

**Cooperative/Delegate Agency Agreement Between the  
County of San Bernardino and the City of Redlands  
For the Use of Neighborhood Initiative Program Funds**

This AGREEMENT is entered into this 7th day of June, 2005, by and between the County of San Bernardino of the State of California, hereinafter referred to as "COUNTY", and the City of Redlands, a municipal corporation located within the boundaries of COUNTY, hereinafter referred to as "CITY".

WHEREAS, Congressman Jerry Lewis secured Neighborhood Initiative funds to the County of San Bernardino; and

WHEREAS, the mission of the Neighborhood Initiative Program is the preservation and revitalization of neighborhoods through maximizing opportunities afforded by the availability and the leveraging of federal Neighborhood Initiative Funds; and

WHEREAS, the County has been extremely successful with Neighborhood Initiative Program, winning several awards including a National Association of Counties Achievement Award; and

WHEREAS, the County and City previously entered into AGREEMENT for the Neighborhood Initiative Program that expired on December 31, 2004, both parties desire to enter into this new AGREEMENT to complete Neighborhood Initiative Projects; and

WHEREAS, this AGREEMENT is made pursuant to the COUNTY's Neighborhood Initiative Program Action Plan; and

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

NOW, THEREFORE, for and in consideration of the covenants and AGREEMENTS set forth herein, and intending to be legally bound hereby, COUNTY and CITY agree as follows:

1. PURPOSE

This AGREEMENT gives COUNTY and CITY the authority to undertake or assist in undertaking certain activities to be funded by a Neighborhood Initiative Program (hereinafter referred to as "NI Program") grant from the Department of Housing and Urban Development (hereinafter referred to as "HUD"). The purpose will be accomplished pursuant to the requirements of the Neighborhood Initiative Program, and other Federal, State and County laws, regulations, and policies in the manner herein set forth. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. Unless specified otherwise, COUNTY's Community Development and Housing Department (hereinafter referred to as "CDH") shall have the authority to represent COUNTY regarding the terms and conditions of this AGREEMENT and the administration thereof.

2. TERM

The term of this AGREEMENT shall be in effect until June 30, 2007, except as described in this section. COUNTY may grant an extension for the purpose of implementing CITY's projects/activities that cannot be completed during the term of this AGREEMENT. CITY may request any such extension in writing. Any extension will only be effective if granted in writing by COUNTY. This AGREEMENT shall remain in effect until all Neighborhood Initiative funds covered under the terms of this AGREEMENT, and any income generated from the expenditure of Neighborhood Initiative funds, are expended, and the funded activities are completed. In no event shall this Agreement extend beyond June 30, 2010.

3. AUTHORIZATION OF PROJECT/ACTIVITY

CITY shall not initiate nor incur expenses for any project or activity covered under the terms of this AGREEMENT prior to receiving written authorization from COUNTY. Written authorization will be accomplished when Attachments "A" (Request to Initiate Project or Activity) and "B" (Project or Activity Description) of this AGREEMENT have been completed and signed by CITY and countersigned by CDH. Any such authorized project or activity shall hereinafter be referred to as an "AUTHORIZED PROJECT".

CITY and COUNTY acknowledge that certain activities were undertaken by CITY in pursuant to the agreement that expired on December 31, 2004. Specified costs were approved by the COUNTY pursuant to the AGREEMENT, but have not been billed or paid for as of the date of this AGREEMENT. It is understood that CITY may submit invoices for reimbursement for those costs after the execution of this AGREEMENT.

4. IMPLEMENTATION OF AUTHORIZED PROJECT

CITY agrees to implement AUTHORIZED PROJECTS in the manner prescribed in the Delegate Agency Coordination Procedures (Attachment C), using the forms and language contained in the Delegate Agency Construction Contract Provisions (Attachment D), and agrees to comply with all applicable local County, State and Federal regulations associated with the implementation of Neighborhood Initiative projects.

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

5. MODIFICATION OF AUTHORIZED PROJECTS

All modifications to AUTHORIZED PROJECT must be pre-approved by COUNTY in order to be considered a part of AUTHORIZED PROJECT and eligible for reimbursement by COUNTY. CITY may request modification(s) to NI Program funding levels authorized by Attachment A or the pertinent Project Description (i.e. Scope of Activity) authorized by Attachment B. Upon receipt of a written request form CITY, and approval by COUNTY, COUNTY will revise Attachments A and B.

6. MUTUAL COOPERATION

CITY and COUNTY shall cooperate in carrying out the AUTHORIZED PROJECTS.

7. COUNTY RESPONSIBILITIES

COUNTY, through CDH, is empowered to enforce all Federal regulations pertaining to NI Program-funded projects undertaken by CITY under this AGREEMENT. CITY recognizes that COUNTY, as the formal grantee of the NI Program, has full responsibility and obligations to HUD for undertaking the Program and has full authority in administering and allocating funds. CITY will have no direct responsibilities or obligations to HUD, except as identified under this AGREEMENT.

8. CONFORMANCE TO COUNTY PROCEDURES

Under this AGREEMENT, CITY must perform all services and activities in accordance with Federal and State statutory requirements and with the policies and procedures established by the Board of Supervisors, and shall comply with the following:

A. NI Program Administrator

Upon COUNTY's and CITY's mutual assent to this AGREEMENT, CITY will designate a "NI Program Administrator" by filling in the name of said person in the space provided below. The NI Program Administrator is the responsible authority for all correspondence with COUNTY, the signatory on AUTHORIZED PROJECT Attachments A and B and shall advise the CITY Council,

CITY administration and CITY staff, as appropriate regarding the NI Program. CITY may, by written notification as set forth below, change the NI Program Administrator.

CITY's NI Program Administrator for this AGREEMENT is

\_\_\_\_\_, TITLE: \_\_\_\_\_

B. Fiscal Contact Person

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

CITY's Fiscal Contact person for this AGREEMENT is

\_\_\_\_\_, TITLE: \_\_\_\_\_

C. Accounting Procedures

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

9. DISBURSEMENT OF FUNDS

CDH will disburse the funds to CITY on a cost reimbursement basis unless delineated otherwise in Attachment A and/or B. Billing shall be accompanied by all pertinent source documentation to be presented to CDH by CITY on or about the first day of each month, allowing 30 days for payment on the part of CDH.

