

CITY OF MONTCLAIR

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

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

April 1, 2013

7:00 p.m.

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

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

Page No.

- I. CALL TO ORDER** - City Council, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

II. INVOCATION

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council Meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorse any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS - None

VI. PUBLIC COMMENT

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

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

VII. PUBLIC HEARINGS - None

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of the Regular Joint Council/Successor Agency Board/MHC/MHA Meeting of March 4, 2013 [CC/SA/MHC/MHA]
2. Minutes of the Regular Joint Council/Successor Agency Board/MHC/MHA Meeting of March 18, 2013 [CC/SA/MHC/MHA]

B. Administrative Reports

1. Consider Authorization of a \$9,761.86 Appropriation From the Contingency Account to Purchase Shelter Operations Cots From ProPac [CC]

Consider Authorization to Receive \$9,761.86 in Matching Funds From the FY2012 Emergency Management Performance Grant Program to Reimburse the Contingency Account [CC]

5

2. Consider Authorization to Transfer Budgeted Funds From the City Council-Special Contract Services Account to the Chamber of Commerce to Offset Costs for the State of the City Function [CC]

19

3. Consider Accepting a Grant From the Community Clinic Association of San Bernardino County to Purchase Computers and Software [CC]

21

4. Consider Approval of Warrant Register and Payroll Documentation [CC]

22

C. Agreements

1. Consider Approval of Agreement No. 13-22-I-87, an Irrevocable Annexation Agreement With the Babuba Corporation for 11288 Pipeline Avenue (APN 1012-401-43) [CC]

23

2. Consider Amending the Fiscal Years 2009-2013 Capital Improvement Program by Adding the Ramona Avenue Rehabilitation Project [CC]

Consider Authorization of a \$590,000 Appropriation From the Gas Tax Fund for the Ramona Avenue Rehabilitation Project [CC]

Consider Authorization of a \$10,000 Appropriation From the Sewer Fund for Repairs to the Howard Street Sewer at Ramona Avenue [CC]

Consider Award of Contract for the Ramona Avenue Rehabilitation Project to KAD Paving Company in the Amount of \$531,645. [CC]

(Continued on next page)

VII. PUBLIC HEARINGS - None

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of Commerce to Offset Costs for the State of the City Function.
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Avenue [CC]

Consider Award of Contract for the Ramona Avenue
Rehabilitation Project to KAD Paving Company in the Amount
of \$531,645 [CC]

(Continued on next page)

Consider Approval of Agreement No. 13-23 With KAD Paving Company for Construction of the Ramona Avenue Rehabilitation Project [CC]

Consider Authorization of a \$55,000 Construction Contingency [CC] 28

3. Consider Approval of Agreement No. 13-24 With All City Management Services, Inc., for School Crossing Guard Services [CC] 36

4. Consider Termination of Agreement No. 12-13 With Teaman, Ramirez & Smith, Inc., and Approval of Agreement No. 13-26 With Van Lant & Fankhanel, LLP [CC] 38

5. Consider Approval of Agreement No. 13-27 With Chaffey Joint Union High School District for Law Enforcement Services During Fiscal Year 2013-14 [CC] 92

D. Resolutions - None

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

1. Closed Session Pursuant to Government Code Section 54956.9(d)(4) Regarding Potential Litigation

2. 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 March 18, 2013 96

XII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS

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

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, and Montclair Housing Corporation Board meetings will be held on Monday, April 15, 2013, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission 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 north door of Montclair City Hall on March 28, 2013.

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION OF A \$9,761.86 APPROPRIATION FROM THE CONTINGENCY ACCOUNT TO PURCHASE SHELTER OPERATIONS COTS FROM PROPAC

CONSIDER AUTHORIZATION TO RECEIVE \$9,761.86 IN MATCHING FUNDS FROM THE FY2012 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM TO REIMBURSE THE CONTINGENCY ACCOUNT

DATE: April 1, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 1
FILE I.D.: EMR130
DEPT.: FIRE

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$9,761.86 appropriation from the Contingency Account to purchase shelter operations cots from ProPac and authorizing the City to receive \$9,761.86 in matching funds from the FY2012 Emergency Management Performance Grant (EMPG) Program.

BACKGROUND: Staff applied to the San Bernardino County Fire Protection District Grants Unit on June 27, 2012, requesting to have an equipment project included in the FY2012 EMPG Program. The grant funds would be used to purchase 150 standard and 20 special needs cots to be prepositioned in anticipation of shelter operations at the Montclair Community Center, the City's designated shelter site. The prepositioning of these cots would enhance the City's ability to mitigate the effects associated with large-scale emergency/disaster events by planning our response/recovery efforts in advance. Untold numbers of individuals and households impacted by such large-scale events would require adequate shelter. The City's shelter site will provide a safe refuge for displaced individuals and households while the City works with nongovernmental organizations, including the American Red Cross, to provide temporary housing solutions. The San Bernardino County Fire Protection District Grants Unit notified staff on November 9, 2012, that the equipment project was approved and included in the FY2012 EMPG Program.

Bid quotations for 150 standard cots and 20 special needs cots were received from the following four vendors:

<i>Vendor</i>	<i>Bid Amount</i>
ProPac	\$9,761.86
Out In Style, Inc.	\$13,152.38
More Prepared	\$13,667.84
Simpler Life Emergency Provisions, Inc.	\$14,620.78

Staff recommends the cots be purchased from ProPac as the lowest responsive bidder.

Prepared by:

Angela Bui
Marilyn Hall

Reviewed and Approved by:

John Jones
John Jones

Proofed by:

Presented by:

FISCAL IMPACT: The cost to purchase 150 standard cots and 20 special needs cots from ProPac is \$9,761.86. Should the City Council approve this item, \$9,761.86 would be transferred from the Contingency Account to the Emergency Preparedness Program Supplies Account No. 1001-4537-51130-400 to pay for the cots. The City would be reimbursed this amount by the FY2012 EMPG Program, which requires a dollar-for-dollar match in cash or in-kind. The match requirement would be satisfied in-kind by using personnel costs.

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

1. Appropriation of \$9,761.86 from the Contingency Account to purchase shelter operations cots from ProPac.
2. Receipt of \$9,761.86 in matching funds from the FY2012 Emergency Management Performance Grant Program to reimburse the Contingency Account.

Angelic Bird

From: Carr, LaTina [lcarr@sbcfire.org]
Sent: Friday, November 09, 2012 4:42 PM
To: Angelic Bird; Troy Arment
Cc: Cox, Kalina; Manalili, Larita; Sampson, Ericka
Subject: FY12 EMPG - City of Montclair
Attachments: FY12 EMPG Modification Request Form RVSD.XLS; Sole Source Request Form - REVISED 8.20.12.doc; FY12 EMPG Reimbursement Request Form (Rvsd 10-30-12).xls; CHECK LIST FORM FY12 EMPG.XLSX

Good afternoon,

This is to inform you that the **FY2012 EMPG – Equipment Project** request has been approved. Please consider this e-mail as your authorization to proceed with your project.

Please make sure to adhere to grant procurement policies, as well as the County's procurement policies. In addition, do not make any changes to quantities, or buy a different item other than what has been approved for your project, or it will be disallowed.

If the item(s) listed is part of a procurement of \$100,000 or greater and a sole source procurement will be used, please make sure to complete the attached Sole Source Request. The Grants Administration will forward your request to the State for approval. After the sole source procurement is approved by the State, you will be notified. Approval notification must be received *prior to* hiring the vendor and incurring the cost. Any expenditure incurred prior to the State's approval will not be reimbursed by the grant.

It is important to visit the website www.epls.gov to verify that the selected vendor is not debarred from receiving funds through a federal award. **Print a copy of the EPLS screen of the search results for each vendor.** The EPLS printout must be dated prior to hiring a vendor/contractor, and **must be submitted with the attached Reimbursement Request form.**

COMPLETION DATE

- **The grant performance period is July 1, 2012 through June 30, 2013**
- **Please proceed to start your project at soon as possible.**

The **Checklist Form** is attached to help you gather supporting documentation for each of your reimbursement claims. Please attach a completed copy with each Reimbursement Request you submit indicating which documents are being sent.

All deliverables and support documentation should also be submitted to Grants Administration on a timely basis.

Address: San Bernardino County Fire Protection
Attn: LaTina Carr, Grants Administration
157 W. 5th St, 2nd Flr
San Bernardino, CA 92415-0451

If you have any questions, please do not hesitate to contact me, or Larita Manalili - lmanalili@sbcfire.org, regarding this email or your project.

Your approved FY12 EMPG Project, as submitted from the application, is detailed below:

Proj#	Jurisdiction	Project/Equipment Description	AEL #	Award Amt
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F	City of Montclair	Equipment – Medical (150) Standard Cots for Shelter Operations (20) Special Needs Cots for Shelter Operations	09ME-01-COTS 09ME-01-COTS	\$12,000
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Sincerely,
LaTina Carr
Staff Analyst
SBC Fire - Grants Management
Ph: (909) 387-5948
Fx: (909) 387-5685
lcarr@sbcfire.org

CITY OF MONTCLAIR BID QUOTATION FORM

Department Fire Date 4/1/2013

Purchase Requisition No. _____

Item(s) Description: 150 standard and 20 special needs cots for shelter operations

Reason for Purchase: These cots will be prepositioned at the City's designated shelter site (Community Center) to provide a place of refuge for individuals and households affected by an emergency/disaster event

Employee Obtaining Quotes Angelic Bird

VENDORS CONTACTED

BID QUOTES*

(1) NAME	<u>ProPac</u>	(1)	4,800.00
ADDRESS	<u>2390 Air Park Road, Charleston, SC 29406</u>		2,780.00
PHONE NO.	<u>(800) 345-3036</u>	NAME OF REP.	<u>Vanessa Forte</u>
COMMENTS	<u>Standard cots come with storage bag. Special needs cots come with side rails, mattress, zippered storage pouch for personal items, and IV pole.</u>		
		Subtotal	7,580.00
		Tax	625.35
		Shipping	1,556.51
		Labor	0.00
		Total	9,761.86
(2) NAME	<u>Out In Style, Inc.</u>	(2)	8,250.00
ADDRESS	<u>P.O. Box 100258, Brooklyn, NY 11210</u>		3,900.00
PHONE NO.	<u>(718) 258-0124</u>	NAME OF REP.	<u>Abraham Perkowski</u>
COMMENTS	<u>Standard cots come with storage bag. Special needs cots come with side rails, mattress, zippered storage pouch for personal items, and IV pole.</u>		
		Subtotal	12,150.00
		Tax	1,002.38
		Shipping	0.00
		Labor	0.00
		Total	13,152.38
(3) NAME	<u>More Prepared</u>	(3)	9,315.00
ADDRESS	<u>4857 W. 147th Street, Ste. C, Hawthorne, CA 90250</u>		2,780.00
PHONE NO.	<u>(888) 733-7245</u>	NAME OF REP.	<u>Mina Arnao</u>
COMMENTS	<u>Standard cots come with storage bag. Special needs cots come with side rails, mattress, zippered storage pouch for personal items, and IV pole.</u>		
		Subtotal	12,095.00
		Tax	997.84
		Shipping	575.00
		Labor	0.00
		Total	13,667.84
(4) NAME	<u>Simpler Life Emergency Provisions, Inc.</u>	(4)	5,835.00
ADDRESS	<u>2035 Park Avenue, Ste. 1, Redlands, CA 92373</u>		3,580.00
PHONE NO.	<u>(909) 798-8108</u>	NAME OF REP.	<u>Bob Snedaker</u>
COMMENTS	<u>Standard cots come with storage bag. Special needs cots come with IV pole and mattress, but side rails are an additional charge.</u>		
		Subtotal	11,815.00
		Tax	974.74
		Shipping	1,831.04
		Labor	0.00
		Total	14,620.78

*Quotations are to include tax and delivery charges

RECOMMENDED VENDOR AND JUSTIFICATION

It is recommended that the standard and special needs cots be purchased from Propac because this vendor offers the lowest price and all the accessories are included in the price of the cots.

