

CITY OF MONTCLAIR

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

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

June 3, 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**

- A. Introduction of and Swearing-In Ceremony for New Chief of Police

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

- A. First Reading – Consider Adoption of Ordinance No. 13-933 Amending Chapters 11.02, 11.42, and 11.78 of the Montclair Municipal Code Related to Definitions, Alcoholic Beverage Sales, and Conditional Use Permits [CC] 5
- B. Second Reading – Consider Adoption of Ordinance No. 13-934 Adding Section 6.16.140 to the Montclair Municipal Code Prohibiting Scavenging in Solid Waste Containers [CC] 28

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Minutes of the Special Council Meeting of May 6, 2013 [CC]
 - 2. Minutes of the Regular Joint Council/Successor Agency Board/MHC Meeting of May 20, 2013 [CC/SA/MHC/MHA]
- B. Administrative Reports
 - 1. Consider Setting a Public Hearing to Consider Sewer Rate Increases Effective July 1, 2013 [CC] 33
 - 2. Consider Authorization of a \$6,936.55 Appropriation From the Contingency Fund to Purchase and Install ADA-Compliant Emergency Alarm Call Boxes at Fire Station Nos. 1 and 2 [CC] 35
 - 3. Consider Approving a Time Extension Request for a Tentative Tract Map and Precise Plan of Design for a 129-Unit Residential Development Within the North Montclair Downtown Specific Plan [CC] 50
 - 4. Consider Authorization to Purchase One 2013 GMC Terrain SLE-1 From Mark Christopher Auto Center and One 2013 Nissan Xterra X From Metro Nissan [CC] 60
 - 5. Consider Approval of Warrant Register and Payroll Documentation [CC] 64
- C. Agreements
 - 1. Consider Approval of Agreement No. 13-35 With the San Bernardino County Department of Aging and Adult Services to Provide a Senior Citizen Nutrition Program [CC] 65
 - 2. Consider Approval of Agreement No. 13-36 With the San Bernardino County Department of Aging and Adult Services to Support the Senior Citizen Transportation Program [CC] 117

D. Resolutions

1. Consider Adoption of Resolution No. 13-2989 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC]

157

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

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

Agency: City of Montclair

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

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/MHC Board

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

1. Minutes of the Personnel Committee Meeting of May 20, 2013

165

XII. COUNCIL/MHC WORKSHOP

A. Fiscal Year 2013-14 Preliminary Budget Presentation

(Council and MHC Board may consider continuing this item to an adjourned meeting on Wednesday, June 12, 2013, at 6:00 p.m. in the City Council Chambers.)

XIII. 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 pending litigation and labor negotiations.)

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, June 17, 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 May 30, 2013.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 13-933, AMENDING CHAPTERS 11.02, 11.42, AND 11.78 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO DEFINITIONS, ALCOHOLIC BEVERAGE SALES, AND CONDITIONAL USE PERMITS <u>FIRST READING</u>	DATE: June 3, 2012 SECTION: PUBLIC HEARINGS ITEM NO.: A FILE I.D.: FLP025/LDU050 DEPT.: COMMUNITY DEV.
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REASON FOR CONSIDERATION: Amendments to the Municipal Code require public hearing review and approval by the City Council.

BACKGROUND: In late 2012, staff was contacted by a Montclair business owner who desired to offer bottles of wine in conjunction with flower and plant arrangements currently sold by the establishment. Planning staff explained that the off-premises sale of alcoholic beverages requires a Conditional Use Permit (CUP) pursuant to Chapter 11.42 of the Montclair Municipal Code (MMC). However, Section 11.42.050 MMC also states that staff shall not accept a CUP application for a new off-sale establishment unless it is located 500 feet or more from any other off-sale establishment, as measured from property line to property line. Since the property where the subject business is located is only 100 feet from a property where another off-sale establishment currently exists, it was communicated to the business owner that staff was prohibited by the Municipal Code from accepting a CUP application for the request.

The business owner subsequently contacted a member of the City Council regarding the request. At its December meeting, the Code Enforcement Committee discussed the proposal. Community Development staff was directed by the Committee to assemble information related to a possible code amendment, along with information from the Department of Alcoholic Beverage Control (ABC) regarding the type of license that would be required to allow the business owner to offer wine as an ancillary use to the business.

In January 2013, staff contacted ABC to discuss the proposed request. The following information was obtained:

- There is no "special" type of ABC license for the proposed use; the business would require a Type 20 ("off-sale beer and wine") license, the same as what would be required for a convenience store or other retail establishment desiring to sell beer and wine for off-premises consumption.
- The cost of a Type 20 license from ABC is \$354.
- The City cannot place conditions on an ABC Type 20 license that impinge upon the privileges of the license. For example, the City cannot mandate that the sale of alcoholic beverages only be in conjunction with the sale of a flower or plant arrangement.

Prepared by:

Steve Lustris
Dana Berke

Reviewed and
Approved by:

Steve Lustris
Dana Berke

Proofed by:

Presented by:

- The business is required to purchase alcoholic beverages from a licensed wholesale distributor and to maintain stock on hand at all times.

The information above was communicated to the business owner in January 2013, along with information on the base application fee for a CUP (\$2,215). The business owner expressed an objection to the CUP fee, saying that she "only wants to sell wine."

Since the February Code Enforcement Committee meeting was canceled, discussion of this item resumed at the Committee meeting on March 18, 2013. In addition to the previous direction from the Committee to amend Chapter 11.42 MMC, specifically to relax the separation requirements between off-sale establishments, staff was given additional direction to investigate the implementation of a "Minor" or "Administrative" Conditional Use Permit process that could be applicable to the subject request and would be less costly for the applicant.

In late March, staff conducted a survey of other California jurisdictions through the League of California Cities' Planners Listserv to determine how many other cities have a "Minor CUP," "Administrative CUP" or other similar process, along with the types of applications to which such a process would apply and the related application fees. Of the 35 cities responding, 32 have such a process, although the types of uses vary greatly. With respect to application fees, "Minor" or "Administrative" CUPs in most cities were generally about 50 percent of the cost of a traditional CUP, although the fee difference between the two types of applications ranged from 20 to 71 percent.

In June 1994, the City Council adopted Ordinance No. 94-720, which instituted the requirement for businesses engaging in the sale of alcoholic beverages for on- or off-sale consumption to obtain a Conditional Use Permit. The subject Ordinance also instituted the 500-foot separation requirement between establishments selling alcoholic beverages and also a 500-foot separation requirement from schools, parks, playgrounds, houses of worship, and hospitals. In making its findings to adopt the Ordinance, the City Council "...found and determined that business establishments engaged in the sale of alcoholic beverages have the potential to adversely affect the health, peace, or safety of the City's residents, property owners, businesses, visitors and workers."

Analysis: There are three components to the proposed code amendment. The following definition is proposed to be added to Chapter 11.02 MMC:

Off-sale beer and wine establishment as an incidental use means an establishment that is making application for or has obtained a retail liquor license (Type 20) from the California Department of Alcoholic Beverage Control (ABC) authorizing the sale of alcoholic beverages for consumption off the premises in original, sealed containers. Such establishments shall be limited to an aggregate display area for alcoholic beverages of four (4) square feet or less within the public area of the demised tenant space or building. Because of the strictly incidental nature of alcoholic beverage sales in such establishments, any business identification signs or temporary promotional signs for such establishments shall not include words, descriptions, inferences, logos, graphics or the like indicating that the business engages in the incidental off-premises sale of alcoholic beverages.

The second component involves the 500-foot separation requirement currently required between off-sale establishments as outlined in Section 11.42.050 MMC. Staff is proposing an exception to the above requirement that would allow off-sale beer and wine establishments as an incidental use to be located within 400 feet of another off-sale liquor establishment, measured as the shortest distance in a straight line between the public entrances of the subject establishments. Staff is not proposing any change to the current 500-foot separation requirement between off-sale establishments and schools, parks, playgrounds, houses of worship, and hospitals.

The final component of the code amendment is a comprehensive rework of Chapter 11.78 related to Conditional Use Permits. The addition of an "Administrative Conditional Use Permit" (ACUP) process necessitated at least some changes to virtually every section in the Chapter. In addition to calling out the specific types of uses where an ACUP or CUP would be required, staff also updated and clarified the types of land uses covered by Chapter 11.78. Further, the zoning districts where specific uses would be conditionally permitted are proposed to be designated for each use or types of uses. The absence of this level of detail in the past has caused consternation for staff and confusion for applicants, so staff saw this code amendment as an opportunity to include more specificity. It should be noted that the proposed amendments to Chapter 11.78 are viewed as interim as staff has been working on a comprehensive code amendment for some time that would include a user-friendly land use matrix, eliminating the need for the narrative-type of land use lists currently contained in various chapters of the Municipal Code.

Administrative Conditional Use Permits would be reviewed at staff level and acted upon by the Community Development Director. The Director would be expected to make the same required findings the Planning Commission is required to make before granting a traditional CUP, and conditions can be included as part of an ACUP approval. Staff has included the following uses as qualifying for an ACUP in the zoning districts designated in the Ordinance:

- Caretaker quarters
- Residential care facilities for seven or more persons
- Off-sale beer and wine (ABC Type 20) as an incidental use to a retail business and where display of alcoholic beverages constitutes an aggregate of four (4) square feet or less of the public area of the demised tenant space and subject to the applicable requirements of Chapter 11.42 MMC
- Collocation of an additional carrier on an existing wireless telecommunications facility, provided the collocation would not result in any major visual changes to the facility or functional changes to the property
- Fruit, vegetable, and flower stands where the product is grown on-site
- Mobile recycling and reverse vending units
- Outdoor seating in conjunction with an approved restaurant/food use – 8 seats or more
- Temporary parking lots
- Temporary structures in conjunction with carnivals, farmers' markets, fairs, circuses, and religious gatherings
- Temporary use of storage and sea containers in conjunction with a legally established use
- Temporary use of structures, trailers, and facilities in conjunction with a legally established use

- Adult day care
- Adult vocational classes, trade schools, computer training, traffic, and driving schools
- Children's tutorial classes
- Music, art, dance, gymnastics, martial arts instruction, Pilates, talent/acting studio, and yoga - greater than 2,000 square feet

On April 22, 2013, the Planning Commission conducted a noticed public hearing on proposed Ordinance No. 13-933. While no members of the public were present to speak at the public hearing, the Commission discussed the proposed code amendment at length. An excerpt from the minutes of the Planning Commission meeting is inserted in the Council packets for reference. The Commission recommended City Council approval of proposed Ordinance No. 13-933 on a 3-1 vote.

FISCAL IMPACT: The cost to publish a Notice of public hearing in the *Inland Valley Daily Bulletin* for Planning Commission consideration of proposed Ordinance No. 13-933 was \$362.28. The cost to publish a Notice of Public Hearing for consideration of the Ordinance by the City Council should be similar. The fee to file a Notice of Determination as noted in Section (A)(2) of the recommendation below is \$50. While it is recommended in the proposed fee schedule that the application fee for an Administrative Conditional Use Permit be approximately half that of a Conditional Use Permit, the limited number of the types of applications that would be reviewed under the ACUP process would not result in a discernible negative impact on General Fund revenues.

Environmental Determination: The Director has concluded that proposed Ordinance No. 13-933 is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines in that it will not have a significant effect on the environment as the code amendments, in and of themselves, do not approve any development activities but, instead, establish standards and criteria for the establishment of specific types of businesses and uses.

RECOMMENDATION: The Code Enforcement Committee and Planning Commission recommend the City Council take the following actions:

- A. Certify that the Council has reviewed and considered the environmental assessment based upon the findings of exemption, and that there will be no significant impact on the environment as a result of the proposed Ordinance No. 13-933; and
 - 1. Adopt the proposed finding that there will be a DeMinimis impact on fish and wildlife; and
 - 2. Direct staff to file a Notice of Determination (NOD) and pay appropriate fees within five (5) days of this action.
- B. Adopt the first reading of Ordinance No. 13-933 amending Chapters 11.02, 11.42, and 11.78 of the Montclair Municipal Code related to definitions, alcoholic beverage sales, and conditional use permits.

ORDINANCE NO. 13-933

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTER 11.02 ("DEFINITIONS") OF THE MONTCLAIR MUNICIPAL CODE, CHAPTER 11.42 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THE REGULATION OF SALE OF ALCOHOLIC BEVERAGES, AND CHAPTER 11.78 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO CONDITIONAL USE PERMITS AND ADMINISTRATIVE CONDITIONAL USE PERMITS (CASE NO. 2013-8)

WHEREAS, in June 1994, the City Council amended the Montclair Municipal Code (MMC) through Ordinance No. 94-720, adding Article 9 to Chapter 6 of Title 9 (now MMC Chapter 11.42); regulating businesses engaged in the sale of alcoholic beverages for consumption on- or off-site; and

WHEREAS, the City Council found and determined that business establishments engaged in the sale of alcoholic beverages have the potential to "adversely affect the health, peace or safety of the City's residents, property owners, businesses, visitors and workers"; and

WHEREAS, said code amendment instituted the requirement that all business establishments desiring to engage in the sale of alcoholic beverages for on- or off-site consumption shall obtain a Conditional Use Permit; and

WHEREAS, the code amendment included minimum separation requirements for off-sale establishments to avoid an overconcentration of such establishments and also to ensure that off-sale establishments are located a minimum distance from schools, parks, playgrounds, houses of worship, and hospitals; and

WHEREAS, MMC Section 11.42.050(B) requires that off-sale establishments observe a minimum separation of 500 feet from one another, as measured from property line to property line, and that off-sale establishments be located at least 500 feet away from schools, parks, playgrounds, houses of worship, and hospitals; and

WHEREAS, in response to a request by a Montclair business owner, the Code Enforcement Committee of the City Council has directed staff to review MMC Section 11.42.050(B) and prepare a recommendation relaxing the minimum separation requirements and instituting an alternate review process for businesses desiring to sell alcoholic beverages as a minor incidental use; and

WHEREAS, staff conducted an electronic survey through the League of California Cities' Planning Listserve for the purpose of collecting information from jurisdictions that have provisions for Minor Conditional Use Permits, Administrative Conditional Use Permits, or like entitlements; and

WHEREAS, staff sees some benefit in instituting an administrative review process and reduced application fees for selected types of land uses; and

WHEREAS, implementation of an Administrative Conditional Use Permit (ACUP) process necessitates revisions to Chapter 11.78 of the Montclair Municipal Code, which governs Conditional Use Permits; and

WHEREAS, staff remains concerned about overconcentration of alcoholic beverage establishments in Montclair and believes that some separation guidelines should be retained in the Municipal Code.

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

Section I. Amendment of Code.

The following definition is hereby added to Section 11.02.010 ("Definitions") of the Montclair Municipal Code:

Off-sale beer and wine establishment as an incidental use means an establishment that is making application for or has obtained a retail liquor license (Type 20) from the California Department of Alcoholic Beverage Control (ABC) authorizing the sale of alcoholic beverages for consumption off the premises in original sealed containers. Such establishments shall be limited to an aggregate display area for alcoholic beverages of four (4) square feet or less and ten (10) cubic feet or less within the public area of the demised tenant space or building. Said display(s) shall be located a minimum of ten (10) feet from all storefront windows of the establishment. Because of the strictly incidental nature of alcoholic beverage sales in such establishments, any business identification signs or temporary promotional signs for such establishments shall not include words, descriptions, inferences, logos, graphics, or the like indicating that the business engages in the incidental off-premises sale of alcoholic beverages.

Section II. Amendment of Code.

Section 11.42.050 ("Conditional use permits for off-sale liquor establishments") of the Montclair Municipal Code is hereby repealed and replaced as follows:

Sec. 11.42.050 Conditional use permits for off-sale liquor establishments.

A. Conditional Use Permit (CUP) or Administrative Conditional Use Permit (ACUP) Required. Any land use that is identified in any Chapter of this Title as a permitted use, and which authorizes a business enterprise to engage in the retail sale of alcoholic beverages as an off-sale liquor establishment, shall be permitted only upon such conditions as the Director of Community Development, Planning Commission, or City Council deems necessary and appropriate, which shall include the mandatory conditions set forth in subsection (C) of this Section, as applicable.

B. Restrictions on Concentration of Off-Sale Liquor Establishments.

1. No CUP shall be issued to an off-sale liquor establishment of 8,000 square feet or less; and no application for such CUP shall be accepted, unless the proposed off-sale liquor establishment is located 500 feet or more from any other off-sale liquor establishment, measured from property line to property line of the parcels involved, provided, however, that businesses engaging in the off-sale of beer and wine as an incidental use as defined in this Title and subject to approval of an ACUP shall observe a minimum separation of 400 feet from any other off-sale liquor establishment or any other business engaging in off-sale beer and wine as an incidental use, measured as the shortest distance between the public entrances of the subject establishments.

2. No CUP shall be issued to an off-sale liquor establishment of 8,000 square feet or less; and no application for such CUP shall be accepted, unless the proposed off-sale liquor establishment is located 500 feet or more from any existing house of worship, public or private school, park, playground, or hospital measured from property line to property line of the parcels involved. The 500-foot separation requirement shall not be applicable if the proposed off-sale liquor establishment is located within a retail commercial center of two acres or more.

C. Mandatory Conditions of Approval. In addition to the applicable requirements of Section 25600 *et seq.* of the Business and Professions (B&P) Code, the following mandatory conditions of approval shall be imposed on any CUP or ACUP issued under this Section:

1. No inventory, materials, merchandise, or supplies shall be stored or displayed except within a wholly enclosed building.

2. The premises shall be maintained at all times in a neat and orderly manner.

3. Trash receptacles shall be provided in such number and at such locations as may be specified by the Planning Commission (CUP) or Director of Community Development (ACUP).

4. No exterior security bars and rollup doors applied to windows and pedestrian building entrances shall be allowed.

5. Exterior lighting of the parking areas shall be modified as necessary to provide a minimum intensity of at least one foot-candle of light throughout the parking area at all times in compliance with the Montclair Security Ordinance.

6. Window signs or displays shall comply with the following requirements:

a. Temporary or permanent window signs, posters, banners, or other applied graphics shall not cover more than 25 percent of each window and shall not be placed in windows in a manner that will obstruct the view into the building by emergency personnel.

b. Window sign placement shall not obstruct the view of the sales transaction area from inside and outside the building.

c. Any window tinting shall allow for physical identification of all persons in the sales transaction area from outside the building.

d. Temporary or permanent window signs, interior or exterior banners, or other signs placed within the store that are visible from outside the store and advertise the availability of or offer for purchase alcoholic beverages of any kind at the site shall be prohibited.

7. No video or arcade games, pinball machines, pool tables, jukeboxes, or similar devices shall be allowed within the subject lease space with the exception of official State lottery machines.

8. No exterior public telephones, vending or other coin-operated machines, children's rides, collection boxes, and so forth shall be located on the exterior of the subject lease space or the remainder of the site.

9. No alcoholic beverages, including beer and wine, shall be consumed on the premises.

10. Employees selling alcoholic beverages shall be of such age, and subject to such supervision, as is specified in B&P Code §25663(b).

11. The exterior appearance of the permittee's premises shall be designed and maintained in a manner consistent with the exterior appearance of commercial premises existing or proposed in the immediate neighborhood so as not to cause blight or deterioration or to substantially diminish or impair property values in the neighborhood.

12. The permittee shall comply with all State statutes, rules, and regulations related to the sale, purchase, display, possession, and consumption of alcoholic beverages.

13. The permittee shall acknowledge and agree that the City has a legitimate and compelling governmental interest in permittee's strict compliance with all conditions imposed upon the permit including adherence to State statutes, rules, and regulations as specified in subsection (C)(12) of this Section. The permittee shall further acknowledge and agree that any violation of a State statute, rule, or regulation concerning the sale to or consumption of alcoholic beverages by a minor has been determined by the City to have a deleterious secondary effect upon:

a. The specific land use requested by the permittee and authorized by the City;

b. The compatibility of permittee's authorized land use with adjacent land uses; and

c. The welfare and safety of the general public within the City.

In view of such deleterious secondary effects, permittee shall acknowledge that the City has specifically reserved the right and authority to impose sanctions, including suspension or revocation of the CUP, as a consequence of one or more violations of a State statute, rule, or regulation concerning the sale to or consumption of alcoholic beverages by a minor.

14. The permit shall, after notice to the permittee and an opportunity to be heard, be subject to the imposition of additional conditions following its issuance, which additional conditions may be imposed by the Planning Commission or, upon appeal, by the City Council to address problems of land use compatibility, security, or crime control that have arisen since the issuance of the permit.

15. No alcoholic beverages shall be consumed on the site nor shall any person have an open alcoholic beverage container on the site or adjacent sidewalks, streets, or alleys. Signs stating, "NO LOITERING. POSSESSION OF OPEN ALCOHOLIC BEVERAGE CONTAINERS ON THESE PREMISES AND ADJACENT PUBLIC AREAS IS PROHIBITED PURSUANT TO MMC SECTION 7.08.010(A)" at each entrance and in the parking lot adjacent to the licensed premises.

Section III. Amendment of Code.

The Table of Contents for Chapter 11.78 ("CONDITIONAL USE PERMITS") of the Montclair Municipal Code is hereby repealed and replaced as follows:

Chapter 11.78

CONDITIONAL USE PERMITS

Sections:

11.78.010	Purpose and authorization.
11.78.020	Qualifications.
11.78.030	Permitted uses.
11.78.035	Permitted uses – administrative review.
11.78.040	Nonconforming structures and uses.
11.78.050	Buildings within planned rights-of-way.
11.78.060	Initiation of proceedings.
11.78.070	Hearing.
11.78.080	Findings, conditions, and time limits.
11.78.090	Appeals.
11.78.100	Revocation.

Section IV. Amendment of Code.

Sections 11.78.010 through 11.78.030 of the Montclair Municipal Code are hereby repealed and replaced as follows:

Sec. 11.78.010 Purpose and authorization.

This Chapter is intended to provide the flexibility and procedures necessary for certain uses and activities that are not allowed as a matter of right within a zoning district by reason of uniqueness, size, scope, or possible negative effect on public facilities or surrounding uses but may be permitted after special consideration and public review of each request in order to ensure conformity and compatibility with the goals and objectives of the adopted General Plan and zoning code, subject to a Conditional Use Permit (CUP) or Administrative Conditional Use Permit (ACUP). In granting such permits, the Planning Commission (CUP) or Director of Community Development (ACUP) may stipulate conditions, in addition to those required by the provisions of this Title, which would tend to safeguard the health, safety, and property value in the area.

Sec. 11.78.020 Qualifications.

A Conditional Use Permit may be granted by the Planning Commission or an Administrative Conditional Use Permit may be granted by the Director of Community Development, for those uses stated in Sections 11.78.030 through 11.78.050 of this Chapter and other uses identified in this Title requiring approval of a Conditional Use Permit or Administrative Conditional Use Permit.

Sec. 11.78.030 Permitted uses.

The Planning Commission may grant a Conditional Use Permit (CUP) for any use listed in this Section as a permitted use only in the zoning districts noted and subject to conditions related to the use, construction, implementation, operation, and automatic revocation as the Planning Commission may deem appropriate and necessary for the general welfare of the community:

- A. Residential Uses.
 - 1. Assisted living facilities (AP, C-2, C-3);
 - 2. Convalescent care (AP, C-2, C-3);
 - 3. Student housing, dormitories, group quarters (AP, C-2, C-3).
- B. Commercial Uses (Animal Services).
 - 1. Animal hospitals, boarding facilities, and kennels (MIP, M-1, M-2);
 - 2. Animal shelters (M-1, M-2);
 - 3. Feed and tackle supplies with outdoor storage (C-3, M-1, M-2);
 - 4. Pet sales and supplies – retail (MIP).
- C. Commercial Uses (Alcoholic Beverage Sales).

The uses identified in this subsection shall also be subject to the applicable requirements of Chapter 11.42 of this Title.

1. Off-sale alcoholic beverages within an overall floor area of less than 15,000 square feet, except those retail businesses specifically identified in Section 11.78.035(B)(1) of this Chapter as requiring an Administrative Conditional Use Permit (C-2, C-3);

2. Off-sale alcoholic beverages within an overall floor area of 15,000 square feet or greater (C-2);

3. On-sale alcoholic beverages in conjunction with a bona fide eating establishment (C-2, C-3, MIP);

4. Microbrewery with on-site tasting (C-3);

5. Microbrewery in conjunction with a bona fide eating establishment (C-2, C-3).

D. Commercial Uses (General Merchandise).

1. Antiques – retail (MIP);

2. Auction houses (MIP, M-1, M-2);

3. Carpet and floor covering stores – retail (MIP, M-1, M-2);

4. Cigar/cigarette/electronic cigarette/smoke shops (C-2, C-3),

subject to the following criteria:

a. Such establishments shall be located a minimum of 1,000 feet, measured property line to property line, from any public or private school serving students in grades Pre-K through 12; and

b. Such establishments shall be located a minimum of 1,000 feet, measured property line to property line, from one another;

5. Commercial plant nursery – wholesale (MIP, M-1, M-2);

6. Construction equipment sales with outdoor storage (C-3, MIP, M-1, M-2);

7. Construction equipment sales without outdoor storage (MIP);

8. Convenience stores (C-2, C-3);

9. Firearms, ammunition and related products as a stand-alone use – retail (C-3, MIP, M-1);

10. Furniture, office and home furnishings (MIP);

11. Garden supply, hardware/home improvement center, plant nursery with outdoor display area (C-2, C-3, MIP);

12. Hobby, toy and game shops with more than four (4) personal computers for customer use (C-2, C-3);
 13. Newsstands - staffed (C-2, C-3);
 14. Sporting goods and equipment with firearms and/or ammunition sales (C-2, C-3);
 15. Swap meets, marketplaces, concession malls (C-3).
- E. Commercial Uses (Lodging Facilities).
1. Bed and breakfast facilities (AP, C-2, C-3);
 2. Hotels and motels (AP, C-2, C-3).
- F. Commercial Uses (Medical/Health Services).
1. Hospitals (AP).
- G. Commercial Uses (Motor Vehicle/Watercraft Sales and Service).
1. Automobile/watercraft body and painting as a primary use (MIP, M-1, M-2);
 2. Automobile, motorcycle, RV and watercraft sales and service - new and/or used with outdoor display (C-3, MIP);
 3. Automobile rental agencies with on-site parking for rental vehicles (C-2, C-3, MIP);
 4. Car washes (C-2, C-3, MIP);
 5. Commercial parking lots, garages and structures as a primary use (AP, C-2, C-3);
 6. Fueling/service stations with or without ancillary uses, such as minimart, auto repairs, car wash, or quick-serve food establishment (C-2, C-3, MIP, M-1, M-2);
 7. Limousine, charter bus, shuttle or taxicab service with on-site fleet vehicle storage (AP, C-2, C-3, MIP, M-1, M-2);
 8. Quick lube facilities (C-3, MIP, M-1, M-2);
 9. Truck, trailer, moving van, and equipment rentals (C-2, C-3, MIP, M-1, M-2).
- H. Commercial Uses (Personal Services).
1. Cemeteries, crematories, mausoleums, columbaria (M-1, M-2);
 2. Coin laundries (C-2, C-3);
 3. Fortune telling, palm or card reading (C-3);
 4. Funeral homes and mortuaries (C-3, MIP);
 5. Pawn shops (C-3);
 6. Tattoo, dermagraphics, or body piercing as a primary use (C-3, MIP);
- I. Commercial Uses (Recreation/Entertainment).
1. Banquet halls as a stand-alone use (C-3, MIP, M-1);
 2. Billiards and pool halls (C-2, C-3);
 3. Cyber cafés, internet access, and electronic game arcades (C-2, C-3);
 4. Golf courses and driving ranges (C-3, MIP, M-1, M-2);
 5. Hookah establishments as a stand-alone use (C-3);
 6. Indoor amusement facilities, batting cages, bike/skate parks, bowling centers, go-kart facilities, karaoke establishments, recreation/sports/gyms/health clubs, roller/ice hockey facilities, and skating rinks (C-2, C-3, MIP)
 7. Outdoor amusement parks and facilities, bike/skate parks, go-kart facilities, miniature golf, recreation/sports/health clubs, skating rinks, batting

cages, roller/ice hockey facilities, miniature and remote control car tracks, and remote control hobby facilities (C-2, C-3, MIP, M-1, M-2);

8. Public assembly, auditoriums, and meeting halls (C-2, C-3, MIP);
9. Theaters (live stage and motion picture) and concert halls (C-3, MIP).

