

COMMUNITY DEVELOPMENT BLOCK GRANT
CITY-COUNTY DELEGATE AGENCY AGREEMENT

For Fiscal Years 1988-89, 1989-90, 1990-91

This agreement is made and entered into this 17th day of May 1988, by and between the COUNTY OF SAN BERNARDINO hereinafter referred to as "COUNTY", and the CITY OF REDLANDS, a municipal corporation and a political subdivision of the State of California and located within the boundaries of San Bernardino County, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, COUNTY has been designated an "urban county" by the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", as that term is defined in Title I of the Housing and Community Development Act of 1974 as amended, hereinafter referred to as "ACT", and accordingly, COUNTY will administer a Community Development Block Grant (CDBG) program which includes the development of a Final Statement of Community Development Objectives and Projected Use of Funds, hereinafter referred to as "COMMUNITY DEVELOPMENT PLAN", which constitutes COUNTY's application for federal assistance under said ACT; and,

WHEREAS, CITY and COUNTY have entered into a "Cooperation Agreement for Community Development Block Grant Funds", as part of COUNTY CDBG Program, covering Fiscal Years 1988-91, to which this is a subordinate and supplementary agreement per Section 10 (Other Agreements) of said Cooperation Agreement executed by these parties, dated November 2, 1987; and,

WHEREAS, COUNTY administers a CDBG program in cooperation with ten cities, and in the unincorporated areas of San Bernardino County, through County Department of Economic and Community Development, hereinafter referred to as "ECD", or its successor; and,

WHEREAS, CITY has the ability to manage and administer CDBG projects; and,

WHEREAS, CITY chooses to assume the responsibility of project implementation within its corporate limits in cooperation with COUNTY; and,

WHEREAS, both COUNTY and CITY seek to coordinate their efforts to maximize utilization of personnel and resources and increase efficiency and economies in the planning and administration of the program hereinafter set forth;

NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. PURPOSE. This agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code of the State of California (commencing with Section 6500), relating to public agencies. The purpose of this agreement is to implement the provisions of the Cooperation Agreement in carrying out CDBG activities which have been approved by COUNTY for CITY in accordance with the COMMUNITY DEVELOPMENT PLAN. The purpose will be accomplished pursuant to with the requirements of the ACT, its regulations and other federal, state and county laws and policies in the manner hereinafter set forth.

2. EFFECTIVE PERIOD. This agreement shall become effective beginning July 1, 1988 and shall continue in full force and effect through June 30, 1991. COUNTY may grant an extension of up to six (6) months of the effective period of this Agreement for the purpose of completing CITY's projects/activities which are underway and cannot be completed during the term of this Agreement. CITY must request said extension in writing and may be granted only upon receiving written approval from COUNTY. Maintenance and operation and monitoring requirements for facilities developed under the terms of the Agreement shall be in effect and continue in full force as prescribed in Section 9.
3. AUTHORIZATION OF PROJECT/ACTIVITY. CITY shall not initiate nor incur expenses for CDBG funded project/activity covered under the terms of this Agreement prior to receiving written authorization from COUNTY. Written authorization will be accomplished when the Attachment A (Request to Initiate Project/Activity) and B (Project/Activity Description) of this Agreement has been completed for a CDBG funded project/activity and signed by CITY and countersigned by ECD. Said Project/Activity shall be authorized and hereinafter referred to as an AUTHORIZED PROJECT.
4. IMPLEMENTATION OF AUTHORIZED PROJECT. CITY agrees to implement AUTHORIZED PROJECTS in the manner prescribed in the Delegate Agency Coordination Procedures (Attachment C), using the forms and contract boilerplate contained in (Attachment D), and agrees to comply with all applicable local, county, state and federal regulations associated with implementation of CDBG projects.

CITY may contract for all necessary services to complete AUTHORIZED PROJECTS described on its executed Attachment's A and B provided that contracts are submitted to and approved in writing by ECD prior to their execution. CITY Attorney is responsible for assuring and certifying that the AUTHORIZED PROJECT undertaken by the CITY's contracting party complies with all applicable regulations and statutes, as amended, listed in Attachment C Section IV.

