

COMMUNITY DEVELOPMENT BLOCK GRANT  
CITY-COUNTY DELEGATE AGENCY AGREEMENT

For Fiscal Years 1985-86, 1986-87, 1987-88

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1985, 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, and accordingly, COUNTY has developed a community development plan and program which is set forth in COUNTY's application for federal assistance under said Act; and, CITY and COUNTY have entered into a "Cooperation Agreement for Community Development Block Grant funds" to which this is a subordinate and supplementary agreement per Section 8 (Other Agreements) of said cooperation agreement executed by these parties, dated \_\_\_\_\_, 1985; and,

WHEREAS, COUNTY administers a Community Development Block Grant (CDBG) program in thirteen cooperating cities and the unincorporated areas of San Bernardino County; and,

WHEREAS, CITY has the management capability and can administer project implementation at a cost to the program less than that of the County; and,

WHEREAS, CITY chooses to assume the responsibility of project implementation within their corporate limits on behalf of the 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. 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 Community Development Block Grant activities which have been approved by COUNTY, for the CITY of REDLANDS, specifically the project or projects described in Attachment "A" hereto. The purpose will be accomplished in accordance with the requirements of the Act, its regulations and other federal, state and county laws and policies in the manner hereinafter set forth.

CITY shall not incur costs for projects prior to receipt of written confirmation from the County Department of Housing and Community Development (HCD) through an executed Request to Initiate Project/Activity (Attachment A) and Project/Activity Description (Attachment B).

CITY agrees to implement Community Development activities as specified in Attachments A and B in the manner prescribed in the Delegate Agency Coordination Procedures (Attachment C), using the forms and contract boilerplate or equivalents (Attachment D), and agrees to comply with all applicable local, county, state and federal regulations associated with implementation of Community Development Block Grant projects.

2. This agreement shall become effective on the date given in the introduction above and shall continue in full force and effect during the program years, July 1, 1985 through June 30, 1988, covered by COUNTY's fiscal years 1985-88, consistent with the terms and conditions of any grant made in reliance hereon.
3. CITY hereby adopts and agrees to comply with COUNTY's Community Development Plans for the term of this agreement. COUNTY, as the grantee, and the cooperating cities agree herein to share as equal partners, the responsibility to comply with and/or implement the certifications of said plans including the administration and implementation of the Housing Assistance Plan, Housing Opportunities Plan and all associated housing activities. CITY shall also adopt an appropriate resolution, consistent with Section 34209, California Health and Safety Code to allow without reservation, restitution, etc., the Section 8 program of Title II of the Housing and Community Development Act of 1974, to operate within CITY.
4. The Department of Housing and Community Development (HCD) as the COUNTY entity which has the responsibility for administering the COUNTY's Federal Community Development Block Grant contract, which is the source of funding for the projects listed in Attachment "A", is responsible for assuring that projects undertaken by CITY under this agreement comply with all federal regulations including, but not limited to, regulations pertaining to site selection, land acquisition, relocation, contracting procedures, etc. Therefore, approval by HCD of all contracts entered into for the purpose of implementing this agreement is a condition precedent to payment under this agreement. CITY agrees to submit all contracts to be entered into for the purpose of implementing this agreement to HCD for approval in advance of contracting unless CITY obtains from HCD a written waiver of the conditions of approval as to each contract.
5. The total CITY project(s) allocation shall be received from the Federal Government by COUNTY under said Act and shall be deposited in a specified fund in the COUNTY's Treasury with an appropriate separate account provided for each CITY by Project Case Number. HCD will disburse the funds to CITY on a cost reimbursement basis or on a prior agreed upon advance payment procedure. Billing shall be accompanied by all pertinent source documentation to be presented to HCD by CITY on or about the first day of each month, allowing 15 days for payment on the part of HCD. 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 within CITY's jurisdiction, any projects described in Attachment "A".

6. COUNTY and CITY recognize that COUNTY, as the formal grantee of the CDBG, has full responsibility and obligations to HUD for undertaking the CDBG Program and full authority in administering and allocating funds and that CITY will have no direct responsibilities or obligations to HUD under this agreement. COUNTY shall assume the total responsibility for the removal of any Grant conditions imposed by the Grantor. In particular, projects conditioned pending satisfactory completion of the National Environmental Policy Act (NEPA) procedures are the responsibility of COUNTY until formal notification by the Grantor of the removal of conditions.

CITY shall, however, be bound to implement any specific mitigation measures utilized to achieve the removal of conditions and full compliance with NEPA regulations.

In no instance will CITY incur costs to be charged to any project prior to notification by COUNTY of formal removal of conditions (release of funds).

