MINUTES OF THE BOARD OF STREETISORS OF SAN BERNARDINO COUNTY, JALIFORNIA

Inc. Cities-Redlands:

MAY 1, 1989

Agree. 89-236

FROM:

THOMAS R. LAURIN, Director

Department of Economic and Community Development

SUBJECT: AGREEMENT WITH UNITED WAY OF REDLANDS AREA, INC.

RECOMMENDATION: Approve agreement with United Way of Redlands Area, Inc., in the amount of \$22,179 to implement the East Valley Information and Referral Service for the Help On Call Program.

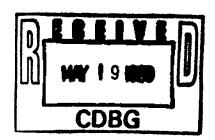
BACKGROUND INFORMATION: On May 11, 1988, the Board of Supervisors approved funding of the East Valley Information and Referral Service (Help On Call Program) as part of the 1988-89 Community Development Block Grant (CDBG) Funding Plan. This agreement contains the terms and conditions necessary to insure compliance with Federal regulations for the CDBG The agreement is for twelve months and will provide case management assistance to low-and moderate-income residents of the communities of Redlands, Yucaipa, Mentone, East Highland, Loma Linda, Bryn Mawr, Oak Glen and Forest Falls.

REASON FOR RECOMMENDATION: Board of Supervisors' approval of public service contracts is required.

REVIEW BY OTHER DEPARTMENTS: County Counsel 3/30/89 (Paul St.John); Risk Management 4/19/89 (Kathy Brill).

FINANCIAL DATA: This agreement obligates \$22,179 of CDBG funds and has no effect on the County General Fund.

PRESENTER: Thomas R. Laurin



cc: ECD-Tom Laurin w/agreement Contractor w/agreement c/o ECD

> City of Redlands w/agreement c/o ECD

Auditor w/agreement Risk Management

Purchasing-Contract Compliance

File w/agreement

Action of the Board of Supervisors

AGREEMENT NO. 89-236

APPROVED BOARD OF SUPERVISORS **COUNTY OF SAN BERNARDINO**

MOTION Second Aye Aye Aye Motion 2 1 5

MARTHA M. SCUDDER, CLERK OF THE BOARD

MAY 0 1 1989 DATED:

14-9507-000 Rev. 10/81

mll



	FOR CC	'TY USE OF	NLY		
County Department				Contract	Number
Economic and Co	lopment		89–236		
County Department Co.			Contract	or's License Number	
Thomas R. Laur:	h. Ext. 459 Fund No.	94 Job N	0,	Amount of Contract	
020	2230	155	111-	-14427	\$22,179.00
Project Name: Redlands United Information & I	complete t	has me he folk Estimat	ore than or owing: te:	ne payment or receipt, N/A N/A	

Contractor: United Way of Redlands Area, Inc.	
irth Date Federal ID No. or Social Security No	95-1716789
ontractor's Representative: Mr. Robert Baldwin, Executive Director	
ddress: 555 Cajon Street, Suite A, Redlands, CA 92373	Phone: (714) 793-2837

This Agreement provides for the disbursement of \$22,179 in Community Development Block Grant funds to be utilized in providing the East Valley Information and Referral Service (Help On Call) for low-and moderate-income residents of Redlands, Yucaipa, Mentone, Calimesa, East Highland, Loma Linda, Bryn Mawr, Oak Glen and Forest Falls.

CONTRACT

This Agreement is made and entered into this MAY 0 1 1989 day of _______, 19______, by and between the County of San Bernardino, hereinafter referred to as "COUNTY", the City of Redlands, hereinafter referred to as "CITY", and United Way of Redlands Area, Inc., a non-profit organization, hereinafter referred to as "OPERATING AGENCY".

WITNESSEIH

WHEREAS, COUNTY has entered into a contract with the United States of America through its Department of Housing and Urban Development (HUD) to execute the COUNTY'S Community Development Block Grant (CDBG) Program under the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT"; and,

WHEREAS, the San Bernardino County Department of Economic and Community Development hereinafter referred to as "ECD", is authorized to act on behalf of the County in administering the County's CDBG program; and,

WHEREAS, COUNTY and CITY have an interest in providing necessary services to and enhancement of the quality of life of its citizens; and,

WHEREAS, OPERATING AGENCY desires to participate in COUNTY'S CDBG program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide an East Valley Information and Referral Service (Help on Call) program for the benefit of low-and moderate-income families; and,

WHEREAS, COUNTY and CITY recognize the public benefit in providing such a program to low and moderate income persons;

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. SCOPE OF SERVICES.

OPERATING AGENCY shall provide assistance to low-and moderate-income walk-in and call-in clients to meet health and human care service needs through case management on an individual basis, develop a computer based information system which will identify and match said client needs with service providers, identify duplicative and excess services, and indicate the need for new programs and services as set forth in the project description, Exhibit 1 of 5 to this Agreement, a copy of which is attached hereto and incorporated herein by this reference.

2. TIME OF PERFORMANCE.

Said services of OPERATING AGENCY are to commence April 1, 1989 and shall be completed no later than March 31, 1990.

3. COMPENSATION AND METHOD OF PAYMENT.

For performance of such services, OPERATING AGENCY will be paid an amount of money not to exceed Twenty Two Thousand One Hundred Seventy Nine (\$22,179.00) dollars. Said payment shall constitute full and complete compensation for OPERATING AGENCY'S services under this Agreement. Said compensation will be paid by CITY out of CDBG funds received from the Federal Government through the COUNTY under the provisions of the ACT. For the purpose of this agreement, CITY shall disburse compensation and monitor OPERATING AGENCY'S performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of payments to OPERATING AGENCY shall be made by monthly reimbursements, contingent upon CITY receipt of a monthly summary statement for all previous months' expenditures which conform to the Budget Summary, attached hereto as Contract Exhibit(s) 2 of 5. Monthly expenditure reports shall be documented with "Audit Ready" supportive evidence of each expenditure and proof of payment, in accordance with HUD regulations. Reimbursement shall be limited to the total of approved properly documented expenditures.

OPERATING AGENCY must submit said monthly expenditure reports by the 5th calendar day of every calendar month regardless of expenditure amount. After receipt by CITY of each properly documented expenditure, CITY will draw a warrant in favor of OPERATING AGENCY for approved expenditure amount. CITY will, inturn, submit requests for reimbursement to COUNTY. All requests for reimbursement shall be supported by proper documentation of expenditures for service rendered, and shall not be accepted by COUNTY unless so supported.

4. BUDGET SECTION.

No more than the amounts specified in the Budget Summary, attached hereto as Contract Exhibit 2 of 5, may be spent for the separate cost categories specified in the Budget Summary without prior written approval of CITY and COUNTY. Contract Exhibits 3 of 5 and 4 of 5, Budget Justification Parts I and II, respectively, explain the basis of valuation for each cost category shown on the Budget Summary.

5. <u>USE OF FUNDS</u>.

Funds allocated pursuant to this Contract shall be used exclusively for costs included in OPERATING AGENCY'S program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

6. BUDGET MODIFICATIONS.

COUNTY Department of Economic and Community Development Director or his designee may grant budget modifications to this Contract for the movement of funds within the budget categories identified in Budget Section, Exhibit 2 of 5, when such modifications:

- a. Do not exceed \$10,000 per budget cost category;
- b. Are specifically requested by OPERATING AGENCY;
- c. Do not alter the amount of compensation with this Contract;
- d. Will not change the project goals or scope of services;
- e. Are in the best interests of COUNTY, CITY, and OPERATING AGENCY in performing the scope of services under this Contract; and
- f. Related to salaries, are in accordance with applicable salary ordinances or laws.

7. CHANGES IN GRANT ALLOCATION.

COUNTY reserves the right to reduce the grant allocation when COUNTY'S fiscal monitoring indicates that OPERATING AGENCY'S rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be done after consultation with CITY and OPERATING AGENCY. Such changes shall be incorporated into this Contract by written amendments.

8. <u>REVENUE DISCLOSURE REQUIREMENT.</u>

By its execution of this Contract, OPERATING AGENCY certifies that it has previously filed with the CITY and County Department of Economic and Community Development, a written statement listing all revenue received, or expected to be received, by OPERATING AGENCY from Federal, State, City or County sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by OPERATING AGENCY in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such project or business activity, the dollar amount of funding provided, or to be provided, by each and every agency to each such project or business activity, and the full name and address of each such agency. During the term of this Contract, OPERATING AGENCY shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in OPERATING AGENCY'S initial revenue disclosure statement Such statement shall be filed with the CITY and County Department of Economic and Community Development within fifteen (15) calendar days following receipt of such additional funding. AGENCY shall make available for inspection and audit to COUNTY'S representatives, upon request, at any time during the duration of this Contract and during a period of five (5) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through COUNTY. All such books and

records shall be maintained by OPERATING AGENCY at a location in San Bernardino County. Failure of OPERATING AGENCY to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which COUNTY may cancel, terminate, or suspend this Contract.

9. JOINT FUNDING

For programs in which there are sources of funds in addition to HUD CDBG funds, OPERATING AGENCY shall provide proof of such funding. COUNTY and CITY shall not pay for any services provided by OPERATING AGENCY which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

10. <u>INDEMNIFICATION AND INSURANCE REQUIREMENTS</u>.