J. Commercial Uses (Religious Institutions).

1. Houses of worship (AP, C-2, C-3, MIP, M-1, M-2);
2. Monasteries and religious group quarters as a primary use (C-3, MIP).

K. Commercial Uses (Special Uses).

1. Wireless telecommunications facilities (AP, C-2, C-3, MIP, M-1, M-2).

L. Educational/Instructional/Day Care Uses.

1. Colleges (AP, C-3, MIP);
2. Elementary, middle and high schools – private (AP, MIP);
3. Preschools and children's day care facilities (AP, C-2, C-3).

M. Manufacturing and Industrial Uses.

1. Automobile wrecking yards, salvage and junkyards (M-2);
2. Chemical manufacturing and processing (M-2);
3. Concrete batch plants (M-2);
4. Detergent and soap manufacturing (M-2);
5. Explosives and fireworks manufacturing and storage (M-2);
6. Laundries and dry cleaners – commercial (M-1, M-2);
7. Lumber and wood products with outdoor storage (MIP, M-1, M-2);
8. Metal or iron work fabrication (M-1, M-2);
9. Outdoor business operations with permitted manufacturing/ industrial use (MIP, M-1, M-2);

10. Recycling/transfer facilities and material recovery facilities (M-2);

11. Research, development, and testing of products with outdoor operations (M-1, M-2);

12. Rock, sand, gravel, and mineral extraction and recycling (M-2);

13. Stone, clay, and glass manufacturing (M-2);

14. Tire retreading (M-2);

15. Vehicle battery manufacturing (M-2);

N. Warehouse and Storage Uses.

1. Building materials with outdoor storage (MIP, M-1, M-2);

2. Lumber/contractor storage yard as a primary use (MIP, M-1, M-2);

3. Outdoor storage as a primary use (M-1, M-2);

4. Outdoor storage as an ancillary use to a permitted use in a building (MIP, M-1, M-2);

5. Outdoor storage for gardening/landscape companies and contractors (MIP, M-1, M-2);

6. Self-storage, mini-storage warehouse facilities (C-3, MIP, M-1, M-2);

Section V. Amendment of Code.

Section 11.78.035 ("Permitted uses – administrative review") of the Montclair Municipal Code is hereby added as follows:

Sec. 11.78.035 Permitted uses – administrative review.

The Director of Community Development may grant an Administrative Conditional Use Permit (ACUP) for any use listed in this Section as a permitted use only in the zoning districts noted and subject to conditions related to the use, construction, implementation, operation, and automatic revocation as the Director may deem appropriate and necessary for the general welfare of the community, provided the use is deemed to be exempt from the provisions of the California Environmental Quality Act (CEQA):

- A. Residential Uses.
 - 1. Caretaker quarters (C-3, MIP, M-1, M-2);
 - 2. Residential care facilities – 7 or more persons (AP, C-2, C-3);
- B. Commercial Uses (Alcoholic Beverage Sales).
 - 1. Off-sale beer and wine (ABC Type 20) as an incidental use to a retail business and where display of alcoholic beverages constitutes an aggregate of four (4) square feet or less of the public area of the demised tenant space and subject to the applicable requirements of Chapter 11.42 of this Title (C-2, C-3).
- C. Commercial Uses (Temporary and Special Uses).
 - 1. Collocation of an additional carrier on an existing wireless telecommunications facility, provided the collocation would not result in any of the following (AP, C-2, C-3, MIP, M-1, M-2):
 - a. An increase in height of the existing facility;
 - b. A substantial change to the visual appearance of the existing facility;
 - c. An increase in the area of the ground lease space that results in a reduction of required landscape area or required parking.
 - 2. Fruit, vegetable, and flower stands – product grown on-site (MIP, M-1, M-2);
 - 3. Mobile recycling and reverse vending units (C-2, C-3, MIP, M-1, M-2);
 - 4. Outdoor seating in conjunction with an approved restaurant/food use – 8 seats or more (C-2, C-3, MIP);
 - 5. Temporary parking lots (AP, C-2, C-3, MIP, M-1, M-2);
 - 6. Temporary structures in conjunction with carnivals, farmers' markets, fairs, circuses, and religious gatherings (C-3, MIP, M-1, M-2);
 - 7. Temporary use of storage and sea containers in conjunction with a legally established use (MIP, M-1, M-2);
 - 8. Temporary use of structures, trailers, and facilities in conjunction with a legally established use (AP, C-2, C-3, MIP, M-1, M-2).
 - 9. Temporary use of undeveloped/vacant property by contractors performing public infrastructure work and/or repairs.
- D. Educational/Instructional/Day Care Uses.
 - 1. Adult day care (C-2, C-3; C-2, C-3 & MIP within NMSP; BP & C within HBSP);
 - 2. Adult vocational classes, trade schools, computer training, traffic and driving schools (AP, C-2, C-3; C-3 & MIP within NMSP; BP, C & CO within HBSP);
 - 3. Children's tutorial classes (AP, C-2, C-3; C-3 & MIP within NMSP; BP, C & CO within HBSP);

4. Music, art, dance, gymnastics, martial arts instruction, personal fitness, Pilates, talent/acting studio, and yoga – greater than 2,000 square feet (AP, C-2, C-3, MIP; C-3 & MIP within NMSP; BP, C & CO within HBSP).

Section VI. Amendment of Code.

Sections 11.78.040 through 11.78.120 of the Montclair Municipal Code are hereby repealed and replaced as follows:

Sec. 11.78.040 Nonconforming structures and uses.

A. Nonconforming structures.

All structures, including main buildings, accessory structures, walls, fences, signs, and other structures, that do not comply with height, setback, density, and/or lot coverage standards specified by this Title, or for which the number of parking spaces provided is less than required, or any residential structures within any Commercial or Industrial zone, except as may be permitted by this Title, are hereby deemed to be nonconforming structures; and the following provisions shall apply:

1. Enlargement and extension. No enlargement, extension, or expansion shall be made to a nonconforming structure unless otherwise permitted by this Title. Building additions to a single-family residence in the R-1 Zone shall be permitted, provided that the addition observes the setbacks currently required by this Title and that all other development standards of the underlying zone can be met.

2. Building additions to single-family residences without required covered parking. In the R-1 Zone, single-family residences without required covered parking pursuant to Chapter 11.66 of this Title may be expanded as follows:

a. The floor area of the main residential structure is not increased by more than 25 percent or 500 square feet, whichever is less, over a period of five years or less.

b. The new construction shall not occupy the only available area(s) suitable for required parking and access thereto.

3. Construction of accessory structures and second dwelling units on R-1 lots without required covered parking. The construction of a detached accessory structure pursuant to Chapter 11.19 of this Title, or an attached or detached second dwelling unit pursuant to Chapter 11.23 of this Title, on a lot in the R-1 Zone developed with a single-family residence upon which required covered parking is not provided shall be prohibited unless the required covered parking is constructed prior to, or concurrently with, said accessory structure or second dwelling unit. A certificate of occupancy for an accessory structure or second dwelling unit shall not be issued by the Building Official until a certificate of occupancy has been issued for the structure providing the required covered parking.

4. Maintenance and repairs. General maintenance and necessary repairs that are not structural in nature may be made to legal nonconforming structures in all zoning districts. Structural repairs to a legal nonconforming structure may be authorized by the Building Official if it is determined that said repairs are necessary to protect the health and safety of the occupants, public at-large, or adjacent property and the cost does not exceed 50 percent of the

replacement cost of the legal nonconforming structure. Improvements required to strengthen unreinforced masonry structures shall be permitted without replacement cost limitations, provided that such work is limited strictly to compliance with seismic safety standards.

5. Abandonment of nonconforming structures. Any nonconforming building, structure, sign, or improvement that has been vacated or not utilized for a continuous period of 180 days or more shall be deemed to have lost its nonconforming status and shall, at the discretion of the Director of Community Development, be demolished, removed, or modified to such extent that it would be in conformance with the current development standards for the zone in which the building, structure, sign, or improvement is located. Additionally, any sign that became nonconforming on March 21, 2001, pursuant to Ordinance No. 94-733 and the criteria set forth in Section 11.72.140 of this Title, or any sign that has been subsequently determined to be nonconforming, shall not be refaced or reestablished to identify a different business than was identified on the previously legal nonconforming sign.

6. Replacement of nonconforming structures. Any nonconforming single-family residential, commercial, industrial, or institutional structure that is involuntarily damaged by fire or other catastrophic event may be restored or reconstructed to its original condition provided that the cost of such restoration/reconstruction does not exceed 50 percent of the replacement value of the structure as determined by the Director of Community Development and that the restoration shall commence within one year from the date the damage occurred.

7. Replacement of nonconforming multifamily structures. Any nonconforming multifamily residential dwelling unit that is involuntarily damaged or destroyed by fire or other catastrophic event may be restored subject to the provisions set forth in California Government Code Section 65852.25.

8. Relocation of a nonconforming structure. A nonconforming structure shall not be moved to any other lot or to any other portion of the lot on which it is located unless, as a result of the move, the structure would then conform to the regulations of the zoning district.

9. Nonconforming historic structures. Repairs, alterations, and additions necessary for the preservation, restoration, rehabilitation, or continued use of a nonconforming historic structure may be made when authorized by the Director of Community Development and Building Official or their designees, provided that:

a. The structure has been designated as having significant historical or architectural significance by the City Council, State of California, or federal government or was constructed in, or prior to, 1940;

b. Any unsafe conditions are corrected; and

c. The use(s) therein shall be in conformance with all applicable provisions of this Chapter.

B. Nonconforming uses.

Nonconforming uses are those that were legally established but that are not currently listed as permitted or conditionally permitted in the zoning district in which they are located or those that currently require a Conditional Use Permit but at the time of their initiation did not require a Conditional Use Permit. The following provisions shall apply to legal nonconforming uses:

1. No nonconforming use shall be expanded or moved in whole or part to any portion of the lot or parcel upon which it is located or other structure other than that occupied by such use at the time it was established.

2. No nonconforming use shall be changed to a different nonconforming use.

3. If a nonconforming use is discontinued or abandoned for a continuous period of 180 days or more, such use shall be deemed to have lost its nonconforming status and shall not be reestablished.

4. Adult-oriented businesses. The amortization of nonconforming adult-oriented businesses shall be subject to the provisions set forth in Section 11.40.060 of this Title.

C. Permits or certificates of occupancy prohibited. When any nonconforming structure or use is no longer permitted pursuant to the provisions of this Title, no building or sign permit or certificate of occupancy shall thereafter be issued for further continuance, alteration, or expansion. Any permit or certificate of occupancy issued in error shall not be construed as allowing the continuation of the nonconforming structure or use.

D. Removal of illegal nonconforming structures and uses. Nothing contained in this Section shall be construed or implied so as to allow for the continuation of illegal nonconforming structures and uses.

E. Burden of proof. The burden of proof regarding nonconforming structures and uses shall be with the property owner to the satisfaction of the Director of Community Development.

Sec. 11.78.050 Buildings within planned rights-of-way.

The Director of Community Development may grant an Administrative Conditional Use Permit as follows:

A. For temporary structures within planned rights-of-way when the property owner applying for such permit signs an agreement with the City to remove any such temporary building or structure at his/her expense whenever so requested by the City for street widening or opening; or

B. Upon evidence that the entire property of the owner, of which the area of the planned right-of-way forms a part, cannot reasonably be used for a permitted use and yield a reasonable return to the owner without a new or improved structure within such planned right-of-way.

Sec. 11.78.060 Initiation of proceedings.

A. Any property owner or his/her authorized representative desiring a Conditional Use Permit or Administrative Conditional Use Permit may file an application for such permit with the Planning Division on forms furnished by the City. Additional submittal requirements as designated by Planning Division staff shall accompany said application form in order to constitute a complete application. The additional submittal requirements may include, but not be limited to, the following:

1. A legal description of the subject property;
2. A site plan, floor plans, elevations, and other appropriate drawings illustrating existing and proposed buildings or facilities;
3. A narrative describing the nature of the proposed use, hours of operation, estimated occupancy, and other relevant information;

4. A reference to the specific provisions of this Title that are applicable to the Conditional Use Permit or Administrative Conditional Use Permit sought;

5. A filing fee, the amount of which is determined by Resolution of the City Council;

6. Conditional Use Permit justification form;

7. Environmental assessment form;

8. Names and mailing addresses, printed on mailing labels, of all owners of real property within 300 feet of the external boundaries of the subject property, as shown on the latest adopted, publicly available tax roll of the County of San Bernardino.

B. No application for the same general purpose concerning the same property, which application has been recommended for denial by the Planning Commission or denied by the Director of Community Development, Planning Commission, and/or City Council on appeal, shall be received or processed by the Planning Division within 12 months after such denial except by the consent of at least four members of the Planning Commission present at a regular meeting of the Planning Commission.

Sec. 11.78.070 Hearing.

A. Upon the acceptance of a completed application for a Conditional Use Permit (CUP) or Administrative Conditional Use Permit (ACUP), Planning Division staff shall forward the application to the Development Review Committee for review and comments and shall communicate to the applicant said recommendations and comments from the Development Review Committee. If no major changes are recommended, then the City Planner shall, in the case of a CUP, set a date for a public hearing before the Planning Commission. For an ACUP, the City Planner shall forward the application to the Director of Community Development for consideration and action. If major changes to the proposal are recommended or required, then the submitted plans shall be returned to the applicant for revision and resubmittal. When the necessary corrections have been made, the application shall be deemed complete. For CUPs, the City Planner shall set a date for a public hearing; for ACUPs, the application shall be forwarded to the Director for consideration and action.

B. For Conditional Use Permits, the Secretary of the Planning Commission shall give notice of such requested CUP and of the time and place of such public hearing as follows:

1. By one publication in a newspaper having a general circulation in the City at least 10 days, but no more than 15 days, prior to the date set for the public hearing; and

2. By mailed notice not less than ten days prior to the date set for the public hearing to all owners of real property within a radius of 300 feet of the external boundaries of the property described in the application, using the last known name and mailing address of such owners as shown on the most recent available tax roll for the County of San Bernardino. Notice may be given to property owners within a greater radius at the discretion of the Planning Commission or the Director of Community Development.

3. The Planning Commission shall cause to be made by its own members, or members of staff, such investigation of facts bearing upon such application set for hearing including an analysis of precedent cases as in the

opinion of the Planning Commission will serve to provide the necessary information to enable the Commission to act.

4. A copy of the staff report shall be made available to the applicant and to the general public upon request prior to the hearing.

5. At the time and place so fixed and noticed, the public hearing shall be conducted before the Planning Commission. The Commission shall consider all pertinent oral and written evidence and information prior to adoption of a formal and numbered Resolution granting or denying such Conditional Use Permit. A summary of all pertinent testimony offered at the hearing; the names and addresses of persons testifying; and copies of all notices, affidavits of newspaper publication(s), and records of action taken shall be a part of the permanent case file.

C. For Administrative Conditional Use Permits, the Director of Community Development shall give notice of such requested ACUP as follows:

1. By mailed notice not less than ten days prior to the date set for a final decision by the Director to all owners of real property within a radius of 300 feet of the external boundaries of the property described in the application, using the last known name and mailing address of such owners as shown on the most recent available tax roll for the County of San Bernardino. Notice may be given to property owners within a greater radius at the discretion of the Director of Community Development.

2. The Director of Community Development shall conduct an investigation of facts bearing upon such application including an analysis of precedent cases as, in the opinion of the Director, will serve to provide the necessary information to enable him/her to act.

3. The Director of Community Development shall consider all pertinent oral, written, and electronic communications received by Planning Division staff related to the subject application prior to granting or denying such Administrative Conditional Use Permit. A summary of all pertinent communication received by staff, copies of all notices, affidavits of newspaper publication(s), and records of action taken shall be a part of the permanent case file.

Sec. 11.78.080 Findings, conditions, and time limits.

A. Findings. The Planning Commission, prior to approval of a request for a Conditional Use Permit, shall adopt a Resolution stating that the evidence presented shows that each of the findings below have been made. In the case of an Administrative Conditional Use Permit, the Director of Community Development shall prepare an approval letter stating the evidence presented shows that each of the following findings have been made:

1. That the use is essential or desirable to the public convenience and public welfare;

2. That granting the permit will not be materially detrimental to the public welfare and to other property in the vicinity;

3. That the use conforms to good zoning practices and development standards; and

4. That the use is not contrary to any of the objectives of the adopted General Plan.

B. Finding of Public Convenience and Necessity.

1. In the event that a CUP is granted for a business establishment engaged in the sale of alcoholic beverages for on- or off-site consumption and that establishment is located in a census tract where there is "undue concentration" pursuant to Section 23958.4 of the Business and Professions Code, then the Planning Commission shall also make a finding of Public Convenience and Necessity in addition to the findings in Subsection (A) of this Section.

2. In the event that an ACUP is granted for a business establishment engaged in the sale of beer and wine as an incidental use as defined in this Title and that establishment is located in a census tract where there is "undue concentration" pursuant to Section 23958.4 of the Business and Professions Code, then the Director of Community Development shall also make a finding of Public Convenience and Necessity in addition to the findings in Subsection (A) of this Section. In the alternative, the Director, at his/her sole discretion, may refer the application to the Planning Commission to make the required Finding of Public Convenience and Necessity.

C. Conditions.

1. The Planning Commission may grant the requested Conditional Use Permit, or the Director of Community Development an Administrative Conditional Use Permit, in whole or in part upon such items and conditions as he/she/it may deem necessary to safeguard and protect the public health, safety, and general welfare, the existing and possible future uses on adjoining land in the neighborhood, the proper handling and regulation of traffic, and to ensure the eventual development of the property with respect to which the permit is granted.

2. Prior to the issuance of any building or occupancy permit, the owner and anyone applying on his/her behalf shall agree, in writing, to meet and abide by all the conditions and requirements imposed on the Conditional Use Permit or Administrative Conditional Use Permit.

D. Time Limit.

1. Each determination of the Planning Commission or Director of Community Development granting a Conditional Use Permit or Administrative Conditional Use Permit shall be conditioned upon the privileges being utilized within six months after the effective date thereof unless a shorter or longer time period is established by the Planning Commission or Director; and if they are not utilized or preliminary construction work is not begun within such time and/or progressing adequately to the satisfaction of the Director of Community Development, this authorization shall become void and any privilege or permit granted shall be deemed to have lapsed. The Planning Commission, however, shall have the authority to extend the time limit required for a Conditional Use Permit for good cause and in the case of unavoidable delay upon submittal of a written request and the required time extension filing fees by the applicant at least ten days prior to the expiration date. Similarly, the Director shall have the authority to extend the time limit required for an Administrative Conditional Use Permit for good cause and in the case of unavoidable delay upon submittal of a written request and the required time extension filing fees by the applicant at least ten days prior to the expiration date.

2. As a condition for granting an extension of time, the Planning Commission (CUP) or Director of Community Development (ACUP) may revise existing conditions or impose additional conditions to ensure that the project

will be in compliance with City standards in effect at the time such extension is granted.

3. Once any portion of the Conditional Use Permit or Administrative Conditional Use Permit is utilized, the other portions thereof shall become immediately operative and shall be strictly complied with.

4. When a land use for which a Conditional Use Permit or Administrative Conditional Use Permit was granted is discontinued for a period of six continuous months, such use shall not be reestablished unless a new CUP or ACUP, as applicable, is approved for the subject use. Further, if any land use legally established without the benefit of a CUP or ACUP is discontinued for six continuous months but, under the current requirements of this Title, would require approval of a CUP or ACUP, said land use shall not be reestablished unless a CUP or ACUP, as applicable, is approved for the subject use.

Sec. 11.78.090 Appeals.

A. Conditional Use Permits.

1. The action of the Planning Commission shall become final on the date the Planning Commission makes its final determination on the application. However, within 15 days after the date of the Planning Commission's decision, a written appeal therefrom may be taken to the City Council by any person aggrieved by the determination of the Planning Commission in connection with the application. Such appeal shall be accompanied by the required appeal fee, which shall be one half of the initial Conditional Use Permit filing fee. The City Council, on its own motion, may appeal any determination of the Planning Commission within 15 days of the Planning Commission's decision or at the next regularly scheduled City Council meeting, whichever occurs later. An appeal fee shall not be required in the event of such City Council appeal.

2. The appeal request shall stay any proceedings associated with the action appealed from. Upon receipt of the request for the appeal, Planning Division staff shall transmit to the City Council the appeal request and copies of all other papers constituting the official record, together with a written report stating why the appeal should or should not be granted.

3. The City Council may, by Resolution, affirm, reverse, or modify in whole or in part any decision, determination, or requirement of the Planning Commission; but before conducting a public hearing on granting any appeal of a Planning Commission decision, the City Council shall set the matter for hearing and give the same notice as that provided in Section 11.78.070(B) of this Chapter.

4. The appeal hearing by the City Council shall be based upon the record of the Planning Commission. In the event any new information or evidence is produced for consideration, the City Council shall refer the matter back to the Planning Commission for review and recommendation.

B. Administrative Conditional Use Permits.

1. The action of the Director of Community Development shall become final on the date he/she makes a final decision on the application. However, within 15 days after the date of the Director's decision, a written appeal therefrom may be taken to the Planning Commission by any person aggrieved by the determination of the Director in connection with the application. Such appeal shall be accompanied by the required appeal fee, which shall be one half of the initial Administrative Conditional Use Permit filing

fee. The Planning Commission or City Council, on its own motion, may appeal any decision of the Director within 15 days of his/her decision or at the next regularly scheduled Planning Commission or City Council meeting, whichever occurs later. An appeal fee shall not be required in the event of such appeal by the Planning Commission or City Council.

2. The appeal request shall stay any proceedings associated with the action appealed from. Upon receipt of the request for the appeal, Planning Division staff shall transmit to the Planning Commission the appeal request and copies of all other papers constituting the official record, together with a written report stating why the appeal should or should not be granted.

3. The Planning Commission may, by Resolution, affirm, reverse, or modify in whole or in part any decision, determination, or requirement of the Director of Community Development; but before conducting a public hearing on granting any appeal of the Director's decision, the Planning Commission shall set the matter for hearing and give the same notice as that provided in Section 11.78.070(B) of this Chapter.

4. The appeal hearing by the Planning Commission shall be based upon the record of the administrative decision by the Director of Community Development. In the event any new information or evidence is produced for consideration, the Planning Commission shall refer the matter back to the Director for review and recommendation.

5. The action of the Planning Commission on an appeal of the Director's decision shall become final on the date the Planning Commission makes its determination on the appeal. Any person aggrieved by the determination of the Planning Commission in connection with the appeal, or the City Council on its own motion, may appeal the Planning Commission's decision, subject to the timeframe, fees, and criteria set forth in Section 11.78.090(A) of this Chapter.

Sec. 11.78.100 Revocation.

A. Conditional Use Permits.

1. The Planning Commission, on its own motion or upon the direction of the City Council, may conduct a hearing upon the question of the revocation of a Conditional Use Permit granted under or pursuant to the provisions of this Title.

2. Notification of such public hearing shall be given in accordance with Section 11.78.070(B) of this Chapter provided, however, the owner of the subject property shall have his/her notice mailed by certified mail, postage paid, return receipt requested.

3. A Conditional Use Permit granted pursuant to a hearing may be revoked and a nonconforming use may be terminated if the Planning Commission and City Council make any of the following findings:

- a. That any condition of a Conditional Use Permit or an amended Conditional Use Permit has not been complied with or has been violated;
- b. That the use is detrimental to the public health or safety or is a nuisance;
- c. That the Conditional Use Permit was obtained by fraud;
- d. That the use for which the permit was granted is not being exercised;

e. That the use for which the permit was granted has ceased or been suspended for six months or more; or

f. That the condition of the improvements, if any, involved in a legal nonconforming use is such that the property, with or without alteration of any existing improvements, can be used for a nonconforming use without impairing the constitutional rights of any person.

4. After a hearing upon the revocation of a Conditional Use Permit, the Planning Commission shall report its findings of fact and recommendations to the City Council by a formal and numbered Resolution; and upon receipt of such recommendations, the City Council shall determine the facts at a public hearing and may revoke, modify, or allow to remain unchanged the Conditional Use Permit in accordance with the City Council's final determination in such matters.

B. Administrative Conditional Use Permits.

1. The Planning Commission, on its own motion, upon the recommendation of the Director of Community Development or upon the direction of the City Council, may conduct a hearing upon the question of the revocation of an Administrative Conditional Use Permit granted under or pursuant to the provisions of this Title.

2. Notification of such public hearing shall be given in accordance with Section 11.78.070(B) of this Chapter provided, however, the owner of the subject property shall have his/her notice mailed by certified mail, postage paid, return receipt requested.

3. An Administrative Conditional Use Permit may be revoked and a nonconforming use may be terminated if the Planning Commission and City Council make any of the following findings:

a. That any condition of an Administrative Conditional Use Permit or an amended Administrative Conditional Use Permit has not been complied with or has been violated;

b. That the use is detrimental to the public health or safety or is a nuisance;

c. That the Administrative Conditional Use Permit was obtained by fraud;

d. That the use for which the permit was granted is not being exercised;

e. That the use for which the permit was granted has ceased or been suspended for six months or more; or

f. That the condition of the improvements, if any, involved in a legal nonconforming use is such that the property, with or without alteration of any existing improvements, can be used for a nonconforming use without impairing the constitutional rights of any person.

4. After a hearing upon the revocation of an Administrative Conditional Use Permit, the Planning Commission shall report its findings of fact and recommendations to the City Council by a formal and numbered Resolution, and upon receipt of such recommendations, the City Council shall determine the facts at a public hearing and may revoke, modify, or allow to remain unchanged the Administrative Conditional Use Permit in accordance with the City Council's final determination in such matters.

Section VII. Severability.

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

Section VIII. Effective Date.