CITY shall assume the total responsibility for full compliance with the requirements of the California Environmental Quality Act and other pertinent state or local laws or ordinances.

As concerns rights and responsibilities of COUNTY and CITY as to each other under this agreement, however, CITY shall have the right to elect to be responsible for carrying out all projects required by the Program or programs under this agreement. 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. 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" will function as the primary contact with COUNTY and will be responsible for informing CITY staff and administration as appropriate. CITY may by written notification, change the Community Development Administrator.

CITY's Community Development Administrator for this agreement is

W. C. Schindler, TITLE: Administrator

- B. 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 for the CDBG Program and will serve as the primary contact for technical fiscal matters. CITY shall maintain complete separate fiscal accounts as to funds which come under its control or deposition pursuant to this agreement 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 HCD complete and detailed project descriptions, budgets, and expenses for each project that CITY implements with CDBG funds along with monthly reports of grant expenditures. CITY may by written notification change the fiscal contact person.

CITY's Fiscal Contact person for this agreement is Linda L. Kirwan

TITLE: Finance Director.

- C. CITY may, with the written concurrence of COUNTY, modify the funding levels of the approved projects described in Attachment "A" including the total removal of a project.

Project changes which are defined as substantial, so determined by the Director of HUD, after consultation with CITY, are subject to the specific requirements of the pertinent Community Development Plan and the current Block Grant regulations. New activities are defined automatically as "substantial" and require submission of a Project Description, a Justification Statement and a revised budget. Project modifications which involve a change of location or a net allocation change greater than 25 percent are subject to said requirements.

It is understood and agreed to herein that reprogrammed funds are subject to consideration based on the specifics of the Community Development Plan and there is no assurance that the reprogrammed funds will be allocated to the cooperating CITY or the unincorporated target area from which the project change or cancellation generated the funds.

CITY shall not incur costs for unapproved projects, or incur costs in excess of the approved project funding level, prior to receipt of written confirmation authorizing the expenditure.

- D. CITY is authorized by COUNTY to contract for all necessary services for completion of projects described in Attachment "A", provided that contracts are submitted to and approved by HCD in advance of contracting, or a written waiver of this condition is obtained as specified in Paragraph 4, page 3. CITY attorney is responsible for assuring and certifying the projects undertaken by those whom CITY has contracted for the performance of work in connection with any of the projects listed in Attachment "A" comply with the following regulations:

1. Community Development Block Grant Regulations.
2. Federal Management Circulars A-87 and A-102.
3. Hatch Act.
4. Davis-Bacon Act.
5. Architectural Barriers Act of 1968.

6. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
7. National Flood Insurance Program.
8. Clean Air Act.
9. Federal Water Pollution Control Act.
10. National Environmental Policy Act.
11. Archaeological and Historic Preservation Act of 1974.
12. Civil Rights Act.
13. Implementation Policy for CDBG-funded facilities, adopted by the Board of Supervisors on May 3, 1976.
14. Procedures for construction contracts.
15. Labor Standard Administration and Enforcement HUD Handbook 6500.3.
16. Section 3 regulations of the Housing and Urban Development Act of 1968 (Title 24, CFR 135).

In the event that CITY's City Attorney is unable to review said contract(s) for compliance with the aforementioned regulations, CITY may allow County Counsel to review such contract(s) for compliance with said federal regulations and said contract(s) shall be deemed valid and binding as to the parties to the contract(s) upon certification of approval by County Counsel.

- E. If CITY's 1985-88 Project Lists involves the implementation of such capital improvements as a proposed neighborhood facility, senior center, fire station, etc., CITY shall adhere to the Implementation Policy for CDBG funded facilities adopted by the COUNTY Board of Supervisors on May 3, 1976.
- F. CITY may also enter into procurement contracts for professional services (consultant contracts) where necessary to complement the efficient and economic administration of the program, provided that contracts are submitted to and approved by HCD in advance of contracting or written waiver of this condition is obtained, as specified in Paragraph 4. The required procurement procedures are defined in Federal Management Circulars A-87 and A-102 Appendix O. Upon County Counsel or CITY Attorney's approval, the jurisdiction can proceed to negotiate to achieve final agreement, and execute a contract.
- G. CITY may also enter into construction contracts for the design and/or construction of CDBG funded facilities, provided that contracts are

submitted to and approved by HCD in advance of contracting, or written waiver of this condition is obtained, as specified in Paragraph 4. Procedures for CITY to follow, in bidding, awarding, and monitoring construction contracts, are covered in Attachments "C" and "D".