5. MODIFICATION OF AUTHORIZED PROJECTS. CITY may request modification(s) to CDBG funding level authorized through the Attachment A and/or project description (i.e. scope of activity) authorized by the Attachment B. Upon receipt of written request from CITY and approval by COUNTY, COUNTY will initiate a revision to the Attachment A and/or the Attachment B.
6. COMMUNITY DEVELOPMENT PLAN AMENDMENT. Requests by CITY to add, delete or substantially modify an activity listed in the COMMUNITY DEVELOPMENT PLAN must be made in writing to COUNTY. Requests to add new activity(ies) must be accompanied by a CDBG project proposal application.

Substantial modifications are defined as actions that involve relocation of activity or allocation changes exceeding twenty-five (25) percent of original allocation amount or as otherwise determined by COUNTY.

Requests for additions and substantial modifications will be reviewed by COUNTY for eligibility and compatibility with the COMMUNITY DEVELOPMENT PLAN. Additions, deletions and substantial modifications must be approved by City Council action and supportive documentation for said action must be sent to COUNTY. CITY shall comply with the requirements of and participate in the implementation of the citizen participation portion of the COMMUNITY DEVELOPMENT PLAN.

7. COUNTY RESPONSIBILITIES. COUNTY, through ECD, is empowered to enforce all federal regulations pertaining to CDBG funded projects undertaken by CITY under this Agreement. CITY recognizes that COUNTY, as the formal grantee of the CDBG, has full responsibility and obligations to HUD for undertaking the CDBG Program and has full authority in administering and allocating funds. CITY will have no direct responsibilities or obligations to HUD, except as identified, under this Agreement. COUNTY shall provide technical assistance to CITY in a timely and expeditious manner upon written request to the Director of ECD.

8. CONFORMANCE TO COUNTY PROCEDURES. Under this Agreement, CITY elects to be responsible for carrying out CDBG projects. However, in implementing said projects, CITY must perform all services and activities in accordance with federal and state statutory requirements and with the policy and procedures established by the Board of Supervisors and shall specifically conform to the following terms and conditions:

A. COMMUNITY DEVELOPMENT ADMINISTRATOR. Upon COUNTY and CITY's mutual assent to this contract, CITY will designate a "Community Development Administrator" by filling in the name of said person in the space provided below. The Community Development Administrator is the responsible authority for all correspondence with COUNTY, the signatory on AUTHORIZED PROJECT Attachment A's and B's and apprises CITY Council, administration and staff as appropriate regarding the CDBG program. CITY may by written notification, change the Community Development Administrator.

CITY's Community Development Administrator for this Agreement is

Sondra K. Morison, TITLE: CDBG Administrator

B. FISCAL CONTACT PERSON. For purposes of this Agreement, CITY shall also designate a fiscal contact person by filling in the space provided below. The fiscal contact person shall be responsible for billing, and fiscal procedures regarding the CDBG Program and will serve as the primary contact for technical fiscal matters. CITY may by written notification change the fiscal contact person.

CITY's Fiscal Contact person for this Agreement is

Sondra K. Morison, TITLE: CDBG Administrator

C. CITY shall be responsible for maintaining complete separate fiscal accounts for funds which come under its control in such manner as to permit the reports required by COUNTY to be prepared therefrom and to permit the tracing of funds to their final expenditure. CITY will submit to ECD complete and detailed project descriptions, budgets, and expenses for each project that CITY implements with CDBG funds along with monthly reports of grant expenditures.

9. MAINTENANCE AND OPERATION OF FACILITIES. CITY shall provide maintenance and operation for the life of the facility, not less than (20) twenty years.
10. INSURANCE. CITY shall require each contractor and sub-contractor performing work on CDBG projects to secure and maintain the following minimum insurance during the term of their contract(s).

All policies with respect to the insurance coverage required below, except for Workers' Compensation insurance coverage, shall contain additional endorsements naming COUNTY, and their employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

- Workers' Compensation - 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 providing services on behalf of the Contractor and all risks to such persons under this Agreement.

The Contractor shall require the carriers of this coverage to waive all rights of subrogation against ECD and COUNTY, their officers, volunteers, employees, contractors and subcontractors.

- Comprehensive General and Automobile Liability Insurance - this coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

The above policies shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ECD and shall maintain such insurance from the time contractor commences performance of services hereunder until the completion of such services. In the event of any damage or destruction to facilities funded in whole or in part by CDBG funds, CITY shall use the entire insurance proceeds to restore said facilities.