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

Section IX. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 13-933 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2013, and finally passed not less than five (5) days thereafter on the XX day of XX, 2013, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE
NO. 13-934 ADDING SECTION 6.16.140
TO THE MONTCLAIR MUNICIPAL CODE
PROHIBITING SCAVENGING IN SOLID
WASTE CONTAINERS IN THE CITY

SECOND READING

DATE: June 3, 2013
SECTION: PUBLIC HEARINGS
ITEM NO.: B
FILE I.D.: REF275-88
DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council conducted the first reading of proposed Ordinance No. 13-934 on May 20, 2013. The City Council is now requested to consider the second reading of Ordinance No. 13-934 adding Section 6.16.140 to the Montclair Municipal Code prohibiting scavenging in solid waste containers in the City.

A copy of proposed Ordinance No. 13-934 is attached for the City Council's review and consideration.

BACKGROUND: At the City Council meeting of November 19, 2012, a report was provided to Council regarding recommendations on how to curtail theft of recyclable materials—commonly known as "scavenging." Various recommendations were submitted for consideration, one of which was the creation and eventual adoption of an Ordinance prohibiting the scavenging of recyclable materials. It was the consensus of the City Council to receive and file the report and to have staff proceed with the recommended actions.

In 1989, the California State Legislature enacted the California Integrated Waste Management Act establishing a solid waste management process that required cities and other local jurisdictions to implement integrated waste management practices including source reduction, reuse, and recycling. In addition, under Public Resources Code Section 40059, various aspects of solid waste handling constitute matters of local concern to be governed by local agencies.

The City has implemented provisions for collection of solid waste as codified in the Montclair Municipal Code Chapter 6.16 ("Refuse Collection and Disposal"). Under this Chapter, the City may award solid waste franchises to contractors who are granted the privilege of collecting and disposing of refuse, garbage, rubbish, and other solid waste produced within the City.

Recently, the City has received complaints from residents regarding removal of recyclable commodities from solid waste containers by other than licensed solid waste contractors. As defined in proposed Ordinance No. 13-934, such behavior is typically referred to as "scavenging."

Prepared by:

M. Fuent

Reviewed and
Approved by:

Proofed by:

Andrew Phillips

Presented by:

[Signature]

Law enforcement has identified the following three primary areas of concern related to scavenging:

1. Scavenging tends to attract nonresidents to neighborhoods where the nonresidents thereafter loiter nearby or on private property, resulting in an increase in calls for law enforcement service.
2. Scavenging concerns have been heightened in recent years as a direct result of an increase in identity theft crimes. Individuals who engage in scavenging could collect personal information about the owners of the solid waste and could thereafter use such information to execute identity theft crimes.
3. Scavenging leads to increased amounts of trash and debris left behind by persons engaged in scavenging, particularly in local parks and public facilities.

There is growing concern among residents that removal of recyclable materials from residential trash containers during nighttime hours is a safety concern.

Scavenging also represents a concern for public health. The most obvious concern is the potential health risk to people who rummage through raw garbage for recyclables. Others are also at risk when scavengers remove carpet, clothing, and furniture from trash containers and sell such items to unsuspecting buyers who could be exposed to contamination.

The City also loses revenue when scavengers steal recyclables. The City participates in revenue sharing with solid waste haulers. Revenues that are not collected because of scavenging are lost to the City and the solid waste hauler, thereby increasing operating costs. The City does not receive credit for waste diversion when recyclables are taken and recycled elsewhere. Without credit for recyclables, the City is less likely to meet the current AB 939 standard of 50 percent diversion. Recent legislation has now increased the target level to 75 percent diversion of solid waste from landfills by 2020. CalRecycle, formerly the California Integrated Waste Management Board, has levied penalties ranging from \$5,000 to \$82,800 on municipalities for failure to implement effective diversion plans.

Enforcement of the Ordinance will require a collective approach from Code Enforcement, Neighborhood Watch, and the Montclair Police Department. Violation of the Ordinance constitutes an infraction resulting in fines of up to \$500. Proposed Ordinance No. 13-934 provides for a graduated level of penalties for each successive violation.

FISCAL IMPACT: There would be no direct fiscal impact to the City's General Fund should the City Council adopt proposed Ordinance No. 13-934. There is the potential for some revenue from scavenging citations; however, it should be noted scavengers typically lack financial resources and may fail to carry appropriate identification.

RECOMMENDATION: Staff recommends the City Council adopt Ordinance No. 13-934 adding Section 6.16.40 to the Montclair Municipal Code related to scavenging in solid waste containers in the City.

ORDINANCE NO. 13-934

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADDING SECTION 6.16.140 TO THE MONTCLAIR MUNICIPAL CODE PROHIBITING SCAVENGING IN SOLID WASTE CONTAINERS IN THE CITY

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939" or the "Act"), established a solid waste management process that requires cities and other local jurisdictions to implement plans for source reduction, reuse, and recycling as integrated waste management practices; and

WHEREAS, Public Resources Code Section 40059, implementing Article XI, Section 7 of the California Constitution, provides that aspects of solid waste handling of local concern include, but are not limited to; frequency of collection; means of collection and transportation; level of services, charges and fees and the nature, location and extent of providing solid waste services; and whether the services are to be provided by City of Montclair employees or by means of nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, or otherwise that may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

WHEREAS, the City has the right to award solid waste franchises to contractors and has done so in accordance with Chapter 6.16 of the Montclair Municipal Code; and

WHEREAS, Public Resources Code Section 41950 and Section 41951 prohibit unauthorized removal of recyclable solid wastes and materials placed at designated recycling collection locations; and

WHEREAS, the City is obligated to protect the public health and safety of the residents and business owners of the City of Montclair as well as comply with its duties to solid waste contractors under the contracts entered into for hauling of solid wastes; and,

WHEREAS, the City has received complaints regarding the removal of items from solid waste containers by other than licensed solid waste contractors, including complaints regarding removal of recyclable commodities from solid waste containers.

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

SECTION I: Section 6.16.140 prohibiting scavenging in solid waste containers in the City is hereby added as follows:

6.16.140 Scavenging Prohibited

(A) Scavenging. It is unlawful for any person to engage in the act of scavenging. For purposes of this section, "scavenging" means engaging in any of the following activities:

(1) Tampering or meddling with a container used for disposal of solid waste including recyclable materials.

(2) Tampering or meddling with the contents of any container used for disposal of solid waste including recyclable materials.

(3) Removing the contents of any container used for disposal of solid waste including recyclable materials.

(4) Removing any container used for disposal of solid waste, including recyclable materials, from the location where the container has been placed by the owner of the container or owner's agent or employee.

(5) Removing, tampering, or meddling with solid waste, including recyclable materials, set out for collection pursuant to the provisions of this Chapter 6.16, on private property or on any sidewalk, street, or public right-of-way.

(B) Exceptions. The provisions of this section do not apply to:

(1) A contractor or its agents or employees performing under authority of contract.

(2) A City agent performing under the authority of the City.

(3) The owner or legal user of a container in which solid waste, and or recyclable materials are disposed in, including the owner's authorized agents and employees.

(C) Enforcement.

(1) It is unlawful for any person to violate any provision or fail to comply with any requirements of this section. In addition to other remedies provided by law, any person violating any provision of this section or failing to comply with any of the requirements is deemed guilty of an infraction within the manner provide in Montclair Municipal Code Section 1.12.010.

(2) Each person shall be deemed guilty of a separate offense for each and every day, or any portion thereof, during which any violation of or failure to comply with any of the provisions of this section is committed, continued, or permitted.

(D) Penalties. Each infraction is punishable by:

(1) A fine not exceeding \$100.00 for the first violation.

(2) A fine not exceeding \$200.00 for the second violation within one year.

(3) A fine not exceeding \$500.00 for each additional violation within one year.

(E) It is declared to be an infraction for any person, other than those individuals listed in subsection (b), to violate any provision of this Section 6.16.140.

SECTION II: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

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

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

City Attorney

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 0X-XXX of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2013, and finally passed not less than five (5) days thereafter on the XX day of XX, 2013, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER SEWER RATE INCREASES EFFECTIVE JULY 1, 2013	DATE: June 3, 2013 SECTION: ADMIN. REPORTS ITEM NO.: 1 FILE I.D.: SEW100 DEPT.: PUBLIC WORKS
---	---

REASON FOR CONSIDERATION: Both sewage treatment costs and sewer maintenance costs will increase over the next several years, so it is necessary to increase the rates charged to the City's customers. Sewer rate increases are subject to a public hearing process established under Proposition 218. The City Council is requested to consider setting a public hearing to consider the proposed rate increases.

BACKGROUND: The City last conducted a public hearing to establish sewer rates in 2007. The maximum rates established at that time were for a ten-year period, terminating in June 2017. Assumptions were made in 2007 as to the Inland Empire Utilities Agency's (IEUA's) future treatment rates as well as the City's own future maintenance costs. While those assumptions were fairly accurate for the first five years, they are probably less accurate for the next five years. In addition, since 2007, the City Attorney has advised staff that these Proposition 218 hearings should not cover a period longer than five years.

In 2012, IEUA adopted sewage treatment rates for a three-year period effective July 1, 2012. Therefore, the IEUA rate is known for Fiscal Year 2013-14 and Fiscal Year 2014-15. Based on the current rate and these known future rates, staff has projected the rates for an additional three years. Staff has also analyzed maintenance costs for the past few years and projected anticipated rates for the next five years as well.

The table below shows current and proposed rates. The Part 1 Fees are the fees charged by IEUA for treatment. The Part 2 Fees are those fees charged by the City for maintenance. The Part 3 Fees are also City fees charged for future replacement of the City's aging sewer lines. Boldface type indicates rates that have already been adopted.

<i>Effective Date</i>	<i>Part 1 Fee</i>	<i>Part 2 Fee</i>	<i>Part 3 Fee</i>	<i>Total</i>
Current	\$12.39	\$4.57	\$1.50	\$18.46
July 1, 2013	\$13.39	\$5.53	\$1.50	\$20.42
July 1, 2014	\$14.39	\$5.80	\$1.50	\$21.69
July 1, 2015	\$15.89	\$6.09	\$1.50	\$23.48
July 1, 2016	\$17.39	\$6.40	\$1.50	\$25.29
July 1, 2017	\$18.89	\$6.72	\$1.50	\$27.11

Prepared by: *M. S. C. H. L.*
 Proofed by: *Ally*

Reviewed and Approved by: *M. S. C. H. L.*
 Presented by: *James J. ...*

The proposed rates are maximum caps that cannot be exceeded without an additional Proposition 218 hearing.

For comparison purposes, the table below shows current rates for all agencies contracting with IEUA for sewage treatment:

Monthly EDU Rates Effective July 1, 2012

<i>Agency</i>	<i>IEUA Fee</i>	<i>City Fee</i>	<i>Total</i>
Ontario	\$12.39	\$12.60	\$24.99
Fontana	\$12.39	\$7.37	\$19.76
Chino Hills	\$12.39	\$7.20	\$19.59
Upland	\$12.39	\$6.31	\$18.70
Montclair	\$12.39	\$6.07	\$18.46
Chino	\$12.39	\$5.93	\$18.32
CVWD	\$12.39	\$5.53	\$17.92
Average	\$12.39	\$7.29	\$19.68

FISCAL IMPACT: Under Proposition 218, notices must be sent to all affected customers no less than 45 days prior to the scheduled hearing. These notices were mailed to the City's customers in compliance with the notice requirements at a cost of \$4,635.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, June 17, 2013, at 7:00 p.m. in the City Council Chambers to consider sewer rate increases effective July 1, 2013.

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION OF A
\$6,936.55 APPROPRIATION FROM THE
CONTINGENCY FUND TO PURCHASE AND
INSTALL ADA-COMPLIANT EMERGENCY
ALARM CALL BOXES AT FIRE STATION
NOS. 1 AND 2

DATE: June 3, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 2
FILE I.D.: COM060
DEPT.: FIRE

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$6,936.55 appropriation from the Contingency Fund to purchase and install ADA-compliant emergency alarm call boxes at Fire Station Nos. 1 and 2.

BACKGROUND: The emergency alarm call boxes in front of Fire Station Nos. 1 and 2 have become obsolete and are currently out-of-service. An assessment was conducted on these emergency alarm call boxes to determine if they could be repaired or if they need to be replaced. The results of this assessment indicate that the emergency alarm call boxes need to be replaced because they are not in compliance with the Americans with Disabilities Act (ADA).

The National Fire Protection Association (NFPA) recommends the installation of emergency alarm call boxes at Emergency Response Facilities (ERFs). NFPA 1221, Chapter 6 (2013 Edition), states that a publicly accessible means for reporting alarms to the communications center shall be provided on the exterior of ERFs, this Dispatch notification equipment shall be kept in working order at all times, and the telephone should be arranged in such a way that it may only be used to notify the communications center of emergency situations.

Emergency alarm call boxes are a valuable communication resource that the public may use to report emergency situations directly to the City's 9-1-1 Communications Center (Dispatch). Staff recommends that ADA-compliant emergency alarm call boxes be installed at the west entrances of both fire stations to allow quick access to the public.

While emergency alarm call boxes are valuable for reporting various types of emergencies, they are especially important for implementing the Fire Department's policy on Safe-Surrender Sites. In 2004, Fire Station Nos. 1 and 2 were designated as Safe-Surrender Sites. It is the policy of the Montclair Fire Department to allow a mother or any person in lawful custody of an infant that is 72 hours of age or younger to voluntarily surrender physical custody of the infant to any on-duty Montclair Firefighter. Persons who surrender infants younger than 72 hours of age in this manner are provided immunity from criminal prosecution by state law. This policy was developed in an effort to prevent newborn infants from being abandoned. In the event an infant is surrendered at either of the Fire stations and all personnel is out of quarters, the emergency alarm call boxes would provide a publicly accessible means of

Prepared by:

Angela Hill

Reviewed and
Approved by:

Paul D. Miller

Proofed by:

Marilyn J. Hall

Presented by:

Dennis J. Stewart

reporting this action to the 9-1-1 Communications Center, and a Police or Fire unit would be dispatched to the location.

Bid quotations for two (2) Talk-A-Phone emergency alarm call boxes were received from the following three vendors:

<i>Vendor</i>	<i>Bid Amount</i>
Internet Security Systems, Inc.	\$3,906.55
PSA Security Network	\$4,650.00
JMAC Supply Corp.	\$4,665.49

Staff recommends the emergency alarm call boxes be purchased from Internet Security Systems, Inc., as the lowest responsive bidder.

Staff recommends two (2) user licenses be purchased from Blueprint Technologies in the amount of \$250. The Talk-A-Phone emergency alarm call box is a VOIP product that requires a user license. This emergency phone will be compatible with the City's VOIP telephone system. Blueprint Technologies is the vendor that supplied the City with all of its user licenses for the VOIP phone system. Based on this information, it is recommended Blueprint Technologies be identified as a sole source vendor for the purchase of user licenses for the Talk-A-Phone emergency alarm call boxes.

Staff recommends that telecommunication wiring be purchased and installed by Mac Communications in the amount of \$2,780. The Talk-A-Phone emergency alarm call boxes require new wiring to be installed at Fire Station Nos. 1 and 2. Mac Communications has become a reliable vendor for the City by providing its data cable wiring services for many years. Based on this information, it is recommended that Mac Communications be identified as a sole source vendor for the purchase and installation of telecommunications wiring.

Electrical costs associated with the installation of the emergency alarm call boxes has been estimated by the Public Works Department to be minimal on the condition that the call boxes may be installed using the pre-identified electrical outlets. This item cannot be determined with complete certainty until the installation process commences. If the costs are minimal, they will be paid for using funds from the approved Fiscal Year 2012-13 Budget.

FISCAL IMPACT: The cost to purchase and install ADA-compliant emergency alarm call boxes at Fire Station Nos. 1 and 2 is \$6,936.55. Should the City Council approve this item, \$6,936.55 would be transferred from the Contingency Fund to the Emergency Services Capital Outlay Account No. 1001-4533-62040-400 to pay for the purchase and installation of ADA-compliant emergency alarm call boxes at Fire Station Nos. 1 and 2.

RECOMMENDATION: Staff recommends the City Council authorize a \$6,936.55 appropriation from the Contingency Fund to purchase and install ADA-compliant emergency alarm call boxes at Fire Station Nos. 1 and 2.

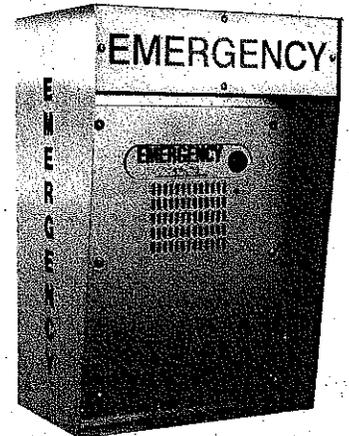
Description

Talk-A-Phone's ETP-SML Lighted Surface Mount Accessory is designed to surface mount any Talk-A-Phone flush mount emergency phone indoors or outdoors and to identify the location of an emergency phone with lettering on both sides. Additionally, the unit gives your help point location higher visibility with translucent emergency sign that is illuminated at all times. The Emergency Phone faceplate is also illuminated at all times for clear visibility during the night. The unit is constructed of durable stainless steel with a weather-protective hood.

Talk-A-Phone's ETP-SML Lighted Surface Mount Accessory is often used at university and college campuses, parking facilities, shopping malls, medical centers, industrial campuses and transit facilities.

Features

- Durable housing with weather-protective hood is suitable for mounting an emergency phone outdoors on a wall or a pole
- Translucent "EMERGENCY" sign is illuminated at all times
- Emergency Phone faceplate is illuminated at all times by an LED Panel Light
- Vandal-resistant stainless steel construction
- A variety of signage, graphics and color choices are available



Specifications

Dimensions (W x D x H):		10.3 x 8.5 top [7.0 bottom] x 15.8 in. (262 x 216 top [178 bottom] x 400 mm)
Weight:		18 lbs. (8.2 kg)
Construction:		16GA (.0625 in.) brushed stainless steel
Colors:		Brushed stainless steel is standard. Available painted in custom colors.
Signage:		0.75 in. high reflective red "EMERGENCY" lettering with wide-angle visibility is standard. Available as "ASSISTANCE", "INFORMATION", or custom lettering, colors and graphics.
Lighting:	LED Panel Light:	Ultra bright LEDs, 50,000 hour lifetime
Power:	LED Panel Light:	2.7 watts max, 12-120VAC/DC
Mounting:		Mounts to a wall or straps to a pole or a kiosk
Compliance:		CSA Certified to UL Standard 60950
Warranty:		2-year warranty

ETP-SML – Lighted Surface Mount Accessory

Options

ETP-SML Configuration	Emergency Phone Options	Alternative Surface Mounts
Analog Connectivity	ETP-400 Series Phone	<p>ETP-SM is a standard Surface Mount with no hood or lighting.</p> <p>ETP-SMB Surface Mount includes a door and extra room for handset phones.</p> <p>ETP-SMH Hooded Surface Mount includes a weather-protective hood.</p> <p>ETP-SMD Double Surface Mount includes a second opening for a directory or other device.</p> <p>ETP-SMCR Card Reader Surface Mount includes an adapter to magnetically isolate a card reader or other device.</p> <p>ETP-SMW is a Surface Mount with extra room for wireless and switched power applications.</p>
IP Connectivity	VOIP-500 Series Phone	

Accessories

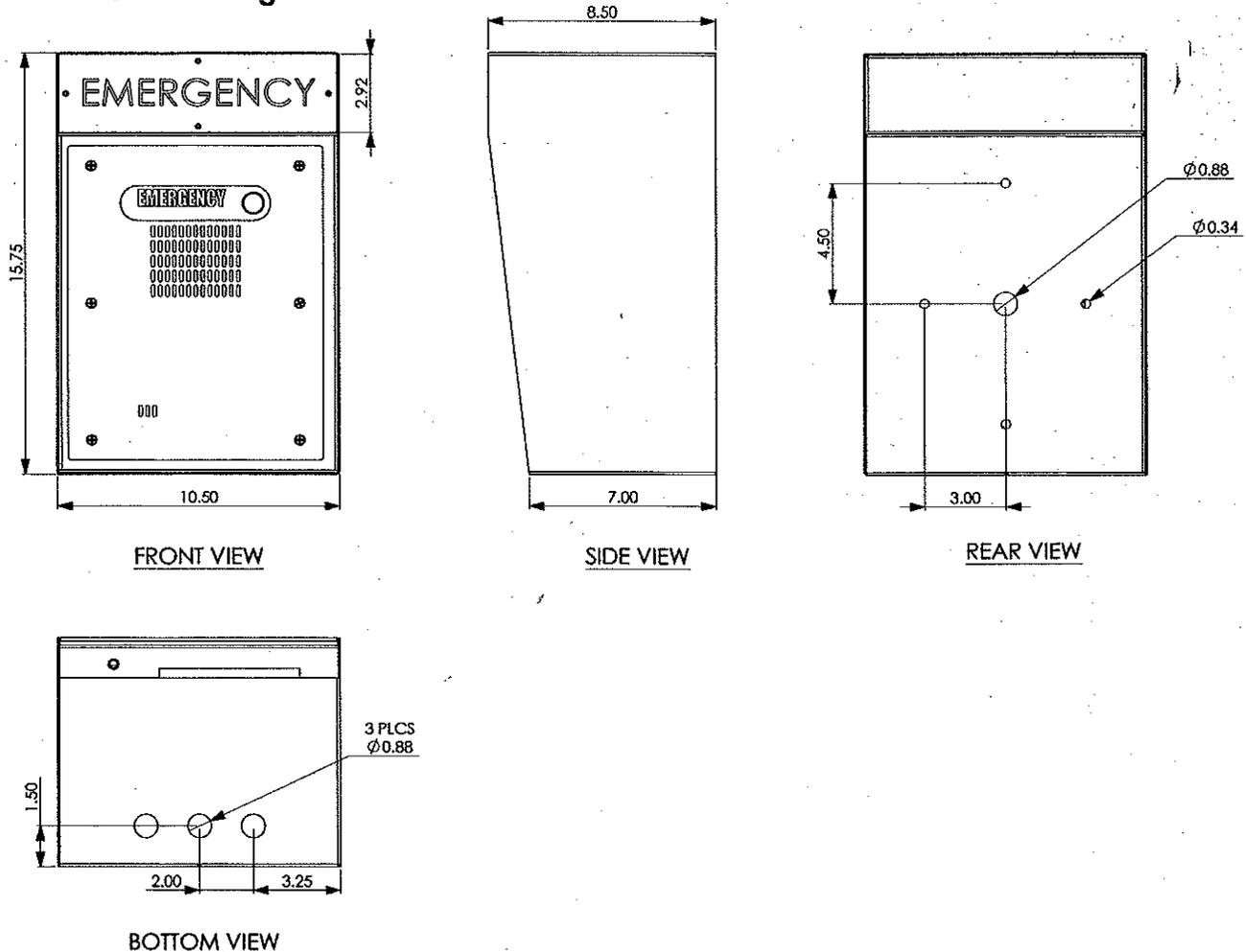
Pole Mounting Kit:

Order **ETP-PMKT** Pole Mounting Kit for strapping ETP-SML to a pole.

Strapping Tool:

Order **ETP-PMKT-TOOL** Strapping Tool for use with **ETP-PMKT** Pole Mounting Kit.

Dimensional Diagram



All dimensions are in inches and are provided for reference only.

Rev. 10/26/11

CITY OF MONTCLAIR BID QUOTATION FORM

Department Fire/IT Date 5/29/2013

Purchase Requisition No. _____

Item(s) Description: Two emergency alarm call boxes for Fire Station Nos. 1 and 2

Reason for Purchase: To replace obsolete and out-of-service fire call boxes at Fire Station Nos. 1 and 2

Employee Obtaining Quotes Ricky Tankersley

VENDORS CONTACTED

BID QUOTES*

(1) NAME	<u>PSA Security Network</u>		Intercom	3,480.00
	ADDRESS	<u>10170 Church Ranch Way, Ste. 150, Westminster CO 80021</u>	Enclosure	1,170.00
	PHONE NO.	<u>(303) 252-8607</u>	Subtotal	4,650.00
	COMMENTS	NAME OF REP.	Tax	0.00
			Shipping	0.00
			Labor	0.00
			Total	4,650.00
(2) NAME	<u>JMAC Supply Corp.</u>		Intercom	3,445.20
	ADDRESS	<u>333 West Merrick Rd. #4, Valley Stream, NY 11580</u>	Enclosure	1,211.64
	PHONE NO.	<u>(516) 812-0917</u>	Subtotal	4,656.84
	COMMENTS	NAME OF REP.	Tax	0.00
			Shipping	8.65
			Labor	0.00
			Total	4,665.49
(3) NAME	<u>Internet Security Systems, Inc.</u>		Intercom	2,878.00
	ADDRESS	<u>112 Spruce St. #A, Cedarhurst, NY 11516</u>	Enclosure	967.60
	PHONE NO.	<u>(212) 537-6540</u>	Subtotal	3,845.60
	COMMENTS	NAME OF REP.	Tax	0.00
			Shipping	60.95
			Labor	0.00
			Total	3,906.55

RECOMMENDED VENDOR AND JUSTIFICATION

Staff recommends the emergency alarm call boxes be purchased from Internet Security Systems, Inc. as the lowest responsive bidder.

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- BioScript Fingerprint Readers
- Honeywell Ademco Alarm Systems
- Arecont Vision
- Ditek
- Honeywell Genesis Cable and Wire
- Gentex Fire Protection
- Hanchett Entry Systems (HES)
- HID
- Honeywell Access (Formerly Northern Computers)
- Honeywell Video Systems
- Peico

Billing Information

First Name*: _____
 Last Name*: _____
 Company: _____
 Address: _____
 City*: _____
 Country: United States
 State: California
 Zip / Postal Code*: 91763
 Phone Number*: _____
 Fax: _____
 Email Address*: _____
 I wish to receive occasional newsletter emails from J. Mac Supply

Checkout

Your Order Edit

Item	Qty	Total
Talk-A-Phone VOIP-500D	2	\$3,445.20
Talk-A-Phone ETPSML	2	\$1,211.64

Subtotal: **\$4,656.84**
 Shipping & Handling: **\$8.65**
 Tax: **\$0.00**

Total: \$4,665.49

Order Comments: (Optional)

PLACE ORDER

Registration

Create Password: _____
 Retype Password: _____

Shipping Information

Ship To: My Billing Address
 Type Of Address: Residential Business
 Ground / Economy Shipping \$8.65

Payment

Payment Method: Select

secure checkout by VeriSign



Certified28-May

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 JMAC Supply Corp.
 333 West Merrick Rd.
 Valley Stream, NY 11580

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- Gentex Fire Protection
- Hanchett Entry Systems (HES)
- HID
- Honeywell Access (Formerly Northern Computers)
- Honeywell Video Systems
- Pelco

SHOP FOR MORE ITEMS

Your Cart

ITEM DESCRIPTION	EACH	QTY	TOTAL
Talk-A-Phone VOIP-500D	\$1,722.60	<input type="text" value="2"/>	\$3,445.20
Talk-A-Phone ETPSML	\$605.82	<input type="text" value="2"/>	\$1,211.64

Coupon code? Enter it here:

APPLY

RECALCULATE

Calculate Shipping (optional)

Shipping Rates: (change my address)

Ground / Economy

United States, CA, 91763

Tax: \$0.00

Total: \$4,665.49

Returning Customers

Sign In for Faster Checkout

Email Address

Password

[Forgot your password?](#)

LOGIN & CHECKOUT

New Customers

Click Proceed to Checkout to complete your order now.