- H.
1. CITY shall be responsible for all aspects of the program or programs including, but not limited to, keeping and maintaining strict accountability of the total project funds received and expended pursuant to this agreement whether general, CDBG funds or other funds. Attachment "D" contains a construction contract, boilerplate, blank forms for use in complying with provisions of Attachment "C", and blank certified payroll, employee utilization, and employee interview forms.
  2. CITY will file with COUNTY a copy of its current Affirmative Action Plan as Attachment "E" to the executed copy of this contract. Attachment "D" contains a model Affirmative Action Plan for CITY's reference.
  3. CITY and COUNTY will maintain the confidentiality of the identity of individual citizen applicants and recipients of the Senior Home Repair Program and the Rehabilitation Home Loan Program.
  4. CITY shall comply with the requirements of and participate in the implementation of the citizen participation portion of the Community Development Plans. CITY may exercise an option to assume the responsibility for the administration of the Citizen Participation Program through the Council recommendation phase. CITY may elect to delegate all or part of said program administration to COUNTY personnel. COUNTY shall be responsible to monitor and to document compliance with the adopted Citizen Participation Plan and the Community Development Block Grant Regulations.
  5. COUNTY shall provide technical assistance in a timely and expeditious manner upon written request to the Director of HCD. The Director may, after consultation with CITY, determine whether or not to forward a specific request to the office of the Grantor; HUD Los Angeles.
- I.
1. During the performance of this contract, CITY agrees not to discriminate against any contractor or applicant for employment in performing work on the projects listed in Attachment "A", 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.

- J. The signatories of this agreement or their designees also agree to comply with Section 3 of the Housing and Urban Development Act of 1968, as it pertains to employment opportunities for businesses and lower income persons in connection with HUD-assisted projects.
- K. 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, or in the award of 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, and 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.

- L. CITY shall defend, indemnify and hold harmless COUNTY against any liability claims, losses, demands, and actions incurred by COUNTY as a result of determination by the United States Department of Housing and Urban Development that activities undertaken by CITY under the program or programs failed to comply with any laws, regulations or policies applicable thereto or that any funds expended by CITY under this agreement were improperly expended.
- M. COUNTY, HCD, the Department of Housing and Urban Development, the Comptroller General of the United States or any of their duly

authorized representatives shall have access to any books, documents papers and records of CITY or its contractors which are directly pertinent to a specific grant program for the purpose of making an audit and/or examination of the excerpts and transcriptions.

- N. COUNTY shall retain the right to withhold funds for any program or programs carried out by CITY or CITY's subcontractor if advance written notice to CITY indicating that COUNTY has determined in its sole discretion (which shall not, however, be unreasonably applied) 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 projects described in Attachments "A" and "B", upon written notice to CITY. Upon such notice, CITY agrees to cease all activity provided hereunder, as specified in said notice.

- O. Should CITY determine that the identification of the funding source or the responsible public officials be displayed in 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 grant first, the second largest dollar grant second, etc.

- P. Each party agrees to defend, indemnify, and save harmless the other party from any and all claims, losses and damages occurring or resulting from any negligent or wrongful act or omission of its officers, agents or employees in the performance of this contract.

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: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

APPROVED AS TO FORM

ALAN K. MARKS  
COUNTY COUNSEL

  
Deputy County Counsel

DATED: 9-9-85

RECOMMENDED AS TO CONTENT

\_\_\_\_\_  
County Administrative Officer

DATED: \_\_\_\_\_

"CITY"

CITY OF REDLANDS

BY: 

TITLE: Mayor of the City of Redlands

Dated: September 3, 1985

RECOMMENDED AS TO CONTENT

  
City Manager

DATED: September 3, 1985

PLN7/CITY/COUNTY AGMT  
7/8/85/bjj  
8/6/86/bjj

See Original agreement  
approved 8-14-84

AGREEMENT NO. 84 684

COOPERATION AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
FOR FISCAL YEARS 1985-86, 1986-87, 1987-88

COUNTY OF SAN BERNARDINO, of the State of California, hereinafter called COUNTY, and the CITY OF REDLANDS, a CITY within said COUNTY, hereinafter called CITY, mutually agree as follows:

1. GENERAL

The Housing and Community Development Act of 1974 (Public Law 93-383, hereinafter called ACT) as amended in 1983 provides that Block Grant funds may be used for essential community development and housing assistance activities.

COUNTY and CITY mutually desire to qualify COUNTY as an "Urban County" under the ACT; therefore, COUNTY and CITY hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

This agreement gives COUNTY authority to carry out activities which will be funded from annual Community Development Block Grants (hereinafter called CDBG) from Fiscal Years 1985, 1986, and 1987 appropriations.

2. TERMS

The term of this agreement shall be for not less than the period commencing on the effective date specified below and extending through the third program year covered by COUNTY'S Three Year 1985-88 participation in the CDBG program, unless an earlier date of termination is fixed by the Department