OPERATING AGENCY agrees to indemnify, defend and hold harmless COUNTY, and CITY, their authorized agents, officer, volunteers and employees against any and all claims whatsoever arising from OPERATING AGENCY'S negligent acts or omissions and for any costs or expenses incurred by COUNTY, CITY, and OPERATING AGENCY on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting the indemnification, OPERATING AGENCY shall secure and maintain throughout the terms of the Contract the following types of insurance with limits as shown:

- Workers' Compensation - A program of worker's 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 OPERATING AGENCY and all risks to such persons under this Contract.

OPERATING AGENCY shall require the carriers of this coverage to waive all rights of subrogation against COUNTY and CITY, 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).

OPERATING AGENCY shall furnish certificates of insurance and certified copies of all policies and endorsements to ECD evidencing the insurance coverage above 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 ECD and CITY, and shall maintain such insurance from the time OPERATING AGENCY commences performance of services hereunder until the completion of such services. The Insurance Inventory form, Attachment B, shall be used to list these coverages and shall be submitted to COUNTY along with all certificates, policies and endorsements.

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

OPERATING AGENCY shall require the carriers of the above required coverages to waive all rights of subrogation against COUNTY, CITY, their officers, volunteers, employees, contractors and subcontractors.

All policies required above are to be primary and non-contributing with any insurance or self-insurance programs carried or administered by COUNTY or CITY.

11. PROGRAM INCOME

Program income represents gross income earned by OPERATING AGENCY as a result of the activity funded under the terms of this Contract. Such earnings shall be used first for eligible program activities, and credited towards the subsequent advancement, or shall be remitted to COUNTY.

12. FISCAL LIMITATIONS.

The United States of America through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, COUNTY reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. In the event of funding reduction, COUNTY may reduce the budget of this Contract as a whole or as to cost category, may limit the rate of OPERATING AGENCY'S authority to commit and spend funds, or may restrict OPERATING AGENCY'S use of both its uncommitted and its unspent funds. Where HUD has directed or requested COUNTY to implement a reduction in funding, in whole or as to cost category, with respect to funding for this Contract, COUNTY Department of Economic and Community Development may act for COUNTY in implementing and effecting such a reduction and in revising the Contract for such purpose. Where COUNTY had reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of OPERATING AGENCY, COUNTY may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to OPERATING AGENCY of his intention to so act, pending an audit or other resolution of such questions. event, however, shall any revision made by COUNTY affect expenditures and legally binding commitments made by OPERATING AGENCY before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal quidelines.

13. NONEXPENDABLE PROPERTY.

A record shall be maintained for each item of nonexpendable property acquired for this program with HUD CDBG funds. This record shall be provided to CITY and COUNTY upon request. Nonexpendable property shall include tangible personal property, including but not limited to office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the

sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of COUNTY and property must have prior approval of COUNTY and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, COUNTY reserves the right to determine the final disposition of said nonexpendable property acquired for this program with HUD CDBG funds, including funds derived therefrom. Said disposition may include COUNTY taking possession and title of said nonexpendable property. Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$300 or more per unit.

14. EXPENDABLE PERSONAL PROPERTY

Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All purchased expendable personal property with a unit value of \$300 or more per unit must have the prior written approval of the COUNTY Department of Economic and Community Development Director, or his designee.

15. PURCHASE OR LEASE OF NON-EXPENDABLE PROPERTY OR EQUIPMENT.

Upon approval by COUNTY, OPERATING AGENCY shall obtain three documented bids prior to purchasing or leasing any nonexpendable personal property or equipment over \$300 in unit value and having a life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by OPERATING AGENCY. This inventory shall be provided to COUNTY upon request.

16. ACQUISITION OF SUPPLIES AND EQUIPMENT.

OPERATING AGENCY may purchase from a related agency/organization only if:
(a) prior authorization is obtained in writing from COUNTY, (b) charges do not exceed the authorized amount and minimum written specifications are met,
(c) a community related benefit is derived from such OPERATING AGENCY related acquisition, and (d) no conflict of interest for private gain accrues to OPERATING AGENCY or its employees, agents or officers.

COUNTY reserves the right to disallow any purchase from any vendor of supplies, equipment, nonexpendable property or expendable property which is purchased in whole or in part with funds provided by this Contract.

OPERATING AGENCY may seek prior approval of COUNTY for any such expenditures, and prior approval which is granted shall be binding on COUNTY unless such expenditure violates federal law or regulations or is disallowed by HUD.

17. PURCHASE AND INVOICE DEADLINES.

Purchase of equipment or property must be completed before the last three (3) months of the initial performance period and all equipment bills are to be paid before the last two (2) months of this period. No expendable or nonexpendable property or equipment is to be purchased during the final three (3) months of the initial performance period. OPERATING AGENCY must complete all purchases of supplies before the last two (2) months of the

initial performance period and pay all supply bills before the final month of the initial performance period. Invoices for all obligations incurred under this Contract must be submitted to COUNTY'S Department of Economic and Community Development Fiscal Division within sixty (60) days after the initial performance period termination date or they may not be honored. Exceptions to the preceding limitations require prior written approval by COUNTY Department of Economic and Community Development.

18. TRAVEL AND CONFERENCE RESTRICTIONS

OPERATING AGENCY certifies and agrees that travel and conference expenses for persons other than employees of OPERATING AGENCY, will not be paid by funds provided through this Contract. No travel expenses for out-of-state travel shall be included in this Contract unless specifically listed in the Budget Summary, which is attached and incorporated herein. OPERATING AGENCY further agrees that any travel expense incurred by OPERATING AGENCY which is not listed in the Budget Summary shall not be paid by funds provided through this Contract unless prior written approval of the Director of COUNTY Department of Economic and Community Development has been obtained.

19. USE OF FUNDS FOR ENTERTAINMENT OR GIFTS.

OPERATING AGENCY certifies and agrees that it will not use funds provided through this Contract to pay for entertainment or gifts.

20. MONITORING.

COUNTY ECD Director or his designee and CITY will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of COUNTY, CITY and HUD shall have the right of access to all activities and facilities operated by OPERATING AGENCY under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract.

Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. OPERATING AGENCY will permit on-site inspection by CITY, COUNTY, and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgement of CITY, COUNTY and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

21. BENEFICIARY QUALIFICATION.

OPERATING AGENCY agrees to regulate the beneficiaries of the East Valley Information and Referral Service program identified in Section 1, Scope of Service, above, so that at least 51% of the clients served utilize the U.S. Department of Housing and Urban Development (HUD) Section 8 (of the United States Housing Act of 1937). Income Limits for the Riverside-San Bernardino PMSA, as the maximum family income defining low-and moderate- income

households. OPERATING AGENCY is responsible for obtaining from COUNTY the said current applicable HUD Section 8 Income Limits for each year of the Contract term identified in Section 2, Time of Performance. OPERATING AGENCY shall document the household income of clients using an "Income Qualification Statement", Attachment A, for each client served. OPERATING AGENCY shall retain these forms for three years after conclusion of this Contract.

22. PROGRAM REPORTING.

OPERATING AGENCY agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD or COUNTY directives. OPERATING AGENCY 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 Contract funds. All OPERATING AGENCY records, with the exception of confidential client information, shall be made available to representatives of County and the appropriate federal agencies. OPERATING AGENCY is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by COUNTY Director of ECD or his designee. By the fifth (5) of each month, OPERATING AGENCY shall include a reported.

23. ACCOUNTING.

OPERATING AGENCY must establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards.

24. AUDITS.

OPERATING AGENCY is required to arrange for an independent financial and compliance audit annually for each fiscal year federal funds are received under this Contract. An audit may also be conducted by Federal, State or responsibilities. The results of the independent audit must be submitted to as COUNTY within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, OPERATING AGENCY shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding 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 receipt of the audit report. 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 OPERATING AGENCY. OPERATING AGENCY'S staff will cooperate fully with authorized auditors when they conduct audits and examinations of indications of misappropriation misapplication of the funds of this Contract cause COUNTY to require a special audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should COUNTY subsequently determine that the special

29. AFFIRMATIVE ACTION.

OPERATING AGENCY shall make every effort to ensure that all projects funded wholly or in part by HUD CDBG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, OPERATING AGENCY shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

30. DISCRIMINATION.

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or other wise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

31. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES.

OPERATING AGENCY agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities.

32. CONFLICT OF INTEREST.

OPERATING AGENCY, its agents and employees shall comply with all applicable Federal, State and COUNTY laws and regulations governing conflict of interest. To this end, OPERATING AGENCY will make available to its agents and employees copies of all applicable Federal, State, and COUNTY laws and regulations governing conflict of interest.

OPERATING AGENCY shall furnish to COUNTY, prior to execution of this Contract, a written list of all current or proposed subgrantees/ subcontractors, vendors, or personal providers, service subsidiaries of OPERATING AGENCY. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of OPERATING AGENCY, which will receive \$10,000 or more during the term of the Contract. Such a list shall include the names, address, telephone numbers, and identification of principal party(ies) description of services to be provided. During the term of this Contract, OPERATING AGENCY shall notify COUNTY in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers subsidiaries of OPERATING AGENCY within fifteen (15) days of change.

