



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

ORIGINAL

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept. CCP	A	Contract Number 06-1118
County Department Regional Parks		Dept. CCP	Orgn. CCP	Contractor's License No.	
County Department Contract Representative Maureen Snelgrove		Telephone (909)387-2591		Total Contract Amount	
Contract Type ☐ Revenue ☐ Encumbered ☐ Unencumbered ☒ Other: FUNDING AGREEMENT					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date 11/15/2006	Contract End Date 11/14/2009	Original Amount \$	Amendment Amount \$
Fund AAA	Dept. CCP	Organization ADM	Appr. 200	Obj/Rev Source 2400	GRC/PROJ/JOB No Amount \$ 3100.00
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 ORANGE BLOSSOM TRAIL / FAST VALLEY CITRUS HERITAGE PARK & TRAIL			Estimated Payment Total by Fiscal Year 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

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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

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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 programs 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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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 forgoing, 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.

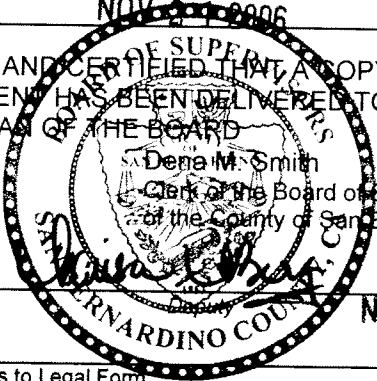
AGREE NO. 06-1118
ITEM# 038

COUNTY OF SAN BERNARDINO


Bill Postmus, Chairman, Board of Supervisors

Dated: NOV 21 2006

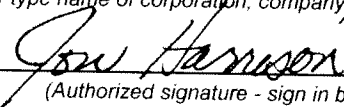
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD


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

By 
NOV 21 2006

CITY OF REDLANDS

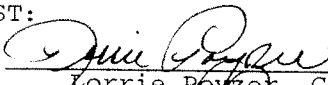
(Print or type name of corporation, company, contractor, etc.)

By 
(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: 

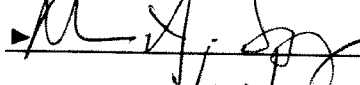
Address Lorrie Boyer, City Clerk
35 Cajon St, Ste 4 (Box 3005-Mailing)
Redlands, CA 92373

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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**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.

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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
	1	2	3	4	5

DENA M. SMITH, CLERK OF THE BOARD

BY _____

DATED: November 21, 2006

**BOARD OF SUPERVISORS
ORANGE BLOSSOM TRAIL PLANNING GRANT
November 21, 2006
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FINANCIAL IMPACT: The total cost to the County for this MOU is \$6,600. This amount represents a cash contribution of \$3,100 and in-kind services of \$3,500. The in-kind services shall be accomplished through staff contributions related to project planning and oversight. Funding for the cash contribution is available in the Regional Parks' FY 2006/07 budget (AAA CCP).

SUPERVISORIAL DISTRICT(S): 3rd

PRESENTER: Thomas A. Potter, Director, 387-2340