10. WITHHOLDING OF FUNDS

COUNTY shall retain the right to withhold funds for any programs or activities upon giving written notice to CITY indicating that COUNTY has determined that CITY has not performed its obligations as stated in this AGREEMENT in a satisfactory or timely manner consistent with Federal regulations or policy. COUNTY shall notify CITY in writing of this determination, specifying the objection(s) to CITY's performance. CITY shall then have a maximum of 30 days in which to remedy said deficiencies. Should approval of COUNTY not be obtained within said period, COUNTY shall have full authority to reallocate CITY's NI Program funding to other eligible activities which can be implemented or to assume sole responsibility for carrying out any and/or all AUTHORIZED PROJECTS, upon written notice to CITY. Upon such notice, CITY agrees to cease all activity provided hereunder, as specified in said notice.

11. PROGRAM INCOME

Program income represents net income directly generated from the use of NI Program funds by CITY as a result of the projects activities funded under the terms of this AGREEMENT. When such income is generated by an activity only partially assisted with NI Program funds, the income shall be prorated to reflect the percentage of NI Program funds used. 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. CITY shall

include the reports required by Section 12, PROGRAM REPORTING, all sources and amounts of program income on a monthly and year-to-date basis.

CITY use of program income funds by CITY will be assured by first return of said funds to COUNTY then, requesting and receiving approval by COUNTY for budgetary increases or adjustments to project or activity authorized under this AGREEMENT. Program income returned by COUNTY to CITY shall be spent by CITY on only those costs authorized under this AGREEMENT. All provisions of this AGREEMENT shall apply to said use of program income funds. CITY shall account for the receipt and use of program income in such a way that program income is spent on AUTHORIZED PROJECTS before additional NI Program funds are spent.

Any program income on-hand when this AGREEMENT expires or is received after such expiration, shall be paid to COUNTY within 30 days after expiration of this AGREEMENT or CITY's receipt of such funds accrued after expiration of this AGREEMENT.

12. PROGRAM REPORTING

CITY agrees to prepare and submit financial, program progress, and other reports as required by HUD or COUNTY directives. CITY shall maintain such program, property, personnel, financial, statistical and other records, supporting documents and accounts as are considered necessary by HUD or COUNTY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by CITY for a minimum of five (5) years. The retention period starts from the date the COUNTY submits its annual performance and evaluation report, as prescribed in 24CFR 91.520, in which the service, under the terms of this contract, is reported on for the final time. Said COUNTY submission will follow CITY's final submission to COUNTY of reports identified under this paragraph.

Records and accounts that pertain to litigation or audit over must be maintained for the five (5) years or until the issue is resolved, whichever is longer. Records that pertain to real estate transactions must be maintained for the five (5) years or the number of years that there is an outstanding obligation, whichever is longer. The starting date for retention of records on NI Program-purchased equipment begins at the end of the equipment's use, when it is disposed of or transferred. The retention period for records relating to program income begins on the last date of COUNTY fiscal year in which the income is earned. All CITY records, with the exception of confidential client information, shall be made available to representatives of COUNTY and the appropriate federal agencies. CITY is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by the CDH Director or his designee.

13. MONITORING

CDH Director or his designee will conduct periodic monitoring of CITY administration of AUTHORIZED PROJECTS. Monitoring will focus on the extent to which the NI Program has been implemented and measurable goals achieved effectiveness of project management, and impact of the AUTHORIZED PROJECTS. Authorized representatives of COUNTY and HUD shall have the right of access to all activities and facilities operated by CITY under this AGREEMENT. Facilities include all files, records, and other documents related to the performance of this AGREEMENT. CITY will permit on-site inspection by COUNTY and HUD representatives, and insure that its employees furnish such information, as in the judgement of COUNTY and HUD representatives, may be relevant to a question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

14. ACCOUNTING

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

15. AUDITS

CITY is required to arrange for an independent financial and compliance audit annually for each fiscal year during which Federal funds are received under this AGREEMENT as required by Circular A-128 pursuant to the Single Audit Act of 1984, Public Law 98-502. The results of the single audit must be submitted to COUNTY within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, CITY shall provide a written response to all conditions or findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All condition- or finding-correction actions shall take place within six (6) months after CDH's receipt of the audit report. An audit may also be conducted by Federal, State or local funding source agencies as part of the COUNTY's audit responsibilities. COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of CITY. CITY's staff will cooperate fully with authorized auditors when they conduct audits and examinations of CITY's program. If indications of misappropriation or misapplication of the funds of this AGREEMENT cause COUNTY to require a special audit, the cost of the audit will be encumbered and deducted from funds allocated to AUTHORIZED PROJECTS. Should COUNTY subsequently determine that the special audit was not warranted, the amount encumbered will be restored to said AUTHORIZED PROJECT allocations. Should the special audit confirm misappropriation or misapplication of funds, CITY shall reimburse COUNTY the amount of misappropriation or misapplication from non-NI Program funding sources.

16. REVERSION OF ASSETS

All real property acquired or improved in whole or in part with NI Program funds in excess of \$25,000 under this AGREEMENT must continue in the use that provides the service benefits and objectives for which it was funded until five (5) years after expiration of this AGREEMENT, 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 by CITY of non-NI Program funds for the acquisition of, or improvement to, the property.

17. TERMINATION AND TERMINATION COSTS

This AGREEMENT may be terminated in whole or in part at any time by either party upon giving thirty (30) days notice in writing to the other party. An 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 CDH is hereby empowered to give said notice subject to ratification by the COUNTY Board of Supervisors.

COUNTY may immediately terminate this AGREEMENT upon the termination, suspension, discontinuation or if CITY has failed to make substantial progress in carrying out the activities contemplated by this AGREEMENT. If CITY materially fails to comply with any term of this AGREEMENT, COUNTY may take one or more of the actions provided under the 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. COUNTY also retains the right to complete said project. In such event, CITY shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this AGREEMENT that have been previously reimbursed, to the date of said termination to the extent that NI Program funds are available from HUD.

18. DISCRIMINATION

During the performance of this AGREEMENT, CITY agrees not to discriminate against any contractor or applicant for employment in performing work because of race, color, religion, sex or national origin. CITY further agrees to take affirmative action to ensure that its contractors employ and treat all employees during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, etc. CITY will cause contractor to comply with the

provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor. CITY shall require its contractor to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

19. HUD REQUIREMENTS

- A. COUNTY and CITY shall each comply with all Neighborhood Initiative requirements and the following equal opportunity/National Environmental Policy Act requirements;
  - 1. For projects involving housing, the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.
  - 2. The requirements of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
  - 3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.
  - 4. The requirements of 24 CFR 5.105(a) regarding equal opportunity as well as the requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
  - 5. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with grant funded activities. 24 CFR Part 85.36(e) describes actions to be taken by the Grantee to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.
  - 6. Grantee where applicable shall maintain records of its efforts to comply with requirements cited in Paragraphs 5 and 6 above.
- B. Any requirements that may be imposed by HUD subject to the National Environmental Policy Act or other legislation implemented by 24 CFR Part 58. HUD regulatory requirements on toxic chemical, noise, and airport clear zones also apply.
- C. Administrative requirements of OMB Circular A-133 "Audits of States, Local governments and Non-Profit Organizations".
- D. For State and Local Governments, the Administrative requirements of 24 CFR Part 85, including the procurement requirements of 24 CFR Part 85.36, and the requirements of OMB Circular A-87 regarding Cost Principles for State and Local Governments.
- E. The regulations at 24 CFR Part 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
- F. Restrictions on participation by ineligible, debarred or suspended persons or entities as described in Executive Order 12549 and at CFR 24 Part 5.105(c).
- G. The Uniform Relocation Act as implemented by regulations at 49 CFR Part 24.

