agrmnt 93-74	93-74	07/12/2012		07/26/2012	17.94	7428
	US Bank								
							Voucher: 007428	35.89	

Voucher Vendor No/Name Account Number Description Inv No Inv Date PO Amt Date Amount Check

Report Total: 2,296,469.83

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

July 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
July 31, 2012**

	<u>Interest Rate</u>		<u>Amount</u>
Checking Account			
Wells Fargo, 0654-893023	0.05%	\$	1,076,384.11
Cash and Investments			
LAIF	0.37%	\$	1,573,727.08
TOTAL CASH & INVESTMENTS BY ACCOUNT			\$ <u>2,650,111.19</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 January 31, 2013.

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

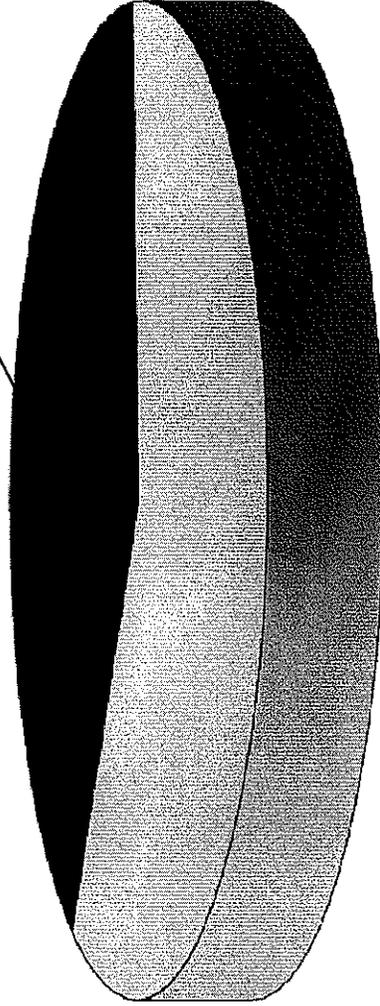


Michael Piotrowski
Senior Accountant

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS BY ACCOUNT GRAPH
July 31, 2012**

Total Cash & Investments - \$2,650,111

Checking Account
40.6%



Local Agency
Investment Fund
59.4%

**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER
FOR THE MONTH ENDING
July 31, 2012**

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 8-20-12
REGULAR WARRANTS
CHECKING ACCOUNT: MCC

<u>Fund</u> 3001	<u>Description</u> General Fund	<u>Amount</u> 70,539.69
	ck #s 3156-71	
	Report Total:	70,539.69

<u>Fund</u> 3001	<u>Description</u> General Fund	<u>Amount</u> 1,107.30
	ck #s 3148-60	
	Report Total:	1,107.30

71,646.99

Vice Chairperson - Raff

Accounts Payable

Voucher Register By Vendor Number



User: mpiotrowski
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Voucher	Vendor No/Name/Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003148	hela001 3001-2020-56060-400 Helena Gardens Apartment	4791 Canoga-July 2012	July 2012	06/18/2012		06/18/2012	109.95	3148
003148	hela001 3001-3001-56060-400 Helena Gardens Apartment	Canoga-July 2012	July 2012	06/18/2012		06/18/2012	243.35	3148
					Voucher: 003148		353.30	
003149	mont043 3001-2009-56060-400 Montclair Meadows Owners Assoc	10333 Pradera-July 2012	July 2012	06/18/2012		06/18/2012	50.00	3149
003149	mont043 3001-2010-56060-400 Montclair Meadows Owners Assoc	10380 Pradera-July 2012	July 2012	06/18/2012		06/18/2012	50.00	3149
003149	mont043 3001-2011-56060-400 Montclair Meadows Owners Assoc	10390 Pradera-July 2012	July 2012	06/18/2012		06/18/2012	50.00	3149
					Voucher: 003149		150.00	
003150	sanb004 3001-3001-57610-400 County of San Bernardino - Dept of Publ	4820 Canoga-3601 Public Pool/spa	IN0167159	06/18/2012		06/18/2012	296.00	3150
003150	sanb004 3001-3001-57610-400 County of San Bernardino - Dept of Publ	4820 Canoga-3633 Surcharge Fee	IN0167159	06/18/2012		06/18/2012	6.00	3150
003150	sanb004 3001-3001-57610-400 County of San Bernardino - Dept of Publ	4811 Canoga-3601 Public Pool/spa	IN0167508	06/18/2012		06/18/2012	296.00	3150
003150	sanb004 3001-3001-57610-400 County of San Bernardino - Dept of Publ	4811 Canoga-3633 Surcharge Fee	IN0167508	06/18/2012		06/18/2012	6.00	3150
					Voucher: 003150		604.00	
					Report Total:		1,107.30	