11. FUNDING LIMITS CDBG funding of AUTHORIZED PROJECTS is limited to the amount allocated by CITY in AUTHORIZED PROJECTS Attachment A.
12. DISBURSEMENT OF FUNDS. All CDBG funds allocated to CITY project(s) shall be received from the Federal Government by COUNTY under ACT. ECD will disburse the funds to CITY on a cost reimbursement basis. Billing shall be accompanied by all pertinent source documentation to be presented to ECD by CITY on or about the first day of each month, allowing 15 days for payment on the part of ECD. COUNTY shall be entitled to retain from such funds such amount as is calculated as the direct costs (including, but not limited to, salaries, benefits, mileage, actual cost of materials, meals and other authorized expenses allowable under the Travel Code Section 13.0638 County of San Bernardino) incurred by COUNTY in implementing CITY's AUTHORIZED PROJECTS.

13. WITHHOLDING OF FUNDS. COUNTY shall retain the right to withhold funds for any programs carried out by CITY or CITY's subcontractor upon giving written notice to CITY indicating that COUNTY has determined that CITY has not performed its obligations as stated in this Agreement in a satisfactory or timely manner consistent with federal regulations or policy. COUNTY shall notify CITY in writing of this determination, specifying the objection(s) to CITY's performance. CITY shall then have a maximum of 10 days in which to remedy said deficiencies. Should approval of COUNTY not be obtained within said period, COUNTY shall have full authority to reallocate CITY's program funding to other eligible activities which can be implemented or to assume sole responsibility for carrying out any and/or all AUTHORIZED PROJECTS, upon written notice to CITY. Upon such notice, CITY agrees to cease all activity provided hereunder, as specified in said notice.
14. PROGRAM INCOME. Program income represents gross income earned by CITY as a result of an AUTHORIZED PROJECT funded under the terms of this Agreement. CITY shall retain the use of program income by returning program income to COUNTY and requesting project allocation increase(s) for activities listed in the current COMMUNITY DEVELOPMENT PLAN. Program income shall be returned to COUNTY within thirty (30) days after: a) disposition or sale of real property occurs or; b) cumulative program income reaches increments of one thousand dollars (\$1,000) and; c) the end of each fiscal year.
- CITY shall include in the Program Reporting requirements of Section 15, all sources and amount of program income on a monthly and year-to-date basis.
15. PROGRAM REPORTING. CITY agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD or COUNTY directives. CITY shall maintain such property, personnel, financial and other records and accounts as are considered necessary by HUD or COUNTY to assure proper accounting for all authorized project funds. All CITY records, with the exception of confidential client information, shall be made available to representatives of COUNTY and the appropriate federal agencies. CITY is required to submit data necessary to complete the Annual Grantee Performance Report and EEO-4 form (Annual Equal Employment Opportunities form) in accordance with HUD regulations in the format and at the time designated by COUNTY Director of ECD or his designee. By the first of each month, CITY shall submit to COUNTY ECD, a monthly status report on all active AUTHORIZED PROJECT(S) and if applicable, program income generating activities (see Attachment D-3).
16. MONITORING. ECD Director or his designee will conduct periodic monitoring of CITY administration of AUTHORIZED PROJECTS. Monitoring will focus on the extent to which the COMMUNITY DEVELOPMENT PLAN has been implemented and measurable goals achieved, effectiveness of project management, and impact of the AUTHORIZED PROJECTS. Authorized representatives of COUNTY and HUD shall have the right of access to all activities and facilities operated by CITY under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. CITY will permit on-site inspection by COUNTY, and HUD representatives, and insure that its employees furnish such information, as in the judgement of COUNTY and HUD

representatives, may be relevant to a question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

