



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code CITYDFR 766	SC	Dept. A	Contract Number		
County Department Board of Supervisors		Dept. BDF	Orgn. BDC	Contractor's License No.		
County Department Contract Representative Arthur T. Milian, ECD Analyst II		Telephone 388-0962		Total Contract Amount \$10,000.00		
Contract Type ☐ Revenue ☐ Encumbered ☒ Unencumbered ☐ Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date 12-1-11	Contract End Date 12-1-12	Original Amount	Amendment Amount	
Fund AAA	Dept. CNA	Organization CNA	Appr. 300	Obj/Rev Source 3305	GRC/PROJ/JOB No. \$10,000.00	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	
Project Name City of Redlands: Fire Department Ladder Truck Fund			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
			2011-12	\$10,000.00		

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

hereinafter called "CONTRACTOR"

Address

P.O. Box 3005

Redlands, CA 92373

Telephone

(909) 798-7600

Federal ID No. or Social Security No.

91-2143250

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is made and entered into by and between the COUNTY and CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY recognizes the benefit in providing public safety, emergency assistance, and emergency rescue equipment in the communities of the East Valley and the City of Redlands; and,

WHEREAS, as part of the 2011-12 budget process, the Board of Supervisors set aside allocations for each supervisorial district to finance unbudgeted priority needs throughout the fiscal year; and,

WHEREAS, CONTRACTOR shall provide financial support to the City of Redlands and its Fire Department. The financial assistance will go toward purchasing a new ladder truck; and

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WHEREAS, the City of Redlands Fire Department is raising funds through the "Redlands Fire Truck Campaign" to purchase emergency equipment such as a new ladder truck, Jaws of Life and other modern and useful equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. PURPOSE OF CONTRACT

This Contract is made for the purpose of providing funding to support CONTRACTOR to help purchase emergency equipment in the way of a new ladder truck, Jaws of Life and modern and useful equipment for their fire truck station.

2. SCOPE OF SERVICES

Funding arising out of this Contract will be used to assist CONTRACTOR to help purchase emergency equipment such as a new ladder truck, Jaws of Life and modern and useful equipment for the fire truck station. Through the "Redlands Fire Truck Campaign" the funds will be used to purchase the equipment; the funds will qualify to be used for a Federal Emergency Management Fund (FEMA) grant, thus, funding the balance of the Redlands Fire Department truck.

3. TIME OF PERFORMANCE

The services to be provided by CONTRACTOR shall commence upon approval of this contract and shall be completed by December 1, 2012.

4. COMPENSATION AND METHOD OF PAYMENT

For performance of such services, COUNTY shall provide funding in an amount not to exceed ten thousand dollars (\$10,000.00). This payment shall constitute full and complete compensation to CONTRACTOR under this Contract. Any costs in excess of the amount available in this section shall be the sole responsibility of CONTRACTOR. This condition however, does not preclude COUNTY from providing additional funding at its sole discretion. For the purpose of this Contract, COUNTY shall disburse compensation and monitor the CONTRACTOR's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of funds to CONTRACTOR shall be made in one lump sum after execution of this Contract. CONTRACTOR shall submit a final expenditure report documented with "audit ready" supportive evidence of each expenditure and proof of payment until all funds have been justified.

5. COMPLIANCE WITH LAWS

CONTRACTOR hereby agrees that it will comply with all applicable federal, state and local laws, including but not limited to the payment of prevailing wages as described in Section 6 herein. CONTRACTOR, pursuant to Paragraph 19, Indemnification, agrees to indemnify, defend and hold harmless COUNTY in the event any claims, actions, losses, damages and/or liability arises out of the failure to comply with any applicable laws.

6. PREVAILING WAGES

By its execution of this Agreement, CONTRACTOR certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the CONTRACTOR's principal place of business and at the project site. Pursuant to Section 19, CONTRACTOR shall

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defend, indemnify and hold the COUNTY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

7. ON-SITE INSPECTION

COUNTY, its officers, agent and employees, will have the privilege and right to on-site inspection of CONTRACTOR's facilities and the Project for the duration of this Contract. CONTRACTOR will ensure that its employees or agents furnish any information that in the judgment of COUNTY may be relevant to a question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the program.

