

**Fund Transfer Agreement - Orange Blossom Trail** - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved a fund transfer agreement with the State of California, Department of Transportation, for the preparation of a conceptual plan for the Orange Blossom Trail and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Agreement - Kiosk Signs - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved an agreement with Inland Directional Sign for the design, maintenance and management of real-estate-for-sale "kiosk" signs and authorized the Mayor to execute, and the City Clerk to attest to, the document on behalf of the City.

Fee Waiver - Showmobile - American Cancer Society - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously approved the request for a fee waiver of \$1,100.00 in fees for the American Cancer Society for the two-day use of the City's Showmobile providing that certain other requirements noted in the rental contract are met for towing, set-up, deposit, insurance coverage and rental period.

AB 57 - Safe Routes to School - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously authorized the Mayor to sign a letter supporting Assembly Bill 57 which seeks to eliminate the sunset date for the Safe Routes to School program.

Proclamation - National CDBG Week 2007 - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously authorized issuance of a proclamation declaring the week of April 9-15, 2007, as National Community Development Week 2007.

Appointments - Street Tree Committee - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously reappointed Shelli Stockton to another four-year term on the Street Tree Committee ending February 16, 2011, as recommended by Mayor Harrison. On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously reappointed Char Burgess to another four-year term on the Street Tree Committee ending February 16, 2011, as recommended by Mayor Harrison (required a 4/5 vote of the City Council).

Proclamation - Relay for Life Weekend - On motion of Councilmember Gilbreath, seconded by Councilmember Gallagher, the City Council unanimously authorized issuance of a proclamation declaring the weekend of March 31-April 1, 2007, as Relay for Life Weekend.

## FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), ENTERED INTO ON March 1, 2007, is between the State of California, acting by and through its Department of Transportation, referred to herein as **DEPARTMENT**, and the City of Redlands, hereinafter referred to as **AGENCY**.

### RECITALS

1. **DEPARTMENT** and **AGENCY**, pursuant to Streets and Highways Code section 114 (b), are authorized to enter in this FTA pertaining to State funding committed for Transportation studies and planning under the jurisdiction of **AGENCY**.
2. **AGENCY** has agreed to implement the Orange Blossom Trail, hereinafter the Project, subject to the terms and conditions of this FTA. The Project Description (Scope of Work and Cost Estimate) is attached hereto as Attachment III.
3. The resolution adopting the Project described above, is attached hereto as Attachment II. This resolution authorizes **AGENCY** to execute contracts and agreements.
4. All services performed by **AGENCY** pursuant to this FTA are intended to be performed in accordance with all applicable Federal, State, and **AGENCY** laws, ordinances, regulations, and **DEPARTMENT** encroachment permits, published manuals, policies, and procedures.
5. Project funding is as follows:

| <u>FUND TITLE</u> | <u>FUND SOURCE</u>  | <u>DOLLAR AMOUNT</u> |
|-------------------|---------------------|----------------------|
| SHA               | State of California | \$68,300.00          |

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to PCC Section 10295.

### SECTION I

#### **AGENCY AGREES:**

1. To satisfactorily complete all Project Work described in Attachment III.
2. a. To comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
  1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **DEPARTMENT** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

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2. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  3. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  4. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  5. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  6. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. To use the State-owned data only for State purposes under this Agreement.
- c. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (SAM sec.4841.2(e)(6))

## **SECTION II**

### **DEPARTMENT AGREES:**

**DEPARTMENT** agrees that when conducting an audit of the costs claimed by **AGENCY** under the provisions of this FTA, **DEPARTMENT** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and applicable Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that such work is acceptable to **DEPARTMENT** when planning and conducting additional audits.

## **SECTION III**

### **IT IS MUTUALLY AGREED:**

In consideration of the foregoing and the mutual promises of the parties hereto, **AGENCY** and **DEPARTMENT** agree as follows:

#### **1. Notification of Parties**

- a. **AGENCY's** Project Manager is Jon Harrison, telephone (909) 798-7533.
- b. **DEPARTMENT's** Contract Manager is John Chiu, telephone (909) 388-7139.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Redlands  
Civic Center  
Attention: Jon Harrison  
P.O. Box 3005  
Redlands, CA 92373-1505

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California Department of Transportation  
District 8 Community Planning  
Attention: John Chiu  
464 West Fourth Street, 6<sup>th</sup> Floor  
San Bernardino, CA 92401-1400

2. **Period of Performance**

Work under this FTA shall begin on March 1, 2007, contingent upon approval of this FTA by **DEPARTMENT**, and will terminate on February 28, 2009, unless extended by amendment.

3. **Changes in Terms/Amendment**

This FTA may only be amended or modified by mutual written agreement of the parties.

4. **Termination**

This FTA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to **AGENCY** will include all authorized non-cancelable obligations and prior costs incurred

5. **Cost Limitation**

- a. The total amount payable to **AGENCY** pursuant to this FTA by **DEPARTMENT** shall not exceed \$68,300.00.
- b. It is agreed and understood that this FTA fund limit is an estimate and that **DEPARTMENT** will only reimburse the cost of services actually rendered as authorized by the **DEPARTMENT** Contract Manager at or below that fund limitation established hereinabove.

6. **Allowable Costs**

- a. The method of payment for this FTA will be based on actual allowable costs. **DEPARTMENT** will reimburse **AGENCY** for expended actual allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel (overhead is reimbursable only if the **AGENCY** has an approved indirect cost allocation plan) and contracted consultant services costs incurred by **AGENCY** in performance of the Project work, not to exceed the cost reimbursement limitation set forth in 5.a, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment III without prior written agreement between **DEPARTMENT** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in the performance of the Project work. **AGENCY** must not only have incurred the expenditures on or after the Effective Date of this FTA and before the Termination Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates are not commercially available to **AGENCY**, or its

contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.

- d. **DEPARTMENT** will reimburse **AGENCY** for all allowable Project costs no more frequently than monthly in arrears as promptly as **DEPARTMENT** fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference this FTA Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation  
District 8 Community Planning  
Attention: John Chiu  
464 West Fourth Street, 6<sup>th</sup> Floor  
San Bernardino, CA 92401-1400

- e. Invoices shall include the following information:

1. Names of the **AGENCY** Personnel performing work
2. Dates of Service
3. Locations of Service (**AGENCY** - address)

7. **Reports**

- a. **AGENCY** shall submit written progress reports with each set of invoices to allow the **DEPARTMENT's** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- b. Any document or written report prepared as a requirement of this FTA shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.
- c. **AGENCY** will provide five (5) copies and one (1) electronic version of the final written report to the **DEPARTMENT's** Contract Manager.

8. **Local Match Funds**

- a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the start date and prior to the termination date of this FTA, unless expressly permitted as local match expenditures made prior to the effective date of this FTA pursuant to Government Code section 14529.17 or by prior executed SB 2800 FTA for Local Match Fund Credit.
- b. **AGENCY** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than state or federal funds), if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in Attachment III or the amount, if any described in an executed SB 2800 (Streets and Highways Code Section 164.53) agreement for local match fund credit, whichever is greater. **AGENCY** shall contribute not less than its required match amount toward the services described herein on a

proportional monthly or quarterly basis coinciding with its usual invoicing frequency.

9. **Cost Principles**

- a. **AGENCY** agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq.*, shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **AGENCY** to **DEPARTMENT**. Should **AGENCY** fail to reimburse moneys due **DEPARTMENT** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, **DEPARTMENT** is authorized to intercept and withhold future payments due **AGENCY** from **DEPARTMENT** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. **AGENCY** agrees to include Project in the schedule of projects to be examined in **AGENCY**'s annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.
- e. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to the **DEPARTMENT** an indirect cost rate proposal and a central service costs allocation plan (if any) in accordance with Office of Management and Budget Circular A-87 and Local Program Procedures Manual (LLP 04-10).

10. **Americans with Disabilities Act**

By signing this FTA **AGENCY** assures **DEPARTMENT** that it complies with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)

11. **Indemnification**

- a. Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability

of either party to the agreement by imposing any standard of care with respect to the operation, maintenance and repair of State highways different from the standard of care imposed by law.

- b. Neither **DEPARTMENT** nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by **AGENCY** under or in connection with any work, authority or jurisdiction delegated to **AGENCY** under this FTA. It is understood and agreed that, pursuant to Government Code section 895.4, **AGENCY** shall fully defend, indemnify and save harmless **DEPARTMENT**, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by **AGENCY** under or in connection with any work, authority or jurisdiction delegated to **AGENCY** under this FTA.

## 12. Non-Discrimination

- a. During the performance of this FTA, **AGENCY** and all of its subcontractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. **AGENCY** and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **AGENCY** and its sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. **AGENCY** and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

## 13. Funding Requirements

- a. It is mutually understood between the parties that this FTA may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the FTA was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- b. This FTA is valid and enforceable only if sufficient funds are made available to **DEPARTMENT** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this FTA is subject to any additional restrictions, limitations, conditions, or any statute enacted by the

Congress or the State Legislature that may affect the provisions, terms or funding of this FTA in any manner.

- c. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this FTA shall be amended to reflect any reduction in funds.
- d. **DEPARTMENT** has the option to void this FTA under the thirty (30) day termination clause or to amend this FTA to reflect any reduction of funds. In the event of an unscheduled termination, the **DEPARTMENT** Contract Manager may reimburse **AGENCY** in accordance with the provisions of Article 4 of this Section III.

#### 14. Records Retention

- a. **AGENCY**, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of **AGENCY**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors and subcontractors connected with Project performance under this FTA shall be maintained for a minimum of three years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **DEPARTMENT**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, and its subcontractors upon receipt of any request made by **DEPARTMENT** or its agents. In conducting an audit of the costs and match credits claimed under this FTA, **DEPARTMENT** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **DEPARTMENT** when planning and conducting additional audits.
- b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of **AGENCY's** contracts with third parties pursuant to Government Code section 8546.7, **AGENCY**, **AGENCY's** contractors and subcontractors and **DEPARTMENT** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to **AGENCY** under this FTA. **DEPARTMENT**, the California State Auditor, or any duly authorized representative of **DEPARTMENT** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- c. **AGENCY**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and

other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **DEPARTMENT**, for the purpose of any investigation to ascertain compliance with this FTA.

15. **Disputes**

- a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the **DEPARTMENT** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**.
- b. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the FTA.

16. **Subcontractors**

**AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by **DEPARTMENT's** Contract Manager, unless expressly included (subcontractor identified) in Attachment III. Any subcontract in excess of \$25,000 entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to **AGENCY's** subcontractors.

17. **Third Party Contracting**

- a. **AGENCY** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this FTA without the prior written approval of **DEPARTMENT**. Contracts awarded by **AGENCY**, if intended as local match credit, must meet the requirements set forth in this FTA regarding local match funds.
- b. Any subcontract entered into by **AGENCY** as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.
- c. If local match is a requirement of these funds, **AGENCY** must ensure that local match funds used for the Project meet the requirements outlined in this FTA in the same manner as is required of all other Project expenditures.
- d. In addition to the above, the preaward requirements of third party contractor/consultants with local agencies must be consistent with Local Program Policy (LPP 00-05).

18. **Labor Code Compliance**

**AGENCY** shall include in all subcontracts funded by this FTA which contemplates the actual construction of a public works project paid for by funds allocated under this FTA, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works projects (as defined in California

Labor Code 1720-1815) will be paid not less than the general prevailing wage rates predetermined by the Director of the State Department of Industrial Relations.

**19. Disabled Veterans Business Enterprise**

- a. Should Military and Veterans Code sections 999 *et seq.* be applicable to **AGENCY**, **AGENCY** will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or **AGENCY's** applicable higher goals) in the award of every contract for Project work to be performed under this FTA.
- b. **AGENCY** shall have the sole duty and authority under this FTA and each amendment to determine whether these referenced code sections are applicable to **AGENCY** and, if so, whether good faith efforts asserted by those contractors of **AGENCY** were sufficient as outlined in Military and Veterans Code sections 999 *et seq.*

**20. Drug-Free Workplace Certification**

By signing this FTA, **AGENCY** hereby certifies under penalty of perjury under the laws of the State of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 *et seq.*) and will provide a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
  1. the dangers of drug abuse in the workplace,
  2. the person's or organization's policy of maintaining a drug-free workplace,
  3. any available counseling, rehabilitation, and employee assistance programs, and
  4. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
  1. will receive a copy of the company's drug-free policy statement, and
  2. will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **DEPARTMENT** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

**21. Relationship of Parties**

It is expressly understood that this is an agreement is executed by and between two independent governmental entities and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

**22. Equipment Purchase (By AGENCY)**

- a. Prior authorization in writing by the **DEPARTMENT** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or subagreement exceeding \$500 for supplies, equipment, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For the purchase of any item, service or consulting work not covered in the attached Project Description (Attachment III) and exceeding \$500, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the **DEPARTMENT's** Contract Manager.
- c. Any equipment purchased as a result of this FTA is subject to the following: **AGENCY** shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this FTA. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on sale, in accordance with established **DEPARTMENT** procedures, purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to **DEPARTMENT** upon request by **DEPARTMENT**.
- d. At the conclusion of the FTA, or if the FTA is terminated, **AGENCY** may either keep the equipment and credit **DEPARTMENT** in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established **DEPARTMENT** procedures and credit **DEPARTMENT** in an amount equal to the sales price. If **AGENCY** elects to keep the equipment, fair market value shall be determined, at **AGENCY** expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to **DEPARTMENT** and **AGENCY**. If **AGENCY** is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by **DEPARTMENT**.
- e. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.
- f. Any subagreement entered into as a result of this FTA shall contain all of the provisions of this Article.

**23. Disabled Access Review**

Disabled access review by the Department of General Services (Office of State Architect) is required for the construction of all publicly funded buildings, structures, sidewalks, curbs and related facilities. No construction contract will be awarded by **AGENCY** unless **AGENCY** plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101, et. seq.).

**24. Fire Marshal Review**

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any **DEPARTMENT** owned or **DEPARTMENT** occupied buildings per Section 13108 of the Health and Safety Code. When applicable, **AGENCY** must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with **DEPARTMENT** fire protection standards.

**25. Environmental Clearance**

Environmental clearance of Project by **AGENCY** and/or **DEPARTMENT** is required prior to requesting funds for right of way purchase or construction. No department or agency shall request funds nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code section 21102. The California Environmental Quality Act (CEQA), in California Public Resources Code section 21080(b)(10), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

**26. Public Work**

If this Project will result in the construction, alteration, modification or maintenance of a "Public Work," as that term is defined in the Labor Code, then **AGENCY** must conform to the provisions of the Labor Code applicable to Public Works as set forth in said sections 1720 through 1815, all applicable regulations of the Department of Industrial Relations, and determinations of coverage as issued by the Director of Industrial Relations.

**27. Project Close Out**

The FTA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the FTA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **DEPARTMENT** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

**ATTACHMENTS:**

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

- I. Accounting & Audit Guidelines
- II. **AGENCY** Resolution
- III. Scope of Work, Schedule, and Costs

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By: 

Title: Contract Officer

Date: 3/29/07

**CITY OF REDLANDS**

By: 

Title: City Manager, City of Redlands

Date: March 28, 2007

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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# **ACCOUNTING & AUDIT GUIDELINES FOR CONTRACTS WITH CALTRANS**

## **INTRODUCTION**

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

## **ACCOUNTING SYSTEM**

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to Caltrans are:
  - a. Supported by adequate documentation.
  - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
  - a. A General Ledger
  - b. Job cost ledger
  - c. Labor distributions
  - d. Time records
  - e. Subsidiary journals

- f. Chart of accounts
- g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
  - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
  - b. Segregation of costs by contract, category of cost and milestones (if applicable).
  - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
  - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
  - e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
  - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
- Procedures to monitor and adjust projected overhead rates to actual rates.
- Controls to ensure that written approval is obtained prior to any changes to the contract.
- Procedures to retain accounting records and source documentation as required by the terms of the contract.
- A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
  - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.

- b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
- c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
- d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
  - Timesheets be prepared, signed, and dated by all employees.
  - Timesheets be completed in non-erasable ink.
  - Timesheet corrections be crossed-out and initialed by the employee.
  - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

## **AUDITS**

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits:

### **PREAWARD AUDITS**

Prior to the award of a contract, the Caltrans Audits Office will conduct a preaward evaluation to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. It alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

### **INTERIM AUDITS**

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the

contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

## **POST AUDITS**

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's system of internal controls. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be made. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

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## **AUDIT CRITERIA**

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

### Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents  
Government Printing Office  
Washington, DC 20402

(202) 783-3238

### California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Documents and Publications  
Office of Procurement  
Department of General Services  
P.O. Box 1015  
North Highlands, CA 95660

(916) 973-3700

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building  
914 Capitol Mall  
P. O. Box 942837  
Sacramento, CA 94237-0001  
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

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Caltrans is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation,

age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals.

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**RESOLUTION NO. 6550****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA ACCEPTING THE LOCAL MATCH REQUIREMENT OF CALTRANS' COMMUNITY BASED TRANSPORTATION PLANNING GRANT (CBTP) FOR THE ORANGE BLOSSOM TRAIL/EAST VALLEY CITRUS HERITAGE LINEAR PARK AND TRAIL AND TRAIL AND RESCINDING RESOLUTION NO. 6530**

WHEREAS, the City of Redlands ("City") and the County of San Bernardino ("County") applied for and were awarded a grant from the California Department of Transportation to prepare a conceptual plan for the development of a trail through the City and the unincorporated area of the County that will connect to the Santa Ana River Trail; and

WHEREAS, the City and the County seek to combine their resources and respective grant funding to conduct technical analyses, undertake public outreach, prepare the refined concept plan, transit operating plan, design documents and conceptual design plans for the trail which is commonly referred to as the "Orange Blossom Trail/East Valley Citrus Heritage Linear Park and Trail" (the "Orange Blossom Trail"); and

WHEREAS, the City and County propose to enter into a memorandum of understanding to document their respective rights and obligations with regard to the development of the Orange Blossom Trail; and

WHEREAS, the Board of Supervisors of the County proposes to adopt a resolution to confirm the establishment of the division of labor and cost sharing to complete the conceptual plan for the Orange Blossom Trail;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Manager of the City is hereby authorized and empowered to execute all documents, including contracts, subcontracts, agreements, extensions, renewals and/or amendments required which may be necessary to carry out and administer all obligations, responsibilities and duties under the grant upon receipt of a fully executed resolution signed by the Chairman of the Board of Supervisors of the County;

Section 2. The City's Finance Director is hereby authorized to establish a separate interest-bearing grant fund account as needed;

Section 3. The City's Finance Director is also hereby authorized to include the Orange Blossom Trail in the City of Redlands' Fiscal Year Capital Improvements Program upon receipt of a fully executed program supplement;

Section 4. The City's Finance Director is also hereby authorized to appropriate and to expend funds for the Orange Blossom Trail Grant for the purpose of preparing a conceptual design plan;

**FY 2006/2007 CBTP**

Grant Funds Requested: \$68,300.00

Cash Local Match:

|                                  |             |
|----------------------------------|-------------|
| City of Redlands                 | \$ 2,100.00 |
| (Natural Resource Administrator) |             |
| Redlands Conservancy             | \$ 5,000.00 |
| County of San Bernardino         | \$ 3,100.00 |

In-Kind Local Match:

|                          |             |
|--------------------------|-------------|
| City of Redlands         | \$15,700.00 |
| County of San Bernardino | \$ 3,500.00 |

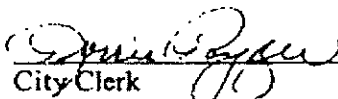
Total Grant: \$68,300.00 \$29,400.00 \$97,700.00

Section 5. Resolution 6530 is hereby rescinded.

**ADOPTED, SIGNED AND APPROVED** this 3rd Day of October, 2006.

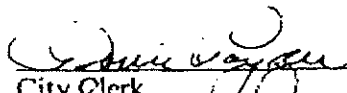
  
\_\_\_\_\_  
Mayor of the City of Redlands

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

I, Lorrie Poyzer, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was adopted by the City Council at a regular meeting thereof, held on the 3rd day of October, 2006 by the following vote:

AYES: Councilmembers Gilbreath, Gil, Gallagher, Aguilar; Mayor Harrison  
NOES: None  
ABSENT: None  
ABSTAIN: None

  
\_\_\_\_\_  
City Clerk



## REDLANDS CONSERVANCY

P O Box 855, Redlands CA 92373; (909) 792-1800; (909) 389-7810  
[www.redlandsconservancy.com](http://www.redlandsconservancy.com)

*Our Land ~ Our Heritage*

ATTN: Mary Petite  
City of Redlands  
P O Box 3005  
Redlands CA 92373

August 10, 2006

ATTN: Mary Petite  
Re: Redlands Conservancy's involvement with the Orange Blossom Trail (Rail Trail) Project

Dear Mary Petite,

The Redlands Conservancy adopted the Orange Blossom Trail Project in 2004. The Board of Directors unanimously agreed that the project's objective to adaptively reuse active or abandoned rail beds and flood control easements and convert them to a multi-use trail system through Redlands fits neatly with the Redlands Conservancy's mission and goals.

The Redlands Conservancy provides accounting services for the Orange Blossom Trail Project, receiving and disbursing funds into and from a separate account. Redlands Conservancy also provides staff support to develop and disseminate promotional materials including press releases and displays. In addition, Redlands Conservancy assists the project in the sponsorship of the semi-annual Trails at 10 Series, a series of walk-bike-or-ride excursions on Redlands' existing and proposed trails.

The Redlands Conservancy anticipates continued support for the Orange Blossom Trail Project through its establishment, and intends to encourage volunteer contributions of time and money to facilitate the completion of the project.

Regards,

Sherli Leonard, Executive Director

REC # 5113CITY OF REDLANDS  
REDLANDS, CALIFORNIA  
**CASH TRANSMITTAL LETTER**DATE: 11/14/06

TO: OFFICE OF THE CITY TREASURER

FROM: Finance DEPARTMENT

## COMPOSITION OF AMOUNT ENCLOSED

CASH \$ \_\_\_\_\_

You are instructed to deposit  
this total and that it be  
distributed as  
indicated below

CHECKS \$ 5,000.00  
(LIST OR REVERSE)TOTAL \$ 5,000.00

| FUND                     | AMOUNT      |
|--------------------------|-------------|
| 2400 240300-3590 47015   | \$ 5,000.00 |
|                          |             |
|                          |             |
|                          |             |
|                          |             |
|                          |             |
| TOTAL AMOUNT DISTRIBUTED | \$ 5,000.00 |

## DETAIL:

Donation from Redlands Conservancy  
for Orange Blossom Trail.

NOV 14 2006

INITIALS OF  
PERSON  
PREPARING

APPROVED: [Signature]

(AUTOMATED DEPARTMENT SIGNATURE)

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

November 21, 2006

**FROM:** THOMAS A. POTTER, Director  
Regional Parks Department

**SUBJECT:** ORANGE BLOSSOM TRAIL PLANNING GRANT

**RECOMMENDATION:**

1. Authorize the County to be a joint recipient with the City of Redlands of a Transportation Planning Grant from Caltrans in the amount of \$68,300 for use in preparing a conceptual plan for the "Orange Blossom Trail/East Valley Citrus Heritage Linear Park and Trail".
2. Approve Memorandum of Understanding (MOU) Agreement No. 06-1118 with the City of Redlands to specify respective obligations related to the Transportation Planning Grant for the "Orange Blossom Trail/East Valley Citrus Heritage Linear Park and Trail" in the Mentone/City of Redlands area.

**BACKGROUND INFORMATION:** On October 25, 2005, the Board of Supervisors ratified the action that authorized the submittal of a joint application with the City of Redlands (City). This application requested a Community-Based Transportation Planning Grant through Caltrans to finance the cost of preparing a conceptual plan for the "Orange Blossom Trail/East Valley Citrus Heritage Linear Park and Trail" in the Redlands and Mentone area. The planning grant was subsequently approved by Caltrans. Therefore, the City and County now desire to set forth the respective rights and obligations with respect to the grant and trail project.

In accordance with this proposed MOU, the City agrees to be the lead agency for grant management and administration. The City will also act as the project lead to complete the planning and design of the approximately nine mile non-motorized, multi-use trail proposed to be constructed through the City and the unincorporated area of the County known as Mentone. The City will contribute \$2,100 in cash and \$15,700 of in-kind services. The County agrees to contribute \$3,100 in cash, as well as assign a staff representative to serve as the principal contact to provide information for the project and attend planning meetings as part of a \$3,500 in-kind services contribution.

**REVIEW BY OTHERS:** This item was reviewed by County Counsel (Deputy County Counsel Fiona Luke, 387-5474) on November 7, 2006 and the County Administrative Office (Tom Forster, Administrative Analyst, 387-4635) on November 14, 2006.

Page 1 of 2

CC: Parks - Snelgrove w/MOU  
Contractor c/o Parks w/MOU  
ACR - Mejico w/MOU  
IDS w/MOU  
Risk Management  
Parks - Potter  
Board of Retirement - Barrett  
County Counsel - Luke  
CAO - Forster

File w/Agreement No. 06-1118

mb (11/21/06)

Record of Action of the Board of Supervisors  
AGREEMENT NO. 06-1118

APPROVED (CONSENT CALENDAR)

BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO

|        |     |        |     |      |        |
|--------|-----|--------|-----|------|--------|
| MOTION | AYE | ABSENT | AYE | MOVE | SECOND |
|        | 2   | 3      | 4   | 5    | 5      |

DENA M. SMITH, CLERK OF THE BOARD

BY \_\_\_\_\_

DATED: November 21, 2006

**ORIGINAL**

County of San Bernardino

F A S

STANDARD CONTRACT

## FOR COUNTY USE ONLY

| <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Change<br><input type="checkbox"/> Cancel                                                                           |             | Vendor Code                       |             | SC                              |                                                                                                                                                                                                                                                                                                                                                                                                                        | Dept<br>CCP A         |                      | Contract Number<br>06-1118 |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------------------|-------------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|----------------------------|--|----|--------|-----|----|--------|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| County Department<br>Regional Parks                                                                                                                                                     |             |                                   |             | Dept<br>CCP                     |                                                                                                                                                                                                                                                                                                                                                                                                                        | Orgn<br>CCP           |                      | Contractor's License No    |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| County Department Contract Representative<br>Maureen Snelgrove                                                                                                                          |             |                                   |             | Telephone<br>(909)387-2591      |                                                                                                                                                                                                                                                                                                                                                                                                                        | Total Contract Amount |                      |                            |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Contract Type<br><input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other FUNDING AGREEMENT |             |                                   |             |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |                      |                            |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| If not encumbered or revenue contract type, provide reason:                                                                                                                             |             |                                   |             |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |                      |                            |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Commodity Code                                                                                                                                                                          |             | Contract Start Date<br>11/15/2006 |             | Contract End Date<br>11/14/2009 |                                                                                                                                                                                                                                                                                                                                                                                                                        | Original Amount<br>\$ |                      | Amendment Amount<br>\$     |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Fund<br>AAA                                                                                                                                                                             | Dept<br>CCP | Organization<br>ADM               | Appr<br>200 | Obj/Rev Source<br>2400          | GRC/PROJ/JOB No                                                                                                                                                                                                                                                                                                                                                                                                        |                       | Amount<br>\$ 3100.00 |                            |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Fund                                                                                                                                                                                    | Dept        | Organization                      | Appr        | Obj/Rev Source                  | GRC/PROJ/JOB No                                                                                                                                                                                                                                                                                                                                                                                                        |                       | Amount<br>\$         |                            |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Fund                                                                                                                                                                                    | Dept        | Organization                      | Appr        | Obj/Rev Source                  | GRC/PROJ/JOB No                                                                                                                                                                                                                                                                                                                                                                                                        |                       | Amount<br>\$         |                            |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Project Name<br>ORANGE BLOSSOM<br>TRAIL /<br>FAST VALLEY CITRUS<br>HERITAGE PARK & TRAIL                                                                                                |             |                                   |             |                                 | Estimated Payment Total by Fiscal Year<br><table border="1"> <thead> <tr> <th>FY</th> <th>Amount</th> <th>I/D</th> <th>FY</th> <th>Amount</th> <th>I/D</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> |                       |                      |                            |  | FY | Amount | I/D | FY | Amount | I/D |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| FY                                                                                                                                                                                      | Amount      | I/D                               | FY          | Amount                          | I/D                                                                                                                                                                                                                                                                                                                                                                                                                    |                       |                      |                            |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                         |             |                                   |             |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |                      |                            |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                         |             |                                   |             |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |                      |                            |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                         |             |                                   |             |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                        |                       |                      |                            |  |    |        |     |    |        |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

CITY OF REDLANDS

hereinafter called CITY

Address

P.O. BOX 3005

REDLANDS, CA 92373

Telephone

(909) 798 - 7533

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda if any.)

This memorandum of understanding ("MOU") relating to the design of the Orange Blossom Trail/East Valley Citrus Heritage Linear Park and Trail is entered into this 7th day of November, 2006, ("Effective Date") by and between the City of Redlands, a municipal corporation ("City") and the County of San Bernardino, a political subdivision of the State of California ("County").

**RECITALS**

WHEREAS, the City and County recognize that civic pride and community stability are enhanced by the ability of their respective residents to access recreational facilities; and

**Auditor/Controller-Recorder Use Only**

|                                                          |                                          |
|----------------------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Contract Database<br>Input Date | <input type="checkbox"/> FAS<br>Keyed By |
|----------------------------------------------------------|------------------------------------------|

WHEREAS, the City and County desire to plan and design the "Orange Blossom Trail/East Valley Citrus Heritage Linear Park and Trail," which is an approximately nine mile non-motorized, multi-use trail that is proposed to be constructed through the City and the unincorporated area of the County commonly known as Mentone, to connect to the Santa Ana River Trail ("Trail Project"); and

WHEREAS, the Trail Project serves City and County purposes by helping to meet the social and recreational needs of the City's and County's residents by providing such residents with an opportunity to enjoy outdoor activities; and

WHEREAS, the City and County submitted a grant application to the State of California Department of Transportation for a Caltrans Community-Based Transportation Planning Grant (the "Grant") to fund the design of the Trail Project; and

WHEREAS, the City, as Recipient, and the County, as Sub-recipient, were jointly awarded the Grant in the amount of Sixty Eight Thousand Three Hundred Dollars (\$68,300) on June 8, 2006; and

WHEREAS, the City and County wish to agree to undertake certain financial and other obligations in connection with the Grant and the Trail Project as specified herein; and

WHEREAS, the purpose of this MOU is to set forth the respective rights and obligations of the City and County in with respect to the Grant and the Trail Project, including the undertaking of a study to determine the preferred alignment for the Trail Project; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and as described in the Grant Application, Section 6 Project Scope, (Attachment A) the City of Redlands and the County of San Bernardino agree as follows:

The City agrees to:

1. Act as lead agency for the grant management/administration and act as project lead.
2. The City shall be responsible for a cash contribution of Two Thousand One Hundred (\$2,100).
3. The City shall be responsible for providing "in-kind" services having a value of Fifteen Thousand Seven Hundred Dollars (\$15,700).

The County agrees to:

1. The County shall be responsible for providing a cash contribution of Three Thousand One Hundred Dollars (\$3,100). The County shall pay such amount to the City within thirty (30) days of the Effective Date of this MOU.
2. The County shall be responsible for providing "in-kind" services having a value of Three Thousand Five Hundred Dollars (\$3,500).

Both the City and County agree to:

1. Agreement Duration. Subject to earlier termination as provided herein, this Agreement shall be in effect from November 15, 2006 through November 14, 2009, except for provisions, which, by their terms remain in effect.
2. Designee. The City and County shall each designate a staff representative who shall serve as the principal contact for the purpose of providing information, reporting and monitoring the performance of such Party's obligations under this MOU.
3. Agency Authority. The City and County each warrant to the other that it possesses the legal authority to accept the Grant and to carry out the terms and conditions of the Grant and this MOU. The City and County further each warrant to the other that a resolution, motion or similar action has been duly adopted or passed as an official act of each agency's governing body, authorizing the execution and performance of this MOU.
4. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California.
5. City covenants that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and with Title VI of that Act, providing, in part, that no person in the United States shall on the grounds of race, color, sex, or national origin, be excluded

Auditor/Controller-Recorder Use Only

|                                            |                              |
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| <input type="checkbox"/> Contract Database | <input type="checkbox"/> FAS |
| Input Date                                 | Keyed By                     |

from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives funding herein. City will immediately take any measures necessary to effectuate this covenant.

6. City shall provide equal employment and career advancement opportunities for minorities and women. In addition, City shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly as a result of this program.

City shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy 15-01 and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

7. Insurance And Indemnification Clause:

A. Indemnification - In addition to the complying with the insurance provisions herein, the City shall defend, indemnify, and hold harmless the County and its elected officials, officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from the City's negligent acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

The County shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from the County's negligent acts, errors or omissions and for any costs or expenses incurred by the City on account of any claim therefore, except where such indemnification is prohibited by law.

In the event that the County and/or City is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this MOU, the County and/or City shall indemnify the other to the extent of its comparative fault.

Furthermore, if the County or City attempts to seek recovery from the other for Worker's Compensation benefits paid to an employee, the County and City agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

B. Additional Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form.

C. Waiver of Subrogation Rights - The City shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the City and City's employees or agents from waiving the right of subrogation prior to a loss or claim. The City hereby waives all rights of subrogation against the COUNTY.

D. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance program carried or administered by the County.

E. Severability of Interests - The City agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the City and the County or between the County and any other insured or additional insured under the policy.

F. Proof of Coverage - City shall immediately furnish the above-required certificates of insurance to the Regional Parks Department, no later than ten days after the City's approval of this Agreement.

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☐ Contract Database

☐ FAS

Input Date

Keyed By

G. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers with a minimum "Best" Insurance Guide rating of "A- VII".

H. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.

I. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract.

J. Insurance Review - Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee 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 the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be mutually agreed to by the City and County.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

8. Insurance Specifications – The City agrees to provide insurance set forth in accordance with the requirements herein. If the City uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the City agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the City shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

A. Workers' Compensation/Employers Liability – 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 including volunteers providing services on behalf of the City and all risks to such persons under this contract.

B. Special Excess for Public Entities Liability Insurance – The City shall carry General Liability Insurance covering all operations performed by or on behalf of the City providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence.

C. Umbrella Liability Insurance An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be mutually agreed to by the City and County.

D. Self-Insurance: In lieu of the foregoing, the City can provide evidence of self-insurance for the amount set forth in this agreement.

9. Independent Contractor. This Agreement is by and between County and City and is not intended, and shall not be construed to create the relationship of agent, servant employee, partnership, joint venture, or association between County and City. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever

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City is and shall be deemed to be at all times an independent contractor. County shall not be liable for any acts of City and nothing herein contained shall be construed as creating the relationship of employer and employee between the parties.

- A. City agrees to be solely responsible for all matters relating to its employees and contractors, including payment, compliance with Social Security, withholding, and payment of any and all federal, State and local and personal income taxes, disability insurance, unemployment, and other taxes for such persons, including any related assessments or contributions required by law, and all other regulations governing such matters.
  - B. The employees and agents of each party, and those of their respective customers, shall, while on the premises of the other, comply with all rules and regulations of the premises, including security requirements.
  - C. City shall contract for all necessary services to complete authorized Project, and agrees to comply with all applicable local, County, State and federal regulations and statutes.
10. **Prohibited Activities:** City further covenants that it will comply with the requirement that no program under this Contract shall involve political activities. No funds shall be used for lobbying activities.
  11. **Right To Monitor:** County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of City in the delivery of services provided under this Agreement. Full cooperation shall be given by City in any auditing or monitoring conducted.
  12. **Entire Contract:** This Agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms hereof and supersedes any and all prior and contemporaneous agreements and understandings. This Agreement may be changed or modified only upon the written consent of the parties hereto.
  13. **Amendments:** Except as herein provided, changes in the terms of this Agreement shall not be valid unless made in the form of written amendment to this contract executed by both parties and approved by the County of San Bernardino Board of Supervisors.
  14. **Severability Of Provisions:** If any provision of this Agreement is held to be invalid by the final decision of a court of competent jurisdiction, the remainder of this Agreement shall not be affected.
  15. **Termination For Convenience:** County may terminate the Agreement in the whole or in part when such action is deemed by County to be in its best interest. Termination of work hereunder shall be affected by delivery to City of a Notice of Termination specifying the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be at least thirty (30) days after notice is sent.
  16. **Assignment:** City shall not assign this Agreement or any monies due or to become due hereunder except as specified in the terms of this Agreement, without having first obtained the written consent of County. Any unexpected funds remaining upon completion of the term of the contract shall be returned to the County.
  17. **Disclosure Of Information:** All information received by the County from any source concerning this Agreement, including the Agreement itself, may be treated by the County as public information subject to disclosure under the provisions of the California Public Record Act, Government Code Section 6250 et seq. (the "Public Records Act"). City understands that although all materials received by the County in connection with this Agreement are intended for the exclusive use of the County, they are potentially subject to disclosure under the provisions of the Public Records Act.
  18. **Former County Officials:** City agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent City. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or

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representation of City. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

19. Inaccuracies Or Misrepresentations: If during the course of the administration of this agreement, the County determines that the City has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

END OF MOU.

AGREE NO. 06-1118  
ITEM# 038

COUNTY OF SAN BERNARDINO

By [Signature]  
Bill Postmus, Chairman, Board of Supervisors

Dated: NOV 27 2006

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

Dena M. Smith  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By [Signature]  
COUNTY OF SAN BERNARDINO

CITY OF REDLANDS

(Print or type name of corporation, company, contractor, etc.)

By [Signature]  
(Authorized signature - sign in blue ink)

Name Jon Harrison  
(Print or type name of person signing contract)

Title Mayor  
(Print or Type)

Dated: November 7, 2006

ATTEST: [Signature]

Address Lorrie Boyer, City Clerk  
35 Cajon St, Ste 4 (Box 3005-Mailing)  
Redlands, CA 92373

Approved as to Legal Form

County Counsel

Date Nov 14, 2006

Reviewed by Contract Compliance

Date 11/14/06

Presented to BOS for Signature

Department Head

Date 11-14-06

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| Input Date                                 | Keyed By                     |

**Orange Blossom Trail**  
**Planning Project Work Program**  
**Caltrans CBTP Grant**

**Concise Project Summary**

The East Valley Citrus Heritage Linear Park and Trail (aka Orange Blossom Trail or OBT) is a joint effort between the City of Redlands and the County of San Bernardino. The project will revitalize portions of the AT&SF railroad corridor, the historic Zanja irrigation channel, and other flood control facilities to create a 9.0 mile multi-use trail through the communities of Redlands and Mentone. It will provide a safe, non-motorized connection of current and future residential areas in these communities with their education, shopping and employment centers, and the future Metrolink extension to Redlands. The trail will provide economic, recreational and open space benefits to the two communities as well as the eastern San Bernardino Valley. The Orange Blossom trail will connect at each end with the Santa Ana River Trail (SART), a major recreational trail in Southern California providing linkage to surrounding park and open space areas.

**Updated Scope of Work**

**Task 1 – RFP Consultant Selection/Start**

The City of Redlands will prepare an RFP to obtain the services of a consultant to assist with preparation of the Project Planning Document and Conceptual Alignment. The City will issue the RFP, and a selection committee including the City, County, Redlands Conservancy, and other stakeholder representatives will select the preferred consultant. The City will prepare and execute the contract. The City and County will also establish a project steering committee of stakeholders that will participate in review of consultant products during subsequent tasks.

|                       |                                                                                                        |
|-----------------------|--------------------------------------------------------------------------------------------------------|
| Responsible Party:    | City of Redlands, County of San Bernardino, Redlands Conservancy                                       |
| Deliverable products: | RFP<br>Selection and contracting of trail planning consultant,<br>Establish project steering committee |

**Task 2 – Project Start, Field Survey, and Site Visits**

A Project Startup meeting will be held and be attended by the Consultant, City, County and Steering Committee. City and County will establish and participate in the project Steering Committee of stakeholders. Schedule, responsibilities and deliverable will be reviewed. The schedule and locations for community outreach meetings will be set, and the publicity for these meetings will be initiated. The Consultant will review existing project documents and related materials provided by City and County. A digital format base map in GIS format will be prepared as described in Task 3. It will be used in this task in both digital and hard copy format to support the field survey and site visit activities. Hardcopy plots of the base map at a scale of not less than 1 inch = 1,000 feet needed by the Consultant for this task will be provided by the City. A digital version of the base map information will also be available to support activities in this task. The base map will include the rail and flood control ROWs and surrounding areas needed for the field survey and site visit.

The Consultant will conduct a field inventory and site visit of the ROWs to determine opportunities and constraints along the routes. The Consultant will conduct discussions with ROW owners (SANBAG,

Flood Control District and City of Redlands for street ROWs) to identify other constraints and opportunities. The Consultant will also inventory potential connector routes to destinations, such as schools and parks that may be accessed from the Project, to identify similar opportunities and constraints.

The Consultant will provide a standard questionnaire to be administered by the Steering Committee and volunteers. The Steering Committee/volunteers will interview neighbors and businesses along the route to determine community attitudes and desires relative to the Project. The Steering Committee/volunteers will compile the interview results.

The Consultant will conduct a wrap-up meeting with the Steering Committee to review results of the field inventory/site visit and interviews. The Consultant will prepare a brief written summary of the activities and findings of Task 2 to accompany the inventory map.

|                       |                                      |
|-----------------------|--------------------------------------|
| Responsible Party:    | Consultant                           |
| Deliverable Products: | Project Startup Meeting              |
|                       | Field Inventory Results Map and text |
|                       | Interview Results                    |
|                       | Field Inventory Wrap up meeting      |

#### Task 3 – Mapping, Analysis and Discussion and Trail Alignment Alternatives

A base map and associated database will be developed in GIS for use in Task 2 and all other tasks. The base map and database will be developed from existing sources at the City, County, Redlands Conservancy and project stakeholders. The field inventory results will be added to the GIS database for the project. These will include, but not be limited to, the opportunities and constraints, characteristics of road crossing and other potential safety issues, and digital photographs indexed to their trail locations. A matrix of street crossing conditions will be prepared for each intersection along the rail, flood control and street ROWs and added to the database. Additional information such as traffic volumes, accident locations and street striping patterns that may affect bike ways to nearby destinations will be added to the maps from City and County sources. Options for the Metrolink station discussed with SANBAG in Task 2 will be added to the map and database. Ownership of the ROWs will be included along with nearby public property based on Tasks 5 and 6.

The Consultant will prepare alternative trail alignments based on the information collected. A meeting of the Steering Committee with the Consultant will be held to review the completeness and accuracy of the database and maps and the alternative alignments. Preparations will be made to conduct public meetings to discuss the findings and trail alternatives Task 4.

|                       |                                          |
|-----------------------|------------------------------------------|
| Responsible Party:    | City                                     |
| Deliverable products: | Base Map                                 |
|                       | Street Crossing Condition Matrix         |
|                       | Photo Exhibit                            |
|                       | Opportunities and Constraints Map        |
|                       | Database and Sections Exhibit            |
|                       | Preferred Alternatives Map in GIS format |

#### Task 4 – Public Workshops to Discuss Trail Alternatives and Identify Preferred Alternative

The Steering Committee/volunteers with guidance from the Consultant will conduct three public workshops in different parts of Redlands/Mentone to review the background information and trail alignment alternatives and obtain input from the community. The workshops will use an interactive charrette format to obtain trail alignment, design, amenity, and other ideas from the participants. Meeting results will be documented and summarized by the Steering Committee/volunteers. Following the completion of the meetings, a preferred alternative will be defined by the Steering Committee with guidance from the Consultant, based on information obtained in Tasks 2, 3 and 4.

Responsible Party: Steering Committee  
Deliverable products: 3 Public Meetings to obtain community input to preferred alternative

#### Task 5 – Agency Coordination

The Consultant will organize and attend three (3) Project Review Meetings with the City of Redlands, County of San Bernardino, County Flood Control District, SANBAG, Caltrans, and Redlands Conservancy representatives. Opportunities and Constraints will be discussed, alternatives will be discussed, and refinements and revisions will be made to the preferred alternative based upon input from these agencies and primary stakeholders. As part of these meeting, the Project will be evaluated for consistency with the Santa Ana River Trail planning and the SANBAG Bikeway and Trail Master Plan and Caltrans bicycle plans and standards.

Responsible Party: Consultant  
Deliverable products: 3 Agency Coordination meetings  
Updated preferred alternative map and database

#### Task 6 – Ownership Studies and Owner Coordination

The County and Redlands Conservancy will work with SANBAS, BNSF, Metrolink, and San Bernardino Flood Control District to verify ownership and potential for trail easements on their ROWs. If ownership cannot be confirmed by the public agencies, the Consultant will search public records at San Bernardino County Assessor's Office. Title reports, if needed, will be requested. Modifications, if any, will be made to the preferred alternative in response to public ownership findings.

Responsible Party: County, Redlands Conservancy  
Deliverable products: Railroad and flood control Rights-of-Way Exhibit  
Ownership database & verification

#### Task 7 – Trail Conceptual Design, Guidelines and Cost Estimates

The Consultant will prepare a conceptual level design for the trail and linear park. Associated with the trail concept will be Design and Maintenance Guidelines for trails, staging areas, rest nodes, multi-modal interface concepts, and other trail and park features. The guidelines will be compatible with the City of Redlands, County of San Bernardino, and Caltrans standards. Consultant will also prepare Construction and Maintenance Cost Estimates (best-faith estimate) based on most recent construction cost information for the Counties of Riverside and San Bernardino Parks Departments. Maintenance Costs Estimates will be based on information obtained from the City of Redlands and the County of San Bernardino based on existing levels of trails maintenance. The trail and park concept, design guidelines and cost estimates will be reviewed with the Steering Committee.

Responsible Party: Consultant  
Deliverable products: Trail and linear park concept design  
Design and Maintenance Guidelines  
Construction and Maintenance cost estimates

#### Task 8 – Public Meeting to Review Conceptual Design

The Steering Committee will conduct a public meeting to obtain public comment on the conceptual trail design. An interactive format will be used to obtain suggested revisions to the concept plan. Based on the comments received, the Steering Committee will provide the consultant with recommendations to adjust the concept, guidelines, and cost estimates to reflect suggestions received from at the meeting.

Responsible Party: Steering Committee  
Deliverable products: Public meeting to obtain review comments on conceptual design

#### Task 9 – Funding and Draft Implementation Plan

The Consultant will develop a matrix of potential Federal, State and Local funding sources for construction of bicycle and hiking/equestrian trails and linear park features. Included in this task is the development of the implementation plan that outlines the key milestones and personnel in obtaining funding, licensing right-of-way easements for use as trails, hiring and working with consultants to develop working drawings and preparing environmental documents and environmental permitting, hiring and working with contractors to construct the trail or in lieu of working with consultants and contractors, working with volunteers, the city of Redlands and the County of San Bernardino to construct the trail. The Funding and Draft Implementation Plan will be reviewed with the Steering Committee and adjusted as needed.

Responsible Party: Consultant  
Deliverable products: Funding and Draft Implementation Plan

#### Task 10 – Presentation to City, County and Public

The Consultant and Redlands Conservancy will prepare and present the Draft Orange Blossom Trail Concept Plan. The draft plan will include maps, exhibits, research, and data from the previous tasks. Presentations will be made to the City of Redlands, the County of San Bernardino, and the general public. Following the presentations, the Final Orange Blossom Trail Conceptual Plan will be prepared. The final plan will include the Inventory, Opportunities and Constraints and Preferred Alignment Exhibits, Ownership Information, Design and Maintenance Guidelines, Construction and Maintenance Cost Estimates, Future Funding Matrix and Draft Implementation Plan from the previous tasks.

Responsible Party: Consultant, Redlands Conservancy, Steering Committee  
Deliverable products: Draft Summary Plan  
Presentation of Draft Summary Plan  
Final Summary Plan

#### Task 11 – Project Oversight and Management

The Consultant, City and Redlands Conservancy will oversee the project to ensure adherence to the schedule and budget. The three parties will jointly make any adjustments necessary to keep project

within its scope and budget. Status reports will be prepared on a regular basis by the City and provided to Caltrans.

Responsible Party: Consultant, City, County and Redlands Conservancy  
Deliverable products: Quarterly reports  
Final Summary

Task 12 – Final Implementation Plan and Approval

The final Orange Blossom Trail Conceptual Plan will be presented to the Redlands City Council for approval and inclusion in the city's capital improvement project work program.

Responsible Party: Consultant, City  
Deliverable products: Approval of Final Orange Blossom Trail Conceptual Plan

[illegible]

**DEPARTMENT OF TRANSPORTATION**  
ADMINISTRATION  
DIVISION OF PROCUREMENT AND CONTRACTS MS-65  
1727 30<sup>th</sup> STREET  
SACRAMENTO, CA 95816-7006  
PHONE (916) 227-6000  
FAX (916) 227-6155  
TTY (800) 735-0193 or (916) 227-2857  
INTERNET <http://caltrans-opac.ca.gov>



*Flex your power!  
Be energy efficient*

**RECEIVED**

April 4, 2007

**Contract No: 74A0315**

APR - 9 2007

City of Redlands  
Attn: Jon Harrison  
P.O. Box 3005  
Redlands, CA 92373-1505

REDLANDS CITY CLERK

Dear Contractor:

A fully executed copy of the above-referenced contract/amendment is enclosed for your files. **You are not authorized** to commence work until you have been notified by the State's designated contract manager to begin work. The **contract manager is not authorized** to approve payment for any work or services performed prior to contract approval **nor is the contract manager authorized** to change the terms of the contract without an approved additional amendment.

**All invoices are to be submitted to the contract manager in triplicate :**

- with the above contract number placed next to your firm's name,
- with your address and phone number preprinted on the invoice in the format shown in the contract, if appropriate,
- with all documentation required to prove costs and with any additional information required in the terms of the contract.

You are encouraged to pay your suppliers and subcontractors in a timely manner. You are also reminded that, unless stipulated otherwise in the contract, you must pay your suppliers and subcontractors prior to requesting any reimbursement, if applicable, from the State.

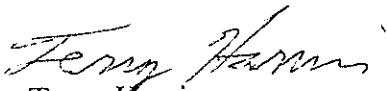
**A fully approved contract or additional amendment is required to:**

- **extend** the term of the contract.
- **change** the description or scope of work.
- **allow** any additional cost to be incurred which would exceed the cost limit set in the contract.

A minimum of 30-60 days should be allowed for processing a contract amendment.

All questions regarding invoices, documentation support for invoices, payment, and services are to be directed to John Chiu, Contract Manager, 464 West Fourth Street, 6<sup>th</sup> Floor, San Bernardino, CA 92401-1400, phone (909) 388-7139.

Sincerely,

A handwritten signature in cursive script, appearing to read "Terry Harrison".

Terry Harrison,  
Service Contract Analyst

c: John Chiu

## Memorandum

**To:** John Chiu,  
Contract Manager

April 4, 2007

**From:** DEPARTMENT OF TRANSPORTATION  
Administration  
Division of Procurement & Contracts – MS 65

**Subject:** Approved Contract No. 74A0315

As contract manager on record for the above referenced contract, you are the authorized representative of the Department and are responsible for ensuring that the Contractor's performance and financial management meets all the legal requirements of the contract. A copy of the following documents is attached to assist you in the management of this contract:

- A fully approved copy of the contract.
- Instructions for submittal of invoices to the Division of Accounting.
- Invoice Dispute Notification Form, Std. 209
- Contractor Evaluation Form, Std. 4, if applicable.
- Insurance certificate, if applicable.
- Bond(s), if applicable.
- Caltrans Service Contracts Quality Assessment Form.

Additional information regarding the roles and responsibilities of a Contract Manager are contained in the Contract Managers Handbook. Copies of the pocket version are available from the Division of Procurement and Contracts (DPAC) or you may view an expanded version at <http://admin.dot.ca.gov/pc/handbook.shtml>.

### **YOU ARE RESPONSIBLE FOR THE FOLLOWING:**

#### **CONTRACTOR NOTIFICATION**

- The Contract Manager is responsible for notifying the Contractor to start the work on the contract. The Contractor cannot begin work until verbal or written communication is received and not before the final approval or start date of the contract, whichever is later. Verbal notification must be followed by written notification.

## ACCOUNTING

- The Contract Manager should contact the Division of Accounting throughout the term of the Contract, as necessary, to make sure the encumbrances have not expired, and also to ensure that sufficient funds are available for a given fiscal year to pay for anticipated invoices.
- The Contract Manager must also contact the Division of Accounting to ascertain fund availability before amending a contract, if needed.

## MONITOR CONTRACT

The Contract Manager must monitor

- the Contractor to assure compliance with contract provisions.
- all expenditures charged by the Contractor(s).
- when applicable, invoices or billing statements to identify payment per percentage and/or dollar amounts set for it in DBE or DVBE contracting goals required by the State or Federal Governments.
- Contractor for use of subcontractors and suppliers.
- the quality of the Contractor's work.
  - If performance is unsatisfactory and bonds were required, notify the bonding company of any noted poor performance. If termination of the contract results, the bonding company must be notified as well.  
(Official termination notice is signed by the Department Contract Officer.)
- insurance terms (if insurance is required), and ensure that it is in effect at all times during the life of the contract. If the insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement. If the insurance certificate is not received by the time specified, contact the Contractor to get an updated insurance certificate. If the insurance certificate is not received by the expiration date, contact the Contractor and instruct him/her to stop work until such time as the renewal certificate is received.

## INVOICES

The Contract Manager must

- **review** and **approve** the invoices for services according to the terms of the contract. (If insurance is required, check to be sure Caltrans **is not** paying any assessments or premiums against the policy.)
- **process** invoices and send to the Division of Accounting in sufficient time to avoid late payment interest penalties.
- **prepare** and **submit** Receiving Record, form (FA 1226A), with approved invoices to the Division of Accounting for payment.

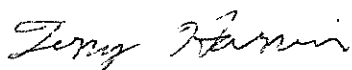
- **issue** an Invoice Dispute Notice, form Std. 209, when an invoice dispute cannot be resolved. Questions regarding disputed invoice procedures may be directed to the Division of Accounting hotline at 1-800-303-1160. Undisputed services should be paid.

## **CLOSING OUT CONTRACT FILE**

- **Approve** final product/services required by the contract.
- **Complete** and submit the Contractor Evaluation, form Std. 4, for consultant contracts of \$5,000 or more.

## **AMENDMENTS**

- You cannot extend the terms of the contract, change the scope of work, or allow any additional costs to be incurred that would exceed the limit set in the contract without an approved contract amendment in place.
- Amendment must be requested and approved prior to:
  - 1.) expiration date of the contract.
  - 2.) expenditure of additional funds that exceed the total amount of the original contract, or
  - 3.) authorizing any changes in the scope of the contract work.
- Preapproval by the Business, Transportation and Housing Agency (BT&H) may be required for a contract amendment, unless an exemption has been granted to the Department by the Agency Secretary. BT&H approval must be obtained before a request for a service contract can be processed. A list of contracts exempt from Agency approval are contained in the Caltrans Service Contract Manual, Table 2.7. The manual and the BT&H Agency Exemption Request form ADM 2041 are available on the Division of Procurement and Contracts intranet site.
- Questions regarding this contract should be directed to my attention. Questions regarding invoices and payment procedures are to be directed to the Division of Accounting, Contract Payments, 1-800-303-1160.



Terry Harrison,  
Service Contract Analyst, (916) 227-6111

### **Attachments:**

Fully Approved Copy of Contract  
Contract Instructions - Submittal of Invoices  
Invoice Dispute Notification, form Std. 209  
Contract/Contractor Evaluation, form Std. 4, if applicable  
Insurance Certificate, if applicable  
Bond(s), if applicable  
Caltrans Service Contracts Quality Assessment Form

## Submittal OF INVOICES TO DIVISION OF ACCOUNTING

### ***INSTRUCTIONS FOR CONTRACT MANAGERS***

Invoices should be submitted to you in triplicate (3) by the Contractor. You must review the records and invoices and then sign and approve all valid charges for contract services. Invoices must be assembled and transmitted by you to the Department's Division of Accounting for payment.

#### INVOICE ARRANGEMENT

(You must assure that all documents are in the following order)

##### **1. Original - The Controller's Copy -**

*(Original invoicing will be sent on to the State Controllers Office by the Accounting Service Center)*

1. Copies of Original Receiving Record,
2. Original invoice and postmarked envelope. **If there is no postmarked envelope, each submitted invoice package must have the date of receipt stamped on the invoice.**

##### **2. Duplicate # One – Division of Accounting Copy -**

*(Invoice copy retained by the Accounting Service Center)*

1. Duplicate copy # One, of the "Original Receiving Record",
2. Copies of "Original Invoice" with date of receipt of the invoice.

##### **3. Duplicate # Two - Contract Manager File Copy -**

*(This duplicate shall be retained in the Contract Manager's Project File)*

1. Duplicate copy # Two, of the "Original Receiving Record",
2. Copies of "Original Invoice" with date of receipt on the invoice.
3. Copy of the "Invoice Documentation", along with other records such as payroll records, updates of work progress and your own file notes on contractor findings/progress,
4. A copy of the Contract.

#### WHERE TO SEND CONTRACT DOCUMENTS

You must assure that the original and one copy of the invoice are transmitted via the Department's Contract Mail Courier or by an overnight Courier Service such as Federal Express, DHL, UPS to:

Department of Transportation  
Division of Accounting  
Office of Accounts Payable, Contract Payments  
1801 30th Street, East Building  
Sacramento, CA 95816

(Check with Division of Accounting for correct Payment Branch if you wish to hasten payment)

**Contractor Payment Inquiries are directed to:**

**1-800-303-1160**

**VOLUNTARY STATISTICAL DATA SHEET**

ADM - 3023 (03/2006)

**Information to be used for reporting purposes only**

Public Contract Code 10111(f), requires State agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is strictly voluntary.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is a sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

*For purposes of this report, respond only if the business has its home office in the United States and is not a branch or subsidiary of a foreign corporation firm or other business*

**Ethnicity/Minority Classification - As defined in Public Contract Code Section 2051(c)**

- ☐ **Asian-Indian** - a person whose origins are from India, Pakistan, or Bangladesh.
- ☐ **Black** - a person having origins in any of the black racial groups of Africa.
- ☐ **Hispanic** - a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- ☐ **Native American** - an American Indian, Eskimo, Aleut or Native Hawaiian.
- ☐ **Pacific Asian** - a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guan, or the United States Trust Territories of the Pacific including the Northern Marianas.
- ☐ **Other** - Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency

**Race Classification - As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997 at <http://www.whitehouse.gov/omb/fedreg/1997standards.html>**

- |                                                            |                                                                    |
|------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> American Indian or Alaskan Native | <input type="checkbox"/> Asian                                     |
| <input type="checkbox"/> Black or African American         | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other                             | <input type="checkbox"/> White                                     |

**Gender Classification**

- |                                 |                               |
|---------------------------------|-------------------------------|
| <input type="checkbox"/> Female | <input type="checkbox"/> Male |
|---------------------------------|-------------------------------|

**ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY**

- |                                |                                   |                                       |
|--------------------------------|-----------------------------------|---------------------------------------|
| <input type="checkbox"/> Goods | <input type="checkbox"/> Services | <input type="checkbox"/> Construction |
|--------------------------------|-----------------------------------|---------------------------------------|

Total Contract Purchase: \_\_\_\_\_ Contract Award Date: \_\_\_\_\_

PLEASE SEND COMPLETED FORM TO: Department of Transportation  
Civil Rights  
Attn: Small Business Unit Manager  
1823 14th Street, MS 79  
Sacramento, CA 95814

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.