17. ACCOUNTING. CITY must establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards.
18. AUDITS. CITY is required to arrange for an independent financial and compliance audit annually for each fiscal year during which federal funds are received under this Agreement as required by Circular A-128 pursuant to the Single Audit Act of 1984, Public Law 98-502. The results of the single audit must be submitted to COUNTY within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, CITY shall provide a written response to all conditions or findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All condition or finding correction actions shall take place within six (6) months after ECD's receipt of the audit report. An audit may also be conducted by Federal, State or local funding source agencies as part of the COUNTY's audit responsibilities. COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents papers, records, property, and premises of CITY. CITY's staff will cooperate fully with authorized auditors when they conduct audits and examinations of CITY's program. If indications of misappropriation or misapplication of the funds of this Agreement cause COUNTY to require a special audit, the cost of the audit will be encumbered and deducted from funds allocated to CITY CDBG projects. Should COUNTY subsequently determine that the special audit was not warranted, the amount encumbered will be restored to said CDBG project allocations. Should the special audit confirm misappropriation or misapplication of funds, CITY shall reimburse COUNTY the amount of misappropriation or misapplication from non-CDBG funding sources.
19. PROJECT ACKNOWLEDGEMENT. Should CITY determine that the funding sources or the names of responsible public officials be displayed on a completed building or significant project, such identification should be acknowledged on a plaque, permanently mounted in an appropriate location, made of bronze or other appropriate material, acknowledging the funding source as the Department of Housing and Urban Development, San Bernardino County Community Development Block Grant. The current Board of Supervisors and the members of the City Council shall also be identified. In instances where multiple funding sources are utilized to construct a project, all funding sources shall be identified.

The listing order of multiple funding sources identified on the plaque shall be the largest dollar amount first, the second largest dollar amount second, etc.

20. AFFIRMATIVE ACTION. CITY shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, CITY shall make every effort to employ residents of the area and shall keep a record of CITY staff positions that have been funded directly by or as a result of this program.
21. DISCRIMINATION. During the performance of this contract, CITY agrees not to discriminate against any contractor or applicant for employment in performing work because of race, color, religion, sex or national origin. CITY further agrees to take affirmative action to ensure that its contractors employ and treat all employees during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, etc. CITY will cause contractor to comply with the provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor. CITY shall require its contractor to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
22. STANDARDS OF CONDUCT. Pursuant to Office of Management and Budget Circular A-102, Attachment O, Section 7, Code of Conduct, CITY shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the CITY shall participate in selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
- a. The employee, officer or agent;
 - b. Any member of his immediate family;
 - c. His or her partner; or
 - d. An organization which employs, or is about to employ, any of the above, has financial or other interest in the firm selected for award.

The CITY's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

CITY may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the CITY's officers, employees, or agents, or by contractors or their agents.

23. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES. CITY agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Agreement. Funds under this Agreement will be used exclusively for performance of the work required under this Agreement and no funds made available under this Agreement shall be used to promote any religious or political activities.

24. HOLD HARMLESS. CITY shall indemnify and hold the COUNTY, its officers, agents, volunteers and employees, harmless from and against any loss, liability, claim, or damage that may arise or result from activities of CITY, its officers, agents, volunteers and employees; and, CITY shall, at its own cost, expense and risk, defend any legal proceedings that may be brought against COUNTY, its officers, agents and employees, on any liability, claim or demand and satisfy any judgement that may be rendered against any of them arising or resulting from activities of CITY, its officers, agents and employees. CITY shall assume liability for all and any direct expense incurred in providing services pursuant to this Agreement and shall assume any and all responsibilities for loss or damage resulting from negligence, injury, illness or disease arising out of the provision of services. CITY, however, is obligated to promptly notify COUNTY in writing of the occurrence of any such loss or damage.

CITY shall indemnify and hold harmless COUNTY against any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by the United States Department of Housing and Urban Development or its successor that activities undertaken by CITY under the program or programs fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this Agreement were improperly expended.

25. ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
26. GRANT ADMINISTRATION. Ten percent of City's total allocation shall be set aside for grant administration.

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

"COUNTY"

COUNTY OF SAN BERNARDINO

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

Dated: _____

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

MARTHA M. SCUDDER
Clerk of the Board of Supervisors
of the County of San Bernardino

BY: _____
Deputy

APPROVED AS TO FORM

ALAN K. MARKS
COUNTY COUNSEL

Paul M. Marks
Deputy County Counsel

DATED: April 18, 1988

RECOMMENDED AS TO CONTENT

County Administrative Officer

DATED: _____

PLN24/DEL AGENCY AGMT
11/10/87/bjj
4/15/88/bjj

"CITY"

