



**San Bernardino County
Flood Control District**

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

☐ New ☐ Change ☐ Cancel	FAS Vendor Code	SC	Dept.	A	Contract Number	
ePro Vendor Number					ePro Contract Number	
Dept. Orgn.					Contractor's License No.	
Flood Control District					Contract Representative Telephone	
() -					Total Contract Amount	
Contract Type ☐ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:					\$	
If not encumbered or revenue contract type, provide reason:						
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount
					\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
						\$
Project Name				Estimated Payment Total by Fiscal Year		
				FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, hereinafter called the **DISTRICT**, and

Name

CITY OF REDLANDS

hereinafter called CITY

Address

35 Cajon Street, Suite 15A

Redlands, CA 92373

Telephone

(909) 798 -7655

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.)

**CITY OF REDLANDS
COMMON USE AGREEMENT**

WITNESSETH

WHEREAS, DISTRICT and CITY desire to enter into a cooperative effort to provide a recreational multi-use community trail within San Timoteo Creek right-of-way, from San Timoteo Canyon Road to Alessandro Road; and

Auditor-Controller/Treasurer/Tax Collector Use Only	
☐ Contract Database	☐ FAS
Input Date	Keyed By

WHEREAS, CITY desires to effect, at CITY'S cost, certain improvements hereinafter called "CITY IMPROVEMENTS" which Improvements are shown on attached plans marked "Exhibit B", attached hereto and incorporated herewith, related to a community trail within the property used for San Timoteo flood control purposes which will necessitate the CITY obtaining the DISTRICTS approval for use of certain property owned by DISTRICT; and

WHEREAS, said community trail will occupy, in part, portions of the DISTRICT owned lands, hereinafter called "DISTRICT LANDS"; and

WHEREAS, by this Agreement, the CITY desires to construct, operate and maintain said CITY IMPROVEMENTS within DISTRICT LANDS hereinafter called "AREA OF COMMON USE", which AREA OF COMMON USE is shown on attached map marked "Exhibit A", attached hereto and incorporated herewith; and

WHEREAS, DISTRICT desires to preserve, maintain, construct and operate flood control and water conservation works within and across said AREA OF COMMON USE;

NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:

1. DISTRICT hereby consents to CITY'S construction, reconstruction, operation and maintenance of the CITY IMPROVEMENTS, at CITY'S sole expense within the AREA OF COMMON USE provided however, that no such use, occupancy or construction, reconstruction, operation or maintenance shall be affected by the CITY, its successors or assigns, in any manner which may interfere or conflict with any structures, facilities, operations, or uses which DISTRICT has or intends to have upon said lands. CITY shall submit complete plans and request a permit for the proposed occupancy to DISTRICTS Flood Control Engineer at least sixty (60) days prior to the date of such Intended occupancy or use and obtain his written approval and a permit to construct. DISTRICT'S approval and permit shall not be withheld unreasonably, if in the opinion of the Flood Control Engineer, the proposal does not interfere or conflict with the DISTRICT'S interests. Upon termination of this Agreement, all facilities installed and constructed by the CITY shall be removed prior to the termination date. CITY, its successors and assigns shall assume full responsibility for the operation and maintenance of the CITY IMPROVEMENTS.
2. CITY acknowledges DISTRICT'S right to AREA OF COMMON USE and the priority of DISTRICT'S right within DISTRICT LANDS. Except in emergencies and except for routine maintenance of CITY IMPROVEMENTS by CITY, its agents, employees, contractors and volunteers, CITY shall give reasonable notice to DISTRICT and receive DISTRICT approval before performing any work on CITY IMPROVEMENTS in said AREA OF COMMON USE, or which said work will in any way alter or obstruct the flow of or potential flow of waters within said flood control and water conservation works.
3. DISTRICT has and reserves the right to use AREA OF COMMON USE in any manner not in conflict with CITY'S needs for the proposed community trail without necessity for any further permit or permission from CITY. DISTRICT shall, except in emergencies, give reasonable notice to CITY before performing any work which may affect CITY'S facilities in said AREA OF COMMON USE.
4. CITY agrees to indemnify, defend and hold harmless the DISTRICT and the County of San Bernardino and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any

person and for any costs or expenses Incurred by the DISTRICT and County of San Bernardino on account of any claim therefore, except where such indemnification is prohibited by law.

5. DISTRICT agrees to indemnify and hold harmless the CITY and its officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent acts or omissions of the DISTRICT in performing its obligations under this Agreement
6. In the event that the DISTRICT and/or the CITY are found to be comparatively negligent in causing any claim, action, loss or damage resulting from their respective obligations under this Agreement, each shall indemnify the other extend of its comparative fault.
7. Furthermore, if the DISTRICT or the CITY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the DISTRICT and CITY agree that any alleged negligence of the insured employee shall not be construed against the employer of that employee.
8. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the CITY shall secure and maintain throughout the contract the following types of insurance with limits as shown:

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

Comprehensive General and Automobile Liability Insurance- - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily Injury and property damage of not less than three million dollars (\$3,000,000).

Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the DISTRICT, the County of San Bernardino and its officers, employees, agents, and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - CITY shall require the carriers of the above required coverages to waive all rights of subrogation against the DISTRICT, the County of San Bernardino, its officers, employees, agents, volunteers, contractors, and subcontractors. Policies Primary and Non-Contributory - All policies required above are to be primary and noncontributory with any Insurance or self-insurance programs carried or administered by the DISTRICT and the County of San Bernardino.

Proof of Coverage - The CITY shall immediately furnish certificates of insurance to the DISTRICT evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire except without thirty (30) days written notice to the DISTRICT, and CITY shall maintain such insurance from the time CITY commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the CITY shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the DISTRICT and/or County of San Bernardino. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT and/or County of San Bernardino, inflation, or any other item reasonably related to the DISTRICTS risk.

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 made by amendment to this Agreement. CITY agrees to execute any such amendment within thirty (30) days of receipt.

9. Either party can terminate this Agreement upon sixty (60) days notice to the other party.

THIS AGREEMENT shall inure to be the benefit of and be binding upon the successors and assigns of both parties.

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

►
James Ramos, Board Chairman

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD
Laura H. Welch, Clerk of the Board

By _____
Deputy

City of Redlands
(Print or type name of corporation, company, contractor, etc.)
By ► Paul W. Foster
(Authorized signature - sign in blue ink)

Name Paul W. Foster
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: 12-1-15

Address P.O. Box 3005
Redlands, CA 92373

City Clerk ATTEST: Sam Irwin

Approved as to Legal Form
►
Counsel – Mitchell L. Norton
Date _____

Reviewed by Contract Compliance
►
Grant Mann
Date _____

Presented to Board for Signature
►
Director – Gerry Newcombe
Date _____