OR On the next page you'll be able to create a personal account or checkout anonymously.

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- 333 West Merrick Rd.
- Valley Stream, NY 11580

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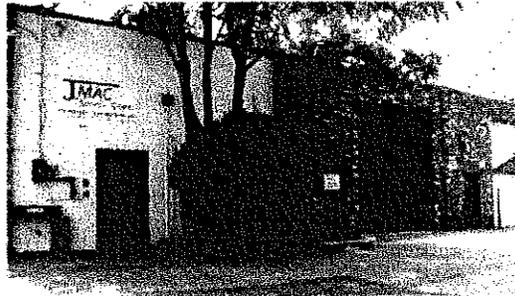


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- Tools and Supplies
- Video Surveillance
- Wire and Cabling Solutions

Contact Us

(Se Habla Español)



JMAC Supply Corp.
333 West Merrick Rd.
Unit #4
Valley Stream, NY 11580

Phone: (516) 812-0917
Fax: (646) 381-9707

Featured Brands

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- Hanchett Entry Systems (HES)
- HID
- Honeywell Access (Formerly Northern Computers)
- Honeywell Video Systems
- Pelco

Sales Inquiries

Sales@JMacSupply.com

General Inquiry

Info@JMacSupply.com

Customer Service / Order Status

Support@JMacSupply.com

Returns

[Click Here](#)

Feedback

Feedback@JMacSupply.com

Trusted Security Brands

- Alarm Controls Delayed Egress Stations
- Hes 5000
- Keyscan Security
- Gentex
- Platinum Tools Ez-Rjpro Hd
- Ademco Video
- Talk-A-Phone
- Hid Maxiprox
- Honeywell Access Nstar

Cameras, Alarms & Locks

- Silent Knight Addressable Pull Station
- Bosch Security Fire Alarm
- Takex Microwave Detector
- Alarm Controls Mag Locks
- lg7361
- Securitron Unlatch Electric Strike
- Honeywell Carbon Monoxide Detector
- Ademco Glass Break Detector

Security Parts & Peripherals

- Cyclon Batteries
- Iei Access Control Keypad
- 12v 4ah Alarm Battery
- Nuuo Software Capture Cards
- Ps-1290
- Altronix Transformers
- Firelite Nac Power Supply
- Ademco Wireless Transmitter



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cs@psasecurity.com

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Shopping cart 8 Items Total \$5,715.00 [checkout](#) [Go to Favorite Items](#) [Email Support](#)

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Results 1 - 1 of 1

Search Results for " voip-500d "

	Description	List	Price Qty
VOIP-500D	Emergency/Info Phone, 2-Button, Outdoor, Native VoIP	<u>*VENDOR NOTE*</u>	Talk-A-Phone \$1740.00

x2 = \$3,480

Please log

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Results 1 - 1 of 1

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Shopping cart 8 Items Total \$5,715.00

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Results 1 - 1 of 1

Search Results for " ETP-SML "

	Description	List	Price Qty		
ETP-SML	Surface Mounting Accessory, For400 Series Phone w/ LIT Facepl	*VENDOR NOTE*	Talk-A-Phone	\$585.00	Please log x2 = \$1,170

Results 1 - 1 of 1

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CONTACT

Integrators

PSA Security Network
10170 Church Ranch Way Suite 150
Westminster, CO 80021

Telephone (303) 252-8607
Toll free (800) 525-9422
Fax (303) 252-1741

Vendors

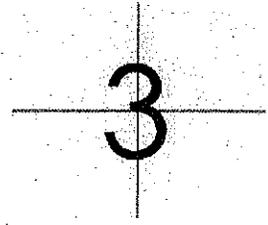
Key Contacts (PDF)

About

General Inquires: info@PSAsecurity.com
Customer Service: support@PSAsecurity.com
Marketing: marketing@PSAsecurity.com
Education: edu@PSAsecurity.com
Vendor Management: vendormgmt@PSAsecurity.com

Contact

Board of Directors
Management Team
PSA Staff



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Hotel Information
The Westin Westminster
10600 Westminster Blvd.
Westminster, CO 80020
1-800-WESTIN1

*Mention PSA when making a reservation and receive a discounted rate or book online [HERE](#).
Get 10% off Supershuttle [HERE](#).



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* First Name *

* Last Name *

Position/Title

* Email *

* Company Name *

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Fax

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Zip/Postal Code

* Country *

Comments

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Angelic Bird

From: Client Services [clientservices@securitystoreusa.com]
Sent: Wednesday, May 29, 2013 9:47 AM
To: Ricky W. Tankersley; Info
Cc: Angelic Bird
Subject: RE: Quote

Hi Ricky,

No problem, your updated quote is below:

QUANTITY	DESCRIPTION	PRICE
2	Talk-a-phone part # VOIP500D	\$1,439.00 ea. (\$2,878.00)
4 2	Talk-a-phone part # ETP-SML	\$483.80 ea. (\$967.60)
	Product Total:	\$3,845.60
	Shipping & Handling:	\$60.95
	Grand Total:	\$3,906.55

Please keep in mind we have a low price guarantee.

We just need your billing and shipping details to complete the order (form is below). If you need anything else please let me know. Thank you again for choosing Internet Security Systems, Inc.

Billing Address:

Shipping Address:

Best Phone Number to Reach You:

Confirm Part Number and Quantities:

We'll call you for your credit card information once everything is ready to be placed.

Best regards,

Carl

Internet Security Systems, Inc.

Web Administrator

SecurityStoreUSA.com

SecureLockDirect.com

P: (212) 537-6540

F: (212) 202-3763

E: clientservices@securitystoreusa.com

A: 112 Spruce St. #A, Cedarhurst, NY 11516



**Standard-Tel Networks (DBA
BluePrint Technologies)**

Phone: 562-308-5200
 Fax: 714-892-2410
 4 Executive Circle, Suite 120
 Irvine, CA 92614

Quote

No.: **47259**
 Date: **03/27/2013**

Prepared for:
 Mr. John Nguyen (909) 625-9409
 City of Montclair - Fire Station 1
 8901 Monte Vista Ave
 Montclair, CA 91763 U.S.A.

Prepared by: Tim Stancil
 Account No.: 16090

Qty.	Item ID	Description	UOM	Sell	Total
1	MIT-54002763	MCD SIP User licence	EA	\$125.00	\$125.00
				Your Price:	\$125.00
				Total:	\$125.00

Prices are firm until 6/28/2013 Terms: On Receipt

Quoted by: Tim Stancil, tstancil@bptech-inc.com

Date: 3/27/2013

Quote for purchase of (1) SIP user license for Fire Station 1.

License to be remotely loaded to customer's AMC record. No other programming or professional services are included with this quote.

Accepted by: _____

Date: _____

Disclaimer

This is a good-faith estimate only and shall become binding when signed by the customer and the signed estimate is returned to BluePrint Technologies (with 60% of the total price as a deposit on orders exceeding \$5,000). Customer agrees to take delivery of the items within 30 days of the above date and that billing will reflect actual time and materials required for the service contracted. Return of product subject to BluePrint Technologies approval and a 20% restocking and handling fee (software items are non-returnable and non-refundable). For qualified CA Indian Reservations, delivery is required to be made at the reservation. TITLE PASSES TO PURCHASER ON DELIVERY.



**Standard-Tel Networks (DBA
BluePrint Technologies)**

Phone: 562-308-5200
 Fax: 714-892-2410
 4 Executive Circle, Suite 120
 Irvine, CA 92614

Quote
 No.: **47260**
 Date: **03/27/2013**

Prepared for:
 Mr. John Nguyen
 City of Montclair - FD2 - City Yard
 10835 Monte Vista Ave
 Montclair, CA 91763 U.S.A.

Prepared by: Tim Stancil
 Account No.: 16124

Qty.	Item ID	Description	UOM	Sell	Total
1	MIT-54002763	MCD SIP User licence	EA	\$125.00	\$125.00
				Your Price:	\$125.00
				Total:	\$125.00

Prices are firm until 6/28/2013 Terms: On Receipt

Quoted by: Tim Stancil, tstancil@bptech-inc.com

Date: 3/27/2013

Quote for purchase of (1) SIP user license for Fire Station 1.

License to be remotely loaded to customer's AMC record. No other programming or professional services are included with this quote.

Accepted by: _____

Date: _____

Disclaimer

This is a good-faith estimate only and shall become binding when signed by the customer and the signed estimate is returned to BluePrint Technologies (with 60% of the total price as a deposit on orders exceeding \$5,000). Customer agrees to take delivery of the items within 30 days of the above date and that billing will reflect actual time and materials required for the service contracted. Return of product subject to BluePrint Technologies approval and a 20% restocking and handling fee (software items are non-returnable and non-refundable). For qualified CA Indian Reservations, delivery is required to be made at the reservation. TITLE PASSES TO PURCHASER ON DELIVERY.

AGENDA REPORT

SUBJECT: CONSIDER APPROVING A TIME EXTENSION REQUEST FOR A TENTATIVE TRACT MAP AND PRECISE PLAN OF DESIGN FOR A 129-UNIT RESIDENTIAL DEVELOPMENT WITHIN THE NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN	DATE: June 3, 2013
	SECTION: ADMIN. REPORTS
	ITEM NO.: 3
	FILE I.D.: LDU600
	DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: All land use and design review entitlements within the boundary of the North Montclair Downtown Specific Plan (NMDSP) require consideration and approval by the City Council.

BACKGROUND:

Project proposal

Hutton Development Company is requesting a two-year time extension for the Tentative Tract Map (TTM) and Precise Plan of Design (PPD) approved for the 129-unit Arrow Station residential development on a 6.94-acre site on the north side of Arrow Highway (approximately 213 feet east of Monte Vista Avenue) within the boundaries of the NMDSP. The TTM and PPD were approved by the City Council on December 6, 2010. The City Council granted a one-year time extension on the PPD on December 5, 2011, and a second one-year time extension on October 15, 2012. (No time extension was necessary for the tract map as it has a three-year approval period pursuant to the State Subdivision Map Act).

The applicant is currently working with Oxbow Montclair LLC to develop the project. While Southern California Edison has vacated its easements within the property boundaries, a single utility pole carrying 66KV transmission lines from the adjacent SCE substation to poles on the south side of Arrow Highway remains in the southwest quadrant of the property. In April 2013, the applicant remitted a \$20,000 engineering deposit to SCE to begin the process to remove the pole and relocate the transmission lines. However, the applicant estimates the process could take 12 to 16 months to complete.

Section 66452.6(e) of the Subdivision Map Act allows the City Council to grant a time extension of up to five years for a Tentative Tract Map. The applicant believes a two-year extension should be sufficient to complete the utility work, record the final map, and complete financial arrangements to begin development. To align with the requested time extension of the TTM, the applicant is also requesting a two-year time extension for the approved PPD.

Prepared by:

Steve Lustris
Yvonne L Smith

Reviewed and
Approved by:

Steve Lustris
Deanna Co. Jovan

Proofed by:

Presented by:

Analysis

Staff has met on multiple occasions recently with the applicant and the development team from Oxbow Partners to discuss the project. It continues to be the view of the applicant that the incremental completion of the adjacent 385-unit Paseos development, currently under construction, will result in the City's goal of establishing North Montclair as an upscale, desirable place to live. Staff supports the time extension request as it should provide a more-than-adequate amount of time for SCE to complete utility work on the property and for the applicant to record the final map and complete negotiations with the project developer. Staff continues to find the project to be an important component for implementing the goals of the NMDSP and the General Plan. Staff is recommending a two (2) year time extension for the Arrow Station TTM and PPD be granted to a new expiration date of December 6, 2015.

Public Notice and Comments

No public notice is required.

Environmental Assessment

As part of its review, the City Council found the Arrow Station project to be exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15162 and 15182 of the State CEQA Guidelines, as the proposal was consistent with the environmental impacts analyzed in the Environmental Impact Report (EIR) prepared for the NMDSP and its anticipated improvements. The EIR was approved on May 15, 2006.

FISCAL IMPACT: There would be no direct fiscal impact on the City's General Fund as a result of granting the requested time extension.

RECOMMENDATION: Staff recommends the City Council find the proposed time extension request for the Tentative Tract Map and Precise Plan of Design related to the Arrow Station project to be appropriate and to approve the request for a two-year time extension to December 6, 2015.

Attachments – Correspondence from Arrow Station, LLC (developer), dated April 30, 2013.
Correspondence between Arrow Station, LLC, and Southern California Edison

ARROW STATION, LLC

2520 N. Santiago Blvd., Orange, CA 92867

Ph. 714/921-1200 Fax 714/921-1201

April 30, 2013

Mr. Steve Lustro
Community Development Director
City of Montclair
5111 Benito St
PO Box 2308
Montclair, CA 91763

Re: Arrow Station, Montclair

Dear Mr. Lustro,

As we have recently discussed the above referenced property is encumbered by a Southern California Edison (SCE) transmission line(s) and poles crossing the southwesterly quadrant of the site. As such the development of the property is delayed not only from a physical standpoint but also from a financial standpoint, until these lines and pole can be relocated.

We have engaged SCE to begin the process to relocate these items and believe the schedule accomplish this work could take 12 to 16 months as follows:

- | | |
|--|----------------|
| • Preliminary Engineering work order (copy attached) | Complete |
| • Engineering proposal | 15 May-15 June |
| • Execute contract and provide retainer fees | 15 June |
| • Final Engineering 3-4 Months | October 2013 |
| • Advanced Material Order | November 2013 |
| • Material Delivery (4 months) | March 2014 |
| • Schedule Field Work (2 months) | May 2014 |
| • Field Work (2 months) | July 2014 |

As you can see, this schedule exceeds the current City approvals of the Tentative Tract Map (TTM) and the Precise Plan of Design (PPD) (Entitlements) for this project which expire in December of 2013. Also, in dealing with any public utility company, the schedule is subject to large fluctuations from a variety of influences.

We have been working with members of Oxbow Montclair LLC to move this development from conceptual to reality, focusing on financing to allow development of the final product. The limitations on the physical development are easy to understand; however, the considerations

Page Two
April 30, 2013
City of Montclair

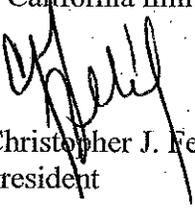
of the financial consequences may be a little less transparent. The SCE encumbrance coupled with the pending expiration of the Entitlements makes financing virtually impossible to obtain. We have considered the recordation of the Final Map as a means to protect the entitlements, but the financial requirements of recording a Final Map outweigh the benefits due to the delay from SCE.

In accordance with the Subdivision Map Act, section 66452.6 (e) we hereby request an extension of the TTM of two (2) years to allow us to 1) Remove the SCE poles, 2) Record a Final Map, and 3) Record a financial commitment to begin development. Accordingly we also request an extension of the approval of the the PPD to align with the TTM approval period.

We thank you in advance for your consideration and please do not hesitate to contact us if we can provide anything further.

Sincerely,

ARROW STATION, LLC
a California limited liability company



Christopher J. Felix
President

714/921-1200

Arrow Station, LLC
2520 North Santiago Blvd.
Orange, CA 92867

Transmittal

To: Southern California Edison

From: Savoy Bellavia 

Attn: Miguel Flores

800 W. Cienega Blvd

San Dimas, CA 91773

Re: Engineering Deposit

Date: April 5, 2013

Project ID #709

cc:

via: Federal Express

Urgent For Review Please Comment Please Reply Please Recycle

Enclosed, please find check #2177 in the amount of \$20,000.00 for the engineering deposit, Project ID #709 and the executed engineering deposit letter.

Thank you

ARROW STATION, LLC

Bank: ARROW STATION, LLC - CHECKING

Check Number: 2177

Inv. Date	Inv. Number	G/L Number	C/P	C/P Number	Amount Paid
04/05/13	040513	1800-875-3001249	0		20,000.00

Paid to: SOUTHERN CALIF. EDISON
Date: 4/5/2013

\$20,000.00

ARROW STATION, LLC

Bank: ARROW STATION, LLC - CHECKING

Check Number: 2177

Inv. Date	Inv. Number	G/L Number	C/P	C/P Number	Amount Paid
04/05/13	040513	1800-875-3001249	0		20,000.00

Paid to: SOUTHERN CALIF. EDISON
Date: 4/5/2013

\$20,000.00

ARROW STATION, LLC
2520 N. SANTIAGO BLVD.
ORANGE, CA 92867
(714) 921-1200

Wells Fargo Bank
800/869-3557

Check Number: 2177

11-24/1210(8)

April 05, 2013

Amount: \$20,000.00



Miguel Flores
Project Manager
Transmission Project Delivery
Project Management

April 5, 2013

Savoy Bellavia
Hutton Development Company
2520 N. Santiago Blvd.
Orange, CA 92867

Subject: Relocate Transmission Wood Pole #222332E and Reroute 66kV Lines
N/S of Arrow Highway, E/O Monte Vista Avenue, City of Montclair
Project ID #709

Dear Mr. Savoy Bellavia:

Southern California Edison (SCE) will require an engineering deposit in the amount of twenty thousand dollars (\$20,000.00) to proceed with engineering and development of cost estimates for the proposed relocation of SCE's Transmission facilities in conflict with your project on the N/S of Arrow Highway, E/O Monte Vista Avenue, in the City of Montclair.

If this project is canceled, SCE will deduct from the engineering advance, any expenses incurred in connection with the relocation prior to issuing any refund. However, if the project is continued, the engineering advance will be applied to the total actual cost of the relocation.

Please issue your check payable to Southern California Edison Company and forward it to the below address, Attention: Miguel Flores.

I will be coordinating your project; therefore, if I may be of assistance to you, please do not hesitate to telephone me at 951-288-6343.

Sincerely,

A handwritten signature in black ink, appearing to read "Miguel Flores".

Miguel Flores
Project Manager
Transmission Project Delivery
Project Management

800 W Cienega Blvd
San Dimas, CA 91773
909-394-2816
miguel.flores@sce.com



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

Miguel Flores
Project Manager
Transmission Project Delivery
Project Management

I acknowledge and agree to the above referenced SCE billing process as a duly
authorized representative of HUTTON DEVELOPMENT COMPANY

By: *[Signature]*
Signature

Date: 4-5-13

SAVOY M. BELLAVIA
Print Name

Title: V.P.

cc: Project File

Judi Grissmeyer

Ryan Nichols

800 W Cienega Blvd
San Dimas, CA 91773
909-394-2816
miguel.flores@sce.com

CHECK REQUEST

COMPANY ARROW STATION

PROJECT ARROW STATION

DATE 4-5-13

NEED CHECK BY: _____

____ NEXT CHECK RUN

____ EMERGENCY

PAYABLE TO SOUTHERN CALIFORNIA EDISON COMPANY

ADDRESS 800 W. CIENEGA BLVD

SAN DIMES CA 91773

PHONE 909-394-2816

FEDERAL I.D. NO. (for 1st time vendors): _____

INVOICE NUMBER _____

DESCRIPTION FOR CHECK SCE ENGINEERING DEPOSIT IN ORDER

TO START THE RELOCATION PROCESS OF AN EXISTING SCE POLE

CODE 1800-875-300/249 AMOUNT \$ 20,000

ON OUR
ARROW STATION
PROPERTY.

REASON FOR CHECK SEE ATTACHED

CHECK DISPOSITION: _____ MAIL TO PAYEE
_____ HOLD FOR PICKUP
_____ OTHER _____
_____ SEPARATE CHECK

REQUESTED BY SMBellavia

A/R Code: _____

APPROVED BY SMBellavia
4-5-13

1099 APPLICABLE? CHECK HERE IF NO ()

INPUT
APR - 5 2013
SMB

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO PURCHASE ONE 2013 GMC TERRAIN SLE-1 FROM MARK CHRISTOPHER AUTO CENTER AND ONE 2013 NISSAN XTERRA X FROM METRO NISSAN	DATE: June 3, 2013 SECTION: ADMIN. REPORTS ITEM NO.: 4 FILE I.D.: VEH450 DEPT.: POLICE
--	---

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the replacement of two vehicles currently used by WESTNET Officers.

BACKGROUND: The Police Department currently has two vehicles, a 2006 Chevrolet Trailblazer and a 2008 Dodge Durango, that are made available to the Department's WESTNET Officers. Mileage on both vehicles is in excess of 100,000 miles. According to the Department of Public Works Vehicle Evaluation monthly report, the Trailblazer has severe damage to the left front door and the suspension is worn, while the Durango has noise coming from the differential, a coolant leak in the engine, and front and rear bumper damage.

The Police Department is requesting authorization to purchase one 2013 GMC Terrain SLE-1 and one 2013 Nissan Xterra X to replace the existing vehicles.

The following vendors responded to a request for cost quotations for one 2013 GMC Terrain SLE-1:

<i>Vendor</i>	<i>Bid Amount</i>
Mark Christopher Auto Center	\$26,930
Reynolds Buick GMC	\$27,446
Dutton Motor Company	\$27,262

Mark Christopher Auto Center provided the lowest cost quotation and is the recommended vendor for this purchase.

The following vendors responded to a request for cost quotations for one 2013 Nissan Xterra X:

<i>Vendor</i>	<i>Bid Amount</i>
Metro Nissan	\$23,695
Empire Nissan	\$23,792
Fontana Nissan	\$24,147

Prepared by: <u>Judy B.</u>		Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>Sharon Agiprian</u>		Presented by: <u>[Signature]</u>

Metro Nissan provided the lowest cost quotation and is the recommended vendor for this purchase.

Emergency equipment for both vehicles would be acquired and installed aftermarket. West Coast Lights & Sirens, Inc., performs installation and repair of emergency equipment for Department vehicles and has provided a cost quotation of \$3,500 per vehicle for installation of emergency equipment.

FISCAL IMPACT: If authorized by the City Council, funding for the vehicle purchase and emergency equipment installation would result in an expenditure of \$57,625 from the State Asset Forfeiture Account.

RECOMMENDATION: Staff recommends the City Council authorize the purchase of one 2013 GMC Terrain SLE-1 from Mark Christopher Auto Center and one 2013 Nissan Xterra X from Metro Nissan.

**CITY OF MONTCLAIR
BID QUOTATION FORM**

DEPARTMENT: Police

DATE: April 10, 2013

REQUISITION NUMBER: _____

ITEM (S)/DESCRIPTION: One 2013 GMC Terrain SLE-1

REASON FOR PURCHASE: Replace vehicles used by WESTNET Officers

EMPLOYEE OBTAINING QUOTES: Sgt. Camou

VENDORS CONTACTED

(1) NAME: Mark Christopher Auto Center CONTACT PERSON: Memo Lazalde
ADDRESS: _____ PHONE: 909-908-6202
* BID QUOTE: \$26,930
COMMENTS: Vehicle plus tax and license

(2) NAME: Dutton Motor Company CONTACT PERSON: Rudy Neitz
ADDRESS: 8201 Auto Drive, Riverside, CA 92504 PHONE: 951-687-2020
* BID QUOTE: \$27,262
COMMENTS: Vehicle plus tax

(3) NAME: Reynolds GMC CONTACT PERSON: Rudy Knobloch
ADDRESS: 345 N. Citrus Ave., West Covina, CA 91791 PHONE: 626-966-4461
* BID QUOTE: \$27,446
COMMENTS: Vehicle plus tax and license

*Quotes are to include tax and delivery charges.

RECOMMENDED VENDOR AND JUSTIFICATION: Staff has selected to purchase the vehicle from Mark Christopher Auto Center due to cost.

**CITY OF MONTCLAIR
BID QUOTATION FORM**

DEPARTMENT: Police

DATE: April 10, 2013

REQUISITION NUMBER: _____

ITEM (S)/DESCRIPTION: One 2013 Nissan Xterra X

REASON FOR PURCHASE: Replace vehicles used by WESTNET Officers

EMPLOYEE OBTAINING QUOTES: Sgt. Camou

VENDORS CONTACTED

(1) NAME: Metro Nissan CONTACT PERSON: Ruel Bandoja

ADDRESS: 9440 Autoplex Dr., Montclair, CA 91763 PHONE: 909-450-0987

* BID QUOTE: \$23,695

COMMENTS: Vehicle plus tax and license

(2) NAME: Empire Nissan CONTACT PERSON: Anthony Mendoza

ADDRESS: 1377 Kettering Dr., Ontario, CA 91761 PHONE: 909-563-7720

* BID QUOTE: \$23,792

COMMENTS: Vehicle plus tax and license

(3) NAME: Fontana Nissan CONTACT PERSON: Joseph Dalton

ADDRESS: _____ PHONE: 909-574-2290

* BID QUOTE: \$24,147

COMMENTS: Vehicle plus tax

*Quotes are to include tax and delivery charges.

RECOMMENDED VENDOR AND JUSTIFICATION: Staff has selected to purchase the vehicle from Metro

Nissan due to cost.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: June 3, 2013
	SECTION: ADMIN. REPORTS
	ITEM NO.: 5
	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 June 3, 2013, and Payroll Documentation dated April 21, 2013; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated June 3, 2013, totals \$505,046.71. The Payroll Documentation dated April 21, 2013, totals \$568,577.77, with \$402,118.25 being the total cash disbursement.

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

Prepared by:

George L. Smith

Proofed by:

Andra Princesa

Reviewed and
Approved by:

Presented by:

Q. Ruh
George L. Smith

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-35 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO PROVIDE A SENIOR CITIZEN NUTRITION PROGRAM	DATE: June 3, 2013 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: HSV105 DEPT.: ADMIN. SVCS.
--	---

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-35 with the San Bernardino County Department of Aging and Adult Services (DAAS) for the Senior Citizen Nutrition Program.

A copy of proposed Agreement No. 13-35 is attached for the City Council's review and consideration.

BACKGROUND: The San Bernardino County DAAS has awarded the City a contract to provide a Senior Citizen Nutrition Program for older adults aged 60 and over. The Fiscal Year 2013-14 grant amount of \$86,204 would be used for part-time salaries, consultant fees, training, consumable supplies, and catering services needed to operate the program. The City of Montclair is contracted to annually serve 14,837 meals and provide 251 days of service.

The term of proposed Agreement No. 13-35 is July 1, 2013, through June 30, 2014.

FISCAL IMPACT: Should Agreement No. 13-35 be approved, a DAAS grant in the amount of \$86,204 would be awarded to the City. These funds have been allocated to the City through Title III of the Older Americans Act.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-35 with the San Bernardino County Department of Aging and Adult Services to provide a Senior Citizen Nutrition Program.