CITY OF REDLANDS

BY: Carole Resnick

TITLE: Mayor

Dated: May 17, 1988

APPROVED AS TO FORM
OFFICE OF CITY ATTORNEY

BY: Daniel J. McElroy

DATED: 18 May 1988

RECOMMENDED AS TO CONTENT

John E. Holmes
City Manager

DATED: May 18, 1988

ATTACHMENT A - REQUEST TO INITIATE PROJECT/ACTIVITY

CASE NUMBER:

DATE OF ORIGINAL ISSUE:

TARGET AREA:

ORIGINAL:

REVISION #:

DATE OF REVISION:

Pursuant to the terms of the Contract between the Department of Economic and Community Development (ECD) and the CITY OF _____, dated _____, ECD hereby requests that the following project/activity be initiated. There will be no changes in Project/Activity Title, Activity Budget (Attachment A) or in the Activity Description (Attachment B) without written approval of the Director of the Department of Economic and Community Development.

PROJECT/ACTIVITY TITLE:

ACTIVITY LOCATION:

TOTAL PROJECT ALLOCATION: \$

IMPLEMENTING ENTITY:

CITY CDBG

ALLOCATION RELEASED: \$

DATE OF RELEASE OF FUNDS:

CITY CDBG FUNDS EXPENDED

AS OF: \$

BALANCE OF FUNDS AVAILABLE: \$

SCHEDULE OF FUND AVAILABILITY:

<u>Years 1-10</u> <u>(75-85)</u>	<u>Year 11</u> <u>(85-86)</u>	<u>Year 12</u> <u>(86-87)</u>	<u>Year 13</u> <u>(87-88)</u>	<u>Year 14</u> <u>(88-89)</u>	<u>Year 15</u> <u>(89-90)</u>	<u>Year 16</u> <u>(90-91)</u>	<u>TOTAL OF</u> <u>16 YEARS</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

MAINTENANCE AND OPERATION BUDGET/AGREEMENT:

OTHER PERTINENT INFORMATION:

_____, DIRECTOR
EPWA/DEPT. OF ECONOMIC AND COMMUNITY DEVELOPMENT

DATE: _____

ACCEPTANCE OF REQUEST TO INITIATE PROJECT/ACTIVITY

I hereby acknowledge the receipt of the Request to Initiate the above Project/Activity and agree to implement the activity described in Attachment B (Project/Activity Description) in accordance with the above Allocation and Balance of Funds Available subject to necessary approvals of the Board of Supervisors. The proposed budget for this project is as follows:

LAND ACQUISITION: \$ _____
STAFF COST RELATED
TO LAND ACQUISITION: \$ _____
DESIGN: \$ _____
CONSULTANT SERVICES: \$ _____

PURCHASE OF EQUIPMENT: \$ _____
CONSTRUCTION COST: \$ _____
CITY STAFF COST: \$ _____
CONTINGENCY: \$ _____

TOTAL PROJECT ALLOCATION: \$ _____

IMPLEMENTING CITY

SIGNATURE

DATE

TITLE

ATTACHMENT B - PROJECT/ACTIVITY DESCRIPTION

CASE NUMBER:

DATE OF ORIGINAL ISSUE:

TARGET AREA:

ORIGINAL:

REVISION #:

DATE OF REVISION:

PROJECT/ACTIVITY TITLE:

ACTIVITY LOCATION:

ACTIVITY DESCRIPTION:

ENVIRONMENTAL PUBLIC WORKS AGENCY
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

DIRECTOR

DATE

IMPLEMENTING ENTITY:

SIGNATURE

DATE

TITLE

ECD/11/87
ADMIN/1-004

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
DELEGATE AGENCY
COORDINATION PROCEDURE

Attachment C

I Introduction

The following procedure identifies the actions, responsibilities, and sequence of events for CDBG funded projects being implemented by a coordinated effort between the San Bernardino County Department of Economic and Community Development (ECD) and the Delegate Agency (DA). For each action or event listed in Section III of this attachment, the entity responsible for carrying out that action or event is referenced beside it. Section IV contains regulations and statutes applicable to CDBG funded activities.

II Authorization to Proceed

Delegate Agencies are not authorized to expend funds nor to initiate CDBG projects until authorized to do so in writing by ECD. Continued authorization is contingent upon adequate progress and timely submission of Monthly Project Status Reports covering all currently AUTHORIZED PROJECTS. See Attachment "D" for blank Monthly Status Report form. ECD payments of DA requests for reimbursement will be subject to DA submittal of complete reimbursement report package as listed in Section III, D-22.