AGREEMENT TO ENFORCE COMPLIANCE BY THE SUB-GRANTEE WITH THE REQUIREMENTS OF THIS GRANT AGREEMENT

- A. The grantee agrees to enter into a contract with each sub-grantee that will have responsibility for designated aspects of project performance as identified in the application and Article VIII (B) of the Grant AGREEMENT. The contract shall commit the sub-grantee to comply with the terms of this Grant AGREEMENT.
- B. The Grantee agrees to enforce compliance by the sub-grantee with the terms of the contract.
- C. The contract between the Grantee and the sub-grantee shall contain the following:
  - 1. The activities to be undertaken by the sub-grantee, consistent with the activities described in the Grantee's application as modified by Article VIII (A) of this Grant AGREEMENT.
  - 2. All applicable equal opportunity requirements set forth in Article I, Section B of this Grant AGREEMENT.
  - 3. Anti-lobbying requirements in 24 CFR Part 87, including the requirement to provide certain certifications and/or disclosures to the Grantee.
  - 4. The requirements of 24 CFR Part 84 or 85 as appropriate and Treasury Circular 1075, that grant funds shall not be requested or disbursed by the Grantee until needed and shall be the minimum amount necessary. Additional requirements for drawdowns are in Articles III and IV.
  - 5. The cost charges to the grant must be allowable (including the "reasonable and necessary" standard) and allocable as specified in OMB Circular A-87, A-122, or A-21 (Cost principles for Institutions of Higher Education as appropriate).
  - 6. 24 CFR Part 84 or Part 85 requirements related to retention of records, open access to records by HUD and the Grantee, reporting, project close-out, later disallowance's and adjustments, and collection of amounts due.

21. STANDARDS OF CONDUCT

Pursuant to Office of Management and Budget Circular A-110 Attachment O and 24 CFR 570.611, Conflict of Interest, and 24 CFR Part 85.36, Procurement, CITY shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the CITY shall participate in selection, award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. The employee, officer or agent;
- B. Any member of his immediate family;
- C. His or her business partner; or
- D. An organization which employs, or is about to employ, any of the above, has financial or other interest in the firm selected for award.

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

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

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

22. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

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

23. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising from CITY acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

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

24. INSURANCE REQUIREMENTS

Without, in any way affecting the indemnity herein provided and in addition thereto, CITY shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of CITY and all risks to such persons under this Contract.

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

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation Insurance. If the County's Risk Manager determines that there is no reasonable priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- 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 \$1,000,000 for bodily injury and property damage and \$ 3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

- Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- Waiver of Subrogation Rights - Except for Errors and Omissions and Professional Liability, CITY shall require the carriers of the above required coverage to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, 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.
- Proof of Coverage – CITY shall immediately furnish certificates of insurance to CDH evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to CDH, and CITY shall maintain such insurance from the time CITY commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, CITY shall furnish certified copies of the policies and all endorsements. CITY shall complete and submit Contract Exhibit 1 of 1, INSURANCE INVENTORY, along with the above-required insurance documents.

25. INSURANCE REVIEW

The above insurance requirements are subject to periodic review by COUNTY. The 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 proceed or unavailable types of insurance coverage or coverage limits become reasonable 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 reasonable related to the COUNTY's risk.

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

CITY is a self-insured public entity for the purpose of professional liability, general liability, and Workers' Compensation. CITY warrants that through its program of self-insurance, it has adequate professional liability, general liability, and Workers' Compensation to provide coverage for liabilities arising out of CITY's performance of this AGREEMENT. Additionally, CITY carries insurance coverage for any potential exposure beyond the self-insured retention limit.

26. AMENDMENTS: VARIATIONS

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

27. NOTICES

All notices shall be served in writing and shall be delivered to the following addresses:

County of San Bernardino  
Community Development and Housing Department  
Mr. Thomas R. Laurin, Director  
290 North "D" Street, Sixth Floor  
San Bernardino, CA 92415-0040

City of Redlands  
John Davidson, City Manager  
35 Cajon Street  
Redlands, CA 92373

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

COUNTY OF SAN BERNARDINO

By:   
BILL POSTMUS JUN 21 2005  
Chairman, Board of Supervisors

CITY OF REDLANDS

By:   
SUSAN PEPPLER  
Mayor

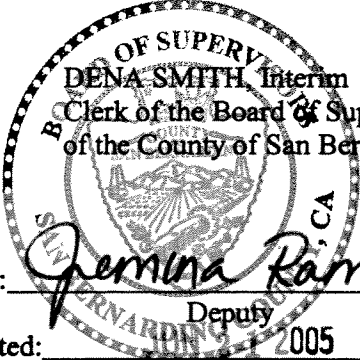
Dated: June 7, 2005

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

ATTEST:

By:   
LORRIE POYZER  
City Clerk

Dated: June 7, 2005

  
DENA SMITH, Interim  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
By:   
Deputy  
Dated: JUN 21 2005

APPROVED AS TO LEGAL FORM

RONALD D. REITZ  
County Counsel

By:   
Deputy County Counsel

Dated: 6-9-05

## COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING DEPARTMENT

Project/Activity Title: Cooperative Delegate Agency Agreement

Case Number: \_\_\_\_\_

Name/Address of Contractor Agency:

City of Redlands  
35 Cajon Street  
Redlands, CA 92373

Date of Issue:

\_\_\_\_ Original: Beginning \_\_\_\_\_  
\_\_\_\_ Amendment # \_\_\_\_\_**INSURANCE INVENTORY****WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INSURANCE**

Name of Insurance Company: \_\_\_\_\_

Effective Dates: \_\_\_\_\_

Employer's Liability Limit \$ \_\_\_\_\_

Certificate of Insurance Attached \_\_\_\_\_ Yes \_\_\_\_\_ No: On File w/ CDH

**COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

Name of Contractor's General Insurance Company: \_\_\_\_\_

Limits of Liability Effective Dates: \_\_\_\_\_

Per Occurrence \$ \_\_\_\_\_ Additional Insured Endorsement Attached \_\_\_\_\_ Yes \_\_\_\_\_ No: On File w/ CDH