Prepared by: <u>W. Richter</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>Christine Smickley</u>	Presented by: <u>[Signature]</u>



County of San Bernardino

F A S

STANDARD CONTRACT

X	New	FAS Vendor Code		Dept.	Contract Number	
	Change	CITYOFM731		SC	OOA	A
	Cancel					
ePro Vendor Number					ePro Contract Number	
00003363						
County Department				Dept.	Orgn.	Contractor's License No.
Department of Aging and Adult Services				OOA	210	
County Department Contract Representative					Telephone	Total Contract Amount
Wendy Everett					(909)387-2917	\$86,204
Contract Type						
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
95200		July 1, 2013		June 30, 2014		\$86,204
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amendment Amount
AAF	OOA	210	300	3357		\$68,588
AAF	OOA	211	300	3357		\$7,021
AAF	OOA	235	300	3357		\$10,595
Project Name				Estimated Payment Total by Fiscal Year		
Elderly Nutrition Program				FY	Amount	I/D
				13/14	\$86,204	I

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

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

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County desires to provide nutrition programs for the elderly; and
WHEREAS, the Older Americans Act of 1965 provides assistance to State and local agencies to develop nutrition programs for the elderly; and
WHEREAS, County finds Contractor qualified to provide nutrition programs for the elderly; and
WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services according to the specific terms and conditions provided by the Contract;
NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

Auditor/Controller/Treasurer Tax Collector Use Only

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

TABLE OF CONTENTS

I.	DEFINITIONS.....	3
II.	CONTRACTOR SERVICE RESPONSIBILITIES	5
III.	CONTRACTOR GENERAL RESPONSIBILITIES.....	5
IV.	COUNTY RESPONSIBILITIES.....	17
V.	FISCAL PROVISIONS.....	17
VI.	RIGHT TO MONITOR AND AUDIT	20
VII.	CORRECTION OF PERFORMANCE DEFICIENCIES.....	21
VIII.	TERM	22
IX.	EARLY TERMINATION	22
X.	GENERAL PROVISIONS	23
XI.	CONCLUSION	26

ATTACHMENTS

ATTACHMENT A	- SCOPE OF WORK
ATTACHMENT B	- CLIENT COMPLAINT AND GRIEVANCE PROCEDURES
ATTACHMENT C	- ASSURANCE OF COMPLIANCE
ATTACHMENT D	- CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
ATTACHMENT E	- SECURITY INCIDENT REPORT
ATTACHMENT F	- DISCLOSURE OF LOBBYING ACTIVITIES
ATTACHMENT G	- INFORMATION SHEET
ATTACHMENT H	- COMMUNITY FOCAL POINTS LIST
ATTACHMENT I	- PROGRAM BUDGET
ATTACHMENT J	- MONTHLY INVOICE (REQUEST FOR REIMBURSEMENT)
ATTACHMENT K	- QUARTERLY EXPENDITURE REPORT
ATTACHMENT L	- MATCHING FUNDS NARRATIVE
ATTACHMENT M	- REQUEST TO PURCHASE PROPERTY/EQUIPMENT/PROPERTY BID FORM

I. DEFINITIONS

- A. Cash Match – Cash, other than program income, contributed to the project from local or State funds. With the exception of Community Development Block Grants (CDBG), Federal funds cannot be used as cash match.
- B. CCR – California Code of Regulations
- C. CDA – California Department of Aging
- D. CDA PM – Title III Program Manual for Area Agencies on Aging – This manual is based on Federal Regulations for Title III published March 31, 1980 (CRF, Chapter 8, Subchapter C, Part 1321), and pertinent parts of 45 CFR Subtitle A, Part 74, published June 3, 1980.
- E. CFDA – Catalog of Federal Domestic Assistance
- F. CFR – Code of Federal Regulations
- G. Congregate Nutrition Services (C-1) – Meals provided in a congregate setting for older individuals in an atmosphere that is pleasant and encourages socialization.
- H. Contract – The cover sheet, terms and conditions, attachments, addendums, and amendments, unless otherwise specified.
- I. Contractor – The entity (Contractor/Provider/Vendor) to which funds are awarded under this Contract and which is accountable to DAAS for use of these funds and is responsible for executing its provisions and services.
- J. CRFC – California Retail Food Code (Section 113700 et seq., California Health and Safety Code); replaces California Uniform Retail Food Facilities Law (CURFFL).
- K. DAAS – Department of Aging and Adult Services, and the designated Area Agency on Aging in San Bernardino County.
- L. DHS – California State Department of Health Services
- M. Disability – A condition attributable to mental or physical impairment, or a combination of mental and physical impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity:
 - 1. Self-care
 - 2. Receptive and expressive language
 - 3. Learning
 - 4. Mobility
 - 5. Self-direction
 - 6. Capacity for independent living
 - 7. Economic self-sufficiency
 - 8. Cognitive functioning
 - 9. Emotional adjustment
- N. Elderly – Any individual who is sixty (60) years of age or older, also referred to as "older individual."
- O. Elderly Nutrition Program – A program which provides nutrition services, as authorized by the Older Americans Act of 1965, as amended, and which shall be provided in accordance with the provisions of this Act.
- P. Equipment – Tangible personal property with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- Q. Financial Statement – For non-Federal entities that expend less than \$500,000 in a fiscal year in Federal awards, a statement that reflects the contractor's financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

- R. General Program Income – Meal income received in the form of contributions or donations made by the elderly for services rendered under this Contract.
- S. HACCP – Hazard Analysis Critical Control Point.
- T. HACCP Plan – A written document that delineates the formal procedures for following the HACCP principles that were developed by the National Advisory Committee on Microbiological Criteria for Foods and complies with the requirements of Section 114055, Health and Safety Code.
- U. HACCP Principles – The seven basic steps of HACCP which are:
1. The completion of hazard analysis identification by identifying the likely hazards to consumers presented by a specific food.
 2. The determination of critical control points in receiving, storage, preparation, display, and dispensing of a food.
 3. The setting of measurable critical limits for each critical control point determined.
 4. Developing and maintaining monitoring practices to determine if critical limits are being met.
 5. Developing and utilizing corrective action plans when failure to meet critical limits is detected.
 6. Establishing and maintaining a recordkeeping system to verify adherence to a HACCP plan.
 7. Establishing a system of audits to:
 - a. Initially verify the effectiveness of the critical limits set and appropriateness of the determination of critical control points.
 - b. Periodically verify the effectiveness of the HACCP plan.
- V. Home Delivered Nutrition Services (C-2) – Meals provided to older individuals who are homebound.
- W. HS – Human Services – A system of integrated services, where the programs and resources of eight County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- X. MIS – Management Information System
- Y. Nutrition Education – Informing recipients of congregate and home-delivered meals about current facts and information which will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.
- Z. Nutrition Services – The procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites or in their homes.
- AA. OAA – Older Americans Act – Provides comprehensive, coordinated, community-based systems of services to the elderly to enable them to maintain health, personal dignity, and independence.
- BB. Older Individual – A person sixty (60) years of age or older.
- CC. OMB – Office of Management and Budget.
- DD. Program Income – Revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
1. Voluntary contributions received from a participant or responsible party as a result of services.
 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 3. Royalties received on patents and copyrights from contract-supported activities.
 4. Proceeds from sale of items fabricated under a contract agreement.
- EE. Provider – An entity providing nutrition services. The provider may either be an AAA providing nutrition services directly with Department approval in accordance with subsection 7320(c) of Title 22, or an entity under contract with an AAA to provide nutrition services in accordance with Section 7352 of Title 22.
- FF. Registered Dietitian – A person who shall be both:

1. Qualified as specified in Sections 2585 and 2586, Business and Professions Code, and
 2. Registered by the Commission on Dietetic Registration.
- GG. Reimbursable Item – Allowable cost and compensable item.
- HH. SEFA – Schedule of Expenditures of Federal Awards
- II. Single Audit Entity – Non-Federal entities that expend \$500,000 or more in a fiscal year in Federal awards. Single Audit Entities must have a single or program-specific audit conducted for the year in accordance with OMB Circular A-133.
- JJ. State – State of California
- KK. Title III – Title III of the Older Americans Act
- LL. USC – United States Code
- MM. USDA – United States Department of Agriculture
- NN. Volunteer – An individual who provides services without pay, but may receive reimbursement for expenses.
- OO. W & I – California Welfare and Institutions Code

II. CONTRACTOR SERVICE RESPONSIBILITIES

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

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549 and implemented as 45 Code of Federal Regulations part 76.
- B. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- C. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DAAS or designee. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

- F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

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

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

- G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- H. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- I. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.
- J. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure, Client Complaint and Grievance Procedures (Attachment B), must be posted in clear view of all recipients.
- K. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. All Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- L. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- M. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements prior to providing any services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the

requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

- N. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- O. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

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

- P. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

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

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County, the California Department of Aging (CDA), the State of California, and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the

County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management

or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

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

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

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

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

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

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- 1) Premises operations and mobile equipment.
 - 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).
 - 4) Explosion, collapse and underground hazards.
 - 5) Personal injury

- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

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

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

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

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

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

or

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

or

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

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

R. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

S. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

T. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, gender, marital status, sexual orientation, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County Human Services Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to submit Assurance of Compliance (Attachment C) along with their agency's Civil Rights Plan.

U. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

V. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).

W. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).

X. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.

Y. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

Z. Contractor shall register with 211 San Bernardino County Inland Empire United Way within 30 days of contract effective date and follow necessary procedures to be included in the 211 database. The contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services

being performed under this Contract and payment for such services will not be the responsibility of the County.

AA. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Agreement or Vendor's relationship with County shall not be made or used without prior written approval of the DAAS Director or their designee.

BB. IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

CC. Contract Transaction Charge (CTC)

Contractor agrees to remit a Contract Transaction Charge (CTC) in the amount of one percent (1%) of all sales (products and/or services) occurring under this contract, not including taxes, capped at 1% of \$100,000 or \$1,000 per contract. Contractor agrees not to assess the transaction charge in the form of a line item in their invoices, rather it will include the CTC in its unit prices for all products and/or services available under the contract. The CTC shall be remitted to the County Purchasing Department at 777 E. Rialto Avenue, San Bernardino, CA 92415, no later than thirty (30) calendar days following the end of the calendar quarter in which sales (products and/or services) under the contract were paid. At the end of each calendar quarter or on the termination date of the contract, Contractor will calculate the CTC owed to County by multiplying the dollar amount of sales (products and/or services) paid by County in that calendar quarter by 1%. In no event shall contractor remit to County more than \$1,000 in total CTC payments due under the contract. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. Contractor's obligation to remit the CTC survives termination of the contract. Upon termination of the contract, Contractor shall remit any outstanding CTC payments due to County within thirty (30) calendar days following the latter of: 1) termination of contract or, 2) final payment by County (if applicable). Contractor's failure to remit the CTC in a timely manner may result in the County exercising any recourse available under the contract or as provided for by law.

DD. Information Integrity and Security

1. Information Assets

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

Information assets include (but are not limited to):

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

2. Encryption on Portable Computing Devices

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

3. Disclosure

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

4. Training/Education

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

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

5. Health Insurance Portability and Accountability Act (HIPAA)

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

6. Contractor Confidentiality Statement

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

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

7. Security Incident Reporting

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

8. Notification of Security Breach to Data Subjects

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

9. Software Maintenance

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

10. Provisions of this Article

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

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

EE. Elder and Dependent Adult Abuse Reporting

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

1. Who Must Report:

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

2. When To Report:

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

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

3. To Whom To Report:

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

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

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

4. How To Report:

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

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

FF. Conflict of Interest

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

GG. The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" form (Attachment F), in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in any subcontracts at all tiers, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- HH. Contractor shall complete and submit Information Sheet (Attachment G) in accordance with its instructions.
- II. Per DAAS contract with CDA, Article II.A.(27), Community Focal Points List (Attachment H) provides Contractors with additional resources for their customers.

IV. COUNTY RESPONSIBILITIES

- A. The County shall monitor and evaluate the performance of the Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided based on the criteria as determined by the County.
- B. The County shall provide consultation and technical assistance in monitoring the terms of this Contract.
- C. The County shall compensate the Contractor for approved expenses in accordance with Section V of this Contract.

V. FISCAL PROVISIONS

- A. The maximum amount of funds available for payment under this Contract shall not exceed \$86,204, of which \$79,183 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Contractor shall be compensated on a fee-for-service basis based on the following rates, as specified in Scope of Work (Attachment A):
 - Congregate Site: \$5.81 per meal, up to 14,837 meals
- C. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- D. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- E. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Upon written demonstration of need by Contractor and at the option of County, up to 10 % of the Title III funds may be advanced to Contractor by County upon the approval of the Director of DAAS. Any such advance shall cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the Contract term. No advance will increase the amount shown in Section V, Paragraph A.

H. Budget and Budget Revision

1. Contractor shall be compensated for expenses only as itemized in the approved budget that is incorporated by reference into the Agreement as Program Budget (Attachment I). The Contractor shall not be entitled to payment for expenses related to this Agreement until the budget has been reviewed and approved by County.
2. No Budget revision may result in an increase of the maximum dollar amount stated in Section V, Paragraph A. The written request must specify the line item or Service Category changes requested, and must include justification for the request changes. For the purpose of this section,
 - a. "Service Category" shall be defined as that classification of activities defined in the Older Americans Act (OAA) that is specific to each OAA funded grant program; and
 - b. "Service" shall be defined as the activities that are defined within a Service Category.

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

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

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

I. The County shall not approve any request for payment of funds until Contractor has properly filed completed reports as required under this Contract. If Contractor is not in compliance with any provision of this Contract, DAAS may withhold payment of any invoice submitted to DAAS by Contractor until such time as suitable documentation is submitted to DAAS and/or Contractor is deemed to be in compliance by DAAS.

J. Reports

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

2. Contractor shall meet the following standards for the submission of required financial reports:

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

1) Monthly

- Monthly Invoice (Request for Reimbursement) form (Attachment J) – Due to DAAS Administration by the 5th working day of the month following the month of service to the address stated below:

DAAS Administration
Attention: Nutrition Program Staff Analyst
686 East Mill Street
San Bernardino, CA 92415-0515

2) Quarterly

- Nutrition Program Contractor Quarterly Expenditure Report (Attachment K) – Due to DAAS Administration by the 5th calendar day of October, January, March, and June for the previous quarter of services to the address stated in the above paragraph.
- Quarterly reports shall be based on the Program Budget (Attachment I).

3) Annually – The following reports are due on an annual basis no later than August 1:

- Financial Close-out Report
- Periodic Inventory Report
- Single Audit or Financial Statement
- Schedule of Expenditures of Federal Awards (SEFA)

K. If, as a result of advanced income, the project earns interest on funds awarded by DAAS, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file.

L. Contractor shall expend all funds received hereunder in accordance with this Contract.

- M. DAAS reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure determined by DAAS and/or CDA not to be in compliance with this Contract, or inappropriate to such activities, or for which there is inadequate supporting documentation presented, or for which prior approval is required but not granted.
- N. Contractor shall return to DAAS, immediately upon written demand, any funds provided under the Contract which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Contract, or the dissolution of the entity.
- O. Contractor must return any unspent funds with submittal of the final invoice.
- P. Contractor shall maintain accounting records to account for the funds received under the terms and conditions of this Contract separate from any other funds administered by the Contractor. Contractor shall maintain records in accordance with generally accepted accounting principles.
- Q. General program income shall be used to increase the number of elderly served by a project, to facilitate access to such meals, and to provide supportive services directly related to nutrition as defined in the Scope of Work (Attachment A). General program income shall be used within the program in which it was earned.
- R. Matching Contributions
 1. The Contractor shall provide in-kind matching contributions of a minimum of \$7,620 for 2013-14, which is the Title III portion of the Contract multiplied by 11.11%.
 2. Matching contributions must be allowable costs as determined by CDA. Allowable costs may include but are not limited to rent, utilities, supplies and personnel (volunteers).
 3. Uncompensated indirect expense or Contractor allocated overhead expenses may be claimed as an in-kind matching expense if such expenses were determined on the basis of an approved indirect cost rate plan.
 4. Contractor shall provide a Matching Funds Narrative (Attachment L) to DAAS with the submittal of the initial budget identifying the type, rates applied and if applicable, source/location of allowable costs to be used as matching contributions for the period of the Contract. The identified matching contributions shall be reported to DAAS by the Contractor on a monthly or quarterly basis as specified in Section V, Paragraph D.
 - a. Services of volunteers shall be valued at rates consistent with those ordinarily paid for similar work by the Contractor. If the Contractor does not have similar work, the rate shall be consistent with those in the labor market.
 - b. All other in-kind contributions shall be valued at current market value.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of

three years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending \$500,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine months following the end of the Contractor's fiscal year.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The contractor shall communicate this information to the independent auditor conducting the organization's single audit.

93.045 Older Americans Act Title III-Grants for State & Community Programs on Aging

93.053 Older Americans Act Section 311-Nutrition Services Incentive Program

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

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

manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

C. Appeal Procedures

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

1. The Contractor shall file a formal written grievance with the DAAS Deputy Director of Administrative Services ("DAAS Deputy Director") within fifteen (15) business days after the Contractor is aware of the factors or conditions precipitating the contract dispute. The written grievance shall set forth the subject of the grievance, identify the specific clause in dispute and shall provide a detailed statement of the grievance, including dates, names, places, and the specific remedy or action requested. The filing address is 686 East Mill Street, San Bernardino, California, 92415-0640. The DAAS Deputy Director shall provide a written response to Contractor within fifteen (15) business days of receipt of the grievance.
2. If Contractor is not satisfied with the DAAS Deputy Director's response, Contractor may file a written grievance appeal, which shall include a statement by the Contractor as to why the DAAS Deputy Director's response is not satisfactory, to the Director of DAAS within fifteen (15) business days of receipt of the DAAS Deputy Director's response. The filing address is 686 East Mill Street, San Bernardino, California, 92415-0640. The Director of DAAS shall provide a written response to Contractor within fifteen (15) business days. The Director of DAAS shall have final authority for the decision on the grievance except as provided below.
3. If Contractor is not satisfied with the DAAS Director's response, Contractor may file a written grievance appeal, which shall include a statement by the Contractor as to why the DAAS Director's response is not satisfactory, to the Assistant Executive Officer (AEO) of Human Services within fifteen (15) business days of receipt of the DAAS Director's response. The filing address is 385 North Arrowhead Avenue, Fifth Floor, San Bernardino, California, 92415-0128. The Assistant Executive Officer shall provide a written response to Contractor within fifteen (15) business days. The Assistant Executive Officer shall have final authority for the decision on the grievance except as provided below.

VIII. TERM

This Contract is effective as of July 1, 2013 and expires June 30, 2014, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

IX. EARLY TERMINATION

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

X. GENERAL PROVISIONS

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

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

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

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

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

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

D. Property

1. Unless otherwise provided for in this Section, property refers to all assets, capitalized or non-capitalized, used in operation of this Contract.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
2. Property meeting all of the following criteria is subject to the capitalization requirements. Subject property must:
 - a. Have a normal useful life of at least 1 year;
 - b. Have a unit acquisition cost of at least \$500 (a desktop or laptop setup including all peripherals is considered a unit, if purchased as a unit); and
 - c. Be used to conduct business under this Contract.
3. Additions, improvements, and betterments to assets meeting all of the above conditions must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset.

Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

4. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
5. All purchases of property meeting all of the following criteria above require the following:
 - a. If purchase of equipment is to be reimbursed by DAAS, the equipment to be purchased must be specified in the budget previously submitted and approved by DAAS, or be specified in a revised budget that Contractor submits to DAAS for approval.
 - b. Contractor must seek bids from multiple firms in selecting a supplier of goods. "Multiple firms" means a minimum of three (3) separate and distinct business entities in competition to supply the same or similar good. When selecting a bid, Contractor must consider such factors as type of goods/supplies needed, cost, schedule, and availability.
 - c. Prior to any property/equipment purchases of \$500 or more by Contractor the "Request To Purchase Property/Equipment" and "Property/Equipment Bid Form" (Attachment M) must be submitted by Contractor and be approved by DAAS.
6. The Contractor shall record the following information when property is acquired:
 - a. Date acquired;
 - b. Property description (include model number);
 - c. Property identification number (serial number);
 - d. Location of property;
 - e. Cost or other basis of valuation;
 - f. Fund source; and
 - g. Rate of depreciation (or depreciation schedule), if applicable.
7. The Contractor shall not use DAAS funded property as collateral to obtain loans, etc. Any liens placed against properties purchased with the funds available through this contract should be reported to DAAS within five (5) days. The Contractor shall maintain and submit to DAAS annually with the closeout, a current inventory of property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Contract or any predecessor contracts for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by DAAS
8. Disposal of Property
 - a. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Contract, the Contractor must obtain approval from DAAS regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall use the Request to Dispose of Property (CDA 248) to dispose of property.
 - b. Contractor shall remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to,

magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

9. The Contractor shall immediately investigate, and within five (5) days fully document the loss, destruction, or theft of such property.
 10. DAAS reserves title to all DAAS-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
 11. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Contractor has complied with all written instructions from DAAS regarding the final disposition of the property.
 12. In the event of the Contractor's dissolution or upon termination of this Contract, the Contractor shall provide a final property inventory to DAAS. DAAS reserves the right to require the Contractor to transfer such property to another entity, or to DAAS. To exercise the above right, no later than 120 days after termination of the Contract or notification of the Contractor's dissolution, DAAS will issue specific written disposition instructions to the Contractor.
 13. The Contractor shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of DAAS for other purposes in the following order:
 - a. Another DAAS program providing the same or similar service; or
 - b. Another DAAS-funded program.
 14. Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Director of DAAS. As a condition of the approval, DAAS may require reimbursement under this Contract for its use.
 15. The Contractor or subcontractor shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately owned business entity.
 16. Contractor shall include the provision contained in this Section in all its subcontracts awarded under this Agreement.
- E. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- F. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- G. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

- H. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- I. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

XI. CONCLUSION

- A. This Contract, consisting of twenty-seven (27) and Attachments A through M, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

►

 Janice Rutherford, Chair, Board of Supervisors

Dated: _____

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

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

By: _____
 Deputy

City of Montclair

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

By ►

 (Authorized signature -- sign in blue ink)

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

Title: Mayor
 (Print or Type)

Dated: _____

Address: 5111 Benito Street

Montclair, CA 91763

Approved as to Legal Form

 Jacqueline Carey-Wilson, Deputy County Counsel
 Date _____

Reviewed by Contract Compliance

 Regina Dalton, HS Contracts Unit
 Date _____

Presented to BOS for Signature

 Ron Buttram, Director
 Date _____

San Bernardino County
Elderly Nutrition Program
Scope of Work
2013-14
July 1, 2013

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

Contractor: City of Montclair

Service Area: Montclair

I. Program Description:

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

II. Eligibility for Nutrition Services:

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

"Frail" means that an older individual is determined to be functionally impaired because the individual either:

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

III. Requirements for Nutrition Services:

A. Congregate Meals:

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

B. Home-Delivered Meals:

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

3. Clearly label individual meals to indicate at least the entrée and primary protein source. Examples: "Chicken Enchilada," "Beef Lasagna."
4. Establish a waiting list for home-delivered meals whenever the home-delivered meal providers are unable to provide meals to all eligible individuals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be based on greatest need and/or in accordance with policy established by the home-delivered meal provider, in consultation with DAAS.
5. Provide home-delivered meals in pre-packaged divided trays (hot or frozen meals).
6. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by DAAS.

IV. Program Outcomes:

- A. Total Number of Meals to be Served: 14,837
 1. A minimum of 95% of the total number of meals is to be provided. The Director of DAAS must approve requests to serve less than 95% of the total number of meals to be provided. All such requests must be in writing.

Program: C-1 (Congregate Meals)	Program C-2 (Home-Delivered Meals)
# of Days of Service: 251	# of Days of Service: N/A
Number of Meals: 14,837	Number of Meals N/A
Sites to be Served: City of Montclair Community/Senior Center	Areas to be Served: N/A

V. Staffing:

- A. Manager or Director:
 1. The ENP provider shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the ENP, and either have (1), (2), or (3):
 - a. Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years' experience as a food service supervisor, or,
 - b. Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian, or,
 - c. Two years' experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire.
 2. The ENP Provider shall maintain documentation on file of the qualifications of the Program Manager or staff.
 3. If the Provider has more than one site, the Manager/Director shall monitor the sites on a bi-monthly basis. The bi-monthly visit shall be for the purpose of monitoring the food service practices of the employees and the implementation of the program requirements at the site level. Documentation of each visit shall be maintained on file for DAAS review.

B. Personnel – Paid Staff/Volunteers:

1. There shall be sufficient qualified paid staff or volunteer staff with the appropriate education and experience to carry out the requirements of the ENP. The total number of staff should be based on the method and level of services provided and size of the service area.
2. Contractor is encouraged to hire multi-lingual/multi-cultural staff to increase low-income and ethnic minority program participation in accordance with federal mandates.
3. Contractor shall recruit for vacant positions in an open and competitive application process free of discriminatory questions. Written job descriptions for all paid and volunteer staff shall be maintained.
4. Contractor shall complete a written work performance evaluation on all paid and volunteer staff at least annually.
5. All staff, paid and volunteer, that will be involved in food service operation or clean-up except home-delivered meal drivers must be in possession of a current San Bernardino County-issued Food Worker Card and Certificate.
6. Volunteers shall be recruited and used in any phase of the program operation where qualified.
7. Volunteers shall be screened and selected through a formal process that assesses their capabilities.
8. Volunteers shall receive the same training as paid staff.
9. Volunteers that are paid through other job training programs are not considered volunteers and must be paid the agreed upon rate charged for regular paid staff.
10. The ENP Provider shall maintain a written Volunteer Policy that describes how volunteers are recruited, screened, what topics they are taught at orientation, and how often their performance is evaluated.

C. Registered Dietitian:

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

VI. Staff Training Activities:

- A. A yearly written Staff Training Plan shall be developed, implemented, and maintained on file by the ENP Provider, as required in Title 22, Division 1.8, Section 7636.7(c).
- B. The Provider's Registered Dietitian shall review and approve the content of the Plan prior to presentation.
- C. The Staff Training Plan must identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled.
- D. A copy of the Staff Training Plan that has been approved by the Provider's Registered Dietitian must be submitted to DAAS by July 31 of the FY it is being provided in. The DAAS Registered Dietitian will review and approve the Staff

Training Plan and return it to the Provider. The DAAS approved Staff Training Plan must be kept on file.

- E. A minimum of four (4) hours of staff training shall be provided annually for paid and volunteer food service staff, including congregate and home-delivered meal staff.
- F. Training sessions shall be evaluated by those receiving the training.
- G. The ENP Provider shall maintain documentation of each training session on file. Documentation includes, but is not limited to, sign-in sheets, agendas, handouts, and completed evaluations.
- H. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
 - 1. Food safety, prevention of food borne illness, and Hazard Analysis Critical Control Points (HACCP) principles.
 - 2. Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
 - 3. Elder Abuse Law and reporting procedures.
 - 4. CDA Security Awareness Training (annually).

VII. Senior Participants:

- A. Satisfaction Survey:
 - 1. The ENP Provider shall conduct a Client Satisfaction Survey at least annually. The Survey instrument must be approved by DAAS prior to its use, and all findings from the Survey must be used to improve services. The Provider must keep the completed Surveys and the tabulated results on file. A copy of the tabulated results must be submitted to DAAS by March 7th of the FY it is being conducted for.
- B. Complaint Procedures:
 - 1. Each Provider shall have a written Complaint Procedure.
 - 2. The Complaint Procedure will be available for the participants and will provide them the opportunity to provide positive as well as negative feedback to the Program Manager.
 - 3. The Provider shall have an assessment tool readily accessible for the seniors attending the congregate site or receiving a home-delivered meal.
- C. Nutrition Education Services for Participants:
 - 1. Nutrition Education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs.
 - a. Nutrition Education for congregate sites is defined as demonstrations, presentation, lectures or small group discussions, all of which may be augmented with printed materials.
 - b. Nutrition Education for home-delivered meal participants may consist solely of printed material that is in conjunction with a congregate meal Nutrition Education presentation.
 - 2. Nutrition Education shall be based on the particular need of congregate and home-delivered meal participants. An annual Needs Assessment shall be performed by the ENP Provider to make this determination.
 - 3. The Nutrition Education Plan and annual Needs Assessment must be submitted to DAAS by July 31 of the fiscal year in which it is being provided.
 - 4. Nutrition Education sessions must be reported monthly to DAAS using the Nutrition Education Monthly Service Unit Report.