ProPac

2390 AIR PARK ROAD
CHARLESTON, SC 29406
US

Tel#: (800)345-3036

Fax#: (888)877-6722

Quote # 10100

Quote Date: 20-Mar-13

Expires:

Shipping WHSE: MAIN

Quote taken by: VFORTE

Quoted To:

Client account number: CIT00316

CITY OF MONTCLAIR
8901 MONTE VISTA AVE
MONTCLAIR, CA 91763
US

Tel: (909)447-3542

Fax:

Shipping Location: 1

MONTCLAIR COMMUNITY CENTER
5111 BENITO ST
MONTCLAIR, CA 91763
US

Tel: (909)447-3542

Fax:

Ship by Date	Customer Department	Customer PO Number	Customer Release#	Terms of Sale	Inside Salesrep	Outside Salesrep
3/20/2013				NET 10 DAYS	VF	
Ordered By	Currency	Exchange Rate	Carrier	Service Code	Frnt Method	
	US	1	ORG	ORIGIN	A	

Seq#	L Item	Description	Qty Ordered	Pick Qty	Qty Back Ordered	Qty UM	Unit Price	Amt UM	Extended Price
1	S L2021SL	STANDARD ARMY COT, STEP LOCK	150	0	0	EA	32.00	EA	\$4,800.00
2	S L2030	ENHANCED SPECIAL NEEDS COT WITH MATTRESS	20	0	0	EA	139.00	EA	\$2,780.00

Subtotal:	\$7,580.00
Freight	\$1,556.51
Sales Tax 8.25%	\$625.35
Total:	\$9,761.86

PROPAC, INC.
DUNS: 198445322 CAGE Code: 0MWK2
Status: Active

2390 AIRPARK RD
NORTH CHARLESTON, SC, 29406-6022,
UNITED STATES

Entity Overview

Entity Information

DUNS: 198445322
Name: PROPAC, INC.
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 10/11/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

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WWW3

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Out In Style, Inc
 POB 100258
 Brooklyn, NY 11210

Quote
~~Invoice~~
 Quote

Date	Invoice #
3/12/2013	912469595

Bill To
City of Montclair P.O. Box 2308 Montclair, CA 91763

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Angelic Bird			3/12/2013			
Quantity	Item Code	Description			Price Each	Amount
20	LED-27240	SPECIAL NEEDS COTS			195.00	3,900.00
150	OIS-4579	MILITARY STYLE FOLDING COT			55.00	8,250.00
ALL IN STOCK FOR IMMEDIATE SHIPPING - PRICES INCLUDE FREE SHIPPING FOR QUANTITIES LISTED ABOVE						
					Total	\$12,150.00

tax 8.25% \$1,002.38

\$13,152.38

OUT IN STYLE INC.

DUNS: 969711415 CAGE Code: 3DEV5

Status: Active

**249 HINSDALE ST
BROOKLYN, NY, 11207-3901,
UNITED STATES**

Entity Overview

Entity Information

DUNS: 969711415
Name: OUT IN STYLE INC.
Doing Business As: ARMY NAVY & CAMO SUPERSTORE
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 05/01/2013

Exclusions

Active Exclusion Records? No

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





More Prepared

4857 W. 147th Street,
Suite C
Hawthorne, CA 90250

Quote

Date	Quote #
3/13/2013	2013-1037

Bill To
City of Montclair - Attn: Angelic Bird 8901 Monte Vista Ave. P.O. Box 2308 Montclair, CA 91763 909.447.3542/abird@cityofmontclair.org

Ship To
City of Montclair - Attn: Angelic Bird 8901 Monte Vista Ave. P.O. Box 2308 Montclair, CA 91763 909.447.3542/abird@cityofmontclair.org

Item	Description	Quantity	Quote By	FOB
			MA	Destination
			Price	Total
CT-09-10	Base Camp GI Style Cot - 83 x 31 x 18	150	69.00	10,350.00T
DISCOUNTS C...	10% Discount		-1,035.00	-1,035.00
CT-09-17	Special Needs Cot	20	139.00	2,780.00T
Shipping LTL -...	LTL - Commercial, No Lift Gate		575.00	575.00
The price quoted includes a 3% cash discount for payment made by cash/check/ACH/wire transfer.			Subtotal	\$12,670.00
Phone	888.733.7245			
Website	www.moreprepared.com			
			Sales Tax (8.25%)	\$997.84
			Total	\$13,667.84

More Prepared, LLC
DUNS: 785818563 CAGE Code: 4TUR3
Status: Active

4857 W 147TH ST STE C
Hawthorne, CA, 90250-6735,
UNITED STATES

Entity Overview

Entity Information

DUNS: 785818563
Name: More Prepared, LLC
Doing Business As: More Prepared
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 12/12/2013

Exclusions

Active Exclusion Records? No

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Sales Order

Quote Good for 30 Days

1/2

Simpler Life
Emergency Provisions, Inc.
 2035 Park Ave, Suite 1
 Redlands, Ca. 92373
 (800)277-PREP* (909)798-8108 Fax* (909)798-8718
 www.simplerlife.com

Customer No.

Contact: Angelic Bird Phone: (909) 447-3607 Policy (909) 447-3542 fire Fax (909) 621-5261

Bill To: Angelic Bird
City of Montclair
P.O. Box 2308
Montclair, Ca 91763

Ship To: From Angelic Bird
City of Montclair
5711 Berwick St. (Community Center)
Montclair Ca 91763
 Customer Purchase Order No.

Date	Ship VIA	FOB	Shipping				
3/13/13	<input type="checkbox"/> UPS <input checked="" type="checkbox"/> Truck <input type="checkbox"/> Other	<input type="checkbox"/> Redlands <input checked="" type="checkbox"/> Origin <input type="checkbox"/> Destination	<input checked="" type="checkbox"/> Prepay & Add	<input type="checkbox"/> Prepaid	<input type="checkbox"/> Will Call	<input type="checkbox"/> Collect	
Order Date	Sales Person	District	Tax	Resale	Out of State	Exempt	Order Taken By
	<u>Bob Sredak</u>	<u>S.B County</u>	<u>8.25%</u>				

Net 20 Hold for Check
 Cash Sale Pay w/ Pick up
 Visa M/C Am Ex
 Exp

Quantity	Order	Item#	Description	U/M	Unit Cost	Extended Price
150			<u>optimal</u> <u>Military Cots - DuraSteel</u> <u>All Steel Frame w/ danglewood</u> <u>steel legs, 77x27x14" 300lbs</u> <u>Easy setup w/ velcro adjustable</u> <u>cover, stable wide stance</u> <u>Storage bag w/ carrying strap</u> <u>2 cots/covers Available 2nd week of June '13.</u>	EA	<u>38.90</u>	<u>5835.00</u>
					<u>Sales Tax 8.25%</u>	<u>481.39</u>
					<u>Shipping (8.95)</u>	<u>1342.50</u>
					<u>TOTAL - Optimal</u>	<u>7658.89</u>

Special Instructions

Taxable Total	<u>5835.00</u>
Sale Amount	<u>5835.00</u>
Sales Tax	<u>481.39</u>
Shipping	<u>1342.50</u>
Invoice	<u>7658.89</u>
Less Pymts	
Balance Due	

Required Delivery Date: _____ Est. Shipping Cost _____
 Ship Date: _____ Packed By: _____ No. Pkgs. _____ Wt: _____

Simpler Life
 Emergency Provisions, Inc.
 2035 Park Ave, Suite 1
 Redlands, Ca. 92373
 (800)277-PREP* (909)798-8108 Fax* (909)798-8718
 www.simplerlife.com

Sales Order

Quote

Good for 30 Days

2/2

Customer No.

Contact: Angelic Bird Phone: (909) 447-3542 Police Fax: (909) 621-5261
~~448-3107~~ ~~Fire~~

Bill To: Angelic Bird
City of Montclair
P.O. Box 2308
Montclair, Ca 91763

Ship To: Angelic Bird
City of Montclair
5111 Benito St (Community Center)
Montclair, Ca 91763
 Customer Purchase Order No.

Date	Ship VIA	FOB	Shipping				
<u>3/13/13</u>	<input type="checkbox"/> UPS <input checked="" type="checkbox"/> Truck <input type="checkbox"/> Other	<input type="checkbox"/> Redlands <input checked="" type="checkbox"/> Origin <input type="checkbox"/> Destination	<input checked="" type="checkbox"/> Prepay & Add <input type="checkbox"/> Prepaid	<input type="checkbox"/> Will Call	<input type="checkbox"/> Collect		
Order Date	Sales Person	District	Tax	Resale	Out of State	Exempt	Order Taken By
	<u>Bob Sneider</u>	<u>S.B Party</u>	<u>8.25%</u>				

Net 20 Hold for Check
 Cash Sale Pay w/ Pick up
 Visa M/C Am Ex
 Exp

Quantity	Order	Item#	Description	U/M	Unit Cost	Extended Price
			<u>Functional Needs Cots</u>			
<u>20</u>			<u>Med Beds</u>	<u>EA</u>	<u>\$179.00</u>	<u>\$3580.00</u>
<u>20 sets</u>			<u>4 Safety Rails / Med Bed</u>	<u>set</u>	<u>120/set</u>	<u>2400.00</u>
			<u>(Allow 3 weeks for delivery)</u>			
					<u>Subtotal</u>	<u>\$5980.00</u>

Special Instructions

Taxable Total	<u>\$5980.00</u>
Sale Amount	<u>5980.00</u>
Sales Tax	<u>493.35</u>
Shipping	<u>488.94</u>
Invoice	<u>\$6961.90</u>
Less Pymts	
Balance Due	

Required Delivery Date: _____ Est. Shipping Cost _____
 Ship Date: _____ Packed By: _____ No. Pkgs. _____ Wt: _____

SIMPLER LIFE EMERGENCY PROVISIONS, INC.

DUNS: 188642789 CAGE Code: 1B5E2

Status: Active

**2035 PK AVE STE 1
REDLANDS, CA, 92373-6273,
UNITED STATES**

Entity Overview

Entity Information

DUNS: 188642789

Name: SIMPLER LIFE EMERGENCY PROVISIONS, INC.

Business Type: Business or Organization

POC Name: None Specified

Registration Status: Active

Expiration Date:04/09/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.732.20130222-1427

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AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO TRANSFER BUDGETED FUNDS FROM THE CITY COUNCIL-SPECIAL CONTRACT SERVICES ACCOUNT TO THE CHAMBER OF COMMERCE TO OFFSET COSTS FOR THE STATE OF THE CITY FUNCTION	DATE: April 1, 2013
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
	FILE I.D.: COC075
	DEPT.: CITY MGR.

REASON FOR CONSIDERATION: The largest fundraising event for the Montclair Chamber of Commerce is the State of the City function. City staff has decided to move the State of the City event to next fiscal year. The change of date of this event will negatively impact the finances of the Chamber of Commerce for the 2012-13 fiscal year.

Staff is recommending that a portion of the funds budgeted by the City for the State of the City event be provided to the Chamber of Commerce this fiscal year to offset its financial loss.

BACKGROUND: As the City Council is aware, the former Redevelopment Agency previously financed a portion of the funds for production of the State of the City video and certain other costs related to the State of the City event. In addition, the former Redevelopment Agency leased the premises for the Chamber of Commerce office and made an annual \$10,000 contribution toward operation of the Chamber. With the dissolution of redevelopment, the funds for the State of the City video and the annual contribution toward operation of Chamber of Commerce ceased in February 2012. The former Redevelopment Agency's lease of the Chamber premises will terminate on June 30, 2013.

Traditionally, the Chamber of Commerce and the City have conducted a State of the City event in March or April each year. The State of the City event generates more revenue for the Chamber of Commerce than any other event conducted by the Chamber. This fiscal year, City staff decided to move the State of the City event to the fall in order to reduce conflicts with many of the surrounding cities' "State of the City" events and for cost-saving purposes. However, moving the State of City event meant that the Chamber would lose the revenue from the event.

The Fiscal Year 2012-13 City Council budget contains \$20,000 for Special Contract Services directed for production of the State of the City video and other costs related to the State of the City event. In order to maintain the viability of Chamber of Commerce operations during the 2012-13 fiscal year, staff proposes that the City provide the Chamber with an amount equivalent to the average revenue received by the Chamber over the past four years for the State of the City events. If approved by the City Council, this amount would be \$9,873.34. The Chamber of Commerce plays an important role in support of local business in Montclair.

Prepared by:

M. STAATS

Reviewed and
Approved by:

M. STAATS

Proofed by:

[Signature]

Presented by:

[Signature]

Given the revenue loss experienced by the Chamber caused by the dissolution of redevelopment, staff believes this one-time subsidy for changing the date of the State of City event is warranted.

The State of the City will be conducted in fall of 2013. The revenue produced from the State of the City event in the fall would finance Chamber operations for Fiscal Year 2013-14.

FISCAL IMPACT: Moving the Chamber of Commerce State of the City event until the fall has created a revenue shortage for the Chamber of Commerce because the State of the City event is the Chamber's largest fundraising activity of the fiscal year. Staff would propose to use funds from the City Council-Special Contract Services Account to offset the loss of revenue experienced by the Chamber. The amount to be paid to the Chamber is the average of the four years of revenue from the State of the City event. A calculation of the net income received by the Chamber follows:

YEAR	NET INCOME
2009	\$ 9,531.32
2010	10,033.00
2011	10,475.72
2012	<u>9,453.32</u>
TOTAL	<u>\$39,493.36</u>

Average Income: \$9,873.34

Moving the State of City event to the fall will cause the City to save over \$10,000 in the 2012-13 fiscal year.