Accounts Payable Voucher Register By Vendor Number

User: mpiotrowski
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Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003156	Land012	3001-1001-56100-400	10079 Central-06/2012	10079/7/12	07/02/2012		07/12/2012	105.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-1002-56100-400	10087 Central-06/2012, sprinkler	10087/7/12	07/02/2012		07/12/2012	160.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-1009-56100-400	10215 Central-06/2012, sprinkler	10215/7/12	07/02/2012		07/12/2012	245.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-1004-56100-400	10235 Central-06/2012, gopher	10235/7/12	07/02/2012		07/12/2012	175.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-1013-56100-400	10291 Greenwood-06/2012	10291/7/12	07/02/2012		07/12/2012	125.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2003-56100-400	10313 Amherst-06/2012	10313/7/12	07/02/2012		07/12/2012	140.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2001-56100-400	10323 Amherst-06/2012	10323/7/12	07/02/2012		07/12/2012	140.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2007-56100-400	10330 Amherst-06/2012	10330/7/12	07/02/2012		07/12/2012	140.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2002-56100-400	10333 Amherst-06/2012	10333/7/12	07/02/2012		07/12/2012	140.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2009-56100-400	10333 Pradera-06/2012	10333P/7/12	07/02/2012		07/12/2012	60.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2006-56100-400	10380 Amherst-06/2012	10380/7/12	07/02/2012		07/12/2012	140.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2010-56100-400	10380 Pradera-06/2012, weed killer	10380P/7/12	07/02/2012		07/12/2012	50.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2011-56100-400	10390 Pradera-06/2012, weed killer	10380P/7/12	07/02/2012		07/12/2012	50.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2004-56100-400	10383 Amherst-06/2012	10383/7/12	07/02/2012		07/12/2012	140.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2008-56100-400	10390 Amherst-06/2012	10390/7/12	07/02/2012		07/12/2012	140.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2005-56100-400	10410 Amherst-06/2012	10410/7/12	07/02/2012		07/12/2012	140.00	3156
		Landscape Maintenance Unlimite							
003156	Land012	3001-2030-56100-400	4275 Kingsley-06/2012	4275/7/12	07/02/2012		07/12/2012	140.00	3156
		Landscape Maintenance Unlimite							

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003159	Kess001	3001-4330-52660-400	Policy SL2710134 07/01-07/01/13 QBE	489150	06/27/2012		07/12/2012	17,585.74	3159
								5.05	
003159	Kessler-Alair Insurance Serv	3001-4330-52660-400	Policy NDO1034509I 07/01-07/01/13 USLIC	489154	06/27/2012		07/12/2012	6,131.00	3159
003160	Secr002	3001-4330-52990-400	Secretary of State	PR7512	07/05/2012		07/12/2012	20.00	3160
003161	Buch002	3001-2009-56170-400	10333 Pradera-#A Unit repairs	071912-A	07/19/2012		07/24/2012	4,524.21	3161
003161	Buch002	3001-2009-56170-400	10333 Pradera-#B Unit repairs	071912-B	07/19/2012		07/24/2012	5,140.75	3161
003162	Hele001	3001-2020-56060-400	4791 Canoga-Monthly Assessment 07/2012	July 2012	07/23/2012		07/24/2012	109.95	3162
003162	Helena Gardens Apartment	3001-3001-56060-400	Canoga-Monthly Assessment 07/2012	July 2012	07/23/2012		07/24/2012	243.35	3162
003163	Mont001	3001-0000-00010-101	Reimb City for MHC PR 07/03/12	PR July 2012	07/23/2012		07/24/2012	8,119.80	3163
003163	Mont001	3001-0000-00010-101	Reimb City for MHC PR 07/19/12	PR July 2012	07/23/2012		07/24/2012	9,835.14	3163
003164	Mont043	3001-2009-56060-400	10333 Pradera-Aug 2012	Aug 2012	07/23/2012		07/24/2012	50.00	3164
003164	Mont043	3001-2010-56060-400	10380 Pradera-Aug 2012	Aug 2012	07/23/2012		07/24/2012	50.00	3164