Nutrition Education Units of Service:

Program: C-1 (Congregate Meals)	Program: C-2 (Home-Delivered Meals)
# of Units to be Provided: 278	# of Units to be Provided: N/A
# of Sites to be Presented at: 1	# of Participants to be Presented to: N/A

VIII. Menu Planning Guidelines/Menu Requirements:

- A. Menus to cover a minimum of 3-months shall be planned and submitted to DAAS. Menu cycles must be 4 weeks or longer.

- B. Menu cycles shall include the availability of seasonal foods.
- C. Health, cultural, ethnic and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.
- D. Menus shall be planned with guidance from the Provider's Registered Dietitian, analyzed by either the computerized or the component method, checked for required menu elements, and then approved as meeting requirements by the Provider's Registered Dietitian. Upon approval they shall be forwarded to the DAAS Registered Dietitian for certification.
- E. Menus shall be submitted to the DAAS Registered Dietitian forty-five (45) days prior to the menu start date. Allow thirty (30) days for the menu certification process. Timely submitted menus will be returned to the Provider at least fifteen (15) days prior to the menu start date. ENP Providers are required to have menus certified prior to the menu start date. All signatures on the menu shall be original signatures.
- F. A copy of the certified menu must be posted in a spot conspicuous to clients at each congregate site.
- G. Copies of the menus shall be made available to the participants upon request.
- H. In planning the menus, the current Dietary Reference Intakes (DRI) and the Dietary Guidelines for Americans (DGA) are to be considered. Menus shall conform to the following criteria referenced in the sources:
 - 1. Provide an average of 550-750 calories per meal.
 - 2. Limit total fat to no more than 25-35% of the calories averaged for the week.
 - 3. Choose and prepare foods with low amounts of salt, soy sauce and other high sodium items.
 - 4. Include good sources of dietary fiber such as whole grains and cooked dry beans at least two times a week.
 - 5. Include a variety of foods and preparation methods with consideration to color, combinations, texture, size, shape, taste, and preference of the participants served.
 - 6. Dietary Reference Intake Values:
 - a. Table one (1) represents the most current Dietary Reference Intakes (DRI) values and daily compliance range for target nutrients. The values provided are based on the U.S. Department of Agriculture (USDA) Food Guide calculated for one (1) meal for a woman over seventy (70) years of age whose activity level is sedentary. This example represents a majority of the older adult population served by the ENP statewide.
 - 1) The nutrients selected for this Table are based on the target nutrients to:
 - a. Promote health and prevent disease
 - b. Prevent deficiencies
 - c. Indicate diet quality
 - d. Manage disease
 - b. Of these Target Nutrients, meals must supply a minimum of 33 1/3 percent of the DRIs for Calories, Protein, Vitamin A, Vitamin C, Fiber, and Calcium.

Table 1
Target Nutrients

Nutrient	Target Value * per meal	Daily Compliance Range
Calories (Kcal)	>550 Kcal	>550 – 700 Kcal
Protein	15 gm	15 gm (in the primary protein source)
Fat (% of total calories)	20-35%	<35% weekly average
Saturated Fat (% of total calories)	<10%	<10%
Trans Fat	<0.5g	CRFC Chapter 12.6 section 114377**
A (µg RAE)	233 µg	> 233 µg 3 out of 5 days /wk or 4 out of 7 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B12 (µg)	0.8 µg	0.8 µg (may average over a week)
Calcium (mg)	400 mg	>400 mg (may average over a week)
Magnesium (mg)	105 mg	>105 mg (may average over a week)
Sodium (mg)	<500-750 mg	<1,000 mg (over 1,000 mg place an icon on the menu)
Fiber (gm)	>7 gm	>7 gm (may average over a week)
Potassium (gm)	1565 mg	1565 mg(may average over a week)
Vitamin D	200 IU	200 IU (may average over a week)

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

**California Retail Food Code: Commencing January 1, 2011, no food containing artificial trans-fat, including oil and shortening that contains artificial trans-fat for use in the deep frying of yeast dough or cake batter, maybe storage, distributed, served by, or used in the preparation of any food within a food facility.

***RAE = Retinol Activity Equivalent. NOTE: Fortified foods should be used to meet Vitamin B12 needs.

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

- i. Meal Elements – required for both computerized and component menus:
 1. Protein – meat, fish, poultry, legumes, eggs, and cheese:

- a. A minimum of 2.0 ounces of cooked, edible portions of meat, fish, poultry, legumes, eggs, cheese, (or a combination thereof) providing at least 15 grams of protein. Programs should consider the preferences of the participants they serve.
 - b. Legumes may not be counted as both vegetable and protein. ENP Providers may use other protein sources to provide the occasional vegetarian meal.
2. Vegetables (1-2 servings):
- a. One serving cooked or raw vegetables = 1/2 cup
 - b. Vegetables as a primary ingredient in soups, stews, casseroles, or other combination dishes must total 1/2 cup (cooked) per serving.
 - c. One serving raw leafy vegetables (salads) = 1 cup per.
3. Fruit (1 serving):
- a. A serving of fruit equals:
 - 1) 1 medium sized whole fruit
 - 2) 1/2 cup fresh, chopped, cooked, frozen, or canned drained fruit
 - 3) 1/2 cup 100% fruit juice
 - b. Fresh, frozen, or canned fruit should be packed in juice, light syrup, or without sugar. Fruit packed in high sugar content syrup must be rinsed before using.
 - c. Fruit juice may be used only occasionally, as it contributes no fiber and can raise blood sugar in those with diabetes
4. Breads/Grains (1 ounce-equivalent serving):
- a. One serving equals :
 - 1) 1 slice of bread, a medium dinner roll, or 1/2 burger bun
 - 2) 1/2 cup cooked rice, barley, corn meal, or other cooked breakfast cereal
 - 3) 1/2 cup cooked spaghetti or other pasta
 - b. One-half of the daily intake of grains should be from whole grains. Grains that are processed (not whole) must be fortified.
5. Milk (8 fl. oz.):
- Each meal shall contain eight (8) fluid ounces of fortified nonfat milk, 1%fat milk, buttermilk or calcium-fortified soymilk or calcium-fortified orange juice. If a participant's personal preference precludes the acceptance of milk with the meal, an equivalent high calcium substitute must be offered.
6. Fat (Optional):
- a. Each meal may contain fat components to increase the palatability and acceptability of the meal.
 - b. When selecting and preparing meat, poultry, dry beans, and milk or milk products, make choices that are lean, low fat, or fat free.
 - c. Less than 10% of calories should come from saturated fat, and minimize trans fats. Keep total fat intake between 20 to 35 percent of calories, with most fats coming from sources of polyunsaturated and monounsaturated fats such as fish, nuts, and vegetable oils.
7. Dessert (Optional):
- a. Dessert may be provided as an option to satisfy the caloric requirements or for additional nutrients. Use fruit as a dessert as often as possible. Limit sweets that are high sugar, high fat, and/or high refined grains to no more than once or twice per week.
 - b. When a dessert contains 1/2 cup of fruit per serving, it may be counted as a serving of fruit.
8. Condiments and Product Substitutes:
- a. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided, but

- should not be counted as fulfilling any part of the nutritive requirements.
- b. Condiments such as high sodium salad dressings, ketchup, soy sauce, mustard, and mayonnaise do not need to be counted in a menu analysis if they are served "on the side" and are not combined with the food.
 - c. At least one low-sodium salad dressing option must be provided for leafy green salads.
 - d. Oil-and-vinegar and other salad dressings served combined with salads must be accounted for in the nutrient analysis of the menu and/or recipe.

9. Sodium:

The commitment to reduce sodium in the meals stems from the fact that nutrition-related chronic diseases remain the primary cause of death among people aged 65 and older. California has a diverse population, and the ENPs in the State provide culturally appropriate meals for many ethnicities. Asian meals traditionally have higher sodium levels. Programs that choose to provide culturally appropriate meals, but are concerned with the sodium content of the meals, may consider:

- a. Using low sodium soy sauce or diluting soy sauce with water to produce low sodium soy sauce;
- b. Offering soy sauce as a condiment to be added by the senior;
- c. Providing Nutrition Education on sodium;
- d. Continuing to work with the sodium levels of meals; making small steps to reduce the risk of developing kidney stones, and possibly decrease bone loss with age;
- e. Not providing potassium chloride salt substitutes;
- f. Noting meals that have more than 1000 mg of sodium on the menu as such: "This meal contains more than 1000 mg of sodium," or using an icon denoting a high sodium meal; and
- g. Using low sodium versions of high sodium foods when available and feasible with budget allowances.

10. Menu Item Flexibility:

The ENP Provider has the discretion to allow occasional flexibility in planning meals that may not meet the meal pattern, but does meet the nutrient value requirements. Fortified food products and combination dishes used in a menu may not match the meal pattern, but may provide for the required nutrient values. For example, a fortified snack bar as a dessert could be used to boost the nutrient value of a boxed lunch or special occasion meal.

J. Meal Element/Nutrient Analysis:

A meal element and nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be done to ensure compliance with Title 22, Division 1.8, Section 7638.5.

1. Meal Element Analysis: Use Section "I" Requirements Above
2. Computerized Nutrient Analysis Requirements
 - a. Although not required, use of computerized nutrient analysis is strongly recommended and will help ensure and verify the nutritional adequacy of meals. The goal of assessing nutrient intakes of groups is to determine the prevalence of inadequate or excessive nutrient intakes within a particular group of individuals.

While meal patterns serve as a basic framework for menu planning, providers are encouraged to use computerized nutrient analysis because it provides specific information on nutrients the menu may not be providing. The information that a menu is not supplying all of the desired nutrients will guide the development of future menus. As required menu elements are expanded, it is more difficult to meet all of the requirements on a daily basis. ENP Providers should focus on:

- 1) Vitamin A
 - 2) Vitamin C
 - 3) Protein
 - 4) Fat
 - 5) Sodium
 - 6) Fiber
- b. Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions and nutrition education.
- c. The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; total fat; saturated fat; total fiber; Vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, B12, calcium, chromium, copper, iron, magnesium, sodium, and zinc. In addition to meeting one-third of the DRIs, the menus should also follow the DGA.
2. Component Nutrient Analysis Requirements:
- a. The California 1600-calorie component meal pattern has been developed to reflect the new DGA requirements for those programs that are not using computerized nutrient analysis. Items that provide the following target nutrients should be identified on the menu when using a component meal pattern template:
 - 1) Vitamin C – Provide one-third (1/3) of the DRI for Vitamin C each meal – 25 mg (for a 1600-calorie menu).
 - 2) Vitamin A – Provide one-third (1/3) of the DRI for Vitamin A at least three (3) times per week, 233 µg (for a 1600-calorie menu).
 - 3) Sodium – meals that contain over 1,000 mg of sodium must be noted on the menu as a high sodium meal.
 - b. Table 2 describes the elements in the California 1600-calorie meal pattern. Serving sizes are based on the USDA My Plate. This sample component meal pattern does not assure that meals meet one-third (1/3) of the DRI's and the DGA. Meals will require specific types of fruits and vegetables, whole grains, and high fiber foods in order to assure the target nutrients are provided. The component meal pattern may be deficient in Vitamin B12, requiring additional nutrition education for participants on the selection of foods that are good sources of this nutrient.
 - c. The meal pattern in Table 2 below is based on the minimum requirements for a sedentary female 70 years of age. If the majority of the population served by a provider falls within another requirement range (i.e. active 60 year old men), the serving sizes and minimum number of servings required can be adjusted to

meet the service population. ENP Providers should verify the population served and develop menu criteria accordingly.

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

Food Group	Required servings for 550 calories per meal	Serving sizes for 1600 calorie level
Lean meat or beans	1 serving 2 ounces per meal	2 ounces = 1 serving
Vegetable	1 – 2 servings	½ cup = 1 serving
Fruit	1 serving	½ cup = 1 serving
Bread or Grain At least ½ whole grain	1 – 2 servings	1 slice Bread = 1 serving ½ cup of rice or pasta = 1 serving
Non-fat or 1% fat milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional - limit sweets use fruit	Select foods high in fiber and low in fat and sugar

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

(2) Caloric value (1,600 Kcal/day) based on a 70-year-old female, "sedentary" physical activity level using Table 3 - Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity, from the DGA 2010.

IX. Food Procurement:

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

X. Food Storage:

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

XI. Food Production:

- A. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
- B. Food production and meal service shall be under the supervision of a trained staff in food service management to ensure food service sanitation and the practice of hygienic food handling techniques are followed. This person shall function with the advice of the Provider's Registered Dietitian.
- C. Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed:
 1. The Provider's Registered Dietitian must approve all menu substitutions.

A Menu Substitution Form must be completed and signed by the Provider's Registered Dietitian.

2. The completed Menu Substitution form shall be kept on file for DAAS review.
- D. Production Control:
1. Production schedules or worksheets must be available in the food preparation area.
 2. Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.
 3. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
 4. Appropriate utensils for correct and consistent portion control shall be available and used at each site.
- E. Meal Service/Temperature Monitoring:
1. All food for congregate sites shall be packaged and transported and held before and during serving in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.
 2. Temperatures of meals shall be monitored in the following ways, at a minimum:
 - a. All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen.
 - b. All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked at satellite congregate sites upon delivery and at all congregate sites immediately before meal service.
 - c. The ENP Provider must have written procedures for monitoring food temperature.
 - d. The ENP Provider must use a form to document food temperatures daily (i.e. Food Temperature Log).
 - e. The ENP Provider shall have a staff member review the completed Food Temperature Logs at random a minimum of every other month. If problems are discovered, an action plan must be developed to resolve the issue.
 - f. All completed Food Temperature Logs must be maintained on file for DAAS review.
 3. Meals shall be served to seniors "offer versus serve" – meaning participants are to be given an opportunity to decline a menu item. Food trays shall not be served ahead of time.
 4. To maintain quality in prepared foods, holding times shall be kept to a minimum. Long periods of holding hot foods at required temperatures diminishes the nutrient content and palatability of foods.
 5. Holding time shall not exceed 2 hours between the end of production and the beginning of food service at the congregate site.
 6. Milk and milk products shall be provided in individual, commercially filled containers, or shall be poured by a staff member directly from commercially filled bulk containers into the clean glass or cup from which they are to be consumed.
 7. Cool water shall be offered with each meal to encourage fluid intake and lower the risk of dehydration—a risk that is higher for older adults.
 8. Single service utensils and tableware shall be used one time only and then discarded.

9. Safety of the food after it has been served at the congregate site and then removed by the participant from the congregate site is the sole responsibility of the participant and may be consumed by the participant as he/she deems it appropriate.
10. The Provider shall have a sign posted in the congregate site stating, "Food removed from the congregate site is consumed at your own risk."

XII. Food Service Requirements:

- A. The ENP Provider shall ensure that the following forms are available, completed daily, and maintained at each nutrition site for a minimum of 12 months:
 1. Food Temperature Logs – separate logs shall be available for congregate meals, home delivered meals, and individual meals chilling process.
 2. Cleaning Schedule
 3. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
 4. Production Schedule – applicable only if food is cooked at the site.
 5. The current Environmental Health inspection detailed report shall be available at the site for review.
 6. Staff and volunteers who are involved in any part of food service operation or clean-up except home-delivered meals drivers shall possess a current San Bernardino County-issued Food Worker Card and Certificate that shall be available for review.

XIII. Program Requirements:

- A. Client Intake Sheets:
 1. The ENP Provider will ensure that each participant completes the Client Intake Sheet form (provided by DAAS) to determine his or her level of nutritional risk. Forms shall be completed for:
 - a. Congregate Meal Participants – at the beginning of service and then annually thereafter for clients who remain on the program.
 - Sections 1 and 3 are required for congregate meals.
 - b. Home-Delivered Participants – at the beginning of service and then quarterly thereafter for clients who remain on the program.
 - Sections 1, 2, and 3 are required for home-delivered meals.
 2. ENP Providers who are required to complete their own data entry into the SAMS System must enter the annual and quarterly Client Intake Sheets into the database in a timely manner.
 3. ENP Providers who are not required to complete their own data entry must send the Client Intake Sheets to DAAS for data entry into the SAMS System.
- B. Outreach/Marketing Activities:
 1. ENP Providers are required to provide outreach in the community through community organizations and other groups. All outreach and marketing activities shall be documented and kept on file for the annual monitoring visit conducted by DAAS.
 2. ENP Providers shall develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving the minority communities.
- C. Emergency Procedures:
 1. ENP Providers shall have a written Emergency/Disaster Plan.
 2. Each nutrition site shall have an evacuation plan posted identifying the emergency exits and assembly areas.

3. Staff must be knowledgeable of emergency procedures.
 4. Where feasible and appropriate, ENP Providers shall make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122 (2). Such arrangements shall be included in the Emergency/Disaster Plan.
- D. Donations and Confidentiality:
1. An Eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal
 2. The ENP Provider shall develop a suggested contribution/donation amount. When developing this contribution/donation amount, the income ranges of the older individuals in the community and the Provider's other sources of income shall be considered.
 3. A sign indicating the suggested contribution for eligible individuals and the fee for guests shall be posted near the contribution container at each congregate meal site. A guest fee shall cover all meal costs.
 4. No eligible individual shall be denied participation because of failure or inability to contribute.
 5. The Provider shall ensure that the amount of the eligible participant's contribution is kept confidential.
 6. The ENP Provider shall establish written procedures to protect contributions and fees from loss, mishandling, and theft (i.e. Contribution/Donation Procedures). Such Procedures shall be kept on file for DAAS review.
 7. All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.
- E. "No Soliciting" Sign:
1. The ENP Provider shall ensure that a "No Soliciting" sign is posted on the door leading to the congregate nutrition site. No soliciting of any kind is permitted on the premises during the lunch hours for services or goods promoted by businesses.
- F. Coordination:
1. If applicable, develop a fair and equitable policy and procedure for referring participants to the appropriate transportation provider for securing public transportation to and from nutrition sites and have the policy available for review by DAAS.
 2. Include the following statement on all advertising, brochures, poster, etc., "Funding for this service has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging."
 3. Coordinate service with other County departments and local agencies by providing time for presentations or special activities that promote a community based system of care for the participants attending nutrition sites.
- G. Reporting:
1. All fiscal and program data must be reported monthly (i.e. Request for Reimbursement, Rosters, Monthly Service Unit Report, etc.). All reports are due to DAAS by the 5th business day of the month following the month of service. DAAS will provide training as needed.
 2. The Provider shall maintain support files including, but not limited to, invoices, payroll, Client Intake Sheets, and any other supporting documents to substantiate monthly reports.
 3. ENP Providers are required to report all known or suspected cases of elder abuse to DAAS Adult Protective Service or law enforcement immediately by telephone.

A written report must be sent within two (2) working days. Abuse of an elder or dependent adult means physical abuse, neglect, intimidation, cruel punishment, fiduciary abuse, abandonment, isolation, or other treatment resulting in physical harm or pain or mental suffering or the deprivation by a care custodian of goods or services which are necessary to avoid physical harm or mental suffering.

4. Maintain records, by month, that support claimed in-kind expenditures.
5. Report expenditures funded with Deferred Income by September 30th of the FY in which it is being claimed.
6. Develop and have on hand for review by DAAS, a cost allocation plan which explains the methods used to allocate costs between congregate and home-delivered meals or any other program funded by DAAS.
7. In the event additional funds become available, the Provider will use the funds to increase the number of meals being provided to participants by either increasing the number of individuals attending its present sites, or by opening new sites in communities not already served by the Provider. Exceptions to this requirement must be fully documented in writing and submitted to the Director of DAAS for prior approval.
8. Other Reporting Requirements:
 - a. SAMS (Social Assistance Management System):
 - 1) The following reports are to be completed and submitted to DAAS by the 5th business day of the month following the month of service if the Provider is serving less than 500 clients per month:
 - a) Client Intake Sheets for any new clients or any annual or quarterly assessments completed in the month.
 - b) Meal Rosters
 - 2) Providers that are serving more than 500 clients shall secure the appropriate licensing, have a dedicated staff responsible for maintaining the client tracking software, obtain and maintain an Internet Service Provider and the appropriate hardware that can support the program. These Providers shall be responsible for entering the following data into SAMS by the 5th business day of the month following the month of service:
 - a) Client Intake Sheets for any new clients or any annual or quarterly assessments completed in the month.
 - b) Rosters
 - c) Routes (if applicable)

9. Nutrition Education Monthly Service Unit Report

The Nutrition Education Monthly Service Unit Report is a tool that is used to report the number of Nutrition Education service units that have been provided to participants. This report is to be completed and submitted to DAAS by the 5th business day of the month following the month of service. Copies of any handouts presented to the participants as a component of the Nutrition Education shall be attached to the Nutrition Education Monthly Service Unit Report.

H. Disposal of Equipment:

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

2. Provider shall submit a list of equipment purchased with grant funding by location.
- I. Quarterly Meetings
 1. Provider is required to attend all Quarterly Nutrition Provider meetings hosted by DAAS.

COMMUNITY FOCAL POINTS LIST

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

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

COMMUNITY FOCAL POINTS LIST

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

Hinkley Senior Citizens Club	35997 Mountain View Road	Hinkley, CA 92347	(760) 253-4677
Home of Neighborly Service	839 N. Mt. Vernon Avenue	San Bernardino, CA 92411	(909) 885-3491
Hutton Senior Center	660 Colton Avenue	Colton, CA 92324	(909) 370-6168
James L. Brulte Senior Center	11200 Baseline Road	Rancho Cucamonga, CA 91701	(909) 477-2780
Joshua Tree Community Center	6171 Sunburst	Joshua Tree, CA 92252	(760) 366-2471
Joslyn Senior Center	21 Grant Street	Redlands, CA 92373	(909) 798-7550
Loma Linda Senior Center	25571 Barton Road	Loma Linda, CA 92354	(909) 799-2820
Lucerne Valley Senior Club	10431 Allen Way	Lucerne Valley, CA 92356	(760) 248-2248
Luque Senior Center	292 East "O" Street	Colton, CA 92324	(909) 370-5087
Lytle Creek Senior Center	P.O. Box 182/14082 Center Road	Lytle Creek, CA 92358	(909) 880-8659
Mentone Senior Center	1331 Opal Avenue	Mentone, CA 92359	(909) 794-5280
Montclair Senior Center	5111 Benito Street	Montclair, CA 91763	(909) 625-9483
Morongo Basin Senior Support Center	57121 Sunnyslope Drive	Yucca Valley, CA 92284	(760) 365-9661
Morongo Valley Senior Center	11165 Vale	Morongo Valley, CA 92256	(760) 363-6547
Mountain Communities Senior Center	675 Grandview Road	Twin Peaks, CA 92391	(909) 337-1824
Needles Senior Center	1699 Bailey Avenue	Needles, CA 92363	(760) 326-4789
Newberry Springs Senior Center	33383 Newberry Road	Newberry Springs, CA 92365	(760) 257-3284
Ontario Senior Center	225 East "B" Street	Ontario, CA 91764	(909) 395-2021
Perris Hill Senior Center	780 E. 21st Street	San Bernardino, CA 92404	(909) 384-5436
Phelan Senior Club	9463 Sheep Creek Road-4128 Warbler St #A	Phelan, CA 92371	(760) 868-8067
Pinon Hills Senior Club	10433 Mountain Road	Pinon Hills, CA 92372	(760) 868-8637
Red Mountain Senior Center	7550 East Adobe Street	Red Mountain, CA 92374	(760) 374-2201
Redlands Community Senior Center	111 W. Lugonia	Redlands, CA 92373	(909) 798-7579

Rialto Senior Center	1411 S. Riverside Avenue	Rialto, CA 92376	(909) 877-9706
San Bernardino 5th St Senior Center	600 W 5th Street	San Bernardino, CA 92410	(909)-384-5430
San Moritz Lodge	24658 San Moritz Dr	Crestline, CA 92325	(909)-338-5036
Trona Community Senior Center	13187 Market Street	Trona, CA 93562	(760) 372-5889
Twenty Nine Palms Senior Center	6539 Adobe Road	Twenty Nine Palms, CA 92277	(760) 367-3891
Victorville Senior Center	14874 Mojave Road	Victorville, CA 92392	(760) 245-5018
Wrightwood Seniors Community Center	1275 State Highway 2	Wrightwood, CA 92397	(760) 249-6827
Yucaipa Senior Center	12202 First Street	Yucaipa, CA 92399	(909) 797-1177
Yucca Valley Senior Center	57088 29 Palms Highway	Yucca Valley, CA 92284	(760) 228-5453

COUNTY OF SAN BERNARDINO NUTRITION SERVICES
PROGRAM BUDGET

Provider: City of Montclair

Fiscal Year: FY13-14 ORIG Amend

CONGREGATE SITES C-1

HOME DELIVERED MEALS C-2

Section I: Prepare this section based on annual estimated cost to serve the meals.

		A	b	C=a+b
		Cost to Provider for the year		
Expenditure Category:		Cash	In-Kind	Annual Expense
1	Personnel	72,621	48,500	121,121
2	Staff Travel & Training	726		726
3	Equipment			
4	Non-Inventory Equipment			
5	Consultants	2,000		2,000
6	Catered Food	62,449		62,449
7	Raw Food			
8	Other Expenses:			
	a. Consumable Supplies	6,840		6,840
	b. Insurance	5,000		5,000
	c. Repair & Maintenance			
	d. Rent/Building Space			
	e. Utilities			
	f. Vehicle Operations	7,650		7,650
	g. Miscellaneous	2,655		2,655
9	Indirect Cost			
10	Nutrition Education	232		232
Total Expenditures (add lines 1-10)		160,173	48,500	208,673

Revenue Sources:			
State funds	7,021		
Federal Funds	68,588		
NSIP	10,595		
County funds			
Program Income	23,985		
Deferred Income			
Matching Cash	49,984		
Matching In-Kind	48,500		
Non-Match Cash			
Non-Match In-Kind			
Total Revenue	208,673		

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

D	E	f=d*e
Estimated annual number of meals	Proposed meal cost per unit	Annual Budget
14,837	\$5.81	\$86,204

Submitted by:

DAAS Approval:

Name

Date

Signature

Date

MONTHLY INVOICE (REQUEST FOR REIMBURSEMENT)
NUTRITION PROGRAM
(Due on the 5th working day of the following month)

FY **2013-2014**

COUNTY OF SAN BERNARDINO
DEPARTMENT OF AGING & ADULT SERVICES

CONTRACTOR NAME AND ADDRESS:

CFDA#s:

MONTH: _____

CONGREGATE SITES C 1

HOME DELIVERED MEALS C 2

of Meals Provided as Entered into SAMS
(X) Reimbursable Cost Per Meal
= REQUEST FOR REIMBURSEMENT

	0
\$	-
\$	-

Prepared By: _____
Signature *

Date: _____

Approved By _____
Signature *

Date: _____

Check this box if you sold any equipment purchased with Nutrition grant funds during the month being reported.