33. HOLD HARMLESS.

OPERATING AGENCY shall indemnify and hold the COUNTY, CITY, and their officers, agents volunteers and employees, harmless from and against any loss, liability, claim, or damage that may arise or result from activities of OPERATING AGENCY, its officers, agents, volunteers and employees; and OPERATING AGENCY shall, at its own cost, expense and risk, defend any legal

proceedings that may be brought against County, City or their 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 OPERATING AGENCY, its officers, agents, and employees. OPERATING AGENCY shall assume liability for all and any direct expense incurred in providing services pursuant to this Contract 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. OPERATING AGENCY, however, is obligated to promptly notify COUNTY and CITY in writing the occurrence of any such loss of damage.

OPERATING AGENCY shall indemnify and hold harmless COUNTY and CITY against any liability, claims, losses, demands, and actions incurred by COUNTY and CITY as a result of the determination by the United States Department of Housing and Urban Development or its successor that activities undertaken by OPERATING AGENCY 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 OPERATING AGENCY under the Contract were improperly expended.

34. ATTORNEY'S FEES.

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

35. COMPLIANCE WITH LAWS.

All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 Code of Federal Regulations, Part 570 and Part 85, Chapter V; U.S. Office of Management and Budget Circulars A-87, A-110, and A-122.

36. AMENDMENTS: VARIATIONS.

This writing with attachments, embodies the whole of the Contract of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

37. NOTICES.

All notices shall be served in writing. The notices to agreeing parties shall be sent to the following address:

County of San Bernardino
Department of Economic
and Community Development
474 West Fifth Street
San Bernardino, CA 92415-0040

United Way of Redlands Area, Inc. 555 Cajon Street, Suite B Redlands, CA 92373

City of Redlands CDBG Administrator 30 Cajon Street P.O. Box 2090 Redlands, CA 92373

38. COUNTERPART EXECUTION.

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.

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

COUNTY OF SAN BERNARDINO CITY OF REDLANDS ADMINISTRATOR hairman, Board of Supervisors MAY 0 1 1989 4-10-89 Dated: Dated: Approved as to Content Dated: City Attorney UNITED WAY OF REDLANDS AREA, INC. Chairman, Board of Directors 4-6-89 Dated: 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 0 1 1989 Dated: APPROVED AS TO LEGAL FORM ALAN MARKS County Counsel 30, 1989

PLANNING/UWRED.AGT

3/23/89/pn

CONTRACT	EXHIBIT	1	of	5

COUNTY OF SAN BERNARDINO DEPARIMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:	<u>Case Number</u> : 111-14427
EAST VALLEY INFORMATION AND REFERRAL SERVICE	E (HELP ON CALL)
Name/Address of Contractor Agency:	Date of Issue:
UNITED WAY OF REDIANDS AREA, INC. 555 Cajon Street, Suite B	X_ Original:
Redlands, CA 92373	Amendment #

PROJECT/ACTIVITY DESCRIPTION

The East Valley Information and Referral Service (Help on Call) will connect low-and moderate-income people in need with the services they require. service will respond to both walk-in and call-in clients, and will seek to provide assistance until the client has received the full extent of available health and human care resources to which they are entitled. Case Management, on a limited basis, is one of the goals of this service. The information and referral manager will attempt to meet the comprehensive, rather than the immediate needs of low-and moderate-income clients. The service area of the East Valley Information and Referral Service includes the communities of Redlands, Yucaipa, Calimesa, Mentone, East Highland, Loma Linda, Bryn Mawr, Oak Glen and Forest Falls.

Projected service goals for walk-in and call-in clients for the first year are summarized below.

WALK-IN CLIENIS SERVICE GOALS -- YEAR 1

	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
Est. Client County (by case) (Unduplicated)	10	15	20	25	28	31	35	38	40	42	45	50
,			_	HONE-I		ENTS	. 1					

SERVICE GOALS -- YEAR 1

	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
Est. Count of phone clients** (by case) (Unduplicated)	40	45	48	52	58	66	70	75	80	80	80	80

Clients telephoning the service will be urged to come in to the office physically for assistance. It is expected that the number of phone referrals not needing to come into the office will "max out" at about 80 per month after 3 quarters of service. Clients presenting "global" difficulties (that can not be answered simply over the phone) will be given priority attention.

A second purpose of the East Valley Information and Referral Service will be the establishment of a computer database which will include both client and service provider information. The information and referral manager will keep records on each request for assistance and assistance provided. The database will provide information to the United Way of Redlands to assist in determining funding priorities, identifying the need for new programs and services as well as unnecessary duplications or excess of services. Information developed from the database will be shared with other information and referral services in the County and the County

Projected goals of the computer database development are summarized below.

UNITED WAY OF REDLANDS AREA
EAST VALLEY INFORMATION & REFERRAL SERVICE
(HELP ON CALL)

COMPUTER/DATABASE -- SPECIFICATIONS

T. HARDWARE:

An IBM PC/AT 286 or 286-Clone will be purchased by United Way of Redlands Area in time for the system to be on-line by April, 1989. Peripherals will include a modem for use in communications between the Information & Referral office and the United Way of Redlands Area office, as well as the Mt. Baldy United Way Information & Referral service (located in Ontario) and the Riverside HelpLine office. A 40 Mb hard-disk is sufficient for maintenance of the database. A tape backup unit and a 240 cps dot matrix printer will also be provided.

II. SOFTWARE:

Two systems of software are currently being considered. Active Software, a private company based in Minnesota, manufactures a software targeted specifically for the maintenance of Information & Referral Software is currently under review by the United Way computer search committee. United Way, Inc., a.k.a. United Way of Los Angeles, is developing its own Information & Referral software that we are also reviewing. The Active software is currently being used by United Way of San Diego County and Santa Clara United Way. The systems are quite similar — cost and convenience of use will be the deciding factor. The Los Angeles software may be provided to us free of charge if we network with their system (through Mt. Baldy United Way in Ontario).

III. GOALS OF THE DATABASE:

- A. A service provider index will be established from manual record transference during the first month of service. The database will be oriented toward category of service, rather than by agency name.
- B. A client-oriented database will be established beginning in the first month of service. Data maintained will include:
 - 1. Age and sex information
 - 2. Needs presented

3. Location of residence (by census tract). If no permanent residence (i.e. homeless), this will also be noted.

4. Ethnic origin

- 5. Economic data (income level, source of income -- AFDC, employed, etc.)
- Composition of family (single-parent household, 2-parent household, etc.)
- 7. Additional data -- miscellaneous

C. Reporting goals:

- 1. Status reports delineating frequency of needs presented will be prepared beginning in the third month of service.
- 2. Reports will include:
 - a. Number of clients (by case, unduplicated).
 - b. Area of residence (by census tract).
 - c. Needs presented/frequency of needs.
 - d. Number of cases closed (successful completion).
 - e. Number of cases open (continuing need/need not able to be met).
 - f. Client count indexed by family income level.
 - g. Participation of service providers (frequency of specific providers meeting specific needs).
- D. Additional informational goals (determinations beginning in 6th month):
 - 1. Determination of unmet needs/requested services not provided by local agencies.
 - 2. Determination of unnecessary duplication of services (i.e., more than one agency providing a similar service -- "overage" of specific service provision).
 - 3. Distribution of database information to a network of local agencies for use in their planning and operations processes.

CONTRACT FAMILIE Z. OL D	CONTRACT	EXHIBIT	2	of	5
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COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Pro	ject/Activity Title:		Case Number: 111-1442	27
EAS	T VALLEY INFORMATION AND	REFERRAL SERVI	CE (HELP ON CALL)	
Nam	e/Address of Contractor	Agency:	Date of Issue:	A CONTRACTOR OF THE CONTRACTOR
	TED WAY OF REDIAN DS AREA Cajon Street, Suite B	A, INC.	<u>X</u> Original:	
	lands, CA 92373		Amendment	#
		BUDGET SU	IMMARY	
	COST CATEGORY	CDBG SHARE \$	OTHER SOURCES \$*	TOTAL \$
1)	Personnel: a) Wages b) Fringe Benefits	16,016 2,943	-0- -0-	16,016 2,943
2)	Consultant/Contract Services:	_0_	<u>-0-</u>	-0-
<u>3)</u>	Travel:	600	_0_	600
<u>4)</u>	Space Rental:	<u>600</u>	_0_	600
<u>5)</u>	Consumable Supplies:	300	<u>-0-</u>	300
6)	Rental, Lease or Purchase of Equipment:	1,020	1,500	2, 520
<u>7)</u>	Insurance:	-0-	0	_0_
8)	Other:	700	-0-	700
	TOTALS	\$22,179	\$1,500	23, 679

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^{*}If costs are to be shared by other sources of funding, including CDBG funds from other jurisdictions, identify the source of funding, grantor/lending agency, and cost category information.

^{*} Cost of Information and Referral computer software to be borne by United Way of Redlands Area. In addition, some publicity materials may be solicited from businesses or individuals through the United Way office.

