

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
NATIONAL HISTORIC PRESERVATION ACT OF 1966

Historic Survey Project Agreement, Part II

1
2 LOCATION: Redlands, California.

3 PARTICIPANT: City of Redlands.

4 SURVEY PROJECT PERIOD: April 1, 1985 to September 30, 1985.

5 PROJECT SCOPE: Participant shall compile an inventory of historic resources
6 in portions of the City of Redlands, as designated on the attached map. The
7 inventory shall include districts, buildings, structures, and objects of
8 historical, architectural, and cultural significance. Participant shall
9 compile the inventory only after completing a block-by-block survey of the
10 designated study areas.

11 Participant's selection of persons to be involved in the management of the
12 project (including paid consultants, if any) and in the evaluation of the
13 results shall be subject to approval by the State.

14 PROJECT FUNDING: Total costs supported by Federal grant funds under the
15 National Historic Preservation Act of 1966: Nine Thousand Dollars (\$9,000).

16 Total Participant's contribution to match Federal grant funds under the
17 National Historic Preservation Act of 1966: Nine Thousand Dollars (\$9,000).

18 The attached contract terms consisting of 10 pages are incorporated herein and
19 made a part hereof.

20

21

22 PARTICIPANT

STATE OF CALIFORNIA

23

24 BY 
W. C. Schindler

BY _____
State Historic Preservation Officer

25

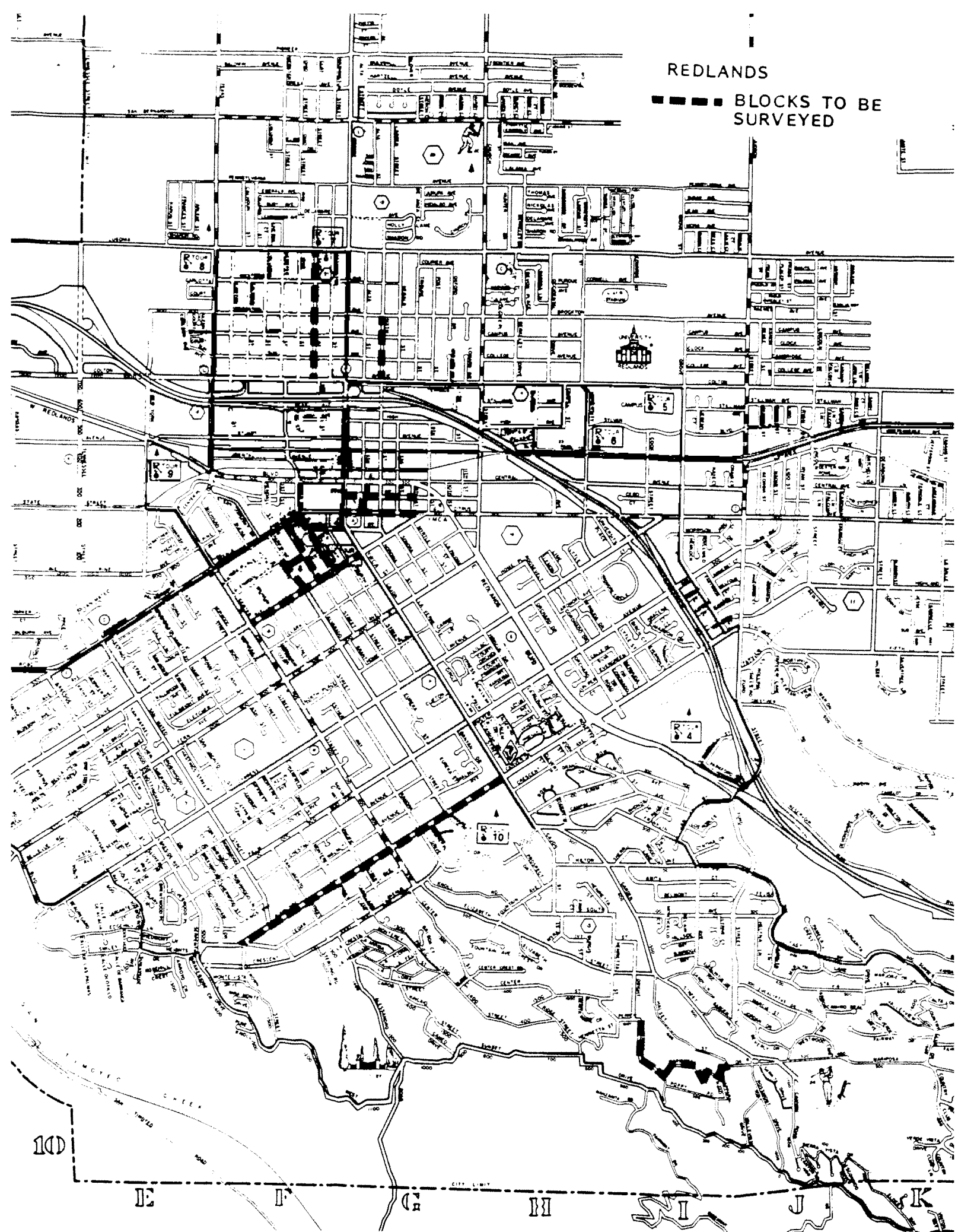
26 TITLE Administrator, Department of
Planning and Community Development