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003164	Mont043 Montclair Meadows Owners Assoc	3001-2011-56060-400	10390 Pradera-Aug 2012	Aug 2012	07/23/2012		07/24/2012	50.00	3164
						Voucher: 003164		150.00	
003165	Buch002 Buchbinder Maintenance, Inc.	3001-1001-56170-400	10079 Central-unit repairs	060612	06/15/2012		07/24/2012	673.86	3165
003165	Buch002 Buchbinder Maintenance, Inc.	3001-1001-56170-400	10079 Central-unit repairs	062212	06/22/2012		07/24/2012	280.57	3165
003165	Buch002 Buchbinder Maintenance, Inc.	3001-1009-56170-400	10215 Central-unit repairs	120433	04/27/2012		07/24/2012	652.50	3165
003165	Buch002 Buchbinder Maintenance, Inc.	3001-1009-56100-400	10215 Central-light bulbs, battery	120514	06/04/2012		07/24/2012	177.56	3165
						Voucher: 003165		1,784.49	
003166	Grec003 Grecian Marble-Onyx	3001-2009-56170-400	10333 Pradera-wall panels #A	10333 Pradera A	07/13/2012		07/24/2012	1,350.00	3166
003166	Grec003 Grecian Marble-Onyx	3001-2009-56170-400	10333 Pradera-wall panels #B	10333 Pradera B	07/13/2012		07/24/2012	1,350.00	3166
						Voucher: 003166		2,700.00	
003167	M&Nk001 M & N Kitchen-Bath Inc	3001-2006-56170-400	10380 Amherst-kitchen, cabinets, install	660348	06/13/2012		07/24/2012	3,792.61	3167
						Voucher: 003167		3,792.61	
003168	ROSE008 Rose Painting & Maintenance	3001-1009-56170-400	10215 Central-interior paint	16416	06/09/2012		07/24/2012	2,700.00	3168
						Voucher: 003168		2,700.00	
003169	south018 Southern California Edison Co	3001-3001-56020-400	4811 Canoga #gate-061112-071112	2024259988 07	07/12/2012		07/24/2012	22.57	3169
003169	south018 Southern California Edison Co	3001-3001-56020-400	4820 Canoga-061112-071112	2038187969 07	07/12/2012		07/24/2012	252.20	3169
003169	south018 Southern California Edison Co	3001-2010-56020-400	10380 Pradera-060812-071012	2185722790 07	07/11/2012		07/24/2012	30.27	3169
003169	south018 Southern California Edison Co	3001-2011-56020-400	10390 Pradera-060812-071012	2185722824 07	07/11/2012		07/24/2012	46.77	3169
003169	south018 Southern California Edison Co	3001-2006-56020-400	10380 Amherst-060812-071012	2315790089 07	07/11/2012		07/24/2012	11.87	3169

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003169	sout018	3001-2005-56020-400	10410 Amherst-060812-071012	2315792325 07	07/11/2012		07/24/2012	41.91	3169
	Southern California Edison Co								
003169	sout018	3001-2006-56020-400	10380 Amherst-060812-071012	2315959668 07	07/13/2012		07/24/2012	45.63	3169
	Southern California Edison Co								
003169	sout018	3001-2007-56020-400	10330 Amherst-060812-071012	2315959668 07	07/13/2012		07/24/2012	39.53	3169
	Southern California Edison Co								
003169	sout018	3001-1017-56020-400	5444 1/2 Palo Verde-061212-071212	2336647847 07	07/13/2012		07/24/2012	9.47	3169
	Southern California Edison Co								
003169	sout018	3001-1017-56020-400	5444 Palo Verde-061212-071212	2337387070 07	07/13/2012		07/24/2012	2.78	3169
	Southern California Edison Co								
003169	sout018	3001-3001-56020-400	4811 Canoga-061112-071112	3001192709 07	07/12/2012		07/24/2012	150.09	3169
	Southern California Edison Co								
								Voucher: 003169	653.09
003170	Sout021	3001-3001-56020-400	4811 Canoga-061112-071112	15782395006 07	07/16/2012		07/24/2012	118.84	3170
	Southern California Gas Co								
003170	Sout021	3001-3001-56020-400	4820 Canoga-061112-071112	18932395009 07	07/16/2012		07/24/2012	132.43	3170
	Southern California Gas Co								
003170	Sout021	3001-2008-56020-400	10390 Amherst-061112-071212	19572389484 07	07/16/2012		07/24/2012	25.28	3170
	Southern California Gas Co								
								Voucher: 003170	276.55
003171	TKRP001	3001-2009-56170-400	10333 Pradera-tub, kitchen sink	5566	06/19/2012		07/24/2012	2,400.00	3171
	T.K.R. Plumbing								
								Voucher: 003171	2,400.00
								Report Total:	70,539.69