8. ACCOUNTING AND RECORDS

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles. CONTRACTOR agrees to maintain all records relating to this Contract for a period of three years after the termination or expiration of this Contract. County or any appointee thereof shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested.

9. VIOLATION OF CONTRACT

Except as otherwise provided in this CONTRACT. In the event that CONTRACTOR violates any of the terms and conditions of this Contract, COUNTY shall give written notice of violation and demand for correction. If, within thirty (30) days from receipt of written notice, CONTRACTOR has not corrected the violation or shown acceptable cause, COUNTY has the right to terminate this Contract. County will provide a written Notice of Termination. It is agreed that in the event of a termination due to a violation of this Contract by CONTRACTOR, it shall pay to COUNTY within ten (10) days of receipt of a Notice of Termination, any and all unexpended funds. Said sum is agreed to represent a reasonable endeavor by both parties hereto, to be a fair compensation for the foreseeable losses that might result from such a breach or default. If CONTRACTOR violates any terms and conditions regarding the proper expenditure of funds, CONTRACTOR will be required to reimburse COUNTY for any improper expenditures.

10. ASSIGNMENT

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

11. TERMINATION AND TERMINATION COSTS

Except as otherwise provided herein, this Contract may be terminated in whole or in part at any time by either party upon giving (30) days notice in writing to the other party. The Chief Executive Officer is hereby empowered to give said notice subject to ratification by the COUNTY Board of Supervisors if required.

Except as otherwise provided herein, COUNTY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in COUNTY funding for the Contract activity or if for any reason the timely completion of the services under this Contract is rendered improbable, infeasible or impossible. If CONTRACTOR fails to comply with any material term of this Contract, COUNTY may take one or more of the following actions: disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, and any other remedies that are legally available.

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12. REVERSION OF ASSETS

Except as otherwise provided herein, upon Contract termination, CONTRACTOR shall transfer to COUNTY all COUNTY Funds on hand at the time of expiration and any accounts receivable attributable to the use of COUNTY Funds.

13. TIME OF PERFORMANCE MODIFICATIONS

The Chief Executive Officer may grant time of performance modifications to this Contract when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by CONTRACTOR;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of COUNTY and CONTRACTOR in performing the scope of services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

14. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in independent capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

15. DISCRIMINATION

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

16. CONTRACT COMPLIANCE

CONTRACTOR shall comply with Executive Orders 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107, (Equal Employment Opportunity), Executive Orders 11625, 12138, 12432, 12250, and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Title VII of the Civil Rights Act of 1964, and the California Fair Housing and Employment Act, and other applicable federal, state and COUNTY laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

17. IMPROPER CONSIDERATION

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration, such as, but not limited to, cash, discounts, services or the provision of travel or entertainment, or any items of value to any officer, employee or agent of COUNTY in an attempt to secure favorable treatment regarding this Contract or any contract awarded by COUNTY. COUNTY, by notice, may immediately terminate this Contract or any COUNTY contract if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of COUNTY with respect to any proposal or award process involving this Contract or any other COUNTY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Contract or any COUNTY contract has been awarded. Attorneys shall immediately report any attempt by any COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, COUNTY is entitled to pursue any available legal remedies.

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18. MISREPRESENTATION

If during the course of the administration of this Contract, COUNTY determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to COUNTY, this Contract may be immediately terminated. If this Contract is terminated according to this provision, COUNTY is entitled to pursue any available legal remedies.

19. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault indemnitees. CONTRACTOR's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

20. INSURANCE REQUIREMENTS

CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR 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 any way affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall self-insure to the levels identified herein or shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation/Employer's 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 Employers' Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this Contract.

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

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

Commercial/General Liability Insurance – CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing coverage for both 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) Personal injury
- e) Contractual liability
- f) \$2,000,000 general aggregate limit

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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 CONTRACTOR 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 CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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.

Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies shall contain endorsements naming COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for 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 ISO, CG 2010.11 85.

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

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 COUNTY.

Severability of Interests – CONTRACTOR 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 CONTRACTOR and COUNTY or between COUNTY and any other insured or additional insured under the policy.

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”.

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.

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, 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 COUNTY will be promptly reimbursed by CONTRACTOR or COUNTY payments to CONTRACTOR will be reduced to pay for COUNTY purchased insurance.

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21. PROOF OF COVERAGE

CONTRACTOR shall furnish certificates of insurance to the COUNTY 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 COUNTY, and CONTRACTOR shall maintain such insurance from the time it commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, CONTRACTOR 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.

22. INSURANCE REVIEW

Insurance requirements are subject to periodic review by COUNTY. The COUNTY's Risk Manager, 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 COUNTY. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager, 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 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 made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of 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 part of COUNTY.

23. ELECTRONIC FUNDS

CONTRACTOR shall accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CONTRACTOR's designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

24. LEGAL FEES

CONTRACTOR understands and agrees that any and all legal fees or costs associated with any litigation or other legal proceedings, concerning this Contract shall be the CONTRACTOR's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

25. YEAR-END VERIFICATION

CONTRACTOR agrees to provide verification in the form of a letter with appropriate invoices or documentation demonstrating that all allocations have been expended to their intended use to two COUNTY agencies: one copy to the County Board of Supervisors-Third District Office and one copy to the Economic Development Agency (EDA) ten (10) days prior to the termination of this Contract. The letter shall provide the details of the work performed as described in section 2, Scope of Services. Failure to provide the letter will constitute a breach of contract.

26. COUNTY'S NAMING POLICY

CONTRACTOR understands and acknowledges that pursuant to County 08-17, no facility funded in whole or in part, by the County of San Bernardino shall be named after any elected official at the local, State or Federal level who is serving as such at the time the facility is named. Absent significant overriding facts and circumstances, facilities should not be named after any elected person unless the individual has not served in elected office for a period of three years. It is also the policy of the Board of Supervisors that no third party sponsored function, event or activity funded in part by the County shall be named for a currently serving member of the Board of Supervisors. No signage

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(permanent or temporary) relating to a facility funded in whole or part by the County shall contain the name of the currently serving member of the Board of Supervisors in whose district the facility is located, provided however, that the names of the entire membership of the Board may be set forth on the signage.

27. AMENDMENTS: VARIATIONS

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

28. INVALID CONDITIONS

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Contract shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of the Contract shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

29. BINDING INTEREST

This Contract shall be binding on the parties, successors in interest, heirs and assigns.

30. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

County of San Bernardino, EDA
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0040
Attn: Arthur T. Milian

City of Redlands Fire Department
PO Box 3005
Redlands, CA 92373
Attn: Jeff Frazier, Chief

With a copy to:
Steve Hauer, Deputy Chief of Staff
Board of Supervisors, Third District
385 N. Arrowhead Avenue, 5th Floor
San Bernardino, CA 92415
shauer@bos.sbcounty.gov
fax (909) 387-3018

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31. COUNTERPART EXECUTION

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year written below.

COUNTY OF SAN BERNARDINO

Purchasing Agent

Name LAURIE ROZKO

(Print or type name)

Date: 2-6-12

CITY OF REDLANDS

By

(Authorized signature - sign in blue ink)

Name Pete Aguilar

(Print or type name of person signing Contract)

Title Mayor

(Print or Type)

Date: January 17, 2012

ATTEST:

Sam Irwin, City Clerk

APPROVED AS TO LEGAL FORM

JEAN-RENE BASLE

County Counsel

By:

MICHELLE D. BLAKEMORE

Chief Assistant County Counsel

Date: 1-19-12

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