A. Project/Activity Budget

Each project activity is initiated by an Attachment A. The Attachment A is released when the project/activity is ready to be implemented and subsequent to environmental clearance and release of funds from HUD. It specifies the total funding allocation for the project/activity, the portions currently released and available to expend, the budget categories the allocation will be expended under, and the entity responsible for maintenance and operation of the completed project.

In accepting the Attachment A the Delegate Agency is to complete an estimated budget showing the allocation distribution to design costs, staff costs, construction costs, etc. This breakdown may also include a contingency or inflation factor not to exceed 10% of the total activity allocation.

B. Activity Description

The activity description is forwarded to the Delegate Agency as Attachment B. The preparation of the project description, both preliminary and final, is the responsibility of the ECD Planning Section.

The Description should be specific enough for use as the scope of work funded by CDBG money in an RFP for architectural or engineering services or for a vendor in preparing a bid. It will contain, but is not limited to the following:

1. Title of Project/Activity
2. Activity Number
3. Specific site description

4. On- and off-site improvement description
5. Size of building
6. Fixtures list (Such as stove, built-in equipment)
7. Water and sewer requirements
8. Utilities
9. Specific zoning and planning requirements
10. Specific uses of the site and/or building
11. Equipment
12. Functions

Approval to change the project/activity description will come from ECD in the form of a revised Attachment B (and corresponding Attachment A, if appropriate).

ECD will complete the Attachments A and B and will send two copies each to the Delegate Agency for signature. Once signed and fully completed, they must be returned to ECD for the Director's signature. A copy of each will be returned to the Delegate Agency signifying authorization to proceed with actions outlined in the following section.

III Actions and Responsibilities

A. Property Acquisition

The Delegate Agency can pursue the acquisition of real property (and related relocation, if necessary) through its jurisdiction or request the County's EPWA Real Property Division of the Engineering Contract Services Department to handle the acquisition and/or relocation.

1. If the Delegate Agency wishes to purchase the property, the following procedure should be followed:
 - a. DA: Refers to HUD Handbook 1377 which implements the Uniform Relocation Assistance and Real Property—Acquisition regulations including the Federal Relocation Assistance and Acquisition Policy Act of 1970, the Braithwaite Act of the State of California and any subsequent amendments to these acts and regulations.
 - b. DA: Obtains required appraisals.
 - c. DA: Reviews required appraisals and/or leases to determine if property can be acquired within the project allocation.
 - d. DA: Sends all lease documents to ECD for approval.
 - e. DA: Sends any requests for adjustments of funds for property acquisition and/or relocation to the ECD Director for approval.
 - f. ECD: Issues approvals in relation to D above and sends them to Delegate Agency.

- g. DA: Initiates lease or purchase.
 - h. DA: Sends Request for Advance of Funds to ECD 10 working days prior to expected close of escrow, with all appropriate documentation attached.
2. If the Delegate Agency desires to have the County EPWA Real Property Division of the Engineering Contract Services Department handle Acquisition and/or relocation activities, the Delegate Agency should follow this procedure:
- a. DA: Submits a letter to ECD requesting that the Real Property Division handle the project/activity, describing in detail what property is to be acquired, giving all pertinent information, and identifying who the Delegate Agency contact person is to be.
 - b. ECD: Initiates appraisal process.
 - c. Real Property Division: Obtains required appraisals.
 - d. Real Property Division: Forwards appraisals to DA
 - e. DA: Reviews appraisals and/or leases to determine if property should be acquired and/or leased. Prepare and forward request to ECD.
 - f. ECD: Reviews request from DA, and forwards Authorization to Proceed to Real property (Note all leases and all adjustments in project allocations must be requested and approved by the ECD Director).
 - g. Real Property Division: Initiates Purchase or Lease of Property.

The Real Property Division will work with the designated Delegate Agency Contact throughout the acquisition/relocation process to assure that the Delegate Agency is aware of the activities and can make any necessary decisions in relation to the activity.

B. Architect and/or Engineer Selection

- 1. The usual procedure for the selection of an architect or engineer involves a Request for Professional Services (RFP), following this process:
 - a. DA: Prepares an RFP for architectural, engineering, or other consultant services.
 - b. DA: Submits, prior to release all RFP's to ECD for review for contract compliance and consistency with Federal Circular A-102 Attachment O (Procurement Standards).

- c. DA: Reviews RFP's for compliance with State, Federal, local and ECD regulations. Requests ECD for "Approval to Proceed to Issue RFP".
 - d. ECD: Issues to DA an "Approval to Proceed to Issue an RFP".
 - e. DA: Advertises RFP, receives responses, interviews, requests ECD representation on Selection Committee, and makes selection.
 - f. DA: Notifies ECD of selection. Sends back-up documentation and draft contract to ECD. Requests ECD for "Approval to Proceed to Award a Consultant Services Contract".
 - g. ECD: Reviews final contract for contract compliance and issues a "Approval to Proceed to Award a Consultant Services Contract".
 - h. DA: Awards Consultant Services Contract.
2. Architectural and Engineering Services may also be negotiated under certain situations; i.e., obtained through a sole source procurement. This is an eligible alternative requiring the following steps:
- a. DA: Determines that the situation warrants sole source procurement and that such procurement will comply with requirements and criteria specified in Federal Circular A-102 Attachment O (Procurement Standards).
 - b. DA: Selects architect, engineer or other consultant.
 - c. DA: Sends Request for Approval to Proceed to Award a Sole Source Consultant Services Contract to ECD explaining why the Delegate Agency has chosen the consultant and why the competitive RFP procedure is not being used.
 - d. ECD: Reviews the request and approves or denies sole source procurement request based on explanation and backup.
 - e. ECD: Issues "Approval to Proceed to Award a Sole Source Consultant Services Contract" authorization or denial or request.
 - f. DA: Negotiates and awards the sole source contract.

C. Design Phase

- 1. DA: Monitors preparation of preliminary plans by architect.
- 2. DA: Notifies ECD of all public meetings with architect five working days before event.
- 3. ECD/DA: Reviews and approves Preliminary Design.

4. DA: Secures all required permits and regulatory approvals.
5. DA: Reviews and approves plans and specifications, and obtains current State and Federal Wage Decisions to include in the bid package. ECD keeps current copies which are available by request.
6. DA: Forwards construction bid package to ECD for review and approval along with Request for "Approval to Proceed to Issue an Invitation to Bid for Construction Services". See Attachment D "Construction Contract Boilerplate", for the forms used in preparing bid packages.
7. ECD: Reviews and approves construction bid package for compliance with Federal, State and local regulations and forwards authorization to proceed with changes (if any) to DA.
8. DA: Secures plan check of plans and specifications from the appropriate Building and Safety Authority.

D. Construction Phase

1. DA: Advertises invitation to bid and receives bids.
2. DA: Ten days prior to bid opening, DA makes telephone contact with ECD and requests updated State and Federal Wage Decisions. ECD will send to DA the latest Wage Decisions. If they are in any way different from those issued in the original bid package, DA will immediately forward latest wage decision to all bidding contractors who, in turn, submit revised bids prior to the bid opening.
3. DA: Conducts bid opening and sends to ECD a copy of the awarded contract bid specifications including copies of the Wage Decisions in effect at bid opening.
4. DA: Submits the low bidder information and list of subcontractors to ECD and requests ECD FOR "Approval to Proceed to Award a Construction Services Contract". If adjustment of funds or project description is needed, the written request for reallocation of funds (revision of Attachment A) or revision of project description (revision of Attachment B) should be sent at this time. Requests over 25% of project allocation, requires approval by the DA's governing body in a public hearing.
5. ECD: Prepares revisions to Attachment A and/or B as requested.
6. ECD: Reviews Contractor/Subcontractor's eligibility to receive Federal contracts.
7. ECD: Issues Approval to Proceed to Delegate Agency.

8. DA: Approves the Affirmative Action Plan for contractors who: 1) have contracts with the DA during current fiscal year, or 2) employ ten or more employees, or 3) bid the work for more than \$10,000.
9. DA: Insures completeness of contract documents prior to award of contract.
10. DA: Awards Contract.
11. DA: Notifies ECD of pre-construction conference at least 12 days prior to event.
12. ECD: Notifies HUD of pre-construction conference at least 10 days prior to event.
13. DA: Conducts pre-construction conference (ECD attendance mandatory). ECD forwards Contract Compliance Instructions to prime contractor.
14. DA: Provides ECD with a copy of signed contract prior to start of construction. DA ensures completion of bonds and obtains contractor/subcontractor certifications concerning labor standards and prevailing wage requirements before signing contract.
15. DA: Keeps an up-to-date record of all encumbrances and obligations, including staff costs incurred, to assure that the remaining balance of funds is known.
16. ECD/DA: Ongoing observation and monitoring of projects.
17. DA: Conducts onsite interviews with employees regarding their wages. Sends copy of interviews to ECD (see 22b below).
18. DA: Receives from contractor, requests for progress payments accompanied by Weekly Certified Payroll, form WH-347, and any other documentation of expenditures and work accomplished. See Attachment D for WH-347 form.
19. ECD: Receives from contractor, duplicate copies of Weekly Certified Payroll forms WITH ORIGINAL SIGNATURES and Monthly Employee Utilization Reports, form CC-257.
20. DA/ ECD: Checks payroll forms against employee interview forms for consistency between wage rates reported by contractor and wages received by employees.
21. ECD: Checks contractor's compliance with the approved Affirmative Action Plan using Monthly Employee Utilization ~~Reports~~, form CC-257 received from contractor.
22. DA: Submits to ECD once each month during the term of the construction contract a report package containing:

- a. Request for Reimbursement and accompanying documentation. Payments on said requests are subject to complete compliance with Federal Labor Standards.
 - b. Copies of Employee Interview forms for that month.
See Attachment D for blank forms.
- 23. DA: Notifies ECD of all meetings regarding ECD projects, such as Design Conferences, Public Meetings, meetings with Community Development Advisory Commission, Delegate Agency, at least five working days before event occurs.
 - 24. DA: Processes change orders and sends copy(ies) of change order(s) along with "Request for Approval of a Contract Change Order" to ECD.
 - 25. DA: Must obtain approval from ECD regarding all change orders prior to authorizing the contractor to proceed with said changes.
 - 26. DA: Requests revisions to Attachment A or Attachment B as needed.
 - 27. ECD: Revises Attachments A or B and issues Approval to Proceed to issue Change Order(s) to Delegate Agency.
 - 28. DA: Notifies ECD of final inspections at least five working days before inspection.
 - 29. DA: Attends final inspections (ECD attendance optional).
 - 30. DA: Secures its governing body's acceptance of completed project and filing of completion forms.
 - 31. ECD: Monitors project progress and contract compliance and issues, as necessary, "Notice of Non-Receipt of Monthly Status Report" or "Notice to Submit Final Activity Costs" notices to Delegate Agency.
 - 32. DA: Makes every effort necessary to comply with said notices.
 - 33. DA: Prepares and submits Notice of Completion to ECD.
 - 34. ECD: Conducts Annual Certification of Use of Facilities.

IV. DELEGATE AGENCY must ensure compliance with the following regulations and statutes, as amended, in carrying out CDBG funded activities:

- A. Community Development Block Grant Regulations of the Housing and Community Development Act of 1974, 1980 and amendments of 1981.
- B. National Environmental Policy Act of 1969 Office of Management and Budget Circulars A-87, A-102, A-110, A-122 and A-123.
- C. Federal Labor Standards Compliance Handbook No. 13344.1 REV-1 including:
 - 1) Davis-Bacon Act.
 - 2) Contract Work Hours and Safety Standards Act
 - 3) Copeland Act
 - 4) Equal Employment Opportunity Requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- D. National Environmental Policy Act.
- E. National Flood Insurance Program.
- F. Archaeological and Historic Preservation Act of 1974.
- G. Architectural Barriers Act of 1968.
- H. Clean Air Act
- I. Federal Water Pollution Control Act.
- J. Section 3 regulations of the Housing and Urban Development Act of 1968 (Title 24, CFR 135).
- K. Civil Rights Act.
- L. Uniform Relocation Assistance and Real Property Acquisition Policies Act.
- M. Hatch Act.
- N. Implementation Policy for CDBG-funded facilities, adopted by the Board of Supervisors on May 3, 1976.

PLN24/DEL AGENCY AGMT
11/13/87/bjj
3/8/88/bjj
4/4/88/pn
4/14/88/pn