RECOMMENDATION: Staff recommends the City Council authorize staff to transfer funds from the City Council-Special Contract Services Account to the Chamber of Commerce to offset costs for the State of the City function.

AGENDA REPORT

SUBJECT: CONSIDER ACCEPTING A GRANT FROM THE COMMUNITY CLINIC ASSOCIATION OF SAN BERNARDINO COUNTY TO PURCHASE COMPUTERS AND SOFTWARE	DATE: April 1, 2013
	SECTION: ADMIN. REPORTS
	ITEM NO.: 3
	FILE I.D.: CAC080
	DEPT.: COMMUNITY DEV

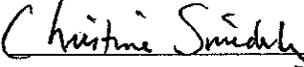
REASON FOR CONSIDERATION: The City Council is requested to consider accepting a grant from the Community Clinic Association of San Bernardino County (CCASB) to purchase three new computers and a software program. The Montclair Medical Clinic is a member of CCASB and is, therefore, eligible to receive the grant.

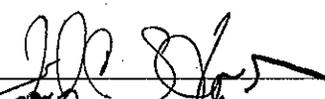
BACKGROUND: The CCASB, established in 2010, is dedicated to providing high-quality advocacy, education, special project management, and shared services on behalf of member clinics and in support of safety net services provided to their patients. CCASB serves and represents the interests of its free and community clinic members that provide quality primary care including medical, dental, and mental health services for the uninsured and medically underserved populations.

The Montclair Medical Clinic is a chartered member of and one of ten clinics associated with CCASB. CCASB received grant funding in 2012 from the California Wellness Foundation to provide its members with assistance in updating computer hardware and software. The Montclair Medical Clinic was awarded grant funds in the amount of \$8,333.20 and proposes to use the funds to purchase three new computers and a software program.

FISCAL IMPACT: The Montclair Medical Clinic proposes to purchase a software program from Alpha DOC at a cost of \$6,377.20; the remaining \$1,956 would be used to purchase three computers. Clinic volunteer Medical Director James M. Lally D.O. has generously offered to donate the monthly \$150 fee the Alpha DOC program requires for software support.

RECOMMENDATION: Staff recommends the City Council accept a grant from the Community Clinic Association of San Bernardino County to purchase computers and software.

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: April 1, 2013
	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
	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 Ruh has examined the Warrant Register dated April 1, 2013, and Payroll Documentation dated February 24, 2013; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated April 1, 2013, totals \$728,879.61. The Payroll Documentation dated February 24, 2013, totals \$568,851.22, with \$390,999.93 being the total cash disbursement.

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

Prepared by: <u><i>Yvonne L Smith</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>Andreea Phillips</i></u>	Presented by: <u><i>[Signature]</i></u>

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-22-I-87, AN IRREVOCABLE ANNEXATION AGREEMENT WITH THE BABUBA CORPORATION FOR 11288 PIPELINE AVENUE (APN 1012-401-43)

DATE: April 1, 2013
SECTION: AGREEMENTS
ITEM NO.: 1
FILE I.D.: SEW080
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Irrevocable Annexation Agreements are subject to City Council review and consideration.

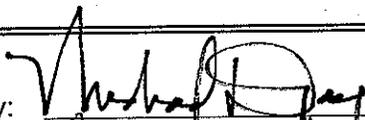
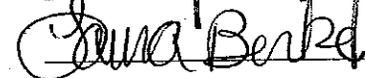
BACKGROUND: Proposed Irrevocable Annexation Agreement No. 13-22 I-87 would permit the property owners of the subject parcel located in unincorporated County territory to connect to the City's sewer main in Pipeline Avenue with the proviso that annexation of the property would take place when feasible in the future.

If approved by the City Council, the Agreement would also be subject to approval by the Local Agency Formation Commission (LAFCO). The proposed Agreement and sewer connection request is consistent with City policy and meets all applicable City requirements. Following City Council and LAFCO approvals, the Agreement would be recorded against the property and become binding on future owners, heirs, successors, or assigns.

FISCAL IMPACT: There would be no fiscal impact associated with execution of the Irrevocable Annexation Agreement.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-22-I-87, an Irrevocable Annexation Agreement with Babuba Corporation for 11288 Pipeline Avenue (APN 1012-401-43).

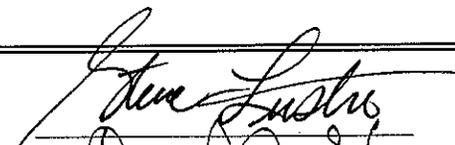
Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:




AGREEMENT NO. 13-22-I-87

**AN IRREVOCABLE AGREEMENT TO ANNEX
TO THE CITY OF MONTCLAIR**

(Babuba Corporation, 11288 Pipeline Avenue)

This agreement is entered into this 1st day of April, 2013, between Babuba Corporation, a California corporation, hereinafter referred to as "Owner," and the City of Montclair, hereinafter referred to as "City."

WHEREAS, Owner is the legal property owner of the real property located at 11288 Pipeline Avenue, also referenced as San Bernardino County Tax Assessor Parcel No. (APN) 1012-401-43, shown as Exhibit "A" attached, and is further described as follows:

The south 100 feet of the east 100 feet of Lot 119, Pomona Home Acres, in the County of San Bernardino, State of California, as per plat recorded in Book 25 of Maps, Page 1, records of said County.

WHEREAS, the subject property is a 10,000 square-foot (.23 acres) lot on the northwest corner of Pipeline Avenue and Grand Avenue, within the unincorporated San Bernardino County area that is a part of the Sphere of Influence of the City of Montclair; and

WHEREAS, the subject property is developed with a convenience store constructed in 1947 (per assessor's records); and

WHEREAS, the Owner desires to connect to and utilize the City's sanitary sewer system for the above-described property, said system otherwise being available only to properties within the City of Montclair corporate limits; and

WHEREAS, Owner desires to annex to the City of Montclair; and

WHEREAS, the City is willing to consent to the connection of said property to the sewer main only on the condition that the property be annexed to the City at the earliest possible time; and

WHEREAS, the City intends to pursue annexation of Owner's property plus other property, but said annexation will cause delay, which would create a substantial hardship for Owner of said property; and

WHEREAS, the agreements, conditions, and covenants contained herein are made for the direct benefit of the land subject to this Agreement and described herein and shall create an equitable servitude upon the land and operate as a covenant running with the land for the benefit of the Owner of the land and his heirs, successors, and assigns.

NOW THEREFORE, the parties do agree as follows:

1. Owner does hereby give irrevocable consent to annex to the City of Montclair at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent prepared by the City, and submitting any evidence reasonably within the control of the Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of the Owner to institute any litigation of judicial proceeding whatsoever to force annexation to the City.

2. The City of Montclair does hereby agree to authorize the connection of said property, proposed to be developed on Owner's property, to a sewer main extension proposed to be constructed in Pipeline Avenue. Said connection to the sewer main shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

3. Owner agrees to pay such annexation fees and costs, and other municipal charges as would ordinarily be charged in the annexation of property to the City. Said fees shall be payable when the same becomes due and payable. (In some circumstances, these fees may be borne by the City.)

4. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the sewer, and Owner agrees to be bound by all City ordinances, rules, and regulations with respect to the sewer system. Owner agrees to pay monthly sewer charges beginning on the date this agreement is approved by the City Council.

5. This agreement shall be recorded with the Office of the Recorder of the County of San Bernardino.

6. Owner shall install any and all future improvements upon said property to the City's standards, except that the County standard(s) shall apply when more restrictive than the City standard(s).

7. Owner shall execute this agreement on behalf of himself, his heirs, successors, and assigns, and said agreement shall be irrevocable without the prior written consent of both parties hereto.

8. The benefit to the subject property shall inure to the benefit of subsequent owners; their heirs, successors, and assigns; and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.

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

CITY:

CITY OF MONTCLAIR, CALIFORNIA

OWNER:

BABUBA CORPORATION

Paul M. Eaton
Mayor

Vaishaliben R. Patel
Chief Executive Officer/Secretary

ATTEST:

Bhavi V. Patel
Chief Financial Officer

Yvonne L. Smith
Deputy City Clerk

Date

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

AGENDA REPORT

SUBJECT: CONSIDER AMENDING THE FISCAL YEARS 2009-2013 CAPITAL IMPROVEMENT PROGRAM BY ADDING THE RAMONA AVENUE REHABILITATION PROJECT

CONSIDER AUTHORIZATION OF A \$590,000 APPROPRIATION FROM THE GAS TAX FUND FOR THE RAMONA AVENUE REHABILITATION PROJECT

CONSIDER AUTHORIZATION OF A \$10,000 APPROPRIATION FROM THE SEWER FUND FOR REPAIRS TO THE HOWARD STREET SEWER AT RAMONA AVENUE

CONSIDER AWARD OF CONTRACT FOR THE RAMONA AVENUE REHABILITATION PROJECT TO KAD PAVING COMPANY IN THE AMOUNT OF \$531,645

CONSIDER APPROVAL OF AGREEMENT NO. 13-23 WITH KAD PAVING COMPANY FOR CONSTRUCTION OF THE RAMONA AVENUE REHABILITATION PROJECT

CONSIDER AUTHORIZATION OF A \$55,000 CONSTRUCTION CONTINGENCY

DATE: April 1, 2013

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: STA650

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Awards of contracts and agreements with the City require City Council approval.

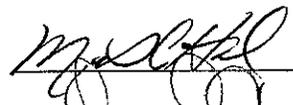
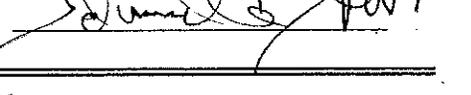
BACKGROUND: The Ramona Avenue Rehabilitation Project is intended to remove and replace uplifted curb, gutter, and sidewalk; grind and overlay Ramona Avenue; install a new landscape irrigation system; plant trees and creeping fig along an existing block wall; and repair a sewer mainline offset in the Howard Street sewer main.

On Thursday, February 28, 2013, the Deputy City Clerk received and opened 12 bid proposals for construction of the Ramona Avenue Rehabilitation Project. The bid results are shown on the following page. The 12 bid proposals were reviewed for completeness and accuracy. The bid proposal of the apparent low bidder, KAD Paving Company, was missing minor information pertaining to work history and the company's experience with construction of pervious concrete. Following a request for the information and a quick response from KAD Paving Company, the information was provided and the matter is deemed as a minor irregularity.

Prepared by: 
Proofed by: 

Reviewed and
Approved by:

Presented by:

Staff received one letter of protest with respect to the apparent low bidder's proposal. The protest letter came from the second low bidder, Bannaoun Constructors Corp. Bannaoun Constructors Corp. alleged that KAD Paving Company's bid was missing required documents related to work history and failed to include all the subcontractors required to perform the work. With respect to the work history, the information was subsequently submitted to the City and was deemed to be acceptable. The fact that it was not included with the bid documents was deemed a minor irregularity and did not give the low bidder any advantage over bidders that did submit the information with their bids.

As to the allegation that the low bidder failed to include all the subcontractors required to perform the work, the statement is not so much fact as it is the protester's opinion. The Public Contract Code requires general contractors bidding public works projects to list any subcontractors to be used on the job. Failure to list one or more subcontractors means that bidder will self perform all those items of work. KAD Paving Company listed one subcontractor, Chrisp Company, for pavement striping and legends. With no other subcontractors having been listed, it is presumed and mandated by the Public Contract Code that KAD Paving Company will self perform all other items of work. That, in fact, has been verified by KAD Paving Company.

KAD Paving Company is deemed the lowest responsible, responsive bidder for the project. KAD Paving Company has performed work for the City in the past and is known to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

<i>Bidder</i>	<i>Bid Amount</i>
KAD Paving Corp.	\$531,645.00
Bannaoun Engineering Constructors Corp.	\$534,420.00
Gentry Brothers, Inc.	\$549,999.00
Sequel Contractors, Inc.	\$585,340.00
Engineer's Estimate	\$590,000.00
Silvia Construction, Inc.	\$591,847.00
R.J. Noble Company	\$598,420.00
Hillcrest Contracting, Inc.	\$605,555.00
Sully-Miller Contracting Co.	\$612,459.00
All American Asphalt	\$613,000.00
Palp Inc. dba Excel Paving Company	\$614,362.00
Laird Construction Co., Inc.	\$754,290.00
KASA Construction	\$749,647.50

The subject project was originally intended to be part of the Fiscal Year 2013/2014 Capital Improvement Program (CIP). The CIP has been found by the Planning Commission to be consistent with the City's General Plan and has been reviewed and recommended for approval by the City's Public Works Committee. Rather than wait for the entire CIP to be approved by the City Council as part of the budget process for next fiscal year, it is recommended the the project be constructed now.