Annual Aggregate \$ \_\_\_\_\_ Certificate of Insurance Attached \_\_\_\_\_ Yes \_\_\_\_\_ No: On File w/ CDH

Name of Contractor's Automobile Liability Insurance Company: \_\_\_\_\_

Limits of Liability Effective Dates: \_\_\_\_\_

Per Person \$ \_\_\_\_\_ Per Accident \$ \_\_\_\_\_ Damage Liability \$ \_\_\_\_\_ Combined Single Limit \$ \_\_\_\_\_

**ERRORS AND OMISSIONS LIABILITY INSURANCE**

Name of Contractor's Insurance Company: \_\_\_\_\_

Limits of Liability Effective Dates: \_\_\_\_\_

Per Occurrence \$ \_\_\_\_\_ Additional Insured Endorsement Attached \_\_\_\_\_ Yes \_\_\_\_\_ No: On File w/ CDH

Annual Aggregate \$ \_\_\_\_\_ Certificate of Insurance Attached \_\_\_\_\_ Yes \_\_\_\_\_ No: On File w/ CDH

**PROFESSIONAL LIABILITY INSURANCE**

Name of Contractor's Insurance Company: \_\_\_\_\_

Limits of Liability Effective Dates: \_\_\_\_\_

Per Occurrence \$ \_\_\_\_\_ Additional Insured Endorsement Attached \_\_\_\_\_ Yes \_\_\_\_\_ No: On File w/ CDH

Annual Aggregate \$ \_\_\_\_\_ Certificate of Insurance Attached \_\_\_\_\_ Yes \_\_\_\_\_ No: On File w/ CDH

**NEIGHBORHOOD INITIATIVE PROGRAM ACTION PLAN****PROJECTS AND ACTIVITIES TO BE UNDERTAKEN WITH  
NEIGHBORHOOD INITIATIVE PROGRAM FUNDS  
WITHIN THE CITY OF REDLANDS  
BUDGET \***

|                        |           |
|------------------------|-----------|
| 1. Boys and Girls Club | \$494,000 |
|                        | <hr/>     |
| <i>TOTAL FUNDS</i>     | \$494,000 |

Additional funds and or projects may be added at the request of City with written authorization accomplished when Attachments "A" (Request to Initiate Project or Activity) and "B" (Project or Activity Description) of this AGREEMENT have been completed and signed by CITY and countersigned by CDH. Any such authorized project or activity shall hereinafter be referred to as an "AUTHORIZED PROJECT".

**NEIGHBORHOOD INITIATIVE (N.I.) PROGRAM**  
**ATTACHMENT A - REQUEST TO INITIATE PROJECT/ACTIVITY**

PROJECT NUMBER: 502-02302

DATE OF ORIGINAL ISSUE: April 3, 2001

CASE NUMBER: 2112

ORIGINAL: REVISION #:2

TARGET AREA: Redlands

DATE OF REVISION: June 30, 2005

Pursuant to the terms of the Cooperative Agreement between the County of San Bernardino and the City of Redlands ("City") regarding the use of Neighborhood Initiative (N.I.) Program funds, dated June 23, 1999, under the original agreement and then a new agreement was entered into on June 21, 2005, the City hereby requests that the following project/activity be initiated. There will be no changes in Project Activity Title/Activity Budget (Attachment A), or in the Activity description (Attachment B) without written approval of the Director of the County Department of Economic and Community Development ("ECD").

PROJECT/ACTIVITY TITLE: Neighborhood Initiative Program – Redlands Boys and Girls Club Facility

ACTIVITY LOCATION: Clay St. to  
Church St, Brockton Ave. to Lugonia Ave

TOTAL PROJECT FUNDING: \$1,894,000  
N.I. ALLOCATION RELEASED: \$1,894,000  
N.I. FUNDS EXPENDED AS OF: 6-30-05 \$1,400,000  
**BALANCE OF FUNDS AVAILABLE: \$494,000**

DATE OF RELEASE OF FUNDS: February 23, 2003

SCHEDULE OF NI PROGRAM FUNDING ALLOCATION:

| Year 1<br>(1999) | Year 2<br>(2000) | Year 3<br>(2001) | Year 4<br>(2002) | Program Income<br>Allocation | TOTAL<br>N.I. Allocation |
|------------------|------------------|------------------|------------------|------------------------------|--------------------------|
| \$-0-            | \$100,000        | \$-0-            | \$-0-            | \$1,784,000                  | \$1,894,000              |

MAINTENANCE AND OPERATION BUDGET/AGREEMENT: The City of Redlands owns the lands which the Boys and Girls Club is built on and the City will ensure the land and or facility is maintained and utilized as a Boys and Girls Club type facility, for a period of not less than 30 years.

OTHER PERTINENT INFORMATION: The City also received a \$500,000 Economic and Development Initiative Grant for this project.

**ACCEPTANCE OF REQUEST TO INITIATE PROJECT/ACTIVITY**

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

LAND ACQUISITION: \$ \_\_\_\_\_  
STAFF COST RELATED: \$ \_\_\_\_\_  
DESIGN: \$ \_\_\_\_\_  
CONSULTANT SERVICES: \$ \_\_\_\_\_

PURCHASE OF EQUIPMENT \$ \_\_\_\_\_  
CONSTRUCTION COST: \$1,894,000  
CITY STAFF COST: \$ \_\_\_\_\_  
CONTINGENCY: \$ \_\_\_\_\_

**TOTAL NEIGHBORHOOD INITIATIVE PROGRAM ALLOCATION RELEASED:** \$ \_\_\_\_\_ 1,894,000

IMPLEMENTING CITY: Redlands

DATE: June 7, 2005

SIGNATURE: 

TITLE: Mayor

COUNTY OF SAN BERNARDINO  
DEPARTMENT OF ECONOMIC AND  
COMMUNITY DEVELOPMENT/PUBLIC SERVICES GROUP

ATTEST:  City Clerk

 , DIRECTOR DATE: 7.20.05

**NEIGHBORHOOD INITIATIVE (N.I.) PROGRAM**  
**ATTACHMENT B - PROJECT/ACTIVITY DESCRIPTION**

PROJECT NUMBER: 502-02302

DATE OF ORIGINAL ISSUE: 4/3/01

CASE NUMBER: 2112

ORIGINAL:    REVISION #: 2

TARGET AREA: Redlands

DATE OF REVISION: 6-30-05

PROJECT/ACTIVITY TITLE: Neighborhood Initiative (N.I.) Program – Redlands Boys and Girls Club Facility

ACTIVITY LOCATION: Clay Street to Church Street, Brockton Avenue to Lugonia Avenue.

**ACTIVITY DESCRIPTION:**

This project consists of customary and reasonable direct costs associated with the acquisition, design, engineering and construction of a facility for the Boys and Girls Club of Redlands.

The City had originally allocated \$100,000 for this project. The County reimbursed the City, on August 26, 2002, for costs incurred by the City in acquiring the property on the southwest corner of Clay Street and Brockton Avenue for this project.

Amendment #1, dated December 13, 2004, called for the advancement of \$1,300,000 of funds to the City, for this project. On February 15, 2005, the County made an advanced payment of \$1,300,000, to the City and the City agrees to provide documentation of expenses for audit purposes to the County that will demonstrate the funds were advanced in accordance to the appropriate HUD rules and regulations associated with the Neighborhood Initiative Program.

Amendment #2, dated June 30, 2005, allocates an additional \$494,000 of N.I. funds to the City, bringing the total amount of N.I. funds allocated to this project to \$1,894,000. The \$494,000 will pay to the City in a reimbursement type basis and only after the \$1,300,000 the County had advanced to the City has been utilized for eligible costs.

The City will request and receive a written “**Approval to Proceed**” from the County of San Bernardino, **prior** to obligating, committing, or spending Neighborhood Initiative funds.

The City of Redlands will submit request for reimbursement with “audit ready” back up documentation.

**IMPLEMENTING ENTITY:**

CITY OF Redlands

June 7, 2005  
DATE

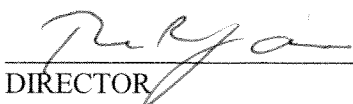
COUNTY OF SAN BERNARDINO  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
PUBLIC SERVICES GROUP

7-20-05  
DATE

  
AUTHORIZED SIGNATURE

Mayor  
TITLE

ATTEST:  City Clerk

  
DIRECTOR  
T.R.

**ATTACHMENT C****COUNTY OF SAN BERNARDINO  
COMMUNITY DEVELOPMENT AND HOUSING DEPARTMENT  
DELEGATE AGENCY  
COORDINATION PROCEDURES****I. Introduction**

The following procedures identify the actions, responsibilities, and sequence of events for N.I. funded projects being implemented by a coordinated effort between the San Bernardino County Community Development and Housing Department, hereinafter referred to as "CDH," and the City of Redlands, hereinafter referred to as "DA". For each action or event listed in Section III of this attachment, the entity responsible for carrying out that action or event is referenced beside it. Section IV contains regulations and statutes applicable to N.I. funded activities.

**II. Authorization to Proceed**

The Delegate Agency is not authorized to expend funds or to initiate NIP projects until authorized to do so in writing by CDH. Continued authorization is contingent upon adequate progress and timely submission of Monthly Project Status Reports covering all current AUTHORIZED PROJECTS. See Attachment "D" for blank Monthly Status Report form. Contract procurement shall be governed by all Federal regulations and statutes, as amended, listed in Section IV of the Attachment. CDH payments of DA Requests for Reimbursement will be subject to DA submittal of a complete reimbursement report package as listed in Section III, D-22.

**A. Project/Activity Budget**

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

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

**B. Activity Description**

The activity description is forwarded to the DA as Attachment "B". The preparation of the project description, both preliminary and final, is the responsibility of CDH.

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

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

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

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

### III. Actions and Responsibilities

#### A. Property Acquisition

The DA can pursue the acquisition of real property (and related relocation requirements, if necessary) through its jurisdiction or request the County's General Services Group Real Estate Services Department, hereinafter referred to as "RES", to handle the acquisition and/or relocation. If relocation is required, initiate 90-day notice to occupant(s).

1. If DA wishes to purchase the property, the following procedures should be followed:
  - a. DA: Refers to HUD Handbook 1378 which implements the Uniform Relocation Assistance and Real Property Acquisition regulations including the Federal Relocation Assistance and Real Property Acquisition Policies Act of 1970, the Braithwaite Act of the State of California and any subsequent amendments to these acts and regulations. If relocation is required, the appropriate notices will be issued in accordance with the "Timely Notices" (49CFR 24.203) provision of the Relocation Handbook 1378.
  - b. DA: Obtains required appraisals.
  - c. DA: Reviews required appraisals and/or leases to determine if property can be acquired within the project allocation.
  - d. DA: Sends all lease documents to CDH for approval.
  - e. DA: Sends any requests for adjustments of funds for property acquisition and/or relocation to the CDH Director for approval.
  - f. CDH: Issues approvals in relation to "d" above and sends them to DA.
  - g. DA: Initiates lease or purchase.
  - h. DA: Sends Request for Advance of Funds to CDH 10 working days prior to expected close of escrow, with all appropriate documentation attached.
2. If DA desires to have RES handle Acquisition and/or relocation activities, the DA should follow this procedure:
  - a. DA: Submits a letter to CDH requesting that RES handle the project/activity, describing in detail what property is to be acquired, giving all pertinent information, and identifying who the DA contact person is to be. If relocation is required, initiate 90-day notice to occupant(s).
  - b. CDH: Initiates appraisal process.
  - c. RES: Obtains required appraisals.



- d. RES: Forwards appraisals to DA.
- e. DA: Reviews appraisals and/or leases to determine if property should be acquired and/or leased. Prepares and forwards request to CDH.
- f. CDH: Reviews request from DA, and forwards Authorization to Proceed to RES (note all leases and all adjustments in project allocations must be requested and approved by the CDH Director).
- g. RES: Initiates purchase or lease of property. If relocation is required, the appropriate notices will be issued in accordance with the "Timely Notices" (49CFR 24.203) provision of the Relocation Handbook 1378.

RES will work with the designated DA contact person throughout the acquisition/relocation process to assure that the DA is aware of the activities and can make any necessary decisions in relation to the activity.

B. Architect and/or Engineer Selection

1. The usual procedure for the selection of an architect or engineer involves a Request for Proposal (RFP) for professional services, following this process:
  - a. DA: Prepares an RFP for architectural and engineering or other consultant services.
  - b. DA: Submits, prior to release all RFP's to CDH for review for contract compliance and consistency with Federal Title 24CFR, Part 85 Section 85.36, (Procurement Standards).
  - c. DA: Reviews RFP's for compliance with State, Federal, Local and CDH regulations. Requests CDH for "Approval to Proceed to Issue RFP".
  - d. CDH: Issues to DA an "Approval to Proceed to Issue an RFP".
  - e. DA: Advertises RFP, receives responses, interviews, requests CDH representation on selection committee and makes selection.
  - f. DA: Notifies CDH of selection. Sends back-up documentation and draft contract to CDH. Requests CDH for "Approval to Proceed to Award a Consultant Services Contract".
  - g. CDH: Reviews final contract for contract compliance and issues an "Approval to Proceed to Award a Consultant Services Contract".
  - h. DA: Awards Consultant Services Contract.
2. Architectural and Engineering Services may also be negotiated under certain situations; i.e., obtained through a sole source procurement. This is an eligible alternative requiring the following steps:
  - a. DA: Determines that the situation warrants sole source procurement and that such procurement will comply with requirements and criteria specified in Federal Title 24CFR Part 85.36, (Procurement Standards).
  - b. DA: Selects architect, engineer or other consultant.
  - c. DA: Sends "Request for Approval to Proceed to Award a Sole Source Consultant Services Contract" to CDH explaining why the DA has chosen the consultant and why the competitive RFP procedure is not being used.

- d. CDH: Reviews the request and approves or denies sole source procurement request based on explanation and backup.
- e. CDH: Issues "Approval to Proceed to Award a Sole Source Consultant Services Contract" authorization or denial of request.
- f. DA: Negotiates and awards the sole source contract.

C. Design Phase

- 1. DA: Monitors preparation of preliminary plans by architect.
- 2. DA: Notifies CDH of all public meetings with architect five working days before event.
- 3. CDH/  
DA: Reviews and approves preliminary design.
- 4. DA: Secures all required permits and regulatory approvals.
- 5. DA: Forwards construction bid package to CDH for review and approval along with request for "Approval to Proceed to Issue an Invitation to Bid for Construction Services". See (Attachment D) "Construction Contract Boilerplate", for the forms used in preparing bid packages.
- 6. CDH: Reviews and approves construction bid package for compliance with Federal and local regulations and forwards authorization to proceed with changes (if any) to DA.
- 7. DA: Secures plans, check of plans and specifications from the appropriate Building and Safety Authority.

D. Construction Phase

- 1. DA: Determines bid solicitation process permitted by N.I. requirements under Federal Title 24CFR Part 85.36 (Procurement Standards), and County contracting regulations. Advertises invitation to bid and receives bids.
- 2. DA: Conducts bid opening and sends to CDH a copy of the contract bid specifications including copies of the wage decisions in effect at bid opening.
- 3. DA: Reviews bid documents submitted by the low-bidder to assure compliance with County Policy 15-01, if applicable, and 24CFR 85.36(e) regarding the participation of minority, disadvantaged and women business enterprises (MWBE's) in the proposed construction contract. If DA has its own plan that meets the aforementioned requirements, it may use this plan for bid document reviews.
- 4. DA: Submits the low-bidder information and list of subcontractors to CDH and requests CDH for "Approval to Proceed to Award a Construction Services Contract". If adjustment of funds or project description is needed, the written request for reallocation of funds (revision of Attachment "A") or change in project description (revision of Attachment "B") should be sent at this time. Requests over 25% of project allocation, require approval by DA governing body in a public hearing.
- 5. CDH: Prepares revisions to Attachment "A" and/or "B" as requested.
- 6. CDH: Reviews Contractor/Subcontractor's eligibility to receive Federal contracts.
- 7. CDH: Issues "Approval to Proceed" to DA.

8. DA: Approves the Affirmative Action Plan for contractors who: 1) have contracts with the DA during current fiscal year, or 2) employ ten (10) or more employees, or 3) bid work for more than \$10,000.
9. DA: Insures completeness of contract documents prior to award of contract. Construction contracts must contain a copy of Federal Labor Standards, applicable Federal Wage Determination, and a copy of restrictions on public buildings and public works projects provisions.
10. DA: Awards Contract.
11. DA: Notifies CDH of pre-construction conference at least 12 days prior to event.
12. DA: Conducts pre-construction conference (CDH attendance mandatory). CDH forwards Contract Compliance Instructions to prime contractor.
13. DA: Provides CDH with a copy of signed contract prior to start of construction. DA ensures completion of bonds and obtains contractor/subcontractor certifications concerning labor standards and prevailing wage requirements; regarding Equal Employment Opportunity, and restrictions on public buildings and public works projects before signing contract.
14. DA: Keeps an up-to-date record of all encumbrances and obligations, including staff costs incurred, to assure that the remaining balance of funds is known.
15. CDH/  
DA: Ongoing observation and monitoring of projects.
16. CDH: Checks contractor's compliance with the approved Affirmative Action Plan.
17. DA: Submits to CDH once each month during the term of the construction contract, a report package containing:
  - a. Request for Reimbursement and accompanying documentation.
18. DA: Notifies CDH of all meetings regarding CDH projects, such as Design Conferences, Public Meetings, meetings with Community Development Advisory Commission, and DA at least five (5) working days before event occurs.
19. DA: Processes change orders and sends copy(ies) of change order(s) along with "Request for Approval of a Contract Change Order" to CDH. Notifies CDH of proposed changes in the list of subcontractor(s) and submits "Request For Approval to Proceed" to add or delete subcontractor(s) from the approved list.
20. DA: Must obtain approval from CDH regarding all change orders prior to authorizing the contractor to proceed with said changes.
21. DA: Requests revisions to Attachment "A" or Attachment "B" as needed.
22. CDH: Revises Attachments "A" or "B" and issues "Approval to Proceed to Issue Change Order(s)" to DA.
23. DA: Notifies CDH of final inspections at least five (5) working days before inspection date.
24. DA: Attends final inspections (CDH attendance optional).
25. DA: Secures its governing body's acceptance of completed project and filing of Notice of Completion.

- 26. CDH: Monitors project progress and contract compliance and issues, as necessary, "Notice of Non-Receipt of Monthly Status Report" or "Notice to Submit Final Activity Costs" notices to DA.
- 27. DA: Takes necessary actions to comply with said notices.
- 28. DA: Prepares and submits "Notice of Completion" to CDH.
- 29. CDH: Conducts "Annual Certification of Use of Facilities".

IV. DA must ensure compliance with the following regulations and statutes, as amended, in carrying out NI Program-funded activities:

- A. Applicable Uniform Administrative Requirements:
  - 1) Office of Management and Budget Circular A-87
  - 2) Office of Management and Budget Circular A-128
  - 3) 24CFR Part 85
- B. Applicable Uniform Administrative Requirements for Subrecipients that are not Governmental Entities:
  - 1) Office of Management and Budget Circular A-110
  - 2) Office of Management and Budget Circular A-122
  - 3) 24CFR Part 84
- C. Equal Employment Opportunity Requirements of Executive Order 11246, as amended
- D. Environmental Protection Agency Regulations (40CFR Part 1500-1508)
- E. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128)
- F. Archaeological and Historic Preservation Act of 1974
- G. Rehabilitation Act of 1973, as amended
- H. Americans With Disabilities Act
- I. Clean Air Act (42 U.S.C. 7401 et. seq.)
- J. Clean Water Act (33 U.S.C. 1368)
- K. Section 3 Regulations of the Housing and Urban Development Act of 1968, Title 24CFR, Part 135 (12 U.S.C. 1701u)
- L. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et. seq.)
- M. Fair Housing Act (42 U.S.C. 3601-20)
- N. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601-4655)
- O. Hatch Act
- P. Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b))

## **ATTACHMENT “D”**

**(ATTACHED AS A SEPARATE DOCUMENT)**

## AFFIRMATIVE ACTION POLICY FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

---

Name of Contractor, Subcontractor or Vendor

Adopts this plan to affirm its support of a program of equal employment opportunity, and to assure compliance with Executive Orders 11246 and 11375, Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973; the California Fair Employment Practice Act, and the implementing entity's Affirmative Action Compliance Program. This contractor (or Subcontractor or Vendor) agrees to assert leadership within the community and to put forth good faith efforts to achieve full employment and utilization of the capabilities and the productivity of all our citizens without regard to race, age, color, sex, religion, ancestry, national origin, marital status, or handicap.

This contractor (or Subcontractor or Vendor) further recognizes that the effective application of a policy of equal employment opportunity involves more than just a policy statement and will, therefore, undertake affirmative action to make known that equal opportunities are available on the basis of individual merit, and to encourage advancement on this basis.

The following Affirmative Action Program is hereby established as the policy and practices of our company:

INSTRUCTIONS: Please answer each question by marking an "X" beside "A", "B", or "C".  
If "C" is marked, explain reason; use a separate sheet if additional space is needed.

1. Our company shall recruit and hire all employees without regard to race, age, color, sex, religion, ancestry, national origin, marital status or handicap, and will treat all employees equally in respect to compensation and opportunities for advancement, including upgrading and promotion.  
  
☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
2. Our company will actively use recruitment sources such as employment agencies, unions, and schools that have a policy of referring applicants on a nondiscriminatory basis.  
  
☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
3. Our company will disseminate its affirmative action policy externally by informing and discussing it with all recruitment sources, by advertising in news media, specifically including minority news media, and by notifying and discussing policy with all local minority, handicapped and women's organizations and subcontractors and shall maintain records of the organizations responses.  
  
☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*

**AFFIRMATIVE ACTION POLICY  
FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS**

(Continued)

4. Our company shall make specific and constant personal, written, and oral recruitment efforts directed at all local minority, handicapped and women's organizations, including schools, recruitment and training organizations.
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
5. Our company shall make specific efforts to encourage present minority, handicapped and women employees to recruit their friends and relatives who status also comes under that of minority, handicapped or women.
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
6. Our company will maintain a file of the names and addresses of each minority applicant and female applicant referred to the company for hiring, and if the applicant is not considered for employment or was not employed, the company's file should document this and the reason therefore.
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
7. Our company shall notify the implementing entity Contract Compliance Officer when the union or unions with whom our company has a collective bargaining AGREEMENT have not referred to the company a minority, handicapped, or female worker sent for by the company or the company has other information that the union referral process has impeded the company's effort to meet the established goals of affirmative action.
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
8. Our company will actively take steps to integrate any positions, departments or plant location which have no women or minorities or are almost staffed with one particular group.
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
9. Our company shall insure that all employee specifications, selection requirements, tests, and other employee recruitment or evaluation procedures do not discriminate against minorities, handicapped, or women.
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*

## AFFIRMATIVE ACTION POLICY FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

(Continued)

10. Where reasonable, our company shall develop or finance on-the-job training opportunities and participate and assist in any association or employee group training programs relevant to the company's employee needs
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
11. Our company shall continually inventory and evaluate all minority, handicapped, and female personnel for promotion opportunities and encourage minority and female employees to see such opportunities.
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
12. Our company shall make sure that seniority practices, job classifications, rates of pay, and other forms of compensation and other employee practices and classifications do not have an unlawfully discriminatory effect on handicapped, minority or female employees
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
13. Our company will make certain that all facilities normally used concurrently by all company activities are non-segregated.
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
14. Our company shall make certain that all subcontractors are in compliance with the Affirmative Action Compliance Plan of the implementing entity, and that all project subcontractors have an approved Affirmative Action Plan.
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*
15. Our Company shall solicit bids for subcontracts from minority subcontractors and female subcontractors subject to availability.
- ☐ A. This is now a practice of our Company.  
☐ B. Our Company will adopt this policy.  
☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*



## AFFIRMATIVE ACTION POLICY FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

(Continued)

16. Our company shall make every effort to provide after school, summer and vacation employment to minority youths.

- ☐ A. This is now a practice of our Company.
- ☐ B. Our Company will adopt this policy.
- ☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*

17. Our company shall continually monitor all personnel activities to insure that the implementing entity's Affirmative Action Policy for Contractors and Vendors is carried out.

- ☐ A. This is now a practice of our Company.
- ☐ B. Our Company will adopt this policy.
- ☐ C. Our Company cannot or will not adopt this policy. *Explain "C"*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

San Bernardino County Community Development and Housing Department  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION**

This form is designed to assist the County of San Bernardino in assessing and reporting the proposition and amounts of contracts and subcontracts awarded to Minority and Women Owned Business Enterprises (WMBE'S) for the project named below. Include information on all subcontractors and suppliers if the total bid amount exceeds \$10,000.

"Minority owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more Black Americans, Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians), Hispanic Americans, or Asian/Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia and Taiwan), or any other group of natural persons identified as minorities in the project specifications by the County.

"Female owned or controlled" means that 51% or more of the company's ownership or controlled interest in the company is held by one or more female persons.

**PROJECT**

Project Name \_\_\_\_\_

\$ \_\_\_\_\_

Total Bid Amount

Project Number \_\_\_\_\_

Federally funded or assisted? [ ] Yes [ ] No

**CONTRACTOR**

Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_

CITY \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

\$ \_\_\_\_\_

Minority owned/controlled? [ ] Yes [ ] No

If so, what Minority? \_\_\_\_\_

Portion of Bid Amount to be  
performed by Contractor

Female owned/controlled? [ ] Yes [ ] No

**SUBCONTRACTORS**1) \_\_\_\_\_  
Subcontractor's Name

Address \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_

CITY \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

\$ \_\_\_\_\_

Minority owned/controlled? [ ] Yes [ ] No

If so, what Minority? \_\_\_\_\_

Subcontract Bid Amount

Female owned/controlled? [ ] Yes [ ] No

2) \_\_\_\_\_  
Subcontractor's Name

Address \_\_\_\_\_

Federal I.D. Number \_\_\_\_\_

CITY \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

\$ \_\_\_\_\_

Minority owned/controlled? [ ] Yes [ ] No

If so, what Minority? \_\_\_\_\_

Subcontract Bid Amount

Female owned/controlled? [ ] Yes [ ] No

## MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION (Continued)

|                        |      |                                                                                     |          |
|------------------------|------|-------------------------------------------------------------------------------------|----------|
| 3) _____               |      | _____                                                                               |          |
| Subcontractor's Name   |      | Address                                                                             |          |
| Federal I.D. Number    | CITY | State                                                                               | Zip Code |
| \$ _____               |      | Minority owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No |          |
|                        |      | If so, what Minority? _____                                                         |          |
| Subcontract Bid Amount |      | Female owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No   |          |
| -----                  |      |                                                                                     |          |
| 4) _____               |      | _____                                                                               |          |
| Subcontractor's Name   |      | Address                                                                             |          |
| Federal I.D. Number    | CITY | State                                                                               | Zip Code |
| \$ _____               |      | Minority owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No |          |
|                        |      | If so, what Minority? _____                                                         |          |
| Subcontract Bid Amount |      | Female owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No   |          |
| -----                  |      |                                                                                     |          |
| 5) _____               |      | _____                                                                               |          |
| Subcontractor's Name   |      | Address                                                                             |          |
| Federal I.D. Number    | CITY | State                                                                               | Zip Code |
| \$ _____               |      | Minority owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No |          |
|                        |      | If so, what Minority? _____                                                         |          |
| Subcontract Bid Amount |      | Female owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No   |          |
| -----                  |      |                                                                                     |          |
| 6) _____               |      | _____                                                                               |          |
| Subcontractor's Name   |      | Address                                                                             |          |
| Federal I.D. Number    | CITY | State                                                                               | Zip Code |
| \$ _____               |      | Minority owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No |          |
|                        |      | If so, what Minority? _____                                                         |          |
| Subcontract Bid Amount |      | Female owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No   |          |
| -----                  |      |                                                                                     |          |
| 7) _____               |      | _____                                                                               |          |
| Subcontractor's Name   |      | Address                                                                             |          |
| Federal I.D. Number    | CITY | State                                                                               | Zip Code |
| \$ _____               |      | Minority owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No |          |
|                        |      | If so, what Minority? _____                                                         |          |
| Subcontract Bid Amount |      | Female owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No   |          |
| -----                  |      |                                                                                     |          |
| 8) _____               |      | _____                                                                               |          |
| Subcontractor's Name   |      | Address                                                                             |          |
| Federal I.D. Number    | CITY | State                                                                               | Zip Code |
| \$ _____               |      | Minority owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No |          |
|                        |      | If so, what Minority? _____                                                         |          |
| Subcontract Bid Amount |      | Female owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No   |          |
| -----                  |      |                                                                                     |          |
| 9) _____               |      | _____                                                                               |          |
| Subcontractor's Name   |      | Address                                                                             |          |
| Federal I.D. Number    | CITY | State                                                                               | Zip Code |
| \$ _____               |      | Minority owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No |          |
|                        |      | If so, what Minority? _____                                                         |          |
| Subcontract Bid Amount |      | Female owned/controlled? <input type="checkbox"/> Yes <input type="checkbox"/> No   |          |

(Use additional copies of this form if needed to provide information on all subcontractors)

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Project Name: \_\_\_\_\_

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

## CERTIFICATION BY BIDDER

Bidder's Name \_\_\_\_\_

Address &amp; Zip Code \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes ☐ No ☐ (If answer is yes, identify the most recent contract.)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
Yes ☐ No ☐ none required ☐
4. If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name and Title of Signer (Please Type)\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

# CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

## SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: \_\_\_\_\_

Address &amp; Zip Code: \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes ☐ No ☐
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes ☐ No ☐
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
Yes ☐ No ☐ none required ☐
4. If answer to item 3 is "No", please explain in detail on reverse side of this certification.

*Certification:* The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name and Title of Signer (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- **NOTE: THIS FORM MUST BE FILLED OUT BY EACH OF THE BIDDER'S SUBCONTRACTORS.**

**Agreement - Neighborhood Initiative Program** - On motion of Councilmember Gilbreath, seconded by Councilmember George, the City Council unanimously approved a cooperative/delegate agency agreement with the County of San Bernardino for the use of Neighborhood Initiative Program funds and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

**Funds - Undercover Vehicle** - On motion of Councilmember Gilbreath, seconded by Councilmember George, the City Council unanimously approved an additional appropriation in the amount of \$22,000.00 and authorized the purchase of an undercover vehicle for the Police Department.

**Tolling Agreement - Aero-Dynamics Investors, Inc.** - On motion of Councilmember Gilbreath, seconded by Councilmember George, the City Council unanimously acknowledged a tolling agreement with Aero-Dynamics Investors, Inc. regarding property at the Redlands Municipal Airport and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City. The City Council authorized this tolling agreement in a closed session and this agreement reflects the Council's terms and conditions.

## **PLANNING AND COMMUNITY DEVELOPMENT**

**New York Street Extension and Improvement Project** - Public notice was advertised for this time and place to consider a Draft Mitigated Negative Declaration as well as a public hearing for consideration of Resolution No. 6396, a resolution of necessity to acquire a portion of real property by eminent domain for the City's New York Street Extension and Improvement Project located at 840 West Brockton Avenue (Teledyne Technologies, Inc.), and designated as Assessor's Parcel Nos. 0169-021-01 and 0169-021-10. Community Development Director Shaw reported on how the real property proposed to be acquired relates to the City's purposes and the proposed project to extend New York Street approximately 1,320 linear feet to connect with Lugonia Avenue. The project entails full public infrastructure and utility extensions within a right-of-way of 50 feet and includes street paving, curb/gutter and sidewalks, water and sewer lines, storm drains, traffic signals at Colton Avenue and at Lugonia Avenue, minor extension of the median along the Colton Avenue/New York Street intersection and associated appurtenances to these improvements. The acquisition of approximately 1.38 acres of real property owned by Teledyne Technologies, Inc. is essential and needed to complete the right-of-way acquisition for the project. Mayor Peppler declared the meeting open as a public hearing. City Attorney McHugh explained the nature and scope of the hearing. City Clerk Poyzer reported a notice was sent by Certified Mail on May 5, 2005, a return receipt was received on May 11, 2005. City Clerk Poyzer reported no written objections, protests or requests to be