[@] All insurance needs are covered by United Way of Redlands Area's current insurance policies.

CONTRACT	EXHIBIT	3	of	5

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/	Activity Title:	Case Number: 111-1442	27						
EAST VALLEY INFORMATION AND REFERRAL SERVICE (HELP ON CALL)									
Name/Address of Contractor Agency: Date of Issue:									
	AY OF REDLANDS AREA, INC	. X_Original:							
	n Street, Suite B , CA 92373	Amendment	#						
HUDGET JUSTIFICATION - PART I (SERVICES/SUPPLIES)									
DESCRIPT	ION OF ITEM(S) AND BASIS	FOR VALUATION VALUE	E IN \$						
Budget 1 Item #:	ine								
#3	TRAVEL:	Transportation of clients, meetings, visits to agencies at a cost of \$50/mo.	\$	600					
#4	SPACE RENTAL:	Family Service Association of Redlands, 462 W. Colton Avenue, Redlands @ \$50.00/mo.	\$	600					
		Annual phone service	\$	620					
#5	CONSUMER SUPPLIES:	Paper, report forms, office supplies, etc at a cost of \$25/mo.	\$	300					
#6	PURCHASE OF EQUIPMENT:	IBM PA/AT 286 or 286-Clone	\$1	,900					
#7	INSURANCE:	Liability (covered by United Way policies).	\$	-0-					
#8	OTHER:	Publicity - printing of flyers, etc.	\$	700					

NOTE: Any budget line item(s) other than salaries and fringe benefits should be detailed above.

PLANNING/UWRED.AGT 3/20/89/bjj

CONTRACT EXHIBIT 4	of 5
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COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Pro	ject/Activity Ti	tle:		<u>Case Nu</u>	mber: 111-14	427
EAS	r valley informa	TION AND R	EFERRAL SERV	/ICE (HELP	ON CALL)	
Nam	e/Address of Con	ntractor Ac	ency:	<u>Da</u>	te of Issue:	
	TED WAY OF REDLA Cajon Street, S		INC.		XOriginal	•
	lands, CA 92373			Advellablement	Amendmen	t #
		BUDGET JUS	TIFICATION -	- PART II	(PERSONNEL)	
<u>A)</u>	WAGES:					
	POSITION/TITLE		JAL HOURLY (SALARY)	# HOURS PER WEEK		
	Information & Referral Manage		7.70	40	12	<u>\$16,016</u>

*****						4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
					Subtotal:	\$16,016
B)	FRINGE BENEFITS					
	TYPE OF COSTS	PEI	CENT OF SAL	ARY/CALCULA	ATIONS	YEARLY COST \$
	FICA	[7.51]	7.51% x \$	16,000		\$ 1,202
	SDI	[.91]	.90% x \$	16,000		144
	SUI	[1.30]	1.30% x \$			90
	WORKMANS COMP					 192
***************************************	+ ;	:)v @1166		_		\$ 1,315
		ing has been also as the second and			Subtotal:	\$ 2,943
***************************************) /36 - L 1 - L			
	TOTAL COST OF I		,	ne same as	budget mile	\$18,959

PLANNING/UWRED.AGT 3/20/89/bjj

COUNTY OF SAN BERNARDINO DEPARIMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT					
Project/Activity Title:	<u>Case Number</u> : 111-14427				
EAST VALLEY INFORMATION AND REFERRAL SERVICE (HELP ON CALL)					
Name/Address of Contractor Agency:	Date of Issue:				
UNITED WAY OF REDLANDS AREA, INC.	<u>X</u> Original:				
555 Cajon Street, Suite B Redlands, CA 92373	Amendment #				

CONTRACT EXHIBIT _5 of _5

SCHEDULE OF PAYMENTS

All payments to be made on a monthly Request For Reimbursement basis. Monthly Expenditure Reports and Request For Reimbursement are due to the City of Redlands the 5th calendar day of each month the contract is in force.

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND

UNITED WAY OF REDLANDS AREA, INC.

INCOME QUALIFICATION STATEMENT

The income limit is based on the total gross annual income of all household members from <u>all</u> sources of income. A household may be a group of related or unrelated individuals occupying the same house and at least one member is the homwowner. Renters, roomers or borders cannot be included as household members.

	1988 ANNUAL GROSS INCOME LIMIT										
NO MORE 1 2 3 4 5 6 7 8+ THAN: \$18,050 \$20,600 \$23,150 \$25,750 \$27,350 \$28,950 \$30,600 \$32,200											
NO 1	MORE	1	2	3		4	<u>5</u>	6	<u> </u>	8+	
THA	N:	\$18,050	\$20,600	\$23,1	.50 \$	25,750	\$27,350	\$28,950	\$30,600	\$32,2	200
			of perso								
2)			annual q e amount					old YES /	NO		
3)	3) Number of persons handicapped or disabled:										
4)	4) Number of persons 60 years of age or more:										
5)	5) Do you identify your household as:										
	Whit	ce Bl	ack H	Hispanio		Americ	an India	n Asian	Othe	r	
				<u>ACKNOWI</u>	LEDGEM	IENT AN	D DISCLA	IMER			
	ERTI TRUI		PERJURY	TAHT	NCOME	AND H	OUSEHOLD	STATEMENTS	MADE ON	THIS	FORM
MAM	E:			generalista de la companya de la co	ag agamada ni kanga gaganya a sa			DATE:	······································		skilyanniladidalami
ADD	RESS:	the state of the s				***************************************		PHONE NO.			
SIG	NATUI	Æ:	e naga ng nagang angan k a lipaganganga dangan dikanband								ontaining to the second

PLANNING/UWRED.AGT 3/20/89/bjj

ATTACHMENT B

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:	<u>Case Number</u> : 111-14427				
EAST VALLEY INFORMATION AND REFERRAL SERV	CE (HELP ON CALL)				
Name/Address of Contractor Agency:	Date of Issue:X_ Original:Amendment #				
UNITED WAY OF REDIANDS AREA, INC. 555 Cajon Street, Suite B Redlands, CA 92373					
INSURANCE	INVENTORY	Appendix in the Additional Assessment of the			
PRIMARY INSURANCE POLICY					
Name of Contractor's Insurance Company					
Effective	Dates	of			
Policy					
	Per Occurrence Policy /	/			
Limits of Liability					
Deductibles:					
Per Occurrence					
Annual Aggregate		•			
Additional Insured Endorsement Attached	Yes No				
Certified Copy of Policy Attached	Yes No				
Certificate of Insurance Attached	Yes No				
EXCESS/UMBRELLA POLICY					
Name of Contractor's Incurance Company					
Effective Dates					
Limits of Liability					
Underlying Coverage limits					
Name of Underlying Company					
Additional Insured Endorsement Attached	Yes No				
Certified Policy (copy of) Attached	Yes No				
Certificate of Insurance Attached	Yes No				

Form Approved OM8 No. 2506-0062

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM				NAME OF GRANTEE			Page of Pages			
GRANTEE PERFORMANCE REPORT DIRECT BENEFIT ACTIVITIES				GRANT NUMBER			PERIOD COVERED to			
		TOTAL	PERC	ENT OF TOTA	L NUMBER O	F HOUSEHOL	DS/PERSONS /	SSISTED (Col		₹E:
ACTIVITY NUMBER	ACTIVITY NAME	NUMBER OF HOUSEHOLDS/ PERSONS ASSISTED	LOW AND MODERATE- INCOME	LOW	WHITE NOT HISPANIC ORIGIN	BLACK NOT HISPANIC ORIGIN	AMERICAN INDIAN OR ALASKAN NATIVE	HISPANIC	ASIAN OR PACIFIC ISLANDER	FEMALE HEADED HOUSE- HOLD
(a)	(6)	(c)	(d)	(+)	(1)	(g)	(h)	· (i)	(j)	(k)
111- 14427	UNITED WAY OF REDLANDS AREA EAST VALLEY INFORMATION AND REFERRAL SERVICE									
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							Account of the charge of the c			· Condition representation and a major and

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

474 West Fifth Street • San Bernardino, CA 92415-0040 • (714) 387-4573



COUNTY OF SAN BERNARDINO ENVIRONMENTAL PUBLIC WORKS AGENCY

THOMAS R. LAURIN Director

April 9, 1990

Ms. Sondra K. Morison Associate Planner/CDBG Administrator City of Redlands 30 Cajon Street P.O. Box 2090 Redlands, CA 92373

RE: UNITED WAY CONTRACT, ECD CASE #111-14427/714

Dear Ms. Morison:

Attached is the City's copy of the executed contract between the County, City of Redlands and the United Way of Redlands Area, Inc. for continued implementation of the "Help On Call" program.

If you have any questions, please contact me at (714) 387-4583 or Dick Heinsohn at (714) 987-4580.

Sincerely,

ENVIRONMENTAL PUBLIC WORKS AGENCY
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

THOMAS R. LAURIN, Director

DOUGLAS PAYNE

ECD Division Chief

DP:DH:bjj

12 13 1990

MINUTES OF THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, CALIFORNIA

Inc. Cities-Redlands;

Agreements 89-236

and 90-320

APRIL 2, 1990

FROM:

ECD:

THOMAS R. LAURIN, Director

Department of Economic and Community Development

SUBJECT: AGREEMENT WITH UNITED WAY OF REDLANDS AREA, INC.

RECOMMENDATION: Approve agreement with United Way of Redlands Area, Inc., in the amount of \$46,033.69 to continue implementation of the East Valley Information and Referral Service for the Help On Call Program.

BAKCGROUND INFORMATION: On May 8, 1989, the Board of Supervisors approved second year funding of the East Valley Information and Referral Service (Help On Call Program) as part of the 1989-90 Community Development Block Grant (CDBG) funding plan. This agreement supercedes Contract 89-236 dated May 1, 1989, and contains the terms and conditions necessary to insure compliance with Federal regulations for the CDBG program. The agreement is for seventeen months and will provide case management assistance to low-and moderate-income residents of the communities of Redlands, Yucaipa, Mentone, East Highland, Highland, Loma Linda, Bryn Mawr, Oak Glen and Forest Falls.

REASON FOR RECOMMENDATION: Board of Supervisors' approval of public service contracts is required.

REVIEW BY OTHERS: The agreement was approved by County Counsel on 12/13/89 (Paul St.John); and by Risk Management on 12/11/89 (Kathy Brill).

FINANCIAL DATA: This agreement obligates \$46,033.69 of CDBG funds and has no effect on the County General Fund.

PRESENTER: Thomas R. Laurin

cc: ECD-Tom Laurin w/agreement
United Way of Redlands Area,
Inc. w/agreement c/o ECD
City of Redlands w/agreement
c/o ECD
Auditor w/agreement
Purchasing-Contract Compliance
Risk Management
EPWA
File w/agreement

Action of the Board of Supervisors

AGREEMENT NO. 90-320

APPROVED BOARDIOF SUPERVISORS

COUNTY OF SURERINARDINO

MOTION Second Motion Aye Aye Absent

EARLENE SPROAT, CLERK THE BOARD

BY

DATED: APR 19 1990

ITEM_22

14-9507-000 Rev. 10/81



FOR COUNTY USE ONLY							
County Department					Contract Number		
ECONOMIC & COMMUNITY DEVELOPMENT				90-320			
County Department Contract Representative				Contractor's License Number			
THOMAS R. LAURIN, Director _{Ph.Ext.} 4594							
Budget Unit No.	Sub-Object No.	Fund No.	Fund No. Job No. Amount of Contr				
020	2010	155	155 111-14427 \$46,033.69				
Project Name: REDLANDS UNIT	If contract has more than one payment or receipt complete the following: Payments Estimate: N/A Approximate Amount Each: N/A						

	SERVICE				
Contractor:UNITED WAY OF R	EDLANDS AREA, INC.				
Birth Date	Federal ID No. or Social Security No	95-1716789			
Contractor's Representative: MR.	ROBERT BALDWIN, EXECUTIVE DIRECT	OR			
Address: 555 CAJON STREET, SU	ITE "A", REDLANDS, CA 92373	Phone: _(714) 793-2837_			
Nature of Contract: (Briefly describe	the general terms of the contract.)				
disbursement of \$46,033.69 in implementing the East Vall	eement 89-236, dated May 1, 1989 Community Development Block Gran ey Information and Referral Servi dents of Redlands, Yucaipa, Mento en and Forest Falls.	nt funds to be utilized ice (Help-on-Call) for			
(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)					
proved as to Legal Form	Reviewed as to Affirmative Action	Reviewed for Processing			
Tail It has	>	•			
unty Counsel		Agency Administrator/CAO			
^ / /					

CONTRACT

This Agreement is made and entered into this APR 0 2 1990 day of ________, 19________, by and between the County of San Bernardino, hereinafter referred to as "COUNTY", the City of Redlands, hereinafter referred to as "CITY", and United Way of Redlands Area, Inc., a non-profit organization, hereinafter referred to as "OPERATING AGENCY".

WITNESSETH

WHEREAS, COUNTY has entered into a contract with the United States of America through its Department of Housing and Urban Development (HUD) to execute the COUNTY'S Community Development Block Grant (CDBG) Program under the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT"; and,

WHEREAS, the San Bernardino County Department of Economic and Community Development hereinafter referred to as "ECD", is authorized to act on behalf of the County in administering the County's CDBG program; and,

WHEREAS, COUNTY and CITY have an interest in providing necessary services to and enhancement of the quality of life of its citizens; and,

WHEREAS, OPERATING AGENCY desires to participate in COUNTY'S CDBG program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide an East Valley Information and Referral Service (Help on Call) program for the benefit of low-and moderate-income families; and,

WHEREAS, COUNTY and CITY recognize the public benefit in providing such a program to low and moderate income persons; and

WHEREAS, COUNTY, CITY and OPERATING AGENCY now desire to supercede the Agreement, Contract 89-236;

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. SCOPE OF SERVICES.

OPERATING AGENCY shall provide assistance to low-and moderate-income walk-in and call-in clients to meet health and human care service needs through case management on an individual basis, develop a computer based information system which will identify and match said client needs with service providers, identify duplicative and excess services, and indicate the need for new programs and services as set forth in the project description, Exhibit 1 of 5 to this Agreement, a copy of which is attached hereto and incorporated herein by this reference.

2. TIME OF PERFORMANCE.

Said services of OPERATING AGENCY are to commence October 1, 1989 and shall be completed no later than February 28, 1991.

3. COMPENSATION AND METHOD OF PAYMENT.

For performance of such services, OPERATING AGENCY will be paid an amount of money not to exceed Forty Six Thousand, Thirty Three and 69/100 (\$46,033.69) dollars. Said payment shall constitute full and complete compensation for OPERATING AGENCY'S services under this Agreement. Said compensation will be paid by CITY out of CDBG funds received from the Federal Government through the COUNTY under the provisions of the ACT. For the purpose of this agreement, CITY shall disburse compensation and monitor OPERATING AGENCY'S performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of payments to OPERATING AGENCY shall be made by monthly reimbursements, contingent upon CITY receipt of a monthly summary statement for all previous months' expenditures which conform to the Budget Summary, attached hereto as Contract Exhibit(s) 2 of 5. Monthly expenditure reports shall be documented with "Audit Ready" supportive evidence of each expenditure and proof of payment, in accordance with HUD regulations. Reimbursement shall be limited to the total of approved properly documented expenditures.

OPERATING AGENCY must submit said monthly expenditure reports by the 5th calendar day of every calendar month regardless of expenditure amount. After receipt by CITY of each properly documented expenditure, CITY will draw a warrant in favor of OPERATING AGENCY for approved expenditure amount. CITY will, in turn, submit requests for reimbursement to COUNTY. All requests for reimbursement shall be supported by proper documentation of expenditures for service rendered, and shall not be accepted by COUNTY unless so supported.

4. BUDGET SECTION.

No more than the amounts specified in the Budget Summary, attached hereto as Contract Exhibit 2 of 5, may be spent for the separate cost categories specified in the Budget Summary without prior written approval of CITY and COUNTY. Contract Exhibits 3 of 5 and 4 of 5, Budget Justification Parts I and II, respectively, explain the basis of valuation for each cost category shown on the Budget Summary.

5. USE OF FUNDS.

Funds allocated pursuant to this Contract shall be used exclusively for costs included in OPERATING AGENCY'S program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

6. BUDGET MODIFICATIONS.

COUNTY Department of Economic and Community Development Director or his designee may grant budget modifications to this Contract for the movement of funds within the budget categories identified in Budget Section, Exhibit 2 of 5, when such modifications:

- a. Do not exceed \$10,000 per budget cost category;
- b. Are specifically requested by OPERATING AGENCY;
- Do not alter the amount of compensation with this Contract;
- d. Will not change the project goals or scope of services;
- e. Are in the best interests of COUNTY, CITY, and OPERATING AGENCY in performing the scope of services under this Contract; and
- f. Related to salaries, are in accordance with applicable salary ordinances or laws.

7. CHANGES IN GRANT ALLOCATION.

COUNTY reserves the right to reduce the grant allocation when COUNTY'S fiscal monitoring indicates that OPERATING AGENCY'S rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be done after consultation with CITY and OPERATING AGENCY. Such changes shall be incorporated into this Contract by written amendments.

8. REVENUE DISCLOSURE REQUIREMENT.

By its execution of this Contract, OPERATING AGENCY certifies that it has previously filed with the CITY and County Department of Economic and Community Development, a written statement listing all revenue received, or expected to be received, by OPERATING AGENCY from Federal, State, City or County sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by OPERATING AGENCY in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such project or business activity, the dollar amount of funding provided, or to be provided, by each and every agency to each such project or business activity, and the full name and address of each such agency. During the term of this Contract, OPERATING AGENCY shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in OPERATING AGENCY'S initial revenue disclosure statement Such statement shall be filed with the CITY and County hereunder. Department of Economic and Community Development within fifteen (15) calendar days following receipt of such additional funding. AGENCY shall make available for inspection and audit to COUNTY'S representatives, upon request, at any time during the duration of this Contract and during a period of five (5) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through COUNTY. All such books and records shall be maintained by OPERATING AGENCY at a location in San Bernardino County. Failure of OPERATING AGENCY to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which COUNTY may cancel, terminate, or suspend this Contract.

9. JOINT FUNDING

For programs in which there are sources of funds in addition to HUD CDBG funds, OPERATING AGENCY shall provide proof of such funding. COUNTY and CITY shall not pay for any services provided by OPERATING AGENCY which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

10. INDEMNIFICATION AND INSURANCE REQUIREMENTS.

OPERATING AGENCY agrees to indemnify, defend and hold harmless ECD, COUNTY, and their authorized agents, officers, volunteers and employees against any and all claims arising from OPERATING AGENCY'S acts or omissions and for any costs or expenses incurred by ECD, COUNTY or OPERATING AGENCY on account of any claim therefore.

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, OPERATING AGENCY shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

- Workers' Compensation A program of worker's 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 OPERATING AGENCY and all risks to such persons under this Contract.
- Comprehensive General and Automobile Liability Insurance This coverage shall 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).

OPERATING AGENCY shall immediately furnish certificates of insurance and within 60 days provide certified copies of all policies and endorsements to ECD evidencing the insurance coverage above 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 ECD, and shall maintain such insurance from the time OPERATING AGENCY commences performance of services hereunder until the completion of such services.

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

OPERATING AGENCY shall require the carriers of the above required coverages to waive all rights of subrogation against ECD, COUNTY, and their officers, volunteers, employees, contractors and subcontractors.

All policies required above are to be primary and non-contributing with any insurance or self-insurance programs carried or administered by COUNTY.

11. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by OPERATING AGENCY as a result of the activity funded under the terms of this Contract. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. OPERATING AGENCY shall retain the use of program income by returning program income to COUNTY and requesting project budget increases for activities authorized under this Contract. Program income shall be returned to COUNTY within thirty (30) days after: a) disposition or sale of real or personal property occurs or; b) cumulative program income reaches increments of one thousand dollars (\$1,000); or c) the end of each fiscal year. OPERATING AGENCY shall include the reports required by Section 22, Program Reporting, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by COUNTY to OPERATING AGENCY shall be spent by OPERATING AGENCY on only those costs authorized under this Contract. All provisions of this Contract shall apply to said use of program income funds. OPERATING AGENCY shall account for the receipt and use of program income in such a way that program income is spent on authorized activities before additional CDBG funds are spent.

Any program income on-hand when this Contract expires or is received after such expiration, shall be paid to COUNTY.

12. FISCAL LIMITATIONS.

The United States of America through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, COUNTY reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. In the event of funding reduction, COUNTY may reduce the budget of this Contract as a whole or as to cost category, may limit the rate of OPERATING AGENCY'S authority to commit and spend funds, or may restrict OPERATING AGENCY'S use of both its uncommitted and its unspent funds. Where HUD has directed or requested COUNTY to implement a reduction in funding, in whole or as to cost category, with respect to funding for this Contract, COUNTY Department of Economic and Community Development may act for COUNTY in implementing and

16. ACQUISITION OF SUPPLIES AND EQUIPMENT.

OPERATING AGENCY may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from COUNTY, (b) charges do not exceed the authorized amount and minimum written specifications are met, (c) a community related benefit is derived from such OPERATING AGENCY related acquisition, and (d) no conflict of interest for private gain accrues to OPERATING AGENCY or its employees, agents or officers.

COUNTY reserves the right to disallow any purchase from any vendor of supplies, equipment, nonexpendable property or expendable property which is purchased in whole or in part with funds provided by this Contract. OPERATING AGENCY may seek prior approval of COUNTY for any such expenditures, and prior approval which is granted shall be binding on COUNTY unless such expenditure violates federal law or regulations or is disallowed by HUD.

17. PURCHASE AND INVOICE DEADLINES.

Purchase of equipment or property must be completed before the last three (3) months of the initial performance period and all equipment bills are to be paid before the last two (2) months of this period. No expendable or nonexpendable property or equipment is to be purchased during the final three (3) months of the initial performance period. OPERATING AGENCY must complete all purchases of supplies before the last two (2) months of the initial performance period and pay all supply bills before the final month of the initial performance period. Invoices for all obligations incurred under this Contract must be submitted to COUNTY'S Department of Economic and Community Development Fiscal Division within sixty (60) days after the initial performance period termination date or they may not be honored. Exceptions to the preceding limitations require prior written approval by COUNTY Department of Economic and Community Development.

18. TRAVEL AND CONFERENCE RESTRICTIONS

OPERATING AGENCY certifies and agrees that travel and conference expenses for persons other than employees of OPERATING AGENCY, will not be paid by funds provided through this Contract. No travel expenses for out-of-state travel shall be included in this Contract unless specifically listed in the Budget Summary, which is attached and incorporated herein. OPERATING AGENCY further agrees that any travel expense incurred by OPERATING AGENCY which is not listed in the Budget Summary shall not be paid by funds provided through this Contract unless prior written approval of the Director of COUNTY Department of Economic and Community Development has been obtained.

19. USE OF FUNDS FOR ENTERTAINMENT OR GIFTS.

OPERATING AGENCY certifies and agrees that it will not use funds provided through this Contract to pay for entertainment or gifts.

20. MONITORING.

COUNTY ECD Director or his designee and CITY will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved,

effectiveness of program management, and impact of the program. Authorized representatives of COUNTY, CITY and HUD shall have the right of access to all activities and facilities operated by OPERATING AGENCY under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract.

Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. OPERATING AGENCY will permit on-site inspection by CITY, COUNTY, and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgement of CITY, COUNTY and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

21. BENEFICIARY QUALIFICATION.

OPERATING AGENCY agrees to regulate the beneficiaries of the East Valley Information and Referral Service program identified in Section 1, Scope of Service, above, so that at least 51% of the clients served utilize the U.S. Department of Housing and Urban Development (HUD) Section 8 (of the United States Housing Act of 1937). Income Limits for the Riverside-San Bernardino PMSA, as the maximum family income defining low-and moderate- income households. OPERATING AGENCY is responsible for obtaining from COUNTY the said current applicable HUD Section 8 Income Limits for each year of the Contract term identified in Section 2, Time of Performance. OPERATING AGENCY shall document the household income of clients using an "Income Qualification Statement", Attachment A, for each client served. OPERATING AGENCY shall retain these forms for three years after conclusion of this Contract.

22. PROGRAM REPORTING.

OPERATING AGENCY agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD or COUNTY directives. OPERATING AGENCY 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 Contract funds. All OPERATING AGENCY records, with the exception of confidential client information, shall be made available to representatives of County and the appropriate federal agencies. OPERATING AGENCY is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by COUNTY Director of ECD or his designee. By the fifth (5) of each month, OPERATING AGENCY shall include a completed Direct Benefit Activities form, Attachment C, for the month being reported.

23. ACCOUNTING.

OPERATING AGENCY must establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards.

24. AUDITS.

OPERATING AGENCY is required to arrange for an independent financial and compliance audit annually for each fiscal year federal funds are received An audit may also be conducted by Federal, State or under this Contract. of the COUNTY'S as part agencies local funding source responsibilities. The results of the independent audit must be submitted to COUNTY within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, OPERATING AGENCY shall provide a written response to all conditions of findings reported in said audit report. response must examine each condition or finding reported in said audit 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 receipt of the audit report. 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 OPERATING AGENCY. OPERATING AGENCY'S staff will cooperate fully with authorized auditors when they conduct audits and examinations of indications Ιf of misappropriation AGENCY'S program. misapplication of the funds of this Contract cause COUNTY to require a special audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should COUNTY subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Should the special audit confirm misappropriation or Contract budget. misapplication of funds, OPERATING AGENCY shall reimburse COUNTY the amount In the event COUNTY uses the of misappropriation or misapplication. judicial system to recover misappropriation or misapplied funds, OPERATING AGENCY shall reimburse COUNTY legal fees and court costs in addition to awards.

25. ASSIGNMENT.

This Contract is not assignable by OPERATING AGENCY without the express written consent of CITY. Any attempt by OPERATING AGENCY to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of the Contract.

26. TERMINATION AND TERMINATION COSTS.

This Contract may be terminated in whole or in part at any time by either party upon giving their (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of Federal Regulations at 24 CFR Part 85.44, Termination for Convenience. COUNTY Department of Economic and Community Development is hereby empowered to give said notice subject to ratification by the COUNTY Board of Supervisors.

COUNTY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in HUD CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If OPERATING AGENCY materially fails to comply with any term of this Contract,

COUNTY may take one or more of the actions provided under Federal Regulation at 24 CFR Part 85.43, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available. In such event, OPERATING AGENCY shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

27. REVERSION OF ASSETS

Upon Contract termination OPERATING AGENCY shall transfer to COUNTY all CDBG funds on-hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

All real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 under this Contract must continue in the use that provides the service benefits and national objectives for which it was funded until five years after expiration of this Contract, or such longer period of time as determined by COUNTY; or it must be disposed of in a manner resulting in a reimbursement to COUNTY in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

28. TIME OF PERFORMANCE MODIFICATIONS.

COUNTY Department of Economic and Community Development Director may grant time of performance modifications to this Contract when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by OPERATING AGENCY;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of CITY, COUNTY and OPERATING AGENCY in performing the scope of services under this Contract; and
- e. Do not alter the mount of compensation under this Contract.

29. INDEPENDENT CONTRACTOR.

All parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

30. AFFIRMATIVE ACTION.

OPERATING AGENCY shall make every effort to ensure that all projects funded wholly or in part by HUD CDBG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, OPERATING AGENCY shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

31. DISCRIMINATION.

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or other wise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

32. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES.

OPERATING AGENCY agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities.

33. CONFLICT OF INTEREST.

OPERATING AGENCY, its agents and employees shall comply with all applicable Federal, State and COUNTY laws and regulations governing conflict of interest. To this end, OPERATING AGENCY will make available to its agents and employees copies of all applicable Federal, State, and COUNTY laws and regulations governing conflict of interest.

OPERATING AGENCY shall furnish to COUNTY, prior to execution of this Contract, a written list of all current or proposed subgrantees/ subcontractors, or personal service providers, vendors, This list should be limited to those subsidiaries of OPERATING AGENCY. subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of OPERATING AGENCY, which will receive \$10,000 or more during the term of the Contract. Such a list shall include the names, address, telephone numbers, and identification of principal party(ies) description of services to be provided. During the term of this Contract, OPERATING AGENCY shall notify COUNTY in writing of any change in the list of subgrantees/subcontractors, vendors, personal service subsidiaries of OPERATING AGENCY within fifteen (15) days of change.

34. HOLD HARMLESS.

OPERATING AGENCY shall indemnify and hold the COUNTY, CITY, and their officers, agents volunteers and employees, harmless from and against any loss, liability, claim, or damage that may arise or result from activities of OPERATING AGENCY, its officers, agents, volunteers and employees; and OPERATING AGENCY shall, at its own cost, expense and risk, defend any legal proceedings that may be brought against County, City or their 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 OPERATING AGENCY, its officers, agents, and employees. OPERATING AGENCY shall assume liability for all and any direct expense incurred in providing, services pursuant to this Contract 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. OPERATING AGENCY, however, is obligated to promptly notify COUNTY and CITY in writing the occurrence of any such loss of damage.

OPERATING AGENCY shall indemnify and hold harmless COUNTY and CITY against any liability, claims, losses, demands, and actions incurred by COUNTY and CITY as a result of the determination by the United States Department of Housing and Urban Development or its successor that activities undertaken by OPERATING AGENCY 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 OPERATING AGENCY under the Contract were improperly expended.

35. ATTORNEY'S FEES.

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

36. COMPLIANCE WITH LAWS.

All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 Code of Federal Regulations, Part 570 and Part 85, Chapter V; U.S. Office of Management and Budget Circulars A-87, A-110, and A-122.

37. AMENDMENTS: VARIATIONS.

This writing with attachments, embodies the whole of the Contract of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

38. NOTICES.

All notices shall be served in writing. The notices to agreeing parties shall be sent to the following address:

County of San Bernardino
Department of Economic
and Community Development
474 West Fifth Street
San Bernardino, CA 92415-0040

United Way of Redlands Area, Inc. 555 Cajon Street, Suite B Redlands, CA 92373

City of Redlands CDBG Administrator 30 Cajon Street P. O. Box 3005 Redlands, CA 92373

39. COUNTERPART EXECUTION.

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.

40. SUPERCESSION.

This Agreement supersedes Contract No. 89-236.

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

COUNTY OF SAN BERNARDINO airman, Board of Supervisors APR 0 2 1990 Dated: SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD EARLENE SPROAT Clerk of the Board of Supervisors of the County of San Bernardino Dated: APPROVED AS TO LEGAL FORM ALAN MARKS County Counsel

Dated: Approved as to Content

By: Dated: Thuch

Dated: Thuch to

City Attorney

UNITED WAY OF REDLANDS AREA, INC.

y: Caro G Blowck
Chairman, Board of Directors

Dated: 12 26 90

Executive Director

Dated:

PLANNING/UWRED.AGT 10/17/89/pn

CONTRACT	EXHIBIT	1	of	5
				-

COUNTY OF SAN BERNARDINO DEPARIMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:	<u>Case Number</u> : 111-14427
EAST VALLEY INFORMATION AND REFERRAL SERVICE	E (HELP ON CALL)
Name/Address of Contractor Agency:	Date of Issue:
UNITED WAY OF REDLANDS AREA, INC. 555 Cajon Street, Suite B	X Original:
Redlands, CA 92373	Amendment #

PROJECT/ACTIVITY DESCRIPTION

The East Valley Information and Referral Service (Help on Call) will connect low-and moderate-income people in need with the services they require. The service will respond to both walk-in and call-in clients, and will seek to provide assistance until the client has received the full extent of available health and human care resources to which they are entitled. Case Management, on a limited basis, is one of the goals of this service. The information and referral manager will attempt to meet the comprehensive, rather than the immediate needs of low-and moderate-income clients. The service area of the East Valley Information and Referral Service includes the communities of Redlands, Yucaipa, Calimesa, Mentone, East Highland, Ioma Linda, Bryn Mawr, Oak Glen and Forest Falls.

Projected service goals for walk-in and call-in clients for the first year are summarized below.

WALK-IN CLIENTS SERVICE GOALS

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	
Est. Client County (by case) (Unduplicated	35 l)	38	40	42	45	50	50	50	50	50	50	50	
					TEIONING T	TAT OF TH	TA WITE I						

PHONE-IN CLIENTS SERVICE GOALS

	∝ r	VOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	
Est. Count of phone clients** (by case) (Unduplicated	70	75	80	80	80	80	80	80	80	80	80	80	

** Clients telephoning the service will be urged to come in to the office physically for assistance. It is expected that the number of phone referrals not needing to come into the office will "max out" at about 80 per month after 3 quarters of service. Clients presenting "global" difficulties (that can not be answered simply over the phone) will be given priority attention.

A second purpose of the East Valley Information and Referral Service will be the establishment of a computer database which will include both client and service provider information. The information and referral manager will keep records on each request for assistance and assistance provided. The database will provide information to the United Way of Redlands to assist in determining funding priorities, identifying the need for new programs and services as well as unnecessary duplications or excess of services. Information developed from the database will be shared with other information and referral services in the County and the County.

Projected goals of the computer database development are summarized below.

UNITED WAY OF REDLANDS AREA EAST VALLEY INFORMATION & REFERRAL SERVICE (HELP ON CALL)

COMPUTER/DATABASE -- SPECIFICATIONS

I. HARDWARE:

An IBM PC/AT 286 or 286-Clone will be purchased by United Way of Redlands Area in time for the system to be on-line by April, 1990. Peripherals will include a modem for use in communications between the Information & Referral office and the United Way of Redlands Area office, as well as the Mt. Baldy United Way Information & Referral service (located in Ontario) and the Riverside HelpLine office. A 40 Mb hard-disk is sufficient for maintenance of the database. A tape backup unit and a 240 cps dot matrix printer will also be provided.

II. SOFTWARE:

Two systems of software are currently being considered. Active Software, a private company based in Minnesota, manufactures a software targeted specifically for the maintenance of Information & Referral Software is currently under review by the United Way computer search committee. United Way, Inc., a.k.a. United Way of Los Angeles, is developing its own Information & Referral software that we are also reviewing. The Active software is currently being used by United Way of San Diego County and Santa Clara United Way. The systems are quite similar — cost and convenience of use will be the deciding factor. The Los Angeles software may be provided to us free of charge if we network with their system (through Mt. Baldy United Way in Ontario).

III. GOALS OF THE DATABASE:

A. A service provider index will be established from manual record transference during the first month of service. The database will be oriented toward category of service, rather than by agency name.

- B. A client-oriented database will be established beginning in the first month of service. Data maintained will include:
 - 1. Age and sex information
 - 2. Needs presented
 - 3. Location of residence (by census tract). If no permanent residence (i.e. homeless), this will also be noted.
 - 4. Ethnic origin
 - 5. Economic data (income level, source of income -- AFDC, employed, etc.)
 - Composition of family (single-parent household, 2-parent household, etc.)
 - 7. Additional data miscellaneous

C. Reporting goals:

- 1. Status reports delineating frequency of needs presented will be prepared beginning in the third month of service.
- 2. Reports will include:
 - a. Number of clients (by case, unduplicated).
 - b. Area of residence (by census tract).
 - c. Needs presented/frequency of needs.
 - d. Number of cases closed (successful completion).
 - e. Number of cases open (continuing need/need not able to be met).
 - f. Client count indexed by family income level.
 - g. Participation of service providers (frequency of specific providers meeting specific needs).
- D. Additional informational goals (determinations beginning in 6th month):
 - 1. Determination of unmet needs/requested services not provided by local agencies.
 - Determination of unnecessary duplication of services (i.e., more than one agency providing a similar service -- "overage" of specific service provision).
 - 3. Distribution of database information to a network of local agencies for use in their planning and operations processes.

CONTRACT	EXHIBIT	2	of	5

COUNTY OF SAN BERNARDINO DEPARIMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Pro	ject/Activity Title:		<u>Case Number</u> : 111-14427				
EAS'	I VALLEY INFORMATION AND	REFERRAL SERVI	CE (HELP ON CALL)				
Nam	e/Address of Contractor	Agency:	Date of Issue:				
	TED WAY OF REDIANDS AREA	, INC.	X_Original:				
	Cajon Street, Suite B lands, CA 92373		Amendment #				
sggggi mannde mel erin		BUDGET SU	MMARY				
	COST CATEGORY	CDBG SHARE \$	OTHER SOURCES \$*	TOTAL \$			
1)	Personnel: a) Wages b) Fringe Benefits	35,272.96 7,909.24	-0- 751.38	35,272.96 8,660.62			
2)	Consultant/Contract Services:	_0_	_0_	-0-			
3)	Travel:	250.00	_0_	250.00			
4)	Space Rental:	2,200.00	-0-	2,200.00			
<u>5)</u>	Consumable Supplies:	180.41	-0-	180.41			
6)	Rental, Lease or Purchase of Equipment:	-0-	2,250.00	2,250.00			
<u>7)</u>	Insurance:	_0_	_0_				
8)	Other:	221.08	-0-	221.08			
	TOTALS	\$46,033.69	\$3,001.38	49,035.07			

- * Cost of Information and Referral computer software to be borne by United Way of Redlands Area. In addition, some publicity materials may be solicited from businesses or individuals through the United Way office.
- @ All insurance needs are covered by United Way of Redlands Area's current insurance policies.

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^{*}If costs are to be shared by other sources of funding, including CDBG funds from other jurisdictions, identify the source of funding, grantor/lending agency, and cost category information.

COUN	COUNTY OF SAN BERNARDINO DEPARIMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT									
Project/	'Activity Title:	<u>Case Number</u> : 111-14427								
EAST VAL	EAST VALLEY INFORMATION AND REFERRAL SERVICE (HELP ON CALL)									
Name/Add	dress of Contractor Agenc	y: <u>Date of Issue</u> :								
	MAY OF REDLANDS AREA, INC on Street, Suite B	. X Original:								
	s, CA 92373	Amendment #								
	BUDGET JUSTIFICATION - PART I (SERVICES/SUPPLIES)									
DESCRIPI	TON OF ITEM(S) AND BASIS	FOR VALUATION VALUE	IN \$							
Budget 1 Item #:	ine									
#3	TRAVEL:	Transportation of clients, meetings, visits to agencies at a cost of \$.20 per mile	\$ 250.00							
#4	SPACE RENTAL:	A) Family Service Association of Redlands	\$ 800.00							
		B) Annual Telephone service including purchase of additional equipment	\$1,400.00							
#5	CONSUMER SUPPLIES:	All consumable office supplies	\$ 180.41							
#6	RENTAL, LEASE PURCHASE OF EQUIPMENT:	IBM PA/AT 286 or 286-Clone	\$2,250.00							
#8	OTHER:	Printing/Promotion Items and	\$ 221.08							

CONTRACT EXHIBIT 3 of 5

NOTE: Any budget line item(s) other than salaries and fringe benefits should be detailed above.

Conference Expense

PLANNING/UWRED.AGT 10/17/89/pn

	CONTRACT	EXHIBIT	4	of	5
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COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Pro	ject/Activity Title		Case Numb	<u>er: 111-14427</u>	
EAS	ST VALLEY INFORMATIO	ON AND REFERRAL SER	VICE (HELP ON	CALL)	
Nar	ne/Address of Contra	actor Agency:	Date	e of Issue:	Marie Ma
	TED WAY OF REDLANDS Cajon Street, Suit		<u> X</u>	Original:	
	llands, CA 92373		Martin de Calor de Arquine	_ Amendment #_	
	BUI	DEET JUSTIFICATION	- PART II (I	PERSONNEL)	
<u>A)</u>	WAGES:				
-	POSITION/TITLE	ACTUAL HOURLY RATE (SALARY)	# HOURS PER WEEK	MONTHS TO BE EMPLOYED	
Service Miles	Coordinator	\$ 8.47	40	17	\$24, 959.23
Noncompare to	Assistant	\$ 7.00	20	<u>17</u>	\$10,313.73

			Su	ubtotal:	\$35,272. 96
B)	FRINGE BENEFITS:				
	TYPE OF COSTS	PERCENT OF SAL	ARY/CALCULATI	ONS YE	ARLY COST \$
-	FICA	\$35,272,96 x 8%	= \$2,821.8	34	\$_2,821.84
Ministranopapa	SUI [1.30 1.30% x \$	21,000		273.00
***************************************	WORKMANS COMP [1,29] 1.20% x \$	16,000		275.13
***	LIFE AND HEALTH I	NS. @ 121.91/1	MO		2,259.81
4-10-1-1-1-1-1-1	RETIRE MENT	<u>@ 78.25/1</u>	<u>MO.</u>		3,030.84
The contract of the			Su	btotal: \$	8,660.62
		IS A & B (Must be th	ne same as Bu	-	
	Item #1 in Budget	Summary):		\$	43,933. 58

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CONTRACT	EXHIBIT	5	of	5
CONTINUCT	EVITTE	2	OL	~

COUNTY OF SAN BERNARDINO DEPARIMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:	<u>Case Number</u> : 111-14427
EAST VALLEY INFORMATION AND REFERRAL S	ERVICE (HELP ON CALL)
Name/Address of Contractor Agency:	Date of Issue:
UNITED WAY OF REDLANDS AREA, INC.	X_ Original:
555 Cajon Street, Suite B Redlands, CA 92373	Amendment #

SCHEDULE OF PAYMENTS

All payments to be made on a monthly Request For Reimbursement basis. Monthly Expenditure Reports and Request For Reimbursement are due to the City of Redlands the 5th calendar day of each month the contract is in force.

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND

UNITED WAY OF REDLANDS AREA, INC.

INCOME QUALIFICATION STATEMENT

The income limit is based on the total gross annual income of all household members from <u>all</u> sources of income. A household may be a group of related or unrelated individuals occupying the same house and at least one member is the homeowner. Renters, roomers or borders cannot be included as household members.

1988 ANNUAL GROSS INCOME LIMIT

	Number of Persons Per Household								
NO	MORE	1	2	3	4	5	6	7	
THA	N:	\$18,050	\$20,600	\$23,150	\$25,750	\$27,350	\$28,950	\$30,600	\$32,200
1)	Tota	l number	of person	ns in hous	ehold:				
2)			annual gi ne amount s				old YES /	NO	
3)	Numb	er of pe	ersons hand	dicapped c	r disabl	ed:			
4)	Numb	er of pe	ersons 60 y	years of a	ige or mo	re:			
5)	Do y	ou i den t	ify your l	nousehold	as:				
	Whit	e B]	ack H	ispanic _	_ Americ	an Indian	Asian	Othe	er
			į	ACKNOWLEDO	GEMENT AN	D DISCLAI	MER		
	CERTII E TRUE		PERJURY '	THAT INCOM	ME AND HO	DUSEHOLD	STATEMENTS	MADE ON	THIS FORM
NA	ME:	yaa joogaa ka k					DATE:	Annual Control of the	
AD	DRESS:	Newsconders are congressed in page medicing an Desiry Commission					PHONE NO.		
SI	GNATUF	Œ:						www.	

ATTACHMENT B

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:	<u>Case Number</u> : 111-14427						
EAST VALLEY INFORMATION AND REFERRAL SERVI	CE (HELP ON CALL)						
Name/Address of Contractor Agency:	Date of Issue:	-					
UNITED WAY OF REDLANDS AREA, INC. 555 Cajon Street, Suite B Redlands, CA 92373							
	Date of Issue:						
PRIMARY INSURANCE POLICY							
Name of Contractor's Insurance Company							
Effective	Dates	of					
Policy							
Claims Made Policy / /	Per Occurrence Policy / /						
Limits of Liability		***************************************					
Deductibles:							
Per Occurrence							
Annual Aggregate							
Additional Insured Endorsement Attached	Yes No						
Certified Copy of Policy Attached	YesNo						
Certificate of Insurance Attached	Yes No						
EXCESS/UMBRELLA POLICY							
Name of Contractor's Insurance Company							
Effective Dates							
Limits of Liability							
Underlying Coverage limits							
Name of Underlying Company							
Additional Insured Endorsement Attached _	Yes No						
Certified Policy (copy of) Attached	Yes No						
Certificate of Insurance Attached	Yes No						

Grantee Performance Report Direct Benefit Activities

U.S. Department of Housing and Urban Development Community Devopment Block Grant Program



OMB Approval No. 2506-0077 (exp. 3/31/90)

Name of Grantee		Grant Numb	Grant Number Period Covered							
						From		То		
			Percent of Total Number of Households/Persons Assisted (column c) who are:							
Activity Number	Activity Name, Description and Location	Total Number of Households/ Persons Assisted	Low and Moderate Income	Low Income	White Not Hispanic Origin	Black Not Hispanic Origin	American Indian or Alaskan Native	Hispanic	Asian or Pacific Islander	Female Headed Household
8	b	G	d	•	f	0	h	1	1	k
111- 14427	East Valley Information and Referral Services (Help On Call)									
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