FISCAL IMPACT: The City Council entered into Agreement No. 13-15 on February 4, 2013, with the County of San Bernardino for a joint rehabilitation project of Ramona Avenue between Mission Boulevard and Phillips Street. A portion of the project limits is within the unincorporated area of San Bernardino County. The Agreement included cost

estimates for each party, with the City's portion estimated at \$557,500 and the County's portion estimated at \$32,500. The total project cost estimate was \$590,000. The Agreement also included contingencies in the event the low bid was higher than the estimates. Based on the actual low bid submitted by KAD Paving Company, the City's portion of the work is \$499,695; the County's portion of the work is \$31,950.

Funding for most of this work will come from the Gas Tax Fund. The repair of the Howard Street sewer line will be funded by the Sewer Fund. Upon completion of the project, a reimbursement request will be submitted to the County of San Bernardino.

RECOMMENDATION: Staff recommends the City Council take the following actions related to the Ramona Avenue Rehabilitation Project:

1. Amend the Fiscal Years 2009-2013 Capital Improvement Program by adding the Ramona Avenue Rehabilitation Project.
2. Authorize a \$590,000 appropriation from the Gas Tax Fund for the project.
3. Authorize a \$10,000 appropriation from the Sewer Fund for repairs to the Howard Street sewer at Ramona Avenue.
4. Award a contract to KAD Paving Company in the amount of \$531,645 for construction of the project.
5. Approve Agreement No. 13-23 with KAD Paving Company for the project.
6. Authorize a \$55,000 construction contingency.

AGREEMENT NO. 13-23

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

A. Recitals.

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

RAMONA AVENUE REHABILITATION PROJECT

"PROJECT" hereinafter.

B. Resolution.

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

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.

3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the

completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

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

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

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

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

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

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

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

- (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
 - (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.
- d. Each such policy of insurance provided for in paragraph b. shall:
- (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;
 - (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
 - (4) Contain a clause substantially in the following words:

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

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

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

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

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

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

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

8. **CONTRACT PRICE AND PAYMENT:** CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **February 28, 2013**.

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

10. HUD FEDERAL LABOR STANDARDS: Labor Standards (HUD form 4010) apply to this project and are attached."

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

CONTRACTOR:

CITY:

KAD PAVING COMPANY
32147 Dunlap Boulevard, Suite K
Yucaipa, CA 92399

CITY OF MONTCLAIR, CALIFORNIA

By: _____
Name

Paul M. Eaton
Mayor

Title

ATTEST:

By: _____
Name

Yvonne L. Smith
Deputy City Clerk

Title

By: _____
Name

Title

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-24 WITH ALL CITY MANAGEMENT SERVICES, INC., FOR SCHOOL CROSSING GUARD SERVICES	DATE: April 1, 2013 SECTION: AGREEMENTS ITEM NO.: 3 FILE I.D.: EEP050 DEPT.: POLICE
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-24 with All City Management Services, Inc., for school crossing guard services.

A copy of proposed Agreement No. 13-24 is attached for the City Council's review and consideration.

BACKGROUND: All City Management Services, Inc., has been providing school crossing guard services for the City since November 1998 and has notified Police Department staff that its hourly rate for crossing guard services will increase by 2.5 percent for Fiscal Year 2013-14. The adjustment would increase the current hourly rate by \$.36, resulting in an hourly billing rate of \$14.61.

The rate increase would allow All City Management Services, Inc., to effectively compete against other part-time employment for recruitment and retention of crossing guards.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 13-24, \$115,000 would be allocated in the Police Department Fiscal Year 2013-14 Budget for crossing guard services.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-24 with All City Management Services, Inc., for school crossing guard services.

Prepared by:



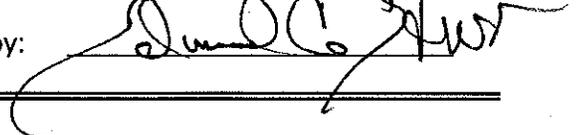
Proofed by:



Reviewed and
Approved by:



Presented by:



AGREEMENT NO. 13-24

AN AGREEMENT AMENDING AGREEMENT NO. 98-73 AND SUPERSEDING ANY SUBSEQUENT AMENDMENTS OF SUCH AGREEMENT BETWEEN ALL CITY MANAGEMENT SERVICES, INC., AND THE CITY OF MONTCLAIR FOR CROSSING GUARD SERVICES

The CITY OF MONTCLAIR, hereinafter referred to as "CITY," and ALL CITY MANAGEMENT SERVICES, INC., located at 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, California 90670, hereinafter referred to as "CONTRACTOR," mutually agree to amend Agreement No. 98-73 and supersede any subsequent amendments of such Agreement as follows:

1. Item No. 1 The term of this Agreement shall be from July 1, 2013, through June 30, 2014.
2. Item No. 17 The CITY agrees to pay CONTRACTOR the sum of Fourteen Dollars and Sixty-One Cents (\$14.61) per hour for each hour of crossing guard service provided pursuant to this Agreement.
3. Except as provided for herein, all other terms and conditions of Agreement No. 98-73 shall remain in full force and effect.

CITY OF MONTCLAIR

ALL CITY MANAGEMENT SERVICES, INC.

Paul M. Eaton
Mayor

Baron Farwell
General Manager

Date _____

Date _____

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Date _____

AGENDA REPORT

SUBJECT: CONSIDER TERMINATION OF AGREEMENT NO. 12-13 WITH TEAMAN, RAMIREZ & SMITH, INC., AND APPROVAL OF AGREEMENT NO. 13-26 WITH VAN LANT & FANKHANEL, LLP	DATE: April 1, 2013 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: FIN100 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: Personnel of our current auditing firm, Teaman, Ramirez & Smith, Inc., have left that organization and formed a new public accounting firm. To provide continuity and continue services, staff recommends the City Council consider canceling the City's Agreement No. 12-13 with Teaman, Ramirez & Smith, Inc., and consequently approving Agreement No. 13-26 with Van Lant & Fankhanel, LLP.

Copies of proposed Agreement No. 13-26 are included in the agenda packets for the City Council's review and consideration.

BACKGROUND: Based upon a request for proposals process, the firm of Teaman, Ramirez & Smith, Inc., was engaged on March 5, 2012, to provide independent financial auditing and report-preparation services for the City. Mr. Greg Fankhanel, the engagement partner, and Mr. Brett Van Lant, the firm's senior personnel, provided services for Fiscal Years 2010-11 and 2011-12. Services provided were in accordance with the firm's agreement with the City of Montclair; also performed were multiple agreed-upon procedural reviews for the City of Montclair as Successor Agency for the City of Montclair Redevelopment Agency (Successor Agency), meeting all deadlines of the California Department of Finance. The work performed was done in a timely and professional manner.

Recently, Mr. Fankhanel and Mr. Van Lant left the firm of Teaman, Ramirez & Smith, Inc., and formed the public accounting firm of Van Lant & Fankhanel, LLP. These two individuals principally handled the governmental auditing practice at Teaman, Ramirez & Smith's, Inc., and that firm's experience and capabilities have been reduced since their departure. These individuals have been directly involved with the City of Montclair's personnel and its operations; therefore, it would be beneficial to continue with the new firm.

To provide for this continuance, the firm of Van Lant & Fankhanel, LLP, has submitted a proposal to provide financial auditing and report preparation services on the same basis as that of the prior firm. A copy of that proposal is attached to proposed Agreement No. 13-26.

Section 17 of Agreement No. 12-13 with Teaman, Ramirez & Smith, Inc., indicates the personal nature of services to be provided and specifies that services are to be rendered

Prepared by: *Donald L Parker*
Proofed by: *Gronne R Smith*

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

by Mr. Greg Fankhanel. The Agreement specifies that should he leave Consultant's employ, the City shall have the option to immediately terminate the Agreement. That having occurred, staff recommends Agreement No. 12-13 be terminated.

FISCAL IMPACT: The proposal submitted by Van Lant & Fankhanel, LLP, is consistent with the pricing present in the prior Agreement with Teaman, Ramirez & Smith, Inc., and even provides a small reduction in the pricing. There would not, ergo, be a financial impact on the City of Montclair's General Fund or other operating funds as a result of changes to these services.

RECOMMENDATION: Staff recommends the City Council approve termination of Agreement No. 12-13 with Teaman, Ramirez & Smith, Inc., and approve Agreement No. 13-26 with Van Lant & Fankhanel, LLP, for auditing and report-preparation services.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

Annual Audit Services

THIS AGREEMENT is made and effective as of April 1, 2013 between the City of Montclair, a municipal corporation ("City") and Van Lant & Fankhanel, LLP a California Partnership ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on April 1, 2013 and shall remain and continue in effect for a period of 48 months until tasks described herein are completed, but in no event later than April 1, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

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

\$166,400 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

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

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

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

10. INSURANCE

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

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

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

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

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

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

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect,

in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

16. NOTICES

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

addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

Donald L. Parker, CPA, Finance Director
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant:

Greg Fankhanel, CPA
Van Lant & Fankhanel, LLP
25901 Kellogg Street
Loma Linda, CA 92354

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

22. CONFIDENTIALITY

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

23. DISCRIMINATION

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

CONSULTANT

By: Greg Frankham
(Title) Partner

By: Brian Whit
(Title) Partner



March 18, 2013

Don Parker, Finance Director
 City of Montclair
 5111 Benito Street
 Montclair, CA 91763

We are pleased to confirm our understanding of the services we are to provide the City of Montclair for the year ending June 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Montclair as of and for the year ended June 30, 2013. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Montclair's basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Montclair's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis

Budgetary Comparison Schedules

Schedule of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Montclair's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Van Lant & Fankhanel, LLP
 25901 Kellogg Street
 Loma Linda, CA 92354

909.856.6879

Schedule of Expenditures of Federal Awards

Combining Statements

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

We will also provide a report on agreed upon procedures performed on the City's calculation of its annual appropriations limit as required by Article XIII B of the California State Constitution. We will perform the procedures in the Article XIII B Appropriations Limit Uniform Guidelines as published by the League of California Cities. This report will include a statement that the report is intended solely for the information and use of management, City Council and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with the preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and

related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Montclair and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during interim fieldwork. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present certain supplementary information with the audited financial statements or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from

(1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Montclair's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the

applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City of Montclair's major programs. The purpose of these procedures will be to express an opinion on the City of Montclair's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Van Lant & Fankhanel, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal cognizant and grantor agencies, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our firm. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. In such cases, Van Lant & Fankhanel, LLP is not responsible for the distribution of the copies or information contained therein.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant and grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in May of 2013 and to issue our reports no later than December of 2013. Our fee for these services will be as follows:

Service	2012/13	2013/14	2014/15	2015/16
City Audit, including Appropriations Limit AUP	\$ 35,400	\$ 35,400	\$ 36,400	\$ 36,400
State Controller's Report	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100
Single Audit	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600
TOTAL	\$ 41,100	\$ 41,100	\$ 42,100	\$ 42,100

The above fees include audit of the new Successor Agency Fiduciary Fund within the City's financial statements, but not an audit of separate financial statements for the Successor Agency. The above fees for

Single Audit are based on the assumption there will be one major program in accordance with OMB Circular A-133.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. We appreciate the opportunity to be of service to the City of Montclair and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

VAN LANT & FANKHANEL, LLP

Greg W. Fankhanel
Certified Public Accountant

Response:

This letter correctly sets forth the understanding of the City of Montclair.

By: _____

Title: _____

Date: _____

EXHIBIT B

Schedule of Payment:

As work progresses City agrees to pay Consultant monthly for actual time spent on the various engagements priced out utilizing the hours performed by the various professional staff working on such engagements.

EXHIBIT C

Request for Proposal was issued for auditing and report preparation services on January 9, 2012 and was due January 31, 2012. A copy of that RFP follows. The firm of Teaman, Ramirez & Smith was the successful proposer on that RFP. The proposal contained in Exhibit D was submitted by Mr. Greg Fankhanel a partner in that organization and Agreement No. 12-13 was entered into to provide for those services. Mr. Fankhanel has left that firm and this agreement continues the services, under the same requirements as specified in the City of Montclair's original RFP with Mr. Fankhanel's new firm of Van Lant & Fankhanel, LLP.

CITY OF MONTCLAIR, CALIFORNIA

REQUEST FOR PROPOSAL

AUDIT AND REPORT PREPARATION SERVICES

DUE DATE:

JANUARY 31, 2012, 5:00 P.M.