27 DATE JUNE 6, 1985

DATE _____

REDLANDS

■■■■ BLOCKS TO BE SURVEYED



CONTRACT TERMS

The State Historic Preservation Officer for the Historic Preservation Grants-in-Aid Fund and the Participant mutually agree to perform this agreement in accordance with the National Historic Preservation Act of 1966.

The State of California hereby promises, in consideration of the promises made by the Participant herein, to accept appropriated Federal funds for the purposes of the Project and disburse the same to reimburse the Participant. The maximum amount of the reimbursement is the amount set forth as "Total Costs Supported by Federal Grant Funds under the National Historic Preservation Act of 1966" in the Project Funding Section of this agreement. Reimbursement will be made only for actual cash expenditures. Donated goods or services may be used only to meet the Participant's matching contribution requirement and will not qualify as an actual cash expenditure. It is understood by the parties hereto that this agreement shall not obligate State of California funds for the Project costs described herein. The Participant hereby promises, in consideration of the promises made by the State Historic Preservation Officer herein, to execute the Project described herein, in accordance with the terms of this agreement. Any disbursement hereunder shall not be made unless and until funds therefore are received by the State Historic Preservation Officer from the United States Department of the Interior.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto and any deviations

1 from or changes in the project shall be accomplished only through written
2 consent of the parties concerned:

3
4 1. Definitions:

5
6 A. The term "Interior" as used herein shall mean the agency of the
7 Federal Government which is acting as the delegate of the United
8 States Secretary of the Interior to administer grant programs
9 authorized by the National Historic Preservation Act of 1966.

10
11 B. The term "State" as used herein shall mean the State Historic
12 Preservation Officer for the State of California.

13
14 C. The term "Participant" as used herein shall mean the party referred
15 to as the Participant on page 1 of this agreement.

16
17 D. The terms "Project" and "Survey" as used herein mean the historic
18 resources survey or planning project described under Project Scope
19 on page 1 of this agreement, including those further obligations of
20 Participant to furnish professional review and assessment, reports,
21 maps, and availability of final report set forward below.

22
23 2. This agreement is entered under the provisions of the National
24 Historic Preservation Act of 1966, 16 U.S.C.A. Section 470 et seq., and
25 regulations enacted pursuant thereto, 36 CFR Part 60, specifically Section
26 60.3.

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1 3. Participant shall perform all work and supply material necessary to
2 complete the project described in the paragraph entitled "Project Scope" on
3 Page 1 of this agreement within the project period specified. Failure of the
4 Participant to render satisfactory progress or to complete this or any other
5 project which is subject to Federal assistance under this program to the
6 satisfaction of the State may be cause for suspension of all obligations of
7 the United States and the State under this agreement.

8
9 4. State shall provide Participant with sufficient Historic Resources
10 Inventory Forms (DPR 523) and Historic Resources Data Encoding Sheets (DPR
11 660) to allow the Participant to complete one form and one sheet for each
12 property in the final inventory.

13
14 5. State shall provide written instructions for accomplishing specific
15 tasks of the survey, including but not limited to the completion of Historic
16 Resources Inventory Forms and Historic Resources Data Encoding Sheets.
17 Participant shall comply with such instructions.

18
19 6. During the performance of the survey, Participant shall select an
20 evaluation committee which shall review each completed inventory form (DPR
21 523) and assess the potential eligibility of the property described thereon
22 for the National Register of Historic Places. The Committee shall evaluate
23 each property for its individual significance and for its significance as a
24 part of a group of contiguous properties, i.e., as part of a district. The
25 Committee shall consist of persons who possess expertise in such fields as
26 history, architectural history, and urban design.

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1 7. No later than at the end of the project period, Participant shall
2 furnish to the State three copies of a final typewritten Completion Report
3 which discusses project goals and accomplishment thereof, methods, techniques
4 and management organization used, and any existing or immediately potential
5 use of the survey and inventory in a historic preservation element of the
6 applicable General Plan, as set forward in Government Code Section 65303(j) or
7 in the creation of a historic zone under Government Code Section 50280 ff, and
8 any other proposed uses of the survey results. Participant shall also furnish
9 at that time originals of completed inventory forms (DPR 523), including
10 photographs, and encoding sheets (DPR 660) for all properties included in the
11 Participant's final inventory and one set of maps of the survey area showing
12 the location of properties in the inventory.

13
14 The final Completion Report and any other publication resulting from
15 the project funded hereunder shall contain the following statement upon its
16 title page: "This publication was partially funded under the National
17 Historic Preservation Act of 1966 through the California Office of Historic
18 Preservation."

19
20 8. Participant shall offer copies of the final Completion Report,
21 inventory forms, and maps to a local governmental planning agency having
22 jurisdiction over the area in which the survey was conducted, on the condition
23 that such material shall be held available to the public and other
24 governmental agencies. In the event such offer is rejected, Participant shall
25 maintain such material itself, available to the public and governmental
26 agencies, and shall notify State of the location of such availability and/or
27 the planning agency which accepted the material. The Completion Report shall

1 detail implementation of protective measures, including recommended districts
2 and landmarks, design criteria, and review mechanisms.

3
4 9. Participant shall submit at least two billings. The first,
5 submitted by October 31 of the year this agreement was executed, shall
6 summarize project costs through September 30 of that year. The second,
7 submitted no later than at the end of the project period, shall summarize all
8 project costs. After receiving each billing, the State shall pay the least of
9 the following: 1) 50 percent of the amount of the total project costs
10 incurred during the billing period as shown on the billing; 2) the amount of
11 cash outlays made during the billing period as shown on the billing; 3) the
12 amount set forth as "Total Costs Supported by Federal Grant Funds under the
13 National Historic Preservation Act of 1966" in the "Project Funding" section
14 of this agreement. Participant may also submit supplemental billings as often
15 as monthly.

16
17 Participant shall base its billings upon the financial records
18 described in paragraph 13 below and shall submit the billings on the billing
19 statement form (DPR 417) prescribed by the State. The State need not make
20 payment on billings submitted in other formats. Participant shall submit
21 billings to: Office of Historic Preservation, Department of Parks and
22 Recreation, Post Office Box 2390, Sacramento, California 95811. Each billing
23 shall be submitted in quintuplicate, with one copy bearing the original
24 signature of the project representative.

25
26 The State may, at its option, delay final payment until the State
27 completes an audit of the project.

1 The State shall not be obliged to seek Federal funds to reimburse
2 Participant for work submitted to the State after the end of the project
3 period or for work not done in accordance with instructions provided by the
4 State.

5
6 Participant shall pay for and furnish not less than 50 percent of
7 the actual project costs. Non-monetary contribution may constitute part or
8 all of Participant's contribution.

9
10 Goods in the form of equipment, whether owned, purchased, leased, or
11 donated by either Participant or volunteers, will be valued on a use basis on
12 a depreciation schedule in accordance with Participant's normal accounting
13 procedures or actual costs of purchase or lease or prevailing costs of goods
14 if donated. Participant shall not purchase equipment having a unit cost
15 exceeding \$300 without prior approval of the State.

16
17 Goods in the form of supplies and material will be valued at actual
18 direct costs to Participant or, if donated, according to prevailing costs in
19 the marketplace.

20
21 Services will be valued in the actual amounts of salaries, wages,
22 and direct overhead costs expended on the project.

23
24 Volunteer services will be valued for contribution purposes at the
25 rates paid for similar technical skills and work in other activities of the
26 State.

27 ---

1 Records of personal services contributions, whether paid or
2 volunteer, shall include timesheets bearing the signature of the person whose
3 time is contributed and of his supervisor verifying that the record is
4 accurate.

5
6 11. Participant agrees to complete the Project in accordance with this
7 agreement. Modifications, alterations, or amendments to the Project Scope
8 must be approved in writing by State prior to disbursement of Federal grant
9 funds.

10
11 12. Upon prior notice, Participant shall permit periodic site and office
12 visits during regular office hours by State and Interior to determine if
13 survey work is in accordance with the guidelines and instructions furnished by
14 State.

15
16 13. Participant shall keep such records as State and Interior shall
17 prescribe including records which fully disclose the dispositions by the
18 Participant of Federal grant funds, total cost of the project, and the amount
19 and nature of that portion of the cost of the project supplied by other
20 sources, and such other records as will facilitate an effective audit.

21
22 14. During its regular office hours, Participant shall make such records
23 available to State and Interior for the purposes of inspection, copying and
24 audit. Participant shall provide copies of such records to the State if
25 requested to do so by the State and shall retain such records for three years
26 following project termination.

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1 15. No funds shall be payable by State hereunder if financial assistance
2 under any other Federal program or activity (not including Federal revenue
3 sharing funds and community block grants) are used as match on the Project,
4 and if Federal funds are paid by State hereunder.

5
6 16. Expenditure of funds and financial management by applicant will be
7 audited under the principles set forward in Office of Management and Budget
8 circulars A-87 and either A-102 or A-110. Reimbursements shall be made
9 accordingly. Participant agrees to make immediate monetary restitution of any
10 advanced funds for any disallowances of costs or expenditures or unauthorized
11 activities which are disclosed through audit or inspection by representatives
12 of State or Interior.

13
14 17. No officer or employee of Participant whose principal employment is
15 in connection with any activity which is financed in whole or in part pursuant
16 to this agreement shall take part in any of the political activity prescribed
17 in the Hatch Political Activity Act, 5 U.S.C. 118K, with the exceptions
18 therein enumerated.

19
20 18. Participant shall comply with the terms and intent of Title VI of
21 the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000d et seq., and any
22 applicable Federal regulations enacted pursuant thereto.

23
24 19. In the event of default by the Participant which default is not
25 cured by Participant within thirty days after receipt of written notice from
26 State, State may, in addition to any other remedies, complete, maintain, and
27 administer the project as the State may deem necessary to fulfill the

1 requirements of Interior and Participant agrees to reimburse the State for any
2 costs or expenses incurred by State thereby.

3
4 20. Participant hereby waives all claims and recourse against the State
5 including the right to contribution for loss or damage to persons or property
6 arising from, growing out of or in any way connected with or incident to this
7 agreement except claims arising from the concurrent or sole negligence of
8 State, its officers, agents, and employees.

9
10 Participant shall indemnify, hold harmless and defend State, its
11 officers, agents, and employees against any and all claims, demands, damages,
12 costs, expenses, or liability costs arising out of the completion of the
13 project which claims, demands, or causes of action arise under Government Code
14 Section 895.2 or otherwise, except for liability arising out of the concurrent
15 or sole negligence of State, its officers, agents, or employees.

16
17 In the event the State is named as codefendant under the provisions
18 of Government Code Section 895 et seq., the Participant shall notify State of
19 such fact and shall represent State in the legal action unless State
20 undertakes to represent itself as codefendant in such legal action in which
21 event State shall bear its own litigation costs, expenses, and attorney's fees.

22
23 In the event of judgment entered against State and Participant
24 because of the concurrent negligence of State and Participant, their officers,
25 agents, or employees, an apportionment of liability to pay such judgment shall
26 be made by a court of competent jurisdiction. Neither party shall request a
27 jury apportionment.

1 21. This agreement is executed in counterparts, each of which shall be
2 deemed a duplicate original.

3
4 22. This agreement may be amended or rescinded only by agreement in
5 writing executed by both of the parties hereto.

6
7 23. No part of the money appropriated by any enactment of Congress
8 shall, in the absence of express authorization by Congress, be used directly
9 or indirectly to pay for any personal service, advertisement, telegram,
10 telephone, letter, printed, or written matter or other device, intended or
11 designed to influence in any manner a Member of Congress, to favor or oppose,
12 by vote or otherwise, any legislation or appropriation by Congress, whether
13 before or after the introduction of any bill or resolution proposing such
14 legislation or appropriation; but this shall not prevent officers or employees
15 of the United States or of its departments or agencies from communicating to
16 Members of Congress on the request of any Member or to Congress, through
17 proper official channels, requests for legislation or appropriations which
18 they deem necessary for the efficient conduct of the public business.

19
20 24. The final Completion Report and any other publication resulting from
21 the project funded hereunder shall contain the following statement: "The
22 activity which is the subject of this (type of publication) has been financed
23 in part with Federal funds from the National Park Service, Department of the
24 Interior. However, the contents and opinions do not necessarily reflect the
25 views or policies of the Department of the Interior, nor does the mention of
26 trade names or commercial products constitute endorsement or recommendation by
27 the Department of the Interior."

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