IMPORTANT:
1. Invoice must be signed by Contractor or invoice will be returned for signature.
2. Monthly Invoice must be accompanied by separate Contractor Monthly Expenditure Report.

QUARTERLY EXPENDITURE REPORT
 (Due 5th working day following month quarter ending) FY 2013-2014

COUNTY OF SAN BERNARDINO
 DEPARTMENT OF AGING & ADULT SERVICES

CONTRACTOR NAME:

CFDA #:

Quarter:

MONTHLY NUTRITION PROGRAM EXPENDITURE REPORT/REQUEST FOR REIMBURSEMENT
 (due on the 5th working day of the following month)

CONGREGATE SITES C 1

HOME DELIVERED MEALS C 2

EXPENDITURES:	A	+	B	=	C
	COST TO PROVIDER				TOTAL MONTHLY EXPENSE
	CASH		IN-KIND		
1. Personnel					\$ -
2. Staff Travel and Training					-
3. Equipment (including One-Time-Only purchase)					-
4. Consultants					-
5. Catered Food					-
6. Raw Food					-
7. Other Expenses					-
a. Consumable Supplies					-
b. Insurance					-
c. Repair & Maintenance					-
d. Rent/Building Space					-
e. Utilities					-
f. Vehicle Operations					-
g. Miscellaneous					-
8. Indirect Costs					-
9. Total Expenditures (add lines 1-8)	\$	-	\$	-	\$ -

DEDUCTIONS FROM EXPENDITURES:	D	E	F
	CASH	IN-KIND	TOTAL DEDUCTIONS:
10. Program Income (income not from DAAS)			0
11. Deferred Income			0
12. Matching Cash			0
13. Matching In-Kind			0
14. Non-Match Cash			0
15. Non-Match In-Kind			0
16. Total Deductions (add lines 10-15)	\$	-	\$ -

REQUEST FOR REIMBURSEMENT (line 9 less line 16)	\$
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PROGRAM FUNDING: (For DAAS use only)			
Repayment of Advance (10% of advance if paid)			\$ -
NSIP			
NSIP (OTO)			
Federal Funds			
Federal OTO (Baseline)			
Federal OTO (Equipment)			
State Funds			
State OTO			
CDBG			
County Funds			
Repayment of funds from prior period (specify):			
Other funding source (specify):		114	
TOTAL REIMBURSEMENT			\$ -

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

REQUEST TO PURCHASE PROPERTY/EQUIPMENT

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

Date: _____

FY: _____

Contractor Name:		
Address:	Contact:	Phone No:

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

QTY	DESCRIPTION	AMOUNT	FUNDING SOURCE

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

Administrative Use Only:			
Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Value over \$5000/unit: Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Inventory: Yes <input type="checkbox"/>	No <input type="checkbox"/>
Program Review by: Name _____	Title _____	Date _____	
Director Approval: _____	Date _____		

Revised 10/25/11

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-36 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO SUPPORT THE SENIOR CITIZEN TRANSPORTATION PROGRAM	DATE: June 3, 2013
	SECTION: AGREEMENTS
	ITEM NO.: 2
	FILE I.D.: HSV105
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-36 with the San Bernardino County Department of Aging and Adult Services (DAAS) for the Senior Citizen Transportation Program.

A copy of proposed Agreement No. 13-36 is attached for the City Council's review and consideration.

BACKGROUND: The San Bernardino County DAAS has awarded the City a contract to provide funding to support the Senior Citizen Transportation Program for older adults aged 60 and over. The Fiscal Year 2013-14 grant amount of \$6,920 would be used to help fund part-time salaries. The City of Montclair is contracted to annually serve 40 participants and provide 3,500 units of service (unit = one-way trip).

The term of proposed Agreement No. 13-36 is July 1, 2013, through June 30, 2014.

FISCAL IMPACT: Should proposed Agreement No. 13-36 be approved, a DAAS grant in the amount of \$6,920 would be awarded to the City. These funds have been allocated to the City through Senior Supportive Services.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-36 with the San Bernardino County Department of Aging and Adult Services to support the Senior Citizen Transportation Program.

Prepared by:

M. Richter

Reviewed and
Approved by:

Proofed by:

Christine Smedley

Presented by:

[Signature]



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		Dept.	Contract Number	
<input type="checkbox"/> Change	CITYOFM731		SC	OOA	A
<input type="checkbox"/> Cancel					
ePro Vendor Number				ePro Contract Number	
00003363					
County Department			Dept.	Orgn.	Contractor's License No.
Department of Aging and Adult Services			OOA	671	
County Department Contract Representative			Telephone		Total Contract Amount
Wendy Everett			(909)387-2917		\$6,920
Contract Type					
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason: Cost Reimbursement					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
95200		07/01/13	06/30/14	\$6,920	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No
AAF	OOA	671	300	3357	
					Amount
					\$6,920
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
Project Name			Estimated Payment Total by Fiscal Year		
Senior Supportive Services			FY	Amount	I/D
			13/14	\$6,920	1

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

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

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County desires to provide services to seniors to improve or maintain choice, independence, and quality of life; and

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

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

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below.

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

Auditor/Controller/Treasurer Tax Collector Use Only

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

TABLE OF CONTENTS

I. DEFINITIONS 3

II. CONTRACTOR SERVICE RESPONSIBILITIES 4

III. CONTRACTOR GENERAL RESPONSIBILITIES..... 4

IV. COUNTY RESPONSIBILITIES 16

V. FISCAL PROVISIONS 16

VI. RIGHT TO MONITOR AND AUDIT 19

VII. CORRECTION OF PERFORMANCE DEFICIENCIES 20

VIII. TERM..... 21

IX. EARLY TERMINATION 21

X. GENERAL PROVISIONS 22

XI. CONCLUSION..... 25

ATTACHMENTS

- ATTACHMENT A - TITLE III-B WORK PLAN
- ATTACHMENT B - CLIENT COMPLAINT AND GRIEVANCE PROCEDURES
- ATTACHMENT C - CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
- ATTACHMENT D - SECURITY INCIDENT REPORT
- ATTACHMENT E - ASSURANCE OF COMPLIANCE
- ATTACHMENT F - DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT G - INFORMATION SHEET
- ATTACHMENT H - COMMUNITY FOCAL POINTS LIST
- ATTACHMENT I - BUDGET SUMMARY
- ATTACHMENT J - PROGRAM BUDGET
- ATTACHMENT K - MATCHING FUNDS
- ATTACHMENT L - SAMPLE INVOICE
- ATTACHMENT M - III-B INVOICE INSTRUCTIONS
- ATTACHMENT N - REQUEST TO PURCHASE PROPERTY/EQUIPMENT
- ATTACHMENT O - PROPERTY/EQUIPMENT BID FORM
- ATTACHMENT P - SENIOR SERVICE PROGRAMS

I. DEFINITIONS

- A. ADL – Activities of Daily Living - Basic self-care/self-maintenance measurements used by social services to help determine needs of potential clients. ADL includes eating, bathing, toileting, transferring in/out of bed/chair, walking, and dressing.
- B. CCR – California Code of Regulations
- C. CDA – California Department of Aging
- D. CFDA – Catalog of Federal Domestic Assistance
- E. CFR – Code of Federal Regulations
- F. Contract – The cover sheet, terms and conditions, attachments, addendums, and amendments, unless otherwise specified.
- G. Contractor – The entity (Contractor/Provider/Vendor) to which funds are awarded under this Contract and which is accountable to DAAS for use of these funds and is responsible for executing its provisions and services.
- H. Cost Reimbursement – Payment method in which allowable and reasonable costs incurred by a contractor in the performance of the contract, which may include overhead, personnel, utilities, etc., are reimbursed in accordance with the terms of the contract.
- I. DAAS – Department of Aging and Adult Services, and the designated Area Agency on Aging in San Bernardino County.
- J. DHS – California State Department of Health Services
- K. DOJ – Department of Justice
- L. Elderly – Any individual who is sixty (60) years of age or older, also referred to as “older individual.”
- M. Equipment – Tangible personal property with a useful life of more than one year and an acquisition cost of \$500 or more per unit.
- N. Financial Statement – A statement that reflects the Contractor’s financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited for non-Federal entities that expend less than \$500,000 in a fiscal year in Federal awards.
- O. HS – Human Services – A system of integrated services, where the programs and resources of eight County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- P. IADL – Instrumental Activities of Daily Living - Basic self-care/self-maintenance measurements used by social services to help determine needs of potential clients. IADL includes shopping, medication management, money management, using telephone, heavy housework, light housework, and transportation.
- Q. In-Kind Match – Contributions from third parties, such as volunteered time and use of facilities to hold meetings or conduct project activities.
- R. Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objective specifically benefitted, without effort disproportionate to the results achieved.
- S. Matching Contributions – The value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the Contractor, subcontractor, or other local resources.
 - 1. Cash – Cash other than program income contributed to the project from local or State funds. With the exception of Community Development Block Grants (CDBG), Federal funds cannot be used as cash match. Costs borne by the Contractor and cash contributions from any and

all third parties, i.e., company/private donations, vendor general fund, are considered cash matching funds.

2. In-Kind – Contributions from third parties are considered in-kind matching funds. Examples of in-kind match include volunteered time and use of facilities to hold meetings or conduct project activities.

T. Non-Matching Contributions – Local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g, federal funds, overmatch, etc.)

U. OAA – Older Americans Act – Provides comprehensive, coordinated, community-based systems of services to the elderly to enable them to maintain health, personal dignity, and independence.

V. OMB – Office of Management and Budget.

W. Program Income – Revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:

1. Voluntary contributions received from a participant or responsible party as a result of services.

2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from sale of items fabricated under a contract agreement.

X. SEFA – Schedule of Expenditures of Federal Awards

Y. Single Audit Entity – Non-Federal entities that expend \$500,000 or more in a fiscal year in Federal awards. Single Audit Entities must have a single or program-specific audit conducted for the year in accordance with OMB Circular A-133.

Z. State – State of California

AA. USC – United States Code

BB. W & I – California Welfare and Institutions Code

II. CONTRACTOR SERVICE RESPONSIBILITIES

Contractor shall provide all services as outlined in Title III-B Work Plan (Attachment A).

III. CONTRACTOR GENERAL RESPONSIBILITIES

A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549 and implemented as 45 Code of Federal Regulations part 92.35.

B. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.

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

the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

- D. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DAAS. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- F. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino or within reasonable driving distance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

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

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

- G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- H. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. All vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- I. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.
- J. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The Client Complaint and Grievance Procedures (Attachment B) must be posted in clear view of all recipients.
- K. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. All Board of Directors' minutes shall be submitted upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- L. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not

identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

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

N. Subcontracting

1. General

- a. Without the prior written consent of the Director of DAAS or his/her designee, this contract is not assignable by Contractor either in whole or in part. Contractor agrees not to enter into any subcontracts for work contemplated under this contract without first obtaining written approval from the Director of DAAS or his/her designee. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- b. Contractor shall have no authority to contract for, on behalf of, or incur obligations on behalf of the County.

2. Awards

- a. Policies and procedures used in processing and awarding the subcontracts must be:
 - 1) Organized and structured;
 - 2) Reasonable and equitable;
 - 3) Documented and approved by appropriate authorities;
 - 4) Consistent with applicable federal, state, and local procurement requirements;
 - 5) Uniformly applied; and
 - 6) Open for public review and scrutiny.
- b. Copies of subcontracts, memoranda and/or letters of understanding shall be on file with the Contractor and shall be made available for review at the request of the County.
- c. A copy of the executed subcontract shall be submitted to the Director of DAAS.

3. Financial

- a. Funds for this contract shall not be obligated in subcontracts for services beyond the ending date of this contract.
- b. Contractor must ensure costs incurred by the subcontractor are verifiable from their records.
- c. Contractor shall review, approve, and monitor subcontractor performance, budgets and expenditures pertaining to the contracted service(s).
- d. If applicable¹, Contractor shall monitor on an ongoing basis, the subcontractor's use of federal and state funds through reporting, site visits, regular contact or other means to provide reasonable assurance that the subcontractor administers funds in compliance with laws, regulations, and the provisions of contracts. (OMB Circular A-133.400(d)(3).

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

- e. The maximum reimbursement amount allowable for indirect costs is 8% of subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

4. Monitoring

- a. Contractor shall monitor the budget and expenditures of its subcontractors and/or vendors.
- b. Contractor shall report immediately to DAAS in writing any incidents of alleged fraud and/or abuse by either the Contractor or subcontractor.
- c. Contractor shall monitor the insurance requirements of its subcontractors and/or vendors.
- d. Contractor shall monitor the performance of its subcontractors and/or vendors requiring subcontractor to maintain adequate staff.
- e. Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontract agreement.
- f. Contractor shall not delegate or contract the above responsibilities to any other entity, including but not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- g. Contractor will provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.

5. Subcontract Termination

Contractor shall notify DAAS in writing of termination of this subcontract within three (3) business days of receipt of notification of intent to terminate subcontracted service(s).

O. Information Integrity and Security

1. Information Assets

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

Information assets include (but are not limited to):

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

2. Encryption on Portable Computing Devices

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

3. Disclosure

- a. The Contractor shall ensure that personal, sensitive, and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.

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

4. Training/Education

- a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor, or volunteer. The Contractor must maintain certificates of completion on file and provide them to DAAS upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
- b. Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
- c. All employees and volunteers who handle personal, sensitive, or confidential information relating to CDA's programs must participate in Security Awareness Training.

5. Health Insurance Portability and Accountability Act (HIPAA)

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

6. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form (Attachment C) with this Agreement. This is to ensure that Contractors are aware

of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

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

7. Security Incident Reporting

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

8. Notification of Security Breach to Data Subjects

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

9. Software Maintenance

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

10. Electronic Backups

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

11. Provisions of Information Integrity and Security

All provisions contained in Information Integrity and Security, Section III, Paragraph O, shall be included in all contracts of both the Contractor and its subcontractors.

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

P. Elder and Dependent Adult Abuse Reporting

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

1. Who Must Report:

In accordance with W & I Code Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants, or volunteers who perform services under this contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) located at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

2. When To Report:

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

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

3. To Whom To Report:

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

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

4. How To Report:

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

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

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

proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

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

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

S. Conflict of Interest

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

- T. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

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

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

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to

require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

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

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

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

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

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

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

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

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

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

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

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

or

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

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

- V. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- W. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- X. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program and Civil Rights Compliance requirements:
 - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000, the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, gender, marital status, sexual orientation, age, political affiliation or disability.

Information on the above rules and regulations may be obtained from the County Human Services Contracts Unit.

2. **Civil Rights Compliance:** The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to submit Assurance of Compliance statement (Attachment E) along with their agency's Civil Rights Plan.
- Y. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- Z. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- AA. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- BB. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- CC. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- DD. Contractor shall report immediately to the County in writing any incidents or alleged fraud and/or abuse by either Contractor or Contractor's subcontract(s). Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.
- EE. The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" form (Attachment F), in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in any subcontracts at all tiers, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- FF. Contractor shall complete and submit Information Sheet (Attachment G) in accordance with its instructions.
- GG. Per DAAS contract with CDA, Article II.A.(27), Community Focal Points List (Attachment H) provides Contractors with additional resources for their customers.
- HH. Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of contract effective date and follow necessary procedures to be included in the 2-1-1 database. The contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- II. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Agreement or Vendor's relationship with County shall not be made or used without prior written approval of the DAAS Director or his/her designee.
- JJ. IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

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

IV. COUNTY RESPONSIBILITIES

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

V. FISCAL PROVISIONS

- A. The maximum amount of reimbursement under this Contract shall not exceed \$6,920 of which \$6,920, may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor shall be in full payment for all Contractor's services in the performance hereof, including travel and per diem.
- B. Contractor shall be compensated on a cost-reimbursement basis based on the Budget Summary (Attachment I), Program Budget (Attachment J), and Matching Funds (Attachment K) and incorporated by reference into this contract.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8 percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8 percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements.
2. Contractor agrees to include the above requirement, Section V, Paragraph C, Item 1, in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.
3. Reimbursement for indirect costs shall be on the basis of an indirect cost rate plan documenting the methodology used to determine the indirect costs that shall be submitted by Contractor to DAAS and be approved by DAAS.

D. Reports

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

2. Contractor shall meet the following standards for the submission of required reports:

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

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

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

- b. Annually – The following reports are due on an annual basis no later than August 1:

- 1) Financial Close-out Report (if requested by DAAS)
- 2) Periodic Inventory Report
- 3) Annual reports should be mailed to the following address:

DAAS Administration
Attention: III-B Fiscal Analyst
686 East Mill Street
San Bernardino, CA 92415-0640

- 4) Annual Financial Statement or Single Audit report as described below

- c. Single Audit – If Contractor is a Single Audit entity as defined in this Agreement, Contractor shall:

- 1) Communicate the Catalog of Federal Domestic Assistance (CFDA) number to the independent auditor conducting the organization's Single Audit. The CFDA number for the III-B Support Services is 93.044.

2) Provide a copy of Contractor's Schedule of Expenditures of Federal Awards (SEFA) to DAAS on an annual basis.

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

The Contractor shall provide cash or in-kind matching contributions of a minimum of \$769 which is the Title III portion of the Contract multiplied by 11.11%. Allowable matching contributions shall be in compliance with the following requirements:

- 1. Matching contributions must be for allowable costs as determined by CDA. Allowable costs may include, but are not limited to, rent, utilities, supplies, and personnel (volunteers).
- 2. Uncompensated indirect expense or Contractor-allocated overhead expenses may be claimed as an in-kind matching expense if such expenses were determined on the basis of an approved indirect cost rate plan, as described in Section V, Paragraph C, Item 3.
- 3. Contractor shall identify the source and amount for all matching contributions on "Matching Funds" (Attachment K). The identified matching contributions shall be reported to DAAS by the Contractor on the monthly or quarterly basis as specified in Section V, Paragraph D.
 - a. Services of volunteers shall be valued at rates consistent with those ordinarily paid for similar work by the Contractor. If the Contractor does not have similar work, the rate shall be consistent with those in the labor market.
 - b. All other in-kind contributions shall be valued at current market value.

J. Budget and Budget Revision

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

For the purpose of this section,

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

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

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

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

VI. RIGHT TO MONITOR AND AUDIT

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

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

- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending \$500,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine months following the end of the Contractor's fiscal year.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

93.044 III-B Supportive Services

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

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

C. Appeal Procedures

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

1. The Contractor shall file a formal written grievance with the DAAS Deputy Director of Administrative Services ("DAAS Deputy Director") within fifteen (15) business days after the Contractor is aware of the factors or conditions precipitating the contract dispute. The written grievance shall set forth the subject of the grievance, identify the specific clause in dispute and shall provide a detailed statement of the grievance, including dates, names, places, and the specific remedy or action requested. The filing address is 686 East Mill Street, San Bernardino, California, 92415-0640. The DAAS Deputy Director shall provide a written response to Contractor within fifteen (15) business days of receipt of the grievance.
2. If Contractor is not satisfied with the DAAS Deputy Director's response, Contractor may file a written grievance appeal, which shall include a statement by the Contractor as to why the DAAS Deputy Director's response is not satisfactory, to the Director of DAAS within fifteen (15) business days of receipt of the DAAS Deputy Director's response. The filing address is 686 East Mill Street, San Bernardino, California, 92415-0640. The Director of DAAS shall provide a written response to Contractor within fifteen (15) business days. The Director of DAAS shall have final authority for the decision on the grievance except as provided below.
3. If Contractor is not satisfied with the DAAS Director's response, Contractor may file a written grievance appeal, which shall include a statement by the Contractor as to why the DAAS Director's response is not satisfactory, to the Assistant Executive Officer of Human Services (AEO) within fifteen (15) business days of receipt of the DAAS Director's response. The filing address is 385 North Arrowhead Avenue, Fifth Floor, San Bernardino, California, 92415-0128. The AEO shall provide a written response to Contractor within fifteen (15) business days. The AEO shall have final authority for the decision on the grievance.
4. If Contractor is not satisfied with the AEO's decision, the Contractor may appeal the AEO's final adverse determination relating to the Title III programs using the appeal process established in Title 22 CCR, Sections 7700 through 7710. The written grievance may be registered in writing with the CDA and addressed to the Director, California Department of Aging, 1600 K Street, Sacramento, California 95814, within thirty (30) calendar days from the date of receipt of the AEO's final adverse determination. Contractor shall submit to CDA the original written grievance along with a copy of the DAAS Deputy Director's written response, the Contractor's appeal to the Director of DAAS, the Director of DAAS' decision, the Contractor's appeal to the Assistant Executive Officer, and the Assistant Executive Officer's decision.

VIII. TERM

This Contract is effective as of July 1, 2013 and expires June 30, 2014, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for one (1) additional one-year period by mutual agreement of the parties.

IX. EARLY TERMINATION

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

X. GENERAL PROVISIONS

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

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

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

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

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

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

D. Property

1. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Contract.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
2. Property meeting all of the following criteria is subject to the reporting requirements:
 - a. Have a normal useful life of at least 1 year;
 - b. Have a unit acquisition cost of at least \$500 (a desktop or laptop setup including all peripherals is considered a unit, if purchased as a unit); and
 - c. Is used to conduct business under this Contract.
3. Additions, improvements, and betterments to assets meeting all of the above conditions must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

4. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
5. All purchases of property meeting all of the following criteria above require the following:
 - a. If purchase of equipment is to be reimbursed by DAAS, the equipment to be purchased must be specified in the budget previously submitted and approved by DAAS, or be specified in a revised budget that Contractor submits to DAAS for approval.
 - b. Contractor must seek bids from multiple firms in selecting a supplier of goods. "Multiple firms" means a minimum of three (3) separate and distinct business entities in competition to supply the same or similar good. When selecting a bid, Contractor must consider such factors as type of goods/supplies needed, cost, schedule, and availability.
 - c. Prior to any property/equipment purchases of \$500 or more by Contractor the "Request To Purchase Property/Equipment Form" (Attachment N) and "Property/Equipment Bid Form" (Attachment O) must be submitted by Contractor and be approved by DAAS.
6. The Contractor shall keep track of property purchased with Contract funds. Contractor shall record the following information when property is acquired:
 - a. Date acquired;
 - b. Property description (include model number);
 - c. CDA tag number or other tag identifying it as CDA property;
 - d. Serial number, if applicable;
 - e. Location of property;
 - f. Cost or other basis of valuation;
 - g. Fund source; and
 - h. Rate of depreciation (or depreciation schedule), if applicable.
7. The Contractor shall not use DAAS funded property as collateral to obtain loans, etc. Any liens placed against properties purchased with the funds available through this contract should be reported to DAAS within five (5) days. The Contractor shall maintain and submit to DAAS annually with the closeout, a current inventory of property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Contract or any predecessor contracts for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by DAAS.
8. Disposal of Property
 - a. Prior to disposal of any property purchased by the Contractor or subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from DAAS for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from DAAS. The Contractor shall use the Request to Dispose of Property (CDA 248) to request disposal of property from DAAS.
 - b. Contractor shall remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

9. The Contractor shall immediately investigate, and within five (5) days fully document the loss, destruction, or theft of such property.
 10. DAAS reserves title to all DAAS-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
 11. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Contractor has complied with all written instructions from DAAS regarding the final disposition of the property.
 12. In the event of the Contractor's dissolution or upon termination of this Contract, the Contractor shall provide a final property inventory to DAAS. DAAS reserves the right to require the Contractor to transfer such property to another entity, or to DAAS. To exercise the above right, no later than 120 days after termination of the Contract or notification of the Contractor's dissolution, DAAS will issue specific written disposition instructions to the Contractor.
 13. Contractor shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of DAAS for other purposes in the following order:
 - a. Another DAAS program providing the same or similar service; or
 - b. Another DAAS -funded program.
 14. Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Director of DAAS. As a condition of the approval, DAAS may require reimbursement under this Agreement for its use.
 15. Contractor or subcontractor shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately owned business entity.
 16. Contractor shall include the provisions contained in this Section (Section D, Property) in all its subcontracts awarded under this Agreement.
- E. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- F. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- G. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- H. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- I. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive

jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

- J. Upon written demonstration of need by Contractor and at the option of County, up to 10% of the Title III funds may be advanced to Contractor by County upon the approval of the Director of DAAS. Any such advance shall cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the Contract term. No advance will increase the amount shown in Section V, Paragraph A. If, as a result of advanced income, the project earns interest on funds awarded by DAAS, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file.

XI. CONCLUSION

- A. This Contract, consisting of twenty-five (25) pages and Attachments A through P is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed on the County's behalf, and Contractor has caused this Contract to be subscribed on its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

City of Montclair

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

▶
Janice Rutherford, Chair, Board of Supervisors

By ▶
(Authorized signature – sign in blue ink)

Dated: _____

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

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

Title: Mayor
(Print or Type)

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

Dated: _____

By: _____
Deputy

Address: 5111 Benito Street
Montclair, CA 91763

Approved as to Legal Form
▶
Jacqueline Carey-Wilson, Deputy County Counsel
Date _____

Reviewed by Contract Compliance
▶
Regina Dalton, HS Contracts Unit
Date _____

Presented to BOS for Signature
▶
Ron Buttram, Director
Date _____

TITLE III-B WORK PLAN
City of Montclair
FY 2013 – 2014

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

Scope of Work

- A. Contractor shall provide service(s) in the following Regional Service Area(s) (RSA):

RSA	Communities
Valleys	City of Montclair only

- B. Services shall be provided as follows:

Valleys Regional Service Area				
Service Category	Number of Clients to be served	Number of Priority Clients to be served	Number of Units to be provided	Registered ¹ / Non-Registered ² Service
Assisted Transportation	40	30	3,500	Registered

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

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

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

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

D. Clientele and Eligibility Criteria

1. The clients served under this program are individuals age 60 and older. Proof of age or citizenship shall not be required as a condition of receiving services. Means tests shall not be used by any Contractor for any Title III-B services.
2. Services shall not be denied to any Title III-B client that does not contribute toward the cost of the services received.
3. Clients will be given priority for services who are socially and/or economically needy with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas and who are not eligible for services from any other source.
4. Cost Sharing shall not be implemented for any Title III-B service until so notified by DAAS.
5. Individuals referred by DAAS staff shall be given first priority for services under this agreement.

E. Intended Outcomes

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

II. Service Delivery Activities

A. Staffing

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement. This includes a Director and additional personnel as determined by the size of

the service area and the method and level of service provision needed to fully comply with the terms of this work plan and agreement.

2. This staff shall be available to DAAS for training and meetings which DAAS may find necessary from time to time.

B. Volunteer Staff

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

C. Training Activities

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

III. Other Service Requirements

A. Physical Set-Up

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

B. Client Contributions and Confidentiality

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

3. All contributions from recipients of contracted services shall be used to increase the amount of service being provided in the program(s) funded by DAAS.
4. The provider shall ensure that all contributions by eligible participants are kept confidential.
5. Provider shall establish appropriate procedures to safeguard and account for all contributions.