CITY OF MONTCLAIR REQUEST FOR PROPOSAL FOR AUDIT SERVICES

A. INTRODUCTION

The City of Montclair (City) and its Redevelopment Agency (Agency) are requesting proposals from qualified firms for audit services for the fiscal years ending June 30, 2011 for the City of Montclair and June 30, 2012 through June 30, 2014 for both the City and Agency, with the option of extending the engagement for an additional two years or more. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments.

Proposals due by:

Tuesday, January 31, 2012
5 p.m. at Montclair City Hall, hand delivered

Attn: Mr. Michael Piotrowski, Senior Accountant
City of Montclair
5111 Benito Street
Montclair, CA 91763

Or

Tuesday, January 31, 2012
5 p.m. at Montclair City Hall, U.S. Mail

Attn: Mr. Michael Piotrowski, Senior Accountant
City of Montclair
5111 Benito Street
Montclair, CA 91763

Description of City

The City of Montclair was incorporated in April 25, 1956 and it is located in San Bernardino County. It is a full-service City with its own Police and Fire Departments. It does utility billing for sewer services but water service is not provided by the City. Component units applicable to the City include its redevelopment agency and housing authority. From the 2010 census its population is 36,664.

B. SCOPE OF WORK TO BE PERFORMED

The City desires the external auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

The City combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation to" report on the supporting schedules based on auditing procedures applied during the audit of general-purpose financial statements and the combining and individual fund financial statements schedules.

The City of Montclair has not participated in the GFOA Financial Reporting Awards.

The respondent will also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The respondent will provide opinions as to the compliance with the Federal Single Audit Act and OMB Circular A-133. The respondent is not required to audit the Schedule of Expenditures of Federal Awards. However, the respondent is to provide an "in-relation-to" report on the schedule based on the auditing procedures applied during the audit of the financial statements.

C. AUDITING STANDARDS TO BE FOLLOWED

To meet the requirements of this request for proposal, the audit shall be performed in accordance with:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA),
- Standards for financial audits set forth in the U.S. Government Accountability Office's Government Auditing Standards ("Yellow Book"),
- Provisions of the Single Audit Act,
- Provisions of U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
- Applicable State of California audit guidelines.

D. REQUIRED REPORTING

- **General Purpose Financial Statements** are to be prepared by the auditing firm, to be issued on the fair presentation of the financial statements in conformity with generally accepted accounting principles. The issuance of these **financial statements will be no later than December 31st** following the end of each fiscal year. For the year ended June 30, 2011, it is recognized that presently that date cannot be accomplished therefore a mutually agreeable issuance date shall be negotiated with the successful bidder. The audit firm will provide 15 bound copies.
- **Annual Financial Transactions Report of the State Controller's Office (State Controller's Report)** for the City is to be prepared by the auditing firm from preliminary financial information of the City and is to be **electronically filed with the State Controller's Office at least one week prior to the Controller's Office's prescribed filing requirements**. A copy of that report, either on paper or in an electronic format along with the generated cover page for signature and mailing will be provided to the City.
- **Single Audit Report** will include a City prepared Schedule of Expenditures of Federal Awards. The issuance of the **Single Audit will be no later than January 31st** following the end of each fiscal year. Again, for the year ended June 30, 2011, it is recognized that presently that date cannot be accomplished therefore a mutually agreeable date shall be negotiated with the successful bidder. The audit firm will provide 10 bound copies of the Single Audit report with independent opinions as to the compliance with the Federal Single Audit Act and OMB Circular A-133. When applicable, the respondents will provide independent opinions as to the compliance with State granting agencies.
- **Basic Component Unit Financial Statements of the Agency** are to be prepared by the auditing firm. The auditing firm will be responsible for reviewing and expressing an opinion on the basic financial statements for the Agency. The issuance of the **Redevelopment Audit will be no later than December 1st** following the end of each fiscal year. The audit firm will provide 20 bound copies.
- **Annual Financial Transactions Report of the State Controller's Office (State Controller's Report)** for the Agency is to be prepared by the auditing firm from the Component Unit Financial Statement and is to be **electronically filed with the State Controller's Office by December 1st** following the end of each fiscal year. A copy of that report, either on paper or in an electronic format along with the generated cover page for signature and mailing will be provided to the Agency.
- **Agreed-upon Procedures Applied to the Appropriations Limitation** prescribed by Article XIII-B of the California Constitution. The Independent Accountant's Report on Agreed-upon procedures will follow the League of California Cities publication entitled *Article XIII B Appropriation Limitation Uniform Guidelines* and the recommendations of the California Committee on Municipal Accounting White Paper covering the same subject matter. The audit firm will provide 10 copies of the report by December 15th following the end of the each fiscal year.

- **Management Letter** will be prepared by the audit firm that communicates any observations for improvements in the City's financial operations and any deficiencies in internal controls that need to be addressed by the City. The audit firm will provide 10 copies of the letter by December 1st following the end of each fiscal year.

In addition to the number of bound reports noted above, the audit firm will provide one unbound copy and a pdf copy of each report.

E. AUDIT ASSISTANCE

The Finance Department staff and responsible management personnel will be available during the audit to assist the auditors by providing information, documentation and explanations. The auditors will be expected to coordinate their services with the Finance Department and should endeavor to accomplish the audit on a phased basis throughout the year to reduce the year-end workload on the City's staff.

F. INFORMATION REQUESTED FROM THE PROPOSING FIRMS

The City will accept proposals from firms in a two step process. Proposing firms are asked to submit their proposals in two separate sealed envelopes: the main proposal highlighting their technical and qualitative abilities and the second envelope with their pricing for the deliverables and hourly rates for additional work. The City will screen the "technical proposals" for the purpose of inviting firm(s) to proposal interviews. The City will only open the pricing of the top three rated firms from the proposal screening. Proposals and unopened pricing envelopes will be kept by the City until a contract is signed with the selected firm.

G. TECHNICAL PROPOSAL

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below:

1. Title Page

Show the RFP subject, the name of the proposing firm, local address, telephone number, name of contact person and date.

2. Table of Contents

Clearly identify the material by section and page number.

3. Letter of Transmittal (limit to one page)

- a. Briefly state the understanding of the work to be done and make a positive commitment to perform the work within the time period.

- b. Give the names of the persons who will be authorized to make representations for the proposing firm, their titles, addresses and telephone numbers.

4. Profiles of the Proposing firm

- a. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other staff employed at the office.
- b. Describe the range of activities performed by the local office such as: audit, accounting, tax service or management services.
- c. Describe the local office's technical and computer capability.
- d. Describe the firm's participation in the "Peer Review" program. Provide the date and extent of the local office's last participation. Please provide a copy of opinion of Peer Review inspection.

5. Summary of Proposal's Qualifications (in addition to minimum qualifications).

- a. Identify the partners, managers, supervisors and seniors who may work on the audit, including staff from other offices.
- b. **Please specify whether anyone listed is licensed as a CPA with the ability to attest an opinion on an audit.**
- c. For each person at the supervisory level or higher, please include their resumes as an appendix.
- d. Describe recent auditing experience similar to the type of audit requested. Specifically, address experience related to the audit of:
 - Municipalities complying with OMB Circular A-133.
 - Describe the engagement team experience and capabilities to assist government bond reporting requirements.
 - Describe the professional activities of your firm or of the staff members who support your commitment to governmental accounting.
 - Describe any regulatory action taken against your firm, local office, or any partners at the submitting office.

6. List of references

- a. Give names, addresses and telephone numbers of five current municipal audit clients served by your local office.
- b. Include the type of services performed, dates and length of service for each.

7. Schedule of audit hours needed to accomplish the reports indicated in this RFP.

- a. Clearly describe the position and hours of each participating member of the team to accomplish the first year of the services and the second year of the services.
- b. We understand the number of hours for a first year audit firm will be higher than the hours for subsequent years.
- c. The second year of hours should be indicative of the amount of time to be dedicated exclusive of the accumulation of the systems and permanent audit files.

F. PRICING PROPOSAL

The Pricing Proposal must be submitted in a separate envelope. **Only one copy is necessary.**
 The Pricing Proposal will be comprised of three components:

1. Cover or transmittal page specifying that the proposing firm will honor the prices for 90 days from the submittal deadline and who at the firm is authorized to negotiate the prices and contract provisions on behalf of the firm.
2. A pricing schedule as formatted similar to the one noted below indicating the prices for each component of the service by year.
3. Schedule of hourly rates for all firm positions for services extra ordinary to the scope of the proposal. Rates should be specified by position and by year. The City does not contemplate any additional services at this time, but such services could include tax research, agreed upon procedure audits, etc.

Pricing schedule will include all other expenses, including travel, typing, clerical and printing costs as the total audit fee. The proposal must be on a fixed fee basis inclusive of all expenses and allocated as follows:

Fiscal Year ending:	<u>2011*</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	Option Year <u>2015</u>	Option Year <u>2016</u>
City General Purpose Financial Statements						
City - State Controller's Report	N/A					
Redevelopment Agency Component Unit Financials	N/A					
Redevelopment Agency - State Controller's Report	N/A					
Single Audit Assuming one major program						
Appropriations Limitation Agreed-Upon Procedures Report						
Total by Year						

* The City Controller's Report and the Agency audit for year ended June 30, 2011 have been done by the prior auditors to meet compliance requirement. Therefore the Agency Audit and its State Controller's Report for 2011 are not part of this RFP.

Include a schedule of hourly rates for all positions including support staff to be used as a basis for costs that are extra ordinary to the scope of the proposal. Hourly rates beyond the first year may be indicated by the use of a fixed escalator (i.e. 3% or 4% per year). Please specify the percentage escalator utilized. Please do not use escalators that are not known at this time.

Right to re-negotiate prices:

The City maintains the right to re-negotiate the prices with the selected firm before entering into a contract for services. If submitted prices are comparable to the other pricing envelopes opened from the top firms, the prices submitted will most likely be used for the contract.

G. EVALUATION OF PROPOSALS

Proposals will be evaluated by the Audit Proposal Committee to ascertain which proposing firm best meets the need of the City. Factors to be considered are:

1. The proposal's responsiveness in clearly stating the understanding of the work to be performed.
2. The firm's indication of its ability to meet the timeframes for completing the indicated reports.
3. The reasonableness of hours and level of staff dedicated to complete the audit services as indicated by the schedule of audit hours.
4. The firms' technical support, firm size and structure.
5. The audit team's experience and professional activities and independence.

All proposals will be evaluated by first using the criteria of factors 1 through 5. After the top firms have been selected using this criteria, the City may invite up to three firms for proposal interviews. Oral interviews may be arranged anytime during the selection process to assist in making the final decision.

After inviting the top firm(s) to proposal interviews, the City will set up an evaluation panel to conduct the interviews. The City will also open the pricing envelopes of the top three screened technical proposals. The pricing will be summarized for the evaluation panel. Copies of the proposals of the firms to be interviewed will be provided to the evaluation panel along with the results of the screenings.

The City reserves the right to select a firm on any combination of price, experience in auditing governmental agencies, references and other features that are deemed to be in the best interests of the City. All factors will be considered in the selection process.

H. ADDITIONAL INFORMATION AND CONTACT

1. The submission of a proposal shall be prima face evidence that the proposing firm has full knowledge of the scope, nature, quantity and quality of work to be performed.
2. The City will not be liable for any costs not included in the proposal and subsequent contracted-for costs.
3. The City reserves the right to conduct personal interviews of any or all proposing firms prior to the award of contract.
4. The City reserves the right to negotiate the final prices for the services with the top selected firm and the right to negotiate with any firm that submits a proposal that meets the requirements of the City and is submitted within the prescribed deadlines.
5. The City reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in the procedures.
6. The contracting firm shall make itself available to the City Council and management to answer questions related to audit findings.
7. Compensation for the conduct of audit service will be paid upon submission of progress billings and of a final billing, along with the required reports. The City reserves the right to impose monetary penalties for late submissions of the required report. Such penalties, if any, will be negotiated with the final firm and documented in the contract for services.
8. The successful proposing firm will be required to sign the standard City Professional Services Agreement, including meeting the City's minimum insurance requirements of:
 - a. Comprehensive general liability insurance policy in the amount of \$1,000,000 per occurrence for death, bodily injury, personal injury or property damage.
 - b. Automobile liability (owned, non-owned and hired vehicles) insurance policy in the amount of \$1,000,000 per occurrence.
 - c. Professional liability insurance policy in the amount of \$1,000,000 to cover any claims arising out of the audit firm's performance of services.
9. City staff requests that, once proposals have been submitted, no unsolicited contact and/or discussions concerning these proposals be made prior to the evaluation of all proposals.
10. The total audit staffing should be at a level sufficient to complete the audit in the time scheduled and specified in the RFP. In addition, the audit staff should remain constant through each year's audit process. At least one supervisory staff member from the prior year's audit is to be a member of the subsequent year's audit team.

Contact With The City

The City contact person for additional information and requests is Mr. Michael Piotrowski, Senior Accountant. Requests for copies of previous audit reports and additional information should be done via email only to mpiotrowski@cityofmontclair.org. Please no phone calls for questions regarding the City or the RFP.

EXHIBIT D

Proposal to RFP from Teaman, Ramirez & Smith, Inc., Mr. G. Fankhanel in connection with RFP for Auditing and Report Preparation Services.

CITY OF MONTCLAIR
PROPOSAL TO PERFORM ANNUAL AUDITS

January 31, 2012

Proposal to Perform Annual Audits for the

City of Montclair

Submitted by:



Contact – Greg Fankhanel, CPA, CFE
Alternate Contact – Richard A. Teaman, CPA
4201 Brockton Avenue, Suite 100
Riverside, California 92501
Telephone No: (951) 274-9500
E-mail: gfankhanel@trscpas.com

January 31, 2012

TABLE OF CONTENTS

	<u>Page Number</u>
Letter of Transmittal	1
Firm Profile	2
License and Independence	2
Participation in Peer Review Program	2
Range of Activities	3
Audit Staff Technical Qualifications and Experience	3
Current Municipal Audit Clients and References	4 - 7
Single Audits	7
GFOA Award Programs for Financial Statements	7
Audit Approach	8 - 9
Scope of Services	9
Appendix A - Peer Review Report	10 - 11
Appendix B - Audit Team Resumes	12 - 17

January 31, 2012

Mr. Michael Piotrowski, Senior Accountant
City of Montclair
5111 Benito Street
Montclair, California 91763

Thank you for inviting Teaman, Ramirez & Smith, Inc. to submit our proposal to perform professional services for the City of Montclair (the "City"). We hope this proposal conveys our strong desire and qualifications to fulfill your requirements. We understand this proposal is to audit the City's financial statements for the fiscal years ending June 30, 2011 through 2014, with the option of extending the engagement for an additional two years. This proposal is also to audit the Redevelopment Agency's financial statements for the fiscal years ending June 30, 2012 through 2014, if necessary.

Teaman, Ramirez & Smith, Inc. is well qualified to provide these services for the following major reasons:

- 1) Commitment to deliver quality audit reports on time so requirements of the City can be met in a timely manner.
- 2) Significant Partner level involvement throughout the audit process, including fieldwork. Based on our experience, efficient and effective audits can only be attained through significant Partner and Manager level involvement.
- 3) Local CPA firm responsiveness and attentiveness. We are proactive in helping clients achieve a high level of financial reporting, including the implementation of new accounting pronouncements.
- 4) Thorough understanding of the reporting requirements of the City.

We will provide an audit team to perform the audit at the City with a strong background in governmental accounting and auditing. Our audit team will be readily available all year to serve the City. Also, our proposed team will be committed to providing excellent service and quality reports within the time frame necessary for the City to meet its requirements. Should you have any questions regarding our proposal or desire additional information, please call Greg Fankhanel, Partner, or Rich Teaman, Partner, at (951) 274-9500. Our address is 4201 Brockton Avenue, Suite 100, Riverside, CA, 92501.

Respectfully submitted,



Greg Fankhanel, CPA, CFE

CITY OF MONTCLAIR

Firm Profile

Teaman, Ramirez & Smith, Inc., founded in approximately 1929, has specialized in auditing governmental agencies in excess of seventy years. The firm's two audit partners have over 45 years of combined experience auditing California governments, including many cities. The firm is a local firm based in Riverside, California and totals thirty-five people, including 4 partners. The government audit staff consists of ten members who devote approximately 80% of their time to government audits. Our goal is to maintain continuity of staff throughout the audit contract. The audit for the City will be conducted by the following full-time audit staff:

- 1 - Municipal Audit Partner
- 2 - Municipal Audit Managers
- 1 - Municipal Senior Accountant
- 1 - Municipal Staff Accountant

License and Independence

Our firm, all partners and assigned key professional staff are licensed by the California State Board of Accountancy to practice in the State of California. Our firm is independent of the City of Montclair and its component units in accordance with generally accepted auditing standards as promulgated by Rule 101 of the American Institute of Certified Public Accountants Code of Professional Ethics, generally accepted government auditing standards promulgated by the U.S. General Accounting Office (GAO), and the rules of the California State Board of Accountancy and Accounting Oversight Board.

We will provide the City with written notice of any professional relationships entered into during the period of our engagement that may impair our independence.

Participation in Peer Review Program

Our firm underwent peer reviews by the American Institute of Certified Public Accountants in July 1990, August 1993, June 1996, July 1999, June 2002, June 2005, August 2008, and July 2011; and the State Controller's Office in August 1990 and received unqualified opinions on each review, which included reviews of specific government engagements. There have been no disciplinary or regulatory actions taken against our firm. A copy of our most recent peer review report is included in Appendix A. Our latest peer review, performed in July 2011, has not yet been finalized. However, the draft report has indicated there are no significant findings.

CITY OF MONTCLAIR

Range of Activities

The firm's range of activities, besides municipal audits, includes commercial audits, reviews, compilations, fraud examinations, financial services, all types of tax returns and tax planning, accounting systems assistance, payroll services, and management advisory services. Our firm has advised many local governments on various issues, including the implementation of new accounting pronouncements, along with a variety of other services, including the following:

- Audit of contract refuse hauler companies seeking rate increases.
- Special gross receipts audits for compliance with City business license tax.
- Special audits of motels and hotels for compliance with payment of transient occupancy tax.
- Assistance with payroll tax related matters.
- Assistance with recording activities resulting from the issuance of bonds.
- Agreed-upon procedures engagements relating to golf course receipts and contracted vendors.
- Preparation of appropriations limit resolutions and documentation relative to Government Code Section 7902 (a) and 7910.
- Preparation of street reports, and RDA statement of indebtedness reports, various State Controller's Reports.
- Internal Control evaluations and recommendations, assistance with fraud prevention programs.

Audit Staff Technical Qualifications and Experience

We plan to provide continuity of audit staff from year to year, which is in the best interest of the City and is most efficient from our firm's perspective. Additionally, the audit partner assigned to this engagement is a working partner and therefore will be involved with much of the engagement each year, including fieldwork. It should be noted that the partner in charge of this engagement will be supervising staff throughout the audit process, including fieldwork.

The audit staff are highly trained government auditors. While staff training is a continual process, because of our high level of audit supervision, we avoid putting our clients in a position of having to "train" the auditors. All audit staff are required to complete at least 80 hours of continuing education every 2 years, with a majority of these hours relating specifically to government accounting and auditing subjects. Continuing education requirements are met through classes put on by professional organizations, such as the CSCPA, GFOA, the AICPA, along with an intensive in-house training program devoted to government accounting and auditing subjects.

Resumes for the key individuals serving your City are included at **Appendix B**.

CITY OF MONTCLAIR

Current Municipal Audit Clients and References

The City of Montclair understandably desires that its auditors have proven experience, in-depth knowledge and technical expertise in dealing with the unique issues facing governmental entities. Our practice has been active in the audit of governmental entities for over 70 years.

The following is a list of current municipal audit clients:

Current Municipal Audit Clients

Town of Apple Valley*
City of Blythe*
City of Buena Park*
Carpinteria Sanitary District
Central Basin Municipal Water District*
Channel Islands Beach Community Services District
Citrus Pest Control District
City of Capitola*
City of Desert Hot Springs*
City of Eastvale
East Valley Water District
Fern Valley Water District
City of Hemet*
Lee Lake Water District
Mammoth Community Water District
March Joint Powers Authority*
March Joint Powers Redevelopment Agency
Mojave Desert and Mountain Integrated Waste Management Authority
City of Moorpark*
City of Murrieta*
Newhall County Water District
City of Perris
Riverside County Economic Development Agency
Riverside County Flood Control and Water Conservation District
Running Springs Water District
City of Santa Paula*
City of Santee*
City of South El Monte*
Southern Coachella Valley Community Services District
City of Tehachapi*
Tehachapi-Cummings County Water District

CITY OF MONTCLAIR

City of Twentynine Palms
Twentynine Palms Water District
Valley Sanitary District
Victor Valley Economic Development Authority
City of Yucaipa*

*Single Audit Procedures Performed (in accordance with OMB Circular A-133)

The following are current audit client references for which similar services have been provided:

1) Town of Apple Valley

Client Contact: Marc Puckett, Finance Director
14955 Dale Evans Parkway
Apple Valley, CA 92307
(760) 240-7700

Engagement Partner: Greg Fankhanel

- a) The Town of Apple Valley was incorporated in 1988 as a General Law City and provides the following services: public safety, streets, planning, waste management, and general administrative services. Our firm conducted the annual audit of the Town for the years ended June 30, 2003 through 2011 (including single audit) and provided assistance with the implementation of GASB 34 and other accounting standards. We also prepared the State Controller's Reports and provided assistance in submitting for and obtaining the GFOA and CSMFO financial statement awards.
- b) We performed the audit of the Apple Valley Redevelopment Agency for the years ended June 30, 2003 through 2011, including preparation of the State Controller's Report and GASB 34 implementation.

2) City of Capitola

Client Contact: Lonnie Wagner
420 Capitola Avenue
Capitola, CA 95010
(831) 475-7300, ext. 230

Engagement Partner: Greg Fankhanel

CITY OF MONTCLAIR

- a) The City of Capitola, incorporated in 1949, provides the following services: general administrative services, public safety (police), highways and streets, culture-recreation, and community development (planning, building, zoning). Our firm conducted the annual audit of the City of Capitola for the years ended June 30, 2006 through 2011, and provided assistance with the State Controller's Report preparation and obtaining the CSMFO award of excellence in financial reporting, and other assistance as requested by the City.
 - b) The Capitola Redevelopment Agency was established in 1980 to eliminate blight within the defined project areas. We performed the audit of the Agency for the years ended June 30, 2006 through 2011.
- 3) City of Moorpark
Client Contact: Ron Ahlers, Finance Director
799 Moorpark Avenue
Moorpark, CA 93021
(805) 517-6242

Engagement Partner: Greg Fankhanel

The City of Moorpark provides the following services: public safety (police and fire), highways and streets, health and social services, culture-recreation, public improvements, community development (planning, building, zoning) and general administrative services. Our firm conducted the annual audit of the City and RDA for the years ended June 30, 2007 through 2011, including Single Audit. Our services included assistance with preparation of the City's CAFR and State Controller's Reports, and submission of the CAFR for the financial statement award programs.

- 4) City of Santa Paula
Client Contact: Sandy Easley, Interim Finance Director
970 Ventura Street
P.O. Box 569
Santa Paula, CA 93061
(805) 933-4204

Engagement Partner: Greg Fankhanel
Total Hours: 400

The City of Santa Paula is a full-service city located in Ventura County. Services include public safety (police and fire), highways and streets, water, sewer, health and social services, culture-

CITY OF MONTCLAIR

recreation, public improvements, community development and general administrative services. Our firm conducted the annual audit of the City and RDA for the years ended June 30, 2006 through 2011, including Single Audit. Our services included assistance with preparation of the City's and RDA's financial statements, including the implementation of new GASB Statements.

5) City of Santee

Client Contact: Tim McDermott, Finance Director
10601 Magnolia Avenue
Santee, California 92071
(619) 258-4100

Engagement Partner: Greg Fankhanel

The City of Santee is a full service City located in San Diego County. Our firm conducted the audit of the City and Redevelopment Agency for the fiscal year ended June 30, 2011. We assisted the City in preparing a CAFR to be submitted for the GFOA award program, and also in the preparation of the State Controller's Report.

Single Audits (in accordance with OMB Circular A-133)

As indicated in the above list of clients, our firm performs single audits in accordance with OMB Circular A-133 for several clients each year. In addition to the above list, our firm has performed single audits for numerous other clients, involving many different federal programs. The Partner in charge of the City's audits has 23 years' experience performing single audits. We will take into account the "ARRA" Single Audit requirements during our audit.

GFOA Award Program for Financial Statements

Our firm has been providing assistance to California governments in obtaining the GFOA and/or CSMFO awards for financial reporting for many years. We have helped various governments obtain the awards for the first time, and in addressing comments from previous years. We would be glad to assist the City in obtaining the GFOA award, if desired. To date, all of our clients' attempts to obtain these awards have been successful. The Partner assigned to this audit is a member of GFOA's Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program.

CITY OF MONTCLAIR

Audit Approach

The engagement partner is a working partner and will be involved in much of the audit, including fieldwork. The audit staff will perform audit fieldwork under the supervision of the engagement partner.

Our past experience, relating to our approach to the audits, has indicated that the most important service that can be rendered to clients is to be available at all times during the year. This approach allows the clients the opportunity to consult with the auditors about technical problems and alternative approaches to accounting issues that arise during the year.

We take a customized approach to each and every audit. We will apply the recently adopted "Risk Assessment" audit standards to your audits. An overriding objective throughout the planning process is the identification of risks that should be assessed as to whether they could result in material misstatement of the financial statements. We perform risk assessment procedures to provide a satisfactory basis for the assessment of risks at the financial statement and relevant assertion levels.

Obtaining an in-depth understanding of the entity and its environment, including its internal control, is an essential aspect of the consideration of risk. We use a variety of risk assessment procedures when obtaining this understanding, including observation and inspection (walkthroughs), and inquiries of management and others, discussions among the engagement team, and preliminary analytical procedures. Some aspects of the risk assessment procedures can only be determined after information is gathered about the entity and its environment; and therefore, we tailor our procedures in response to the information gathered. The results of our risk assessment determine of the nature, timing, and extent of further audit procedures to be performed in response to those risks. Due to the complex nature of the risk assessment process, it is performed at the Partner and Manager levels for all of our audit engagements.

Responses to City notifications will be prompt and all reports will be remitted in a timely manner to meet your needs. We make it a practice to be proactive in providing guidance and assistance to our audit clients throughout each fiscal year to ensure proper and timely implementation of new and significant accounting pronouncements, and also with laws and regulations.

The estimated hours to accomplish the services described in this proposal (first and second years), and to issue the reports listed in the RFP are as follows:

CITY OF MONTCLAIR

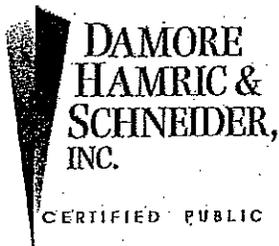
Estimated Audit Hours		
POSITION	Fiscal Year 2010/11	Fiscal Year 2011/12
Partner	80	70
Manager	100	90
Senior Accountant	90	80
Staff Accountant	80	70

Scope of Services

The scope of the audits will be to perform the audits in accordance with generally accepted auditing standards; the A.I.C.P.A. industry audit guide, Audits of State and Local Governmental Units, as amended; the Government Finance Officers Publication, Governmental Accounting, Auditing and Financial Reporting, as amended; the standards for financial audits contained in the U.S. General Accounting Office publication Government Auditing Standards, the Single Audit Act, as amended, and the Office of Management and Budget Circular A-133, applicable State Audit Guides, as applicable to the issuance of the reports listed in the RFP.

The audit will include Appropriations Limit Annual Review Compliance Letters in order to assist the City meeting the requirements of Section 1.5 Article XIII B of the California Constitution.

APPENDIX A



August 1, 2008

To the Shareholders
Teaman, Ramirez & Smith, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Teaman, Ramirez & Smith, Inc. (the firm) in effect for the year ended May 31, 2008. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements including audits of Employee Benefit Plans and engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

2856 Arden Way, Suite 200
Sacramento, CA 95825-1379
Tel (916) 481-2856
Fax (916) 488-4428
<http://www.dhscpa.com>

Teaman, Ramirez & Smith, Inc.

August 1, 2008

Page 2

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Teaman, Ramirez & Smith, Inc. in effect for the year ended May 31, 2008, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Damore, Hamric & Schneider Inc

DAMORE, HAMRIC & SCHNEIDER, INC.

Certified Public Accountants

APPENDIX B

AUDIT TEAM RESUMES

Greg W. Fankhanel, CPA, CFE, Municipal Audit Partner

Mr. Fankhanel has twenty-three years' experience auditing California governmental agencies. He is a member of the American Institute of Certified Public Accountants, the Government Finance Officers Association, the California Society of Municipal Finance Officers, the California Society of Certified Public Accountants, the Association of Certified Fraud Examiners, and the State Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants.

Mr. Fankhanel serves as an instructor for our in-house continuing education program. He is also a Certified Fraud Examiner, which involved passing a four-part exam covering various fraud issues, and demonstrating sufficient education and professional experience. He is a member of GFOA's Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting Program.

Mr. Fankhanel received his Bachelor of Business Administration Degree from the University of Hawaii in 1986. He is currently licensed to practice as a CPA in California, and has been since 1991.

The following is a partial list of Mr. Fankhanel's governmental auditing experience:

<u>Client Name</u>	<u>Fiscal Year(s)</u>	<u>Client Name</u>	<u>Fiscal Year(s)</u>
Town of Apple Valley*	02-03 thru 10-11	City of King City*	02-03 thru 09-10
Apple Valley Redevelopment Agency	02-03 thru 09-10	City of La Puente*	01-02 thru 09-10
City of Banning*	94-95 thru 96-97	La Puente Redevelopment Agency	01-02 thru 09-10
Banning Redevelopment Agency	94-95 thru 96-97	Lake Elsinore and San Jacinto Watersheds Authority	05-06 thru 09-10
City of Big Bear Lake*	88-89 thru 89-90	City of Loma Linda*	88-89 thru 90-91
Big Bear Lake Improvement Agency	88-89 thru 89-90	Loma Linda Redevelopment Senior Program	1990
Carpinteria Sanitary District	08-09 thru 09-10	City of Moorpark*	06-07 thru 10-11
City of Capitola	05-06 thru 10-11	Riverside Civic Center Authority	89-90
Citrus Pest Control District No. 2	95-96	Riverside County Assessment Districts 159 & 161	94-95
Coachella Valley Mosquito Abatement District	89-90 thru 92-93	Riverside County Community Facilities Districts 87-1 & 88-8	94-95
Coachella Valley Mosquito & Vector Control District	02-03 thru 06-07	Riverside County Economic Development Corporation	1990
Coachella Valley Public Cemetery District	93-94 thru 95-96	Riverside County Regional Park & Open Space District	08-09 thru 09-10
Coachella Valley Recreation and Park District	88-89 thru 90-91	City of San Jacinto*	88-89 thru 89-90
Coachella Valley Resource Conservation District	90-91 thru 93-94		

City of Corona*	04-05 thru 08-09	San Jacinto Redevelopment Agency	88-89 thru 89-90
Corona Redevelopment Agency	04-05 thru 08-09	Santa Ana Watershed Project Authority	05-06 thru 09-10
Cove Communities Public Safety Commission	89-90	City of Santa Paula*	05-06 thru 10-11
City of Dana Point*	96-97 thru 05-06	Saticoy Sanitary District*	95-96 thru 01-02
City of Diamond Bar*	89-90 thru 93-94	City of Solvang	97-98 thru 04-05
City of Desert Hot Springs	06-07 thru 10-11	South Orange County Wastewater Authority	02-03 thru 07-08
Encina Wastewater Authority	00-01 thru 02-03	Southern Coachella Valley Community Services District	90-91 thru 93-94
City of Escondido*	98-99 thru 99-00	Thermal Sanitary District	95-96
Escondido Community Development Commission	98-99 thru 99-00	Triunfo Sanitation District	99-00 thru 01-02
City of Galt	97-98 thru 99-00	Twentynine Palms Water District	08-09
Galt Redevelopment Agency	97-98 thru 99-00	Valley Sanitary District	91-92 thru 08-09
City of Grand Terrace*	92-93 thru 95-96	Ventura Regional Sanitation District	94-95 thru 01-02
Grand Terrace Redevelopment Agency	92-93 thru 95-96	Victor Valley Wastewater Reclamation Authority*	89-90 thru 95-96
Goleta Sanitary District	08-09	Western Municipal Water District	96-97 thru 05-06
City of Indian Wells	89-90	City of Yucaipa*	07-08 and 10-11
Indian Wells Redevelopment Agency	89-90		
City of Indio*	88-89 thru 91-92		
Indio Civic Center Authority	89-90		
Indio Redevelopment Agency	88-89 thru 91-92		

*Single Audit Procedures Performed

For the licensing period ending January 31, 2010, he has 122 hours of continuing professional education (CPE) including 82 hours of governmental training. For the licensing period ending January 31, 2012, he has 117 hours of continuing professional education (CPE) including 91 hours of governmental training and 15 hours of fraud related courses. Included in this training is continuing education provided by the AICPA, GFOA, ACFE and CSMFO.

Richard A. Teaman, CPA, CGFM, Consulting Audit Partner

Rich Teaman has twenty-seven years' experience auditing California governmental agencies. Mr. Teaman is a member of the American Institute of Certified Public Accountants, the Association of Government Accountants the California Society of Municipal Finance Officers, the California Special Districts Association, the Government Finance Officers Association, the National Association of Local Government Auditors, the Association of Certified Fraud Examiners, the Professional and Technical Standards Committee of the California Society of Municipal Finance Officers and was the chairman of the Governmental Accounting and Auditing Committee of the Citrus Belt Chapter of the California Society of Certified Public Accountants from 1991 to April 1997. He is part of a five-person final review board which evaluates financial statements under the California Award Program of the Professional and Technical Standards Committee of CSMFO and, as such, has been responsible for the revision of the current reviewer's checklist since 1993. He was also the President for the Citrus Belt

Chapter of the California Society of Certified Public Accountant for the 1999-00 fiscal year, Vice President during the 1997-98 and 1998-99 fiscal years, Treasurer during the 1996-97 fiscal year and Board Member during the 1995-96 fiscal year. Mr. Teaman is also an instructor for our in-house continuing education program and has been an instructor for the California Society of Certified Public Accountants.

Mr. Teaman received his Bachelor of Science Degree in Business Administration with a concentration in Accounting from California State University, San Bernardino. He is currently licensed to practice as a CPA in California. Mr. Teaman's governmental auditing experience includes the following cities, redevelopment agencies and special districts:

<u>Client Name</u>	<u>Fiscal Year(s)</u>	<u>Client Name</u>	<u>Fiscal Year(s)</u>
City of Banning*	94-95 thru 96-97	March Joint Powers - RDA	96-97 thru 06-07
Banning Redevelopment Agency	94-95 thru 96-97	City of Needles*	88-89 thru 92-93
City of Big Bear Lake*	83-84 thru 89-90	Needles Public Financing Authority	91-92 thru 92-93
Big Bear Lake Fire Protection District	83-84 thru 89-90	Needles Redevelopment Agency	88-89 thru 92-93
Big Bear Lake Improvement Agency	83-84 thru 89-90	City of Ontario*	94-95 thru 96-97
City of Blythe	92-93 thru 10-11	Ontario Industrial Development Authority	94-95 thru 96-97
Blythe Public Finance Authority	97-98 thru 10-11	Ontario Redevelopment Agency	94-95 thru 96-97
Blythe Redevelopment Agency	92-93 thru 10-11	Ontario Redevelopment Financing Authority	94-95 thru 96-97
Channel Islands Beach Community Services District	00-01 thru 07-08	City of Palm Desert*	84-85 thru 90-91
City of Coachella	83-84 and 07-08	Palm Desert Redevelopment Agency	84-85 thru 90-91
Coachella Valley Association of Governments	83-84 thru 87-88	Palm Springs Civic Center Authority	84-85 thru 88-89
Coachella Valley Joint Powers Insurance Authority	85-86 thru 88-89	Palo Verde Cemetery District	02-03
Coachella Valley Mosquito Abatement District	84-85 thru 92-93	Palo Verde Peninsula Transit Authority	92-93 thru 93-94
Coachella Valley Mosquito and Vector Control District	96-97 thru 97-98	City of Perris*	97-98 thru 10-11
Coachella Valley Public Cemetery District	93-94 thru 08-09	Perris Public Financing Authority	97-98 thru 10-11
Coachella Valley Recreation and Park District*	84-85 thru 90-91	Perris Redevelopment Agency	97-98 thru 10-11
City of Colton*	84-85 thru 87-88	Pine Cove Water District	83-84 thru 07-08
Colton Redevelopment Agency	84-85 thru 87-88	City of Rancho Mirage*	88-89 thru 90-91
City of Corona*	83-84 thru 89-90	Rancho Mirage Parkview Villas	90-91 thru 94-95
Corona Redevelopment Agency	83-84 thru 89-90	Rancho Mirage Redevelopment Agency	88-89 thru 90-91
City of Moorpark	97-98 thru 99-00	Retired Senior Volunteer Program	1985 thru 1991
Desert Resorts Regional Airport Authority	98-00 thru 01-02	City of Riverside*	83-84 thru 86-87
		Riverside Civic Center Authority	96-97 thru 01-02

City of Diamond Bar	89-90 thru 93-94	Riverside County Desert	
East Valley Resource		Judicial District	87-88 thru 88-89
Conservation District	97-98 thru 99-00	Riverside County	
City of El Segundo	96-97 thru 98-99	Redevelopment Agency	91-92 thru 08-09
Elsinore Valley Municipal		Riverside County Judicial	
Water District	95-96 thru 02-03	District	88-89 thru 89-90
City of Escondido	98-99	Riverside County Regional	
Escondido Community		Park & Open Space District	91-92 thru 07-08
Development Commission	98-99	Riverside County	
Fern Valley Water District	02-03	Transportation Commission	84-85
City of Galt	97-98	Riverside Parking Authority	84-85 thru 85-86
Galt Redevelopment Agency	97-98	Riverside-San Bernardino	
Goleta Sanitary District	97-98 thru 07-08	Housing & Finance Agency	02-03
City of Grand Terrace	92-93 thru 94-95	Riverside Transit Agency*	84-85 thru 85-86
Grand Terrace		City of San Bernardino*	83-84 thru 84-85
Redevelopment Agency	92-93 thru 94-95	San Bernardino County	
City of Hemet*	84-85 thru 85-86	Chino Civic Center Authority	84-85 thru 00-01
Hemet Redevelopment Agency	84-85 thru 85-86	San Bernardino Associated	
Home Gardens Sanitary District	84-85 thru 86-87	Governments	83-84 thru 85-86
Idyllwild Water District	84-85 thru 88-89	City of San Jacinto*	83-84 thru 87-88
City of Indian Wells	83-84 thru 86-87	San Jacinto Redevelopment	
Indian Wells Redevelopment		Agency	83-84 thru 87-88
Agency	83-84 thru 86-87	City of Solvang	97-98
City of Indio	84-85 thru 90-91	Southern Coachella Valley	
Indio Civic Center Authority	84-85 thru 88-89	Community Services District	87-88 thru 07-08
Indio Redevelopment Agency	84-85 thru 90-91	Sunline Transit Agency *	84-85 thru 87-88
City of Lake Elsinore*	93-94 thru 03-04	Twentynine Palms Water	
Lake Elsinore Redevelopment		District	96-97 thru 07-08
Agency	93-94 thru 03-04	Valley Sanitary District	91-92 thru 07-08
Lake Elsinore Public Financing		Ventura Regional Sanitation	
Authority	93-94 thru 03-04	District	94-95 thru 00-01
Lake Elsinore Recreation		Victor Valley Wastewater	
Authority	96-97 thru 03-04	Reclamation Authority	89-90 thru 95-96
City of Loma Linda*	83-84 thru 89-90	Western Municipal Water	
Loma Linda Redevelopment		District	96-97 thru 98-99
Agency	83-84 thru 89-90	Town of Yucca Valley	95-96 thru 00-01
March Inland Port Airport		Yucca Valley Community	
Authority	97-98 thru 03-04	Center Authority	95-96 thru 00-01
March Joint Powers Authority	94-95 thru 10-11	Yucca Valley Financing	
March Joint Powers - Caretaker	96-97 thru 10-11	Authority	95-96 thru 00-01
San Jacinto Mountain Area		Yucca Valley Redevelopment	
Water Study Agency *	83-84 thru 88-89	Agency	95-96 thru 00-01

*Single Audit Procedures Performed

Mr. Teaman has for the licensing period (licenses are renewed every two years) beginning September 1, 2008, 127 hours of continuing professional education (CPE) with 37 hours in government training. Included in this training were the GFOA 14th Annual Governmental GAAP Update, California Society

of Certified Public Accountants classes, Governmental Accounting and Auditing: Conference, Fraud in the Governmental & Not-For-Profit Environments, Advanced Course Overview of Peer Review Program Standards, QuickBooks Accounting Software Overview & Update, Employee Benefit Plans: Audit and Accounting Essentials, and Essential Documentation & Review of Working Papers.

During the prior licensing period Mr. Teaman had 159 hours of continuing professional education (CPE) with 48 hours in governmental training. Included in this training was the CSMFO Annual conference in Modesto, California, and California Society of Certified Public Accountants classes, Auditing Practical Application of Current Standards, Accounting and Auditing with Excel, Ethics, Taxes, Financial Reporting and Practical Update for Financial Accounting and Auditing, Audit Risk Assessment Standards - Key Concepts, Applying the Assertion Based Audit Risk Model, Applications of Common Issues for Compliance & Review, Audit Standards Update: The New Audit Risk Assessment Standards and the Governmental Accounting and Auditing Conference.

More detailed information can be provided upon request.

Brett Van Lant, CPA, Audit Manager

Mr. Brett Van Lant has five years of experience auditing California governmental agencies. Mr. Van Lant received his Bachelor of Science Degree from California State University, San Bernardino, California.

Mr. Van Lant's governmental auditing experience includes several cities, redevelopment agencies and special districts, including the cities of Corona, Santee, Buena Park, Tehachapi, Capitola, Moorpark, King City, Coachella, the Town of Apple Valley, City of Santa Paula, the Twentynine Palms Water District, Riverside County Flood Control & Water Conservation District, and others. Mr. Van Lant has for the two years ending December 31, 2009, 99 total hours of continuing education with 48 hours in governmental training. For the period ending March 2012, he has 70 hours of continuing education, including training on various governmental accounting and auditing subjects. He was licensed as a CPA in California as of 2010, and is active in CSMFO and GFOA events, and is a member of the GFOA.

Kofi Antobam, CPA, CIA, CGAP, Audit Manager

Mr. Kofi Antobam has five years of experience auditing California governmental agencies. He is a member of the Institute of Internal Auditors and the American Institute of Certified Public Accountants. Mr. Antobam received his Masters of Business Administration Degree from La Sierra University, Riverside, California. He is currently licensed to practice as a Certified Internal Auditor (CIA) and a Certified Government Auditing Professional (CGAP). Mr. Antobam's governmental auditing experience includes several cities, redevelopment agencies and special districts, including the City of La Puente, Town of Apple Valley, City of Corona, City of Moorpark, City of Yucaipa, City of Desert Hot

Springs, and various special districts. Many of these audits included Single Audit procedures in accordance with OMB Circular A-133.

Mr. Antobam has for the two years ending December 31, 2009, 91 total hours of continuing education with 57 hours in governmental training. For the period ending 2012, he has 78 hours of continuing education, including various governmental training. He was licensed as a CPA in California as of 2011. He is active in various CSMFO and GFOA events. He is a member of the GFOA, and will be the Audit Manager in charge of this engagement.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-27 WITH CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT FOR LAW ENFORCEMENT SERVICES DURING FISCAL YEAR 2013-14	DATE: April 1, 2013 SECTION: AGREEMENTS ITEM NO.: 5 FILE I.D.: SCH125/350 DEPT.: POLICE
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-27 with Chaffey Joint Union High School District to continue the Safe School Zone Officer assignment at Montclair High School.

A copy of proposed Agreement No. 13-27 is attached for the City Council's review and consideration.

BACKGROUND: Since 1995, the Montclair Police Department has provided the community with the services of a Safe School Zone Officer at Montclair High School.

Pursuant to the terms of proposed Agreement No. 13-27, Chaffey Joint Union High School District would pay \$64,000 toward the cost of a Safe School Zone Officer. The Police Department would be obligated to provide an on-campus presence for eight hours each school day. Our experience has shown an Officer's presence has a positive impact at the high school with little change to the allocation of patrol resources.

FISCAL IMPACT: Chaffey Joint Union High School District would pay \$64,000 toward the salary of the Safe School Zone Officer during Fiscal Year 2013-14 should this item be approved.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-27 with Chaffey Joint Union High School District for law enforcement services during Fiscal Year 2013-14.

Prepared by: <u>Judy B...</u>	Reviewed and Approved by: <u>H.G. Jones</u>
Proofed by: <u>Sharon Aguirre</u>	Presented by: <u>[Signature]</u>

**AGREEMENT
FOR SPECIALIZED LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this 1st day of July, 2013, by and between the City of Montclair (hereinafter referred to as CITY) and the Chaffey Joint Union High School District (hereinafter referred to as DISTRICT), both of whom understand as follows:

WITNESSETH

WHEREAS, the following services are to be performed subject to the conditions hereinafter set forth:

NOW, THEREFORE in consideration of these services and mutual conditions hereinafter provided, the parties hereto agree as follows:

- A. Beginning with the school year through the end of the school year, the CITY will perform specialized law enforcement services for the DISTRICT at and about the campus of Montclair High School. It is understood that these services are to be provided, to the extent possible, on regularly scheduled school days between 7:00 a.m. and 4:00 p.m. and during mutually agreed upon "in-service" or familiarization periods.
 - 1. It is acknowledged that the provision of services may be interrupted by the normal working conditions experienced by law enforcement agencies, which include, but are not limited to: employee illness, court appearances, training requirements, prisoner transportation, emergency circumstances taxing on other departmental resources, and so forth. Should the interruption of services for any reason extend beyond four successive days, the CITY shall meet its obligation through the assignment of an alternate sworn employee.

- B. This Agreement will allow the CITY, through its Police Department, to provide the following specialized law enforcement services to the DISTRICT:
 - 1. Sworn Community-Oriented Officers, known as Safe School Zone Officers, shall, through random patrol and their on-campus presence, strive to maintain a crime-free zone on and around each school campus.
 - 2. Through these Safe School Zone Officers, provide a consistent and timely response to calls for assistance from the high school or concerning students from the high school.
 - 3. Through these Safe School Zone Officers, provide a consistent liaison for the high school administration on law enforcement matters.

4. Through these Safe School Zone Officers, provide resources and materials necessary for classroom presentations on law enforcement matters.
 5. Through one Safe School Zone Officer, maintain a physical presence on campus during the hours of approximately 7:00 a.m. and 4:00 p.m. on each school day. While on campus, the role of the officer is to:
 - a. Act as a positive role model for students.
 - b. Facilitate a positive and interactive student/law enforcement relationship.
 - c. Maintain a proactive stance toward crime prevention and order maintenance.
 - d. Act as first responder to criminal conduct or order maintenance issues occurring on or about the high school campus.
 - e. Within the confines of the law, act as information resource for school administrators on matters of mutual concern.
- C. In addition to the above, beginning with the summer session of 2013, the Safe School Zone Officers will provide similar services to the high school, adjusting the hours to the school schedule.
1. One Safe School Zone Officer will maintain a physical presence on campus each day during the regularly scheduled school hours.
- D. In consideration for providing these services, the DISTRICT will pay to the CITY a total of \$64,000 invoiced in two equal \$32,000 amounts, the first due in November 2013 and the second due in May 2014.
- E. It is understood by both parties that the Safe School Zone Officers or other CITY officers providing this service shall remain CITY's employee at all times. As such, the CITY shall be responsible for all employment costs, supervision, control, and assignment of said officers.
- F. This Agreement is not assignable, either in whole or in part, by DISTRICT without the prior written consent of the CITY. The laws of the State of California shall govern the rights, obligation, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of the Agreement if in dispute.

TERMINATION OR MODIFICATION OF AGREEMENT

This Agreement shall end on May 21, 2014, unless extended by both the CITY and DISTRICT. The CITY or DISTRICT may terminate all or any portion of this Agreement at any time upon providing a thirty (30) day written notice delivered to the addresses below. In the event the Agreement is terminated by either party prior to May 21, 2014, DISTRICT shall prorate its final payment for services rendered at \$5,500 per month.

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

DISTRICT: Chaffey Joint Union High School District
211 West Fifth Street
Ontario, CA 91762

INDEMNIFICATION

DISTRICT shall defend, indemnify, and hold harmless the CITY, its elective and appointive boards, officers, agents, and employees, from all liability from loss, damage, or injury to persons or property in any manner arising out of any negligent or intentional or willful acts or omissions of DISTRICT under this Agreement.

CITY shall defend, indemnify, and hold harmless the DISTRICT, its elective and appointive boards, officers, agents, and employees, from all liability from loss, damage, or injury to persons or property in any manner arising out of any negligent or intentional or willful acts or omissions of CITY under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

CITY OF MONTCLAIR

Paul M. Eaton
Mayor

ATTEST:

Yvonne L. Smith,
Deputy City Clerk
City of Montclair

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

Timothy Ward
Assistant Superintendent

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
MARCH 18, 2013, AT 7:50 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

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

II. ROLL CALL

Present: Mayor Pro Tem Ruh; Council Member Raft; and City Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of March 4, 2013.

Moved by City Manager Starr, seconded by Council Member Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of March 4, 2013.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

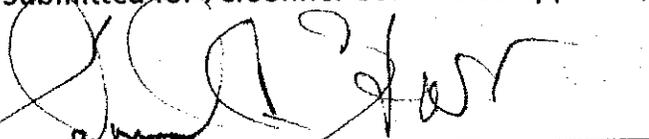
At 7:51 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:12 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Ruh stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:12 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager