

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

Agree. 91-1017

ECD

Inc. Cities: Redlands

United Way

SEPTEMBER 30, 1991

FROM: **THOMAS R. LAURIN**, Director
Department of Economic and Community Development

SUBJECT: **CONTRACT WITH THE CITY OF REDLANDS AND THE UNITED WAY OF REDLANDS
AREA, INC. - EAST VALLEY AREA**

RECOMMENDATION: Approve contract with the City of Redlands and the United Way of Redlands Area, Inc., in the amount of \$37,610, to continue implementation of the East Valley Information and Referral Service (EVIRS) "Help-On-Call Program".

BACKGROUND INFORMATION: On May 6, 1991, as part of the 1991-92 Community Development Block Grant (CDBG) Plan, the Board of Supervisors approved \$26,560 in funding for the East Valley Information and Referral Service (EVIRS) "Help-On-Call Program". An additional \$11,050, approved by the Board of Supervisors as part of the 1990-91 CDBG Program, will also be made available to EVIRS. This contract will extend services for fifteen months for continuing individual case management services to low-and moderate-income residents of the communities of Redlands, Yucaipa, Montone, Highland, Loma Linda, Bryn Mawr, Oak Glen, and Forest Falls. Through this program, the clients' needs are matched with service providers, eliminating duplicative and excess services. The City of Redlands will assist in monitoring the service provided by EVIRS for compliance with the contract. On September 3, 1991, the Contract was approved by the City of Redlands.

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

REVIEW BY OTHERS: This contract was approved by County Counsel on August 2, 1991 (Paul St. John); by Risk Management on September 3, 1991 (Kathy Brill); by Contract Compliance on September 5, 1991 (Bobby Bivens); and has been reviewed by staff of the Third Supervisorial District.

FINANCIAL DATA: This contract obligates \$37,610 of CDBG funds and has no effect on the County General Fund.

PRESENTER: Thomas R. Laurin, Director, Ext. 4594.

cc: ECD-Laurin w/agree.
Contractors w/agree. c/o ECD
Auditor w/agree.
Purchasing-Cont. Compl.
Risk Management
File w/agree.

dm

Action of the Board of Supervisors

AGREEMENT NO. 91-1017

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

MOTION	Aye	Aye	Second	Aye	Motion
	1	2	3	4	5

EARLENE SPROAT, CLERK OF THE BOARD

BY

DATED: SEP 30 1991



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

E	X	New	Vendor Code		Dept.	Contract Number	
M		Change			SC	91-1017	
X		Cancel			ECD	A	
County Department					Dept.	Orgn.	Contractor's License No.
ECONOMIC AND COMMUNITY DEVELOPMENT					ECD	ECD	
County Department Contract Representative					Ph. Ext.	Amount of Contract	
THOMAS R. LAURIN					4594	\$ 37,610	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
SBA	ECD	PROJ	200	2005		0000714	
Commodity Code			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
Project Name			'92	\$ 37,610	---		
Redlands: East Valley							
Information and Referral							
Service-Redlands United Way							
(#111-11427)							

CONTRACTOR United Way of Redlands Area, Inc.

Birth Date N/A Federal ID No. or Social Security No. 95-1716789

Contractor's Representative Mr. Robert Baldwin, Executive Director

Address 555 Cajon Street, Suite "B", Redlands, CA 92373 Phone 714-793-2837

Nature of Contract: *(Briefly describe the general terms of the contract)*

This contract provides for the disbursement of \$ 37,610 in Community Development Block Grant (CDBG) funds to be utilized in continuing the East Valley Information and Referral Service (Help-On-Call) for low- and moderate-income residents of Redlands, Yucaipa, Mentone, Highland, Loma Linda, Bryn Mawr, Oak Glen, and Forest Falls.

The contract terms runs April 1, 1991 through June 30, 1992. Payments will be made in the form of expenditure reimbursements.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form

Paul St John
County Counsel

Date Aug 2, 1991

Reviewed as to Affirmative Action

Robert Baldwin

Date 9/5/91

Reviewed for Processing

Agency Administrator/CAO

Date

CONTRACT

This Contract is made and entered into this 30th day of September, 1991, 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 "UNITED WAY".

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, UNITED WAY 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,

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.

UNITED WAY 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 7 to this Contract, a copy of which is attached hereto and incorporated herein by this reference.

2. TIME OF PERFORMANCE.

Said services of UNITED WAY are to commence April 1, 1991 and shall be completed no later than June 30, 1992.

3. COMPENSATION AND METHOD OF PAYMENT.

For performance of such services, COUNTY shall provide funds not to exceed thirty-seven thousand, six hundred ten dollars (\$37,610). This payment shall constitute full and complete compensation for UNITED WAY'S services under this

Contract. 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 Contract, CITY shall disburse compensation and monitor UNITED WAY'S performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of payments to UNITED WAY shall be made by monthly reimbursements, contingent upon CITY'S receipt of a monthly summary statement for each previous months' expenditures which conforms to the Budget Summary, attached hereto as Contract Exhibit(s) 2 of 7. Monthly expenditure reports shall be documented with "Audit Ready" supportive evidence of each expenditure and proof of payment, in accordance with HUD regulations. Reimbursements shall be limited to the total of approved properly documented expenditures. Further, each monthly reimbursement shall be evenly amortized over the remaining term of this Contract unless otherwise approved by ECD.

UNITED WAY must submit said monthly expenditure reports by the fifth 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 UNITED WAY 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 7, 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 7 and 4 of 7, 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 UNITED WAY'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 Contract Exhibit 2 OF 7, Budget Summary, when such modifications:

- a. Do not exceed \$10,000 per budget cost category;
- b. Are specifically requested by UNITED WAY;
- 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 UNITED WAY 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 UNITED WAY'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 UNITED WAY. Such changes shall be incorporated into this Contract by written amendments.

8. REVENUE DISCLOSURE REQUIREMENT.

By its execution of this Contract, UNITED WAY 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 UNITED WAY 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 UNITED WAY 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, UNITED WAY 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 UNITED WAY'S initial revenue disclosure statement hereunder. 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. UNITED WAY 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 UNITED WAY at a location in San Bernardino County. Failure of UNITED WAY 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, UNITED WAY shall provide proof of such funding. CITY and COUNTY shall not pay for any services provided by UNITED WAY 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. PROGRAM INCOME

Program income represents net income directly generated from the use of CDBG funds by UNITED WAY 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. UNITED WAY 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. UNITED WAY shall include the reports required by Paragraph 21, Program Reporting, all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by COUNTY to UNITED WAY shall be spent by UNITED WAY on only those costs authorized under this Contract. All provisions of this Contract shall apply to said use of program income funds. UNITED WAY 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.

11. 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 UNITED WAY'S authority to commit and spend funds, or may restrict UNITED WAY'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 UNITED WAY, COUNTY may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to UNITED WAY of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by COUNTY affect expenditures and legally binding commitments made by UNITED WAY 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 guidelines.

12. 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 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 \$500 or more per unit.

13. 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 \$500 or more per unit must have the prior written approval of the COUNTY Department of Economic and Community Development Director, or his designee.

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

Upon approval by COUNTY, UNITED WAY shall obtain three documented bids prior to purchasing or leasing any nonexpendable personal property or equipment over \$500 in unit value and having a life expectancy of more than one (1) year. Such property shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by UNITED WAY. This inventory shall be provided to COUNTY upon request.

15. ACQUISITION OF SUPPLIES AND EQUIPMENT.

UNITED WAY 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 UNITED WAY related acquisition, and (d) no conflict of interest for private gain accrues to UNITED WAY 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. UNITED WAY 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.

16. 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 unless approved by COUNTY in writing. 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.

17. TRAVEL AND CONFERENCE RESTRICTIONS

UNITED WAY certifies and agrees that travel and conference expenses for persons other than employees of UNITED WAY, 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, Contract Exhibit 2 of 7, which is attached and incorporated herein. UNITED WAY further agrees that any travel expense incurred by UNITED WAY 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.

18. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES.

UNITED WAY certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

19. MONITORING.

COUNTY Department of Economic and Community Development 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 UNITED WAY 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. UNITED WAY will permit on-site inspection by COUNTY, CITY, and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgement of COUNTY, CITY, 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.

20. BENEFICIARY QUALIFICATION.

UNITED WAY agrees to guarantee that 51% of the beneficiaries of the East Valley Information and Referral Service program identified in Paragraph 1, Scope of Service, above, meet the U.S. Department of Housing and Urban Development (HUD) Section 8 (of the United States Housing Act of 1937) Income Limits. HUD Section 8 Income Limits for the Riverside-San Bernardino PMSA, define the maximum family income for low-and moderate-income households. UNITED WAY is responsible for obtaining from COUNTY the said current applicable HUD Section 8 Income Limits for each year of the Contract term identified in Paragraph 2, Time of Performance. UNITED WAY shall document the household income of clients using an "Income Qualification Statement", Exhibit 7 of 7, for each client served. UNITED WAY shall retain these forms for three (3) years after conclusion of this Contract.

21. PROGRAM REPORTING.

UNITED WAY agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD or COUNTY directives. UNITED WAY 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 UNITED WAY records, with the exception of confidential client information, shall be made available to representatives of County and the appropriate Federal agencies. UNITED WAY 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 (5th) of each month, UNITED WAY shall include a completed Direct Benefit Activities form, Exhibit 7 of 7, for the month being reported.

22. ACCOUNTING.

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

23. AUDITS.

UNITED WAY is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Contract. Audits must be in compliance with O.M.B. Circular A-133. An audit may also be conducted by Federal, State or local funding source agencies as part of the COUNTY'S audit 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, UNITED WAY 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 conditions 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 UNITED WAY. UNITED WAY'S staff will cooperate fully with authorized auditors when they conduct audits and examinations of UNITED WAY'S program. If indications of misappropriation or 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 Contract budget. Should the special audit confirm misappropriation or misapplication of funds, UNITED WAY shall reimburse COUNTY the amount of misappropriation or misapplication. In the event COUNTY uses the judicial system to recover misappropriated or misapplied funds, UNITED WAY shall reimburse COUNTY legal fees and court costs in addition to awards.

24. ASSIGNMENT.

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

25. 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 UNITED WAY 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, UNITED WAY 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.

26. REVERSION OF ASSETS

Upon Contract termination UNITED WAY 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.

27. 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 UNITED WAY;
- c. Will not change the project goals or scope of services;

- d. Are in the best interests of COUNTY, CITY, and UNITED WAY in performing the scope of services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

28. 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.

29. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE.

UNITED WAY 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, UNITED WAY 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.

San Bernardino County has a goal of 15 percent minority business enterprise (MBE) and 5 percent women business enterprise (WBE) participation for all contracts. UNITED WAY agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of San Bernardino and rules and regulations adopted pursuant thereto. UNITED WAY shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, California Public Contracts Code 2000 and the San Bernardino County M/WBE Policy No. 11-15, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Officer of the County of San Bernardino at (714) 387-8894.

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 otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

31. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES.

UNITED WAY 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.

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

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

33. INDEMNIFICATION.

UNITED WAY agrees to indemnify, defend and hold harmless COUNTY and CITY and its authorized agents, officers, volunteers and employees, against any and all claims, or actions arising from acts, errors or omissions of UNITED WAY in performing services pursuant to this Contract and for any costs or expenses incurred by COUNTY and CITY on account of any claim therefore.

UNITED WAY shall, at its own cost, expense and risk, defend any legal proceedings that may be brought against COUNTY or CITY, 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 UNITED WAY, its officers, agents, and employees. UNITED WAY 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. UNITED WAY, however, is obligated to promptly notify COUNTY and CITY in writing of the occurrence of any such loss or damage.

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

34. INSURANCE REQUIREMENTS.

In order to accomplish the indemnification provided in Section 33, but without limiting the indemnification, UNITED WAY shall secure and maintain throughout the term of this Contract the following types of insurance issued by companies acceptable to the COUNTY Risk Manager and CITY 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 UNITED WAY and all risks to such persons under this Contract.
- 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).
- Errors and Omissions Liability Insurance - Combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage or
- Professional Liability - Professional liability insurance with limits of at least one million dollars (\$1,000,000) per claim and in the aggregate.
- Additional Named Insured - All policies, except for the Workers' Compensation coverage and Errors and Omissions or Professional Liability, shall contain additional endorsements naming COUNTY and CITY employees, agents, volunteers, and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder. For Professional Liability coverage COUNTY and CITY shall be named as designated persons referencing this Contract's Number on the policy.
- Waiver of Subrogation Rights - UNITED WAY shall require the carriers of the above required coverage to waive all rights of subrogation against COUNTY and CITY, their officers, volunteers, employees, contractors and subcontractors.
- Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY or CITY.
- Proof of Coverage - UNITED WAY shall immediately furnish certificates of insurance to ECD evidencing the insurance coverage above required prior to the commencement of performance of services hereunder. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to COUNTY and CITY. Within sixty (60) days of the commencement of this Contract UNITED WAY shall furnish certified copies of the policies and endorsements.

35. INSURANCE REVIEW.

The above insurance requirements are subject to periodic review by COUNTY. COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available,

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

Any such reduction or waiver for the entire term of this Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. UNITED WAY agrees to execute any such amendment within thirty (30) days of receipt.

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-110, A-122, and A-133.

37. AMENDMENTS: VARIATIONS.

This writing with attachments, embodies the whole of this 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 shall be sent to the following addresses:

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

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

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

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

By: Harry Walker
Chairman, Board of Supervisors
Dated: SEP 30 1991

By: Earle K. Pugh
Mayor
Dated: September 3, 1991

APPROVED AS TO CONTENT

By: Samuel J. ...
City Attorney
Dated: 18 Sept 1991

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

UNITED WAY OF REDLANDS AREA, INC.

EARLENE SPROAT
Clerk of the Board of Supervisors
of the County of San Bernardino
By: Alley Maloney
Dated: SEP 27 1991

By: Michael Jensen
Chairman, Board of Director
Dated: Sept 6, 1991

APPROVED AS TO LEGAL FORM

By: B. ...
Executive Director
Dated: Sept 6, 1991

ALAN MARKS
County Counsel
By: Paul St. John
Dated: Aug 2, 1991

AGMTS/91UWRED.2PT
6/25/91/LP/bjj
8/16/91/LP/bjj

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:Case Number: 111-14427/0714

Referral/Counseling Program - Redlands United Way

Name/Address of Contractor Agency:United Way of Redlands
555 Cajon Street, Suite B
Redlands, CA 92373Date of Issue:X Original: Beginning 4/1/91Amendment #PROJECT/ACTIVITY DESCRIPTIONOperation

The East Valley Information and Referral Service (EVIRS) or "Help On Call", will connect low-and moderate-income residents of the Eastern San Bernardino Valley with the health and human services they require. The EVIRS service area will include Redlands, Yucaipa, Calimesa, Mentone, Highland, Loma Linda, Bryn Mawr, Oak Glen and Forest Falls. EVIRS offices will be located in the Family Services Agency of Redlands and in a satellite location in Yucaipa. Approximately 150 clients will access the EVIRS monthly. Services will be provided to walk-in and call-in clients by two regular staff members and a team of volunteers. Office hours will be from 8 a.m. to 5 p.m., Monday through Friday.

Referral

The EVIRS will perform an assessment of each client's needs upon intake in order to develop a service plan. Service plans will be comprehensive so that clients will be tracked from their initial contracts with EVIRS, on through the accessing and attainment of available intermediate and full range services, including health care, job training, counseling, or rehabilitative agencies. Case management, on a limited basis, will also be offered by EVIRS. Clients who telephone the office will be given direct information, however those who present multiple needs will be encouraged to come into the office and will be given priority attention.

Information Resource Development

EVIRS will maintain a computer system comprised of a COMPAQ Desk Pro 286N and modem (hardware), and LOTUS Symphony and WORDPERFECT (software). These systems will enable EVIRS to utilize minimal staffing to develop the referral data base, maintain client records, produce various program reports and client status reports, and distribute data base information to a network of local agencies for planning and service purposes. A service provider index has been established, and is organized by category of service. Reports are generated which identify the level and frequency of participation by these providers. A client-oriented database has been established which details client demographics, residence by census tract or homeless designation, income level and source, family composition, special circumstances such as veteran or handicapped, needs determination, and other data as needed. The computer system will ensure effective matching of client needs with services and eliminates duplicative and excess services.

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:Case Number: 111-14427/0714

Referral/Counseling Program - Redlands United Way

Name/Address of Contractor Agency:United Way of Redlands
555 Cajon Street, Suite B
Redlands, CA 92373Date of Issue:X Original: Beginning 4/1/91Amendment #BUDGET SUMMARY

<u>COST CATEGORY</u>	<u>CDBG SHARE \$</u>	<u>OTHER SOURCES \$*</u>	<u>TOTAL COST \$</u>
1) Personnel:			
a) Wages	35,380.00	5,336.00	40,716.00
b) Fringe Benefits	2,130.00	7,368.00	9,498.00
2) Consultant/Contract Services:	-0-	-0-	-0-
3) Travel:	-0-	368.50	368.50
4) Space Rental:	100.00	650.00	750.00
5) Consumable Supplies:	-0-	1,997.86	1,997.00
6) Rental, Lease of Purchase of Equipment:	-0-	-0-	-0-
7) Insurance:	-0-	-0-	-0-
8) Other:	-0-	684.04	684.04
TOTALS	37,610	16,404.40	54,014.00

*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.

NOTE: Other sources will be contributed by United Way of Redlands Area, TRW, and AETNA.

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title: Case Number: 111-14427/0714

Referral/Counseling Program - Redlands United Way

Name/Address of Contractor Agency:

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

Date of Issue:

X Original: Beginning 4/1/91

_____ Amendment # _____

BUDGET JUSTIFICATION - PART I (SUPPLIES/SERVICES)

DESCRIPTION OF ITEM(S) AND BASIS FOR VALUATION	TOTAL COST \$
--	---------------

Budget line

Item #:

4.	Space Rental - Paid @ \$50 per month to Family Service Association - 402 West Colton Avenue (\$100 CDBG, \$650 other funding sources)	750.00
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NOTE: Any budget line item(s) other than salaries and fringe benefits should be detailed above.

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:Case Number: 111-14427/0714

Referral/Counseling Program - Redlands United Way

Name/Address of Contractor Agency:United Way of Redlands
555 Cajon Street, Suite B
Redlands, CA 92373Date of Issue:X Original: Beginning 4/1/91Amendment #BUDGET JUSTIFICATION - PART II (PERSONNEL)A) WAGES:

POSITION/TITLE	ACTUAL HOURLY RATE (SALARY)	# HOURS PER WEEK	MONTHS TO BE EMPLOYED	TOTAL COST \$	CDBG COST \$
Coordinator	13.47/hr	40	3	7,000	7,000
Assistant	7.00/hr	20	3	1,820	1,820
*Coordinator	13.46	30	12	21,000	17,529
**Assistant	6.98	30	12	10,896	9,031
Subtotal:				\$40,716	35,380

B) FRINGE BENEFITS:

TYPE OF COSTS	PERCENT OF SALARY/CALCULATIONS	TOTAL COST \$	CDBG (COST \$)
FICA	8,820 X 7.65%	\$3,114.73	\$ 674.73
SDI	1,820 X 1.3%	23.66	23.66
SUI	Not Applicable		
Workman's Compensation	8,820 X 1.24%	290.61	108.61
Health & Retirement Ins.	8,820 X 15%	6,069.00	\$ 1,323.00
Subtotal:		9,498.00	\$ 2,130.00

TOTAL COST OF PARTS A & B (Must be the
same as Budget Line Item #1 in Budget Summary):\$37,510.00

* The coordinator position continues at 40 hours per week, however, beginning 7/1/91 only 30 hours will be picked up by the City of Redlands. Ten hours will be spent in Yucaipa and will not be charged to the Redlands project.

** The assistant's hours increase by 10 hours per week effective 7/1/91.

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:Case Number: 111-14427/0714

Referral/Counseling Program - Redlands United Way

Name/Address of Contractor Agency:Date of Issue:United Way of Redlands
555 Cajon Street, Suite B
Redlands, CA 92373X Original: Beginning 4/1/91Amendment #INSURANCE INVENTORY

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 _____ Yes _____ No

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

EXHIBIT 6 of 7
COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title: _____ Case Number: 111-14427/0714

Referral/Counseling Program - Redlands United Way

Name/Address of Contractor Agency: _____ Date of Issue: _____

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

X Original: Beginning 4/1/91
_____ Amendment # _____

INCOME QUALIFICATION STATEMENT

This form has the purpose of providing information needed to qualify the use of Federal Community Development Grant (CDBG) funds directly benefitting low-and moderate-income households.

The income limits listed below pertain to the total gross annual income of all household members from all sources of income. A household may be a group of related or unrelated individuals occupying the same house with at least one member being the head of household. Renters, roomers or borders cannot be included as household members.

1991-92 ANNUAL GROSS INCOME LIMIT

Number of Persons Per Household

NO MORE	1	2	3	4	5	6	7	8+
THAN:	\$20,150	\$23,050	\$25,900	\$28,800	\$31,100	\$33,400	\$35,750	\$38,000

1) Total number of persons in household: _____

2) Is the total annual gross income of your household
less than the amount shown on the above chart for
your household size? YES _____ NO _____

3) Number of persons handicapped or disabled: _____

4) Number of persons 60 years of age or more: _____

5) Do you identify your household as:

White _____ Black _____ Hispanic _____ American Indian _____ Asian _____ Other _____
Female Headed _____

ACKNOWLEDGEMENT AND DISCLAIMER

I CERTIFY UNDER PENALTY OF PERJURY THAT INCOME AND HOUSEHOLD STATEMENTS MADE ON THIS FORM ARE TRUE.

NAME: _____ DATE: _____

ADDRESS: _____ PHONE NO: _____

SIGNATURE: _____

The information you provide on this form is for Community Development Block Grant (CDBG) program purposes only and will be kept confidential.

Grantee Performance Report Direct Benefit Activities

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



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

Name of Grantee County of San Bernardino			Grant Number B-91-UC-06-0503		Period Covered From 4/1/91 To 6/30/92					
Activity Number	Activity Name, Description and Location	Total Number of Households/ Persons Assisted	Percent of Total Number of Households/Persons Assisted (column c) who are:							
			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
a	b	c	d	e	f	g	h	i	j	k
111- 14427	East Valley Information and Referral Services Help on Call									

EXHIBIT 7 of 7