C. Coordination Activities

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

"Funding for this service has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging."
3. Provider shall coordinate service with other County departments and local agencies by providing time within the facility during participant meetings, staff meetings, and volunteer meetings, etc., for presentations on special activities that promote a Community Based System of Care for elderly clients. All coordination activities must be documented and kept on file for review by DAAS.

D. Program Reporting Requirements

1. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data, and information requested by DAAS pertaining to Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control which includes orienting and training staff regarding program data collection and reporting requirements.
2. Contractor shall meet the following standard for its service performance reporting systems:
 - a. The following reports are to be submitted to DAAS when indicated:
 - 1) Monthly (Due by the 5th working day of each month)
 - a) For Non-registered Services:
 - DAAS III-B Non-Registered Service Unit Report
 - b) For Registered Services:
 - Monthly Units Roster
 - Newly enrolled or updated client "Intake Sheets"
 - "New Client Roster" if new clients enrolled in a contracted, registered service.

2) Quarterly

- Program modification request in writing to DAAS. Contractor shall describe, in detail, necessary program changes and the reasons for the requested modification.
- b. DAAS may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as DAAS determines that the financial management standards are met.
 - c. Reported service and client data will be verified by DAAS during the program monitoring visit. Additionally, audit files shall include but are not limited to a copy of the Monthly Service Report
 - d. Report monthly expenditures to DAAS by the fifth (5th) working day of the month. Maintain support files including, but not limited to, invoices, payroll, and other supporting documents, all of which will be attached to a copy of the expenditures report and kept on file by month for review during the Annual Audit.
 - e. Maintain records, by month, that support claimed in-kind expenditures.

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

COMMUNITY FOCAL POINTS LIST

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

NAME	ADDRESS	PHONE
ADELANTO SENIOR CLUB	11565 CORTEZ AVENUE ADELANTO, CA 92301	(760) 246-7736
APPLE VALLEY SENIOR CLUB	13188 CENTRAL ROAD APPLE VALLEY, CA 92308	(760) 247-3155
BARSTOW SENIOR CITIZENS CLUB	555 MELISSA AVENUE BARSTOW, CA 92311-3031	(760) 256-5023
BIG BEAR VALLEY SENIOR CENTER	42651 BIG BEAR BLVD. BIG BEAR LAKE, CA 92315	(909) 584-0323
BLOOMINGTON SENIOR CENTER	18317 VALLEY BLVD. BLOOMINGTON, CA 92316	(909) 877-4310
BONNIE BAKER SENIOR CITIZENS CLUB	149350 UKIAH TRAIL BIG RIVER, CA 92242	(760) 665-2667
CHINO SENIOR CENTER	13170 CENTRAL AVENUE CHINO, CA 91710	(909) 591-9836
CREST FOREST SENIOR CITIZENS CLUB	24658 SAN MORITZ DRIVE CRESTLINE, CA 92325	(909) 338-5036
C. MANN HEIGHTS SENIOR CENTER	2969 N. FLORES ST. SAN BERNARDINO, CA 92407	(909) 887-2115
COJO PAPAVERO SENIOR CENTER	16707 MARYGOLD AVENUE FONTANA, CA 92335	(909) 350-0575
EL MIRAGE SENIOR CLUB	1488 MILTON EL MIRAGE, CA 92301	(760) 388-4429
FONTANA COMMUNITY SENIOR CENTER	16710 CERES AVENUE FONTANA, CA 92335	(909) 854-5151
FT. MOHAVE TRIBAL SENIOR NUTRITION PROGRAM	700 HARRISON STREET NEEDLES, CA 92363	(760) 629-2371
GEORGE M. GIBSON SENIOR CENTER	250 N. THIRD AVENUE UPLAND, CA 91786	(909) 981-4501
GEORGE WHITE SENIOR CENTER	8565 NUEVO AVENUE/8572 SIERRA AVE.(MAIN OFC) FONTANA, CA 92335	(909) 822-4493
GRAND TERRACE SENIOR CENTER	22627 GRAND TERRACE ROAD GRAND TERRACE, CA 92313	(909) 824-1491
HAVASU LAKE SENIOR CENTER	12198 SUNBONNET HAVASU LAKE, CA 92363	(760) 858-4336
HELENDALE SENIOR OUTREACH	27083 BIBLE CHURCH HELENDALE, CA 92342	(760) 243-4396
HESPERIA LEISURE LEAGUE	9122 THIRD AVENUE HESPERIA, CA 92345	(760) 244-3223
HESPERIA SENIOR CENTER	9333 "E" AVENUE/PO BOX 104055 HESPERIA, CA 92340	(760) 244-5488
HI-DESERT MEALS-ON-WHEELS	15075 HESPERIA ROAD VICTORVILLE, CA 92395	(760) 245-7047
HIGHLAND SENIOR CENTER	3102 E. HIGHLAND AVENUE PATTON, CA 92369	(909) 862-8104
HINKLEY SENIOR CITIZENS CLUB	35997 MOUNTAIN VIEW ROAD HINKLEY, CA 92347	(760) 253-4677

COMMUNITY FOCAL POINTS LIST

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

HOME OF NEIGHBORLY SERVICE	839 N. MT. VERNON AVENUE	SAN BERNARDINO, CA 92411	(909) 885-3491
HUTTON SENIOR CENTER	660 COLTON AVENUE	COLTON, CA 92324	(909) 370-6168
JAMES L. BRULTE SENIOR CENTER	11200 BASELINE ROAD	RANCHO CUCAMONGA, CA 91701	(909) 477-2780
JOSHUA TREE COMMUNITY CENTER	6171 SUNBURST	JOSHUA TREE, CA 92252	(760) 366-2471
JOSLYN SENIOR CENTER	21 GRANT STREET	REDLANDS, CA 92373	(909) 798-7550
LOMA LINDA SENIOR CENTER	25571 BARTON ROAD	LOMA LINDA, CA 92354	(909) 799-2820
LUCERNE VALLEY SENIOR CLUB	10431 ALLEN WAY	LUCERNE VALLEY, CA 92356	(760) 248-2248
LUQUE SENIOR CENTER	292 EAST "O" STREET	COLTON, CA 92324	(909) 370-5087
LYTLE CREEK SENIOR CENTER	P. O. BOX 182/14082 CENTER ROAD	LYTLE CREEK, CA 92358	(909) 880-8659
M _L TONE SENIOR CENTER	1331 OPAL AVENUE	MENTONE, CA 92359	(909) 794-5280
M _{IC} TOLLAIR SENIOR CENTER	5111 BENITO STREET	MONTCLAIR, CA 91763	(909) 625-9483
MORONGO BASIN SENIOR SUPPORT CENTER	57121 SUNNYSLOPE DRIVE	YUCCA VALLEY, CA 92284	(760) 365-9661
MORONGO VALLEY SENIOR CENTER	11165 VALE	MORONGO VALLEY, CA 92256	(760) 363-6547
MOUNTAIN COMMUNITIES SENIOR CENTER	675 GRANDVIEW ROAD	TWIN PEAKS, CA 92391	(909) 337-1824
NEEDLES SENIOR CENTER	1699 BAILEY AVENUE	NEEDLES, CA 92363	(760) 326-4789
NEWBERRY SPRINGS SENIOR CENTER	33383 NEWBERRY ROAD	NEWBERRY SPRINGS, CA 92365	(760) 257-3284
ONTARIO SENIOR CENTER	225 EAST "B" STREET	ONTARIO, CA 91764	(909) 395-2021
PERRIS HILL SENIOR CENTER	780 E. 21ST STREET	SAN BERNARDINO, CA 92404	(909) 384-5436
PHELAN SENIOR CLUB	9463 SHEEP CREEK ROAD-4128 WARBLER ST #A	PHELAN, CA 92371	(760) 868-8067
PINON HILLS SENIOR CLUB	10433 MOUNTAIN ROAD	PINON HILLS, CA 92372	(760) 868-8637
RED MOUNTAIN SENIOR CENTER	7550 EAST ADOBE STREET	RED MOUNTAIN, CA 92374	(760) 374-2201
REDLANDS COMMUNITY SENIOR CENTER	111 W. LUGONIA	REDLANDS, CA 92373	(909) 798-7579
RIALTO SENIOR CENTER	1411 S. RIVERSIDE AVENUE	RIALTO, CA 92376	(909) 877-9706
SAN BERNARDINO 5TH ST SENIOR CENTER	600 W 5TH STREET	SAN BERNARDINO, CA 92410	(909)-384-5430

COMMUNITY FOCAL POINTS LIST

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

SAN MORITZ LODGE	24658 SAN MORITZ DR	CRESTLINE, CA 92325	(909) 338-5036
TRONA COMMUNITY SENIOR CENTER	13187 MARKET STREET	TRONA, CA 93562	(760) 372-5889
TWENTY NINE PALMS SENIOR CENTER	6539 ADOBE ROAD	TWENTY NINE PALMS, CA 92277	(760) 367-3891
VICTORVILLE SENIOR CENTER	14874 MOJAVE ROAD	VICTORVILLE, CA 92392	(760) 245-5018
WRIGHTWOOD SENIORS COMMUNITY CENTER	1275 STATE HIGHWAY 2	WRIGHTWOOD, CA 92397	(760) 249-6827
YUCAIPA SENIOR CENTER	12202 FIRST STREET	YUCAIPA, CA 92399	(909) 797-1177
YUCCA VALLEY SENIOR CENTER	57088 29 PALMS HIGHWAY	YUCCA VALLEY, CA 92284	(760) 228-5453

BUDGET SUMMARY

DEPARTMENT OF AGING AND ADULT SERVICES
Title III-B Supportive Services

Original <input checked="" type="checkbox"/>	Revised <input type="checkbox"/>	Fiscal Year: 2013/2014
Agency: City of Montclair	Contact: Miguel Garcia	Date: 5/05/2013

Budget Information				Total \$
Service Program	Grant Funding \$ (Attachment I2)	Matching Funds (Attachment I3)		
		Program Income \$	In-Kind \$	
	Matching Cash \$			
1. Assisted Transportation	\$6,920	\$1,042		\$7,962
2.				
3				
4				
5				
6				
7				

FOR DVAAS USE ONLY

Approved by	date
Signature	date

SAMPLE INVOICE

COUNTY OF SAN BERNARDINO

FY2013/14

DEPARTMENT OF AGING AND ADULT SERVICES

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

Purchase Order Number: _____

Title III - B

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

III-B INVOICE INSTRUCTIONS

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

EXPLANATION OF TERMS

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

SAN BERNARDINO COUNTY
DEPARTMENT OF AGING AND ADULT SERVICES

REQUEST TO PURCHASE PROPERTY/EQUIPMENT

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

Date: _____

FY: _____

Contractor Name:		
Address:	Contact:	Phone No:

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

QTY	DESCRIPTION	AMOUNT	FUNDING SOURCE

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

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

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 13-2989 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES	DATE:	June 3, 2013
		SECTION:	RESOLUTIONS
		ITEM NO.:	1
		FILE I.D.:	STB300-17
		DEPT.:	ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 210 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

BACKGROUND: Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to the City Council's adoption of Ordinance No. 02-815, property owners were responsible for only those accounts in their own names.

The 210 liens presented for approval are for accounts that are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$47,314.05, plus \$10,500.00 in lien fees for a total of \$57,814.05.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 13-2989 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by:

Reginald Cook
Yvonne L. Smith

Reviewed and
Approved by:

Donald L. Packer
James A. Smith

Proofed by:

Presented by:

RESOLUTION NO. 13-2989

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR AUTHORIZ-
ING PLACEMENT OF LIENS ON CERTAIN
PROPERTIES FOR DELINQUENT SEWER
AND TRASH ACCOUNTS**

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

WHEREAS, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

WHEREAS, it has been determined that there are 210 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

WHEREAS, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

WHEREAS, the owners of these properties were notified on May 13, 2013, that their delinquent accounts are subject to causing liens to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on May 23, 2013, and that such liens would be considered for approval by the Montclair City Council on Monday, June 3, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - June 2013*, attached hereto.

BE IT FURTHER RESOLVED that the Deputy City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2989 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

Exhibit A to Resolution No. 13-2989
Report of Delinquent Civil Debts - June 2013

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
10487	Adobe Court	Residential	\$ 190.08	\$ 50.00	\$ 240.08
10159	Amherst Avenue	Residential	108.98	50.00	158.98
10197	Amherst Avenue	Senior	182.37	50.00	232.37
10360	Amherst Avenue	Multifamily	618.79	50.00	668.79
10421	Amherst Avenue	Multifamily	412.53	50.00	462.53
10431	Amherst Avenue	Multifamily	412.53	50.00	462.53
11151	Amherst Avenue	Residential	206.26	50.00	256.26
4296	Appaloosa Way	Residential	215.38	50.00	265.38
10548	Arabian Place	Residential	290.08	50.00	340.08
4432-34	Bandera Street	Residential	412.53	50.00	462.53
4624	Bandera Street	Multifamily	824.08	50.00	874.08
4990	Bandera Street	Residential	206.24	50.00	256.24
5079	Bandera Street	Residential	195.95	50.00	245.95
5101	Bandera Street	Residential	213.48	50.00	263.48
5231	Bandera Street	Residential	146.12	50.00	196.12
5243	Bandera Street	Residential	290.08	50.00	340.08
10145	Bel Air Avenue	Residential	206.26	50.00	256.26
10186	Bel Air Avenue	Residential	206.26	50.00	256.26
10205	Bel Air Avenue	Residential	116.49	50.00	166.49
10263	Bel Air Avenue	Residential	202.55	50.00	252.55
10296	Bel Air Avenue	Residential	206.26	50.00	256.26
5216	Belvedere Way	Residential	203.38	50.00	253.38
5225	Belvedere Way	Residential	208.49	50.00	258.49
10168	Benson Avenue	Residential	206.26	50.00	256.26
11234	Big Sky Avenue	Residential	290.08	50.00	340.08
4523	Bodega Court	Residential	198.93	50.00	248.93
11419	Brunswick Lane	Residential	192.31	50.00	242.31
10978	Buckingham Way	Residential	206.26	50.00	256.26
11046	Buckingham Way	Residential	155.31	50.00	205.31
10468	Calico Court	Residential	206.26	50.00	256.26
10183	Camarena Avenue	Residential	209.07	50.00	259.07
10234	Camulos Avenue	Residential	130.59	50.00	180.59
10259	Camulos Avenue	Residential	206.14	50.00	256.14
10271	Camulos Avenue	Residential	155.63	50.00	205.63
8963	Camulos Avenue	Residential	184.04	50.00	234.04
10171	Canary Court	Residential	206.26	50.00	256.26
11409	Cannery Row	Residential	184.21	50.00	234.21
4643	Canoga Street	Multifamily	820.55	50.00	870.55
4732	Canoga Street	Multifamily	212.93	50.00	262.93
4771	Canoga Street	Multifamily	336.18	50.00	386.18

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
4830	Canoga Street	Multifamily	\$ 1,455.63	\$ 50.00	\$ 1,505.63
4830	Canoga Street	Multifamily	1,455.63	50.00	1,505.63
4924	Canoga Street	Residential	206.26	50.00	256.26
4945	Canoga Street	Residential	209.33	50.00	259.33
4949	Canoga Street	Residential	209.86	50.00	259.86
5014	Canoga Street	Residential	207.16	50.00	257.16
5068	Canoga Street	Residential	152.18	50.00	202.18
5162	Canoga Street	Multifamily	772.03	50.00	822.03
4912	Carlton Street	Residential	130.59	50.00	180.59
4934	Carlton Street	Residential	134.32	50.00	184.32
11158	Carriage Avenue	Residential	206.26	50.00	256.26
11239	Carriage Avenue	Residential	143.07	50.00	193.07
11253	Carriage Avenue	Residential	232.18	50.00	282.18
11178	Carrillo Avenue	Residential	106.04	50.00	156.04
9515	Central Avenue	Commercial	133.30	50.00	183.30
9710	Central Avenue	Commercial	293.15	50.00	343.15
11348	Chandler Lane	Residential	169.39	50.00	219.39
11418	Chandler Lane	Residential	184.34	50.00	234.34
4337	Clair Street	Residential	143.00	50.00	193.00
4397	Clair Street	Residential	204.11	50.00	254.11
5158	Clair Street	Residential	204.11	50.00	254.11
5176	Clair Street	Residential	238.20	50.00	288.20
4311	Clydesdale Way	Residential	214.58	50.00	264.58
10231	Coalinga Avenue	Residential	206.26	50.00	256.26
10213	Columbine Avenue	Residential	206.26	50.00	256.26
11460	Cumberland Lane	Residential	124.85	50.00	174.85
11477	Cumberland Lane	Residential	189.07	50.00	239.07
11446	Dartmouth Lane	Residential	169.39	50.00	219.39
10212	Del Mar Avenue	Residential	206.26	50.00	256.26
10236	Del Mar Avenue	Residential	206.26	50.00	256.26
10248	Del Mar Avenue	Residential	110.57	50.00	160.57
4504	Donner Court	Residential	127.15	50.00	177.15
4522	Donner Court	Residential	215.64	50.00	265.64
4528	Donner Court	Residential	190.52	50.00	240.52
11159	Essex Avenue	Residential	206.26	50.00	256.26
4665	Evert Street	Senior	158.56	50.00	208.56
4674	Evert Street	Residential	188.05	50.00	238.05
5361	Evert Street	Residential	102.69	50.00	152.69
4185	Faircove Court	Residential	169.39	50.00	219.39
11341	Fairfax Lane	Residential	167.27	50.00	217.27
4174	Fauna Street	Residential	232.18	50.00	282.18
4219	Fauna Street	Residential	206.24	50.00	256.24
4244	Fauna Street	Residential	206.26	50.00	256.26

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
4267	Fauna Street	Residential	\$ 200.00	\$ 50.00	\$ 250.00
4456	Fauna Street	Residential	206.26	50.00	256.26
4703	Fauna Street	Residential	205.52	50.00	255.52
4738	Fauna Street	Residential	206.26	50.00	256.26
4910	Fauna Street	Residential	201.42	50.00	251.42
10232	Felipe Avenue	Residential	215.38	50.00	265.38
8907-09	Felipe Avenue	Multifamily	112.36	50.00	162.36
8919-21	Felipe Avenue	Multifamily	412.53	50.00	462.53
4202	Flora Street	Residential	184.04	50.00	234.04
4220	Flora Street	Residential	215.01	50.00	265.01
4532	Flora Street	Residential	131.67	50.00	181.67
4730	Flora Street	Residential	292.70	50.00	342.70
4932	Flora Street	Residential	119.35	50.00	169.35
5051	Flora Street	Residential	207.90	50.00	257.90
5185	Flora Street	Residential	206.26	50.00	256.26
5382	Flora Street	Residential	184.41	50.00	234.41
10780	Fremont Avenue	Residential	119.51	50.00	169.51
10782	Fremont Avenue	Residential	119.51	50.00	169.51
10989	Fremont Avenue	Residential	226.58	50.00	276.58
11049	Fremont Avenue	Residential	161.92	50.00	211.92
10149	Galena Avenue	Residential	206.26	50.00	256.26
4507	Grand Avenue	Residential	139.48	50.00	189.48
10222	Greenwood Avenue	Residential	191.26	50.00	241.26
3792	Hampton Drive	Residential	189.37	50.00	239.37
3804	Hampton Drive	Residential	169.39	50.00	219.39
3910	Hampton Drive	Residential	134.38	50.00	184.38
11432	Hartford Lane	Residential	128.58	50.00	178.58
11339	Hickory Lane	Residential	167.27	50.00	217.27
11353	Hickory Lane	Residential	126.50	50.00	176.50
4103	Howard Street	Residential	206.26	50.00	256.26
4341	Howard Street	Residential	290.08	50.00	340.08
4605	Howard Street	Residential	303.91	50.00	353.91
4780	Howard Street	Residential	206.26	50.00	256.26
4910	Howard Street	Residential	232.18	50.00	282.18
5230	Howard Street	Residential	206.98	50.00	256.98
10236	Kimberly Avenue	Residential	206.26	50.00	256.26
10244	Kimberly Avenue	Residential	207.14	50.00	257.14
10311	Kimberly Avenue	Residential	105.02	50.00	155.02
10386	Kimberly Avenue	Multifamily	825.06	50.00	875.06
4671	Kingsley Street	Multifamily	408.23	50.00	458.23
4714	Kingsley Street	Residential	136.76	50.00	186.76
4821-23	Kingsley Street	Multifamily	412.53	50.00	462.53
4831-33	Kingsley Street	Multifamily	412.53	50.00	462.53

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
4909	Kingsley Street	Residential	\$ 201.09	\$ 50.00	\$ 251.09
4921	Kingsley Street	Residential	105.13	50.00	155.13
5003	Kingsley Street	Residential	206.26	50.00	256.26
5019	Kingsley Street	Residential	206.26	50.00	256.26
5130	Kingsley Street	Residential	205.33	50.00	255.33
5198	Kingsley Street	Multifamily	175.28	50.00	225.28
5242	Kingsley Street	Residential	206.26	50.00	256.26
5476	Kingsley Street	Residential	302.67	50.00	352.67
11325	Kingston Lane	Residential	193.41	50.00	243.41
4414	Mane Street	Residential	207.14	50.00	257.14
4428	Mane Street	Residential	230.86	50.00	280.86
4535	Mane Street	Residential	149.93	50.00	199.93
4543	Mane Street	Residential	302.67	50.00	352.67
4555	Mane Street	Residential	206.26	50.00	256.26
4846	Mane Street	Residential	206.26	50.00	256.26
4855	Mane Street	Residential	207.07	50.00	257.07
10231	Marion Avenue	Residential	106.04	50.00	156.04
10269	Marion Avenue	Residential	290.08	50.00	340.08
11349	Marquette Lane	Residential	190.65	50.00	240.65
11442	Marquette Lane	Residential	122.20	50.00	172.20
10231	Mills Avenue	Residential	215.31	50.00	265.31
11365	Millstone Lane	Residential	169.39	50.00	219.39
5035	Mission Boulevard	Residential	143.43	50.00	193.43
5239	Monte Verde Street	Residential	206.26	50.00	256.26
10290	Monte Vista Avenue	Senior	210.51	50.00	260.51
11073	Monte Vista Avenue	Residential	136.67	50.00	186.67
11194	Monte Vista Avenue	Residential	169.39	50.00	219.39
10557	Morgan Circle	Residential	206.26	50.00	256.26
10226	Oak Glen Avenue	Residential	206.26	50.00	256.26
10241	Oak Glen Avenue	Residential	194.78	50.00	244.78
10604	Oak Glen Avenue	Residential	145.33	50.00	195.33
4595	Oakdale Street	Residential	206.26	50.00	256.26
4621	Oakdale Street	Residential	109.60	50.00	159.60
4843	Orchard Street	Residential	239.02	50.00	289.02
5097	Orchard Street	Residential	206.26	50.00	256.26
5111	Orchard Street	Residential	102.77	50.00	152.77
5171	Orchard Street	Residential	198.86	50.00	248.86
5392	Orchard Street	Residential	206.21	50.00	256.21
5422	Orchard Street	Residential	206.26	50.00	256.26
10124	Poulsen Avenue	Residential	216.51	50.00	266.51
10154	Poulsen Avenue	Residential	206.26	50.00	256.26
11254	Poulsen Avenue	Residential	206.26	50.00	256.26
10206	Pradera Avenue	Residential	206.26	50.00	256.26

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
10180	Ramona Avenue	Residential	\$ 118.62	\$ 50.00	\$ 168.62
10198	Ramona Avenue	Residential	184.04	50.00	234.04
4834	Rawhide Street	Residential	189.27	50.00	239.27
4765	Rodeo Street	Residential	109.58	50.00	159.58
8949	Rose Avenue	Commercial	160.37	50.00	210.37
5011	Saddleback Street	Residential	201.40	50.00	251.40
5272	Saddleback Street	Residential	206.26	50.00	256.26
5177	San Antonio Way	Residential	206.26	50.00	256.26
11022	San Juan Way	Residential	178.59	50.00	228.59
11052	San Juan Way	Residential	206.26	50.00	256.26
11014	San Miguel Way	Residential	206.26	50.00	256.26
11020	San Pasqual Avenue	Residential	206.26	50.00	256.26
11073	San Pasqual Avenue	Residential	204.11	50.00	254.11
11094	San Pasqual Avenue	Residential	290.08	50.00	340.08
11143	San Pasqual Avenue	Residential	204.11	50.00	254.11
10133	Santa Anita Avenue	Residential	206.26	50.00	256.26
10151	Santa Anita Avenue	Residential	216.66	50.00	266.66
10183	Santa Anita Avenue	Residential	207.51	50.00	257.51
10221	Santa Anita Avenue	Residential	206.26	50.00	256.26
10298	Santa Anita Avenue	Residential	215.68	50.00	265.68
10170	Saratoga Avenue	Residential	141.11	50.00	191.11
10191	Saratoga Avenue	Residential	206.26	50.00	256.26
10265	Saratoga Avenue	Residential	184.04	50.00	234.04
5533	Shirley Lane	Residential	206.26	50.00	256.26
11011	Stallion Avenue	Residential	207.51	50.00	257.51
10289	Tudor Avenue	Residential	206.26	50.00	256.26
10115	Vernon Avenue	Residential	207.51	50.00	257.51
10241	Vernon Avenue	Residential	290.08	50.00	340.08
5554	Vernon Court	Residential	206.26	50.00	256.26
5555	Vernon Court	Residential	302.67	50.00	352.67
4226	Via Amore	Residential	290.08	50.00	340.08
4230	Via Amore	Residential	131.13	50.00	181.13
4191	Via Napoli	Residential	205.58	50.00	255.58
10400	Via Palma	Residential	184.04	50.00	234.04
11053	Wesley Avenue	Residential	206.26	50.00	256.26
11178	Whitewater Avenue	Residential	206.26	50.00	256.26
11195	Whitewater Avenue	Residential	107.14	50.00	157.14
11263	Whitewater Avenue	Residential	201.58	50.00	251.58
4515	Yosemite Drive	Residential	206.26	50.00	256.26
4538	Yosemite Drive	Residential	145.39	50.00	195.39
4548	Yosemite Drive	Residential	103.25	50.00	153.25
TOTALS			\$47,314.05	\$10,500.00	\$57,814.05

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
MAY 20 2013, AT 8:28 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:28 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of May 6, 2013.

Moved by City Manager Starr, seconded by Council Member Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of May 6, 2013.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

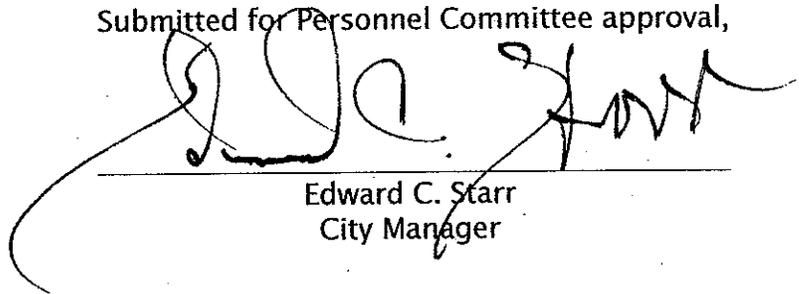
At 8:29 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:42 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:42 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager