



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☒ New	FAS Vendor Code		SC		Dept.	A	Contract Number ISD-19020	
☐ Change								
☐ Cancel								
ePro Vendor Number						ePro Contract Number		
County Department Information Services Department				Dept. ISD	Orgn.	Contractor's License No.		
County Department Contract Representative Jessica Ban				Telephone (909)388-0522		Total Contract Amount \$49,140.00		
Contract Type ☒ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code			Contract Start Date 8/1/2019		Contract End Date 7/31/2024		Original Amount \$49,140.00	
							Amendment Amount	
Fund 4020	Dept. 120	Organization 080	Appr. 70	Obj/Rev Source 9880	GRC/PROJ/JOB No. WANACC		Amount \$19,440.00	
Fund 4020	Dept. 120	Organization 080	Appr. 70	Obj/Rev Source 9880	GRC/PROJ/JOB No. CIRCUITS		Amount \$ 29,700.00	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount \$	
Project Name WAN Connectivity				Estimated Payment Total by Fiscal Year				
Customer Code: 6000-00EI				FY	Amount	I/D	FY	Amount
				2019-20	\$9,009.00		2022-23	\$9,828.00
				2020-21	\$9,828.00		2023-24	\$9,828.00
				2021-22	\$9,828.00		2024-25	\$819.00

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 – Police Department

Address
35 Cajon Street

Redlands, CA 92373-0304

Telephone
(909)335-4791

Federal ID No. or Social Security No.

hereinafter called Customer.

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.)

I. SERVICES TO BE PROVIDED

The County agrees to provide Customer WAN connectivity to the County's telecommunication network for the purpose of accessing computer information systems managed by the County as authorized by the data owner department, including WAN connection, configuration and installation of the router at Customer site, overall circuit maintenance to and of the router with a 2 hour response from the County if notified of a problem (Services). Specific charges are set forth in Exhibit A, "San Bernardino County Information Services WAN Connection Services and Charges", as attached hereto and herein incorporated. "Wide Area Network" or "WAN" means an integrated electronic network that provides countywide data, voice and video communications. It provides County departments the ability to communicate with each other and it provides reliable access to data housed in County-managed information systems

1270 West Park Avenue, Redlands, CA 92374

II. SERVICE CONDITIONS

- A. Information Services Department (ISD) reserves the right to subcontract for all or part of Services.
- B. Authorized applications under this Agreement are on file with ISD and are subject to change during the term of this Agreement. ISD and the Customer will work together to ensure the Customer has access to authorized applications as needed.
- C. ISD assumes no liability for failure to provide or delay in providing Services under this Agreement.
- D. ☒ Customer is responsible for the costs of the data circuit. County owns the data circuit. The County will order the circuit, monitor it, and will work with the vendor providing the circuit to resolve any problems. The costs for the circuit are included in Exhibit A, and will be billed monthly by ISD.

☐ There is no billable data circuit associated with this/these connection(s). The location(s), identified in Section I above, has/have cabling (fiber or copper) that can be used for the connectivity eliminating the need for a data circuit.
- E. ISD will provide coordination for data communications problems, including problem isolation and resolution from the County Central Computer or County's WAN to the last component of ISD-supplied equipment (usually the modem on the end of a data circuit for non-WAN connections or router for WAN connections). Coordination includes working with all necessary vendors in an effort to restore normal data communications in a timely manner. Reporting, tracking, and diagnosing of problems related to customer supplied equipment and software is the responsibility of the customer.
- F. Customer is responsible for the coordination of the isolation and resolution of all problems involving hardware and software not supplied by ISD. Specifically excluded from ISD support are customer-supplied distribution processors, printers, display stations, PCs, Local Area Network (LAN) switches: all customer cabling such as terminal distribution cables (Co-ax, twin-ax, twisted pair, etc.) modem interface cables; all customer supplied jacks, switches, and splitters; distributed software, including mini-based, micro-based, and PC desktop software; and, all consumables such as printer ribbons and paper.
- G. ISD will coordinate a pre-installation site survey identifying all necessary pre-installation site requirements. This service will be limited to the definition of those requirements and the ordering of the data communications or WAN circuits, modems, and WAN equipment (routers, etc.). The customer will be responsible for making all site preparations prior to the installation of data communications or WAN service.

III. EFFECTIVE DATE AND TERMINATION

This Agreement shall commence on August 1, 2019 hereinafter Effective Date. This Agreement shall remain in effect for five (5) years from the Effective Date, unless the County or the Customer terminates the Agreement by giving sixty (60) days prior written notice to the other. County may, at its sole discretion, opt not to terminate its Services until replacement services are identified and in place; however, in no event shall County's Services be continued beyond 120 days of the original written notice. Any such termination date shall coincide with the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination.

IV. RATES AND PAYMENT TERMS

Payment rates and conditions are set forth on Exhibit A, San Bernardino County Information Services Department WAN Connection Services and Charges, attached hereto. Services are provided and invoiced on a monthly basis starting on the Effective Date of the Agreement, or starting on the installation date, if applicable. Monthly payment shall be due upon receipt of invoice. If a change in service level is requested or required, County will provide to Customer a revised Exhibit A, incorporating such changes, which shall be signed by Customer and returned to County. Customer's subsequent invoice shall be adjusted in accordance with the changes, on a prorated basis, as necessary. Exhibit A reflects the rates in effect at the execution of this Agreement. Any subsequent rate change shall become effective on July 1 of the County fiscal year (July 1 through June 30). County shall provide notice to Customer of rate change(s). Customer's subsequent invoice shall be adjusted in accordance with the

rate change(s). Checks shall be made payable to the County of San Bernardino.

Payment address is: Information Services Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

V. AGREEMENT AUTHORIZATION

The Customer warrants and represents that the individual signing this Agreement is a properly authorized representative of the Customer and has the full power and authority to enter into this Agreement on the Customer's behalf.

VI. ASSIGNMENT

The Customer may not assign this Agreement nor any rights, licenses or obligations hereunder, and any such assignment shall be void and without effect unless the County approves the assignment in writing.

VII. DEFAULT

If the Customer does not make timely payment of amounts due under this Agreement or breaches any term or condition of this Agreement, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. County may also exercise all rights and remedies of a secured party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification

The County agrees to defend and indemnify the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising solely out of the acts, errors or omissions of County in the performance of this Agreement, except where such indemnification is prohibited by law. At its sole discretion, Customer may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Customer shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense. The Customer hereby agrees to defend and indemnify the County, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of Customer in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Customer of any obligation imposed by this Agreement. County shall notify Customer promptly of any claim, action or proceeding and cooperate fully in the defense. In the event that County and/or Customer are determined to be comparatively at fault for any claim, action, loss or damage that results from their respective obligations under this Agreement, County and/or Customer shall indemnify the other to the extent of its comparative fault.

B. Insurance

Customer agrees to provide insurance set forth in accordance with the requirements herein. If Customer uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Customer agrees to amend, supplement or endorse the existing coverage to do so.

- 1) 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.
- 2) Waiver of Subrogation Rights – Customer 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 Customer and Customer's employees or agents from waiving the right of subrogation prior to a loss or claim. Customer hereby waives all rights of subrogation against the County.

- 3) Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 4) Severability of Interests – Customer 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 Customer and the County or between the County and any other insured or additional insured under the policy.
- 5) Proof of Coverage – Customer shall furnish Certificates of Insurance to ISD evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ISD, and Customer shall maintain such insurance for three (3) years after termination of the Agreement. Within fifteen (15) days of the commencement of this contract, Customer shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- 6) Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- 7) Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- 8) 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 or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by Customer.
- 9) 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.
- 10) Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Customer agrees to execute any such amendment within thirty (30) days of receipt.
- 11) 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.
- 12) Without in anyway affecting the indemnity herein provided and in addition thereto, Customer shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - (i) 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 Customer and all risks to such persons under this contract.

- (ii) Commercial/General Liability Insurance – Customer shall carry General Liability Insurance covering all operations performed by or on behalf of Customer 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. The policy coverage shall include:
 - a. Premises operations and mobile equipment
 - b. Products and completed operations
 - c. Broad form property damage (including completed operations)
 - d. Explosion, collapse and underground hazards
 - e. Personal injury
 - f. Contractual liability
 - g. \$2,000,000 general aggregate limit
- (iii) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Customer is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Customer owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- (iv) 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.

IX. TERMINATION AND SUSPENSION OF SERVICES

A. Immediate Suspension, Uncured Termination

The County may, in its sole discretion and without prior notice, immediately suspend all or part of the Services for breach of any of the conditions identified below. The County will provide Customer a written notice of breach and allow the Customer 30 days to correct the condition giving rise to such breach. If the Customer fails to remedy the breach within the 30-day cure period, the County may immediately terminate the Services with no further notice required.

- 1) Customer shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of San Bernardino and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Customer shall notify County immediately of loss or suspension of any such licenses and permits. Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement.
- 2) Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement.
- 3) Customer represents and warrants to County that (i) the information Customer provides in connection with registration for the Services is accurate and complete; (ii) no Content on the WAN is illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) Customer's use of the Services will comply with all applicable laws, rules and regulations; (iv) Customer has obtained all consents and licenses required to legally access and use all software Customer places on the WAN without infringing any ownership or intellectual property rights; (v) the execution and delivery of this Agreement will not conflict with, or violate any provision of,

Customer's charter, by-laws or other governing documents; and (vi) Customer has otherwise taken all necessary steps to legally execute this Agreement.

- 4) Customer agrees to abide by all existing and future security practices, policies and protocols established by the County, which the County has established to ensure network integrity. Customer understands that the County closely monitor the WAN and may perform periodic security audits.
- 5) Customer agrees to implement security measures that are reasonable for Customer's use of the Services, including encryption technologies, password and user ID requirements, and procedures regarding the application of security patches and updates. NEITHER COUNTY NOR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS INTO THE WAN OR CUSTOMER'S TRANSMISSION FACILITIES, PREMISES OR EQUIPMENT, OR FOR UNAUTHORIZED ACCESS TO DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THEREON, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

B. Immediate Termination

The County may, in its sole discretion and without prior notice, immediately suspend or terminate all or part of the Services for any of the conditions identified below. The County will promptly provide Customer a written notice of termination or suspension of Services to Customer.

- 1) County discovers that Customer provided false registration information, or that Customer lacked the capacity to enter into this Agreement at the time of its consummation;
- 2) County determines, in its sole discretion, that Customer's use of the Services poses a threat to the security or performance of the network or to any of County's other clients or suppliers;
- 3) County determines, in its sole discretion, that Customer's use of the Services is illegal, or that it misappropriates or infringes the property rights of a third party;
- 4) County reasonably believes that Customer's use of the Services has or will subject County to civil or criminal liability;
- 5) Customer, introduces, regardless of whether intentionally or unintentionally, any "back door", "rootkit", "bot", "malware", or other computer software routines or hardware components designed to: (a) permit unauthorized access to the WAN, (b) disable, damage, or erase Software or data, or (c) perform any other similar actions that would affect the security, accessibility or usability of the Services;
- 6) Customer fails to make any payment when due; or
- 7) Customer breaches any of the other material terms and conditions in this Agreement.

X. GENERAL TERMS AND CONDITIONS

- A. Permits** - Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- B. Attorneys' Fees.** If any legal action is instituted to enforce any party's rights hereunder, each party agrees to bear its own attorneys' fees and costs regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable pursuant to a Party's indemnification obligations.
- C. Waiver** - No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

- D. **Validity** - The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- E. **Caption and Paragraph Headings** - Captions and paragraph headings used herein are for convenience **only** and are not a part of this Agreement and shall not be used in construing it.
- F. **Exhibits** - All Exhibits attached hereto, if any, are an integral part of this Agreement and are incorporated herein by reference.
- G. **Entire Agreement** - This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement between the parties and supersedes all prior negotiations, discussions, **and** preliminary understanding. This Agreement may be amended as County and the Customer mutually agree in writing. Any such amendment must be in a physical writing and manually signed by authorized representatives of the County and Customer.
- H. **Notifications** - All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given: (a) upon actual delivery, if given in person; (b) upon receipt, as evidenced by transmission confirmation, if sent by facsimile; (c) within three (3) days after deposit if sent via United States First Class mail, postage prepaid; or (d) upon receipt as evidenced by proof of delivery if sent by commercial overnight courier. Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective parties may designate by written notice delivered pursuant hereto:

Customer: City of Redlands – Police Department
35 Cajon Street, Suite 222
Redlands, CA 92373
Attn: Danielle Garcia –909-798-7507

County: Information Services Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

- I. **Modification** - No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated **herein** shall be binding on any of the parties hereto.

XI. INFORMATION SERVICES DEPARTMENT AUTHORIZATION

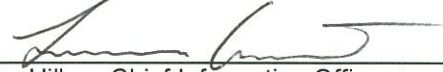
The County's Information Services Department, through the Chief Executive Officer or its Chief Information Officer or designee, is authorized to discharge all functions ascribed to County in this Agreement, except those specifically reserved by law to the Board of Supervisors.

XII. FORCE MAJEURE

County shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date set forth below their respective signatures:

COUNTY OF SAN BERNARDINO

► 
Jennifer Hilber, Chief Information Officer
Larry Ainsworth, Interim Chief Information Officer

Dated 8-15-2019

CITY OF REDLANDS – POLICE DEPARTMENT
(State if corporation, company, etc.)

By ► 
(Authorized Signature)

Dated 8/6/19

Title Paul W. Foster, Mayor

Address 35 Cajon Street

Redlands, CA 92373

ATTEST: CITY CLERK



Approved as to Legal Form

► 
Bonnie Uphold, Deputy County Counsel

Date 8-15-19

Reviewed by Contract Compliance

► _____

Date _____

EXHIBIT A

SAN BERNARDINO COUNTY INFORMATION SERVICES DEPARTMENT
WIDE AREA NETWORK (WAN) SERVICES AND CHARGES

PAYMENT SCHEDULE

The County will invoice for these services monthly. Payment is due upon receipt of the monthly invoice and payable within sixty (60) days of the invoice date.

CHARGES FOR SERVICES

Description of Charges	Quantity	MONTHLY TOTAL
Monthly Connection Charge	60 Months	\$324
One-time WAN setup fee		N/A
Monthly Circuit Cost*	60 Months	\$495

*Cost to be determined by applicable Telephone Company, if applicable.

Upon the date of Customer's signature of approval below and pursuant to Paragraph IV *Rates and Payment Terms* and Paragraph X, *General Terms and Conditions*, of this Agreement, the service level is hereby amended as follows:

BY: 
(Authorized Signature)

TITLE: PAUL W. FOSTER, MAYOR

Date: 8/8/19

ATTEST: 
JEANNE DONALSON, CITY CLERK

