



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Imperial Parking (U.S.), LLC dba REEF
Contractor Representative	Jason Plonski
Telephone Number	(216) 346-9017
Contract Term	October 1, 2021 through September 30, 2026
Original Contract Amount	\$2,100,450
Amendment Amount	N/A
Total Contract Amount	\$2,100,450
Cost Center	8420

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to have parking management and valet services for the patient and visitor parking lots at the County's Arrowhead Regional Medical Center campus located at 400 N. Pepper Avenue, Colton, CA 92324 (ARMC Campus); and

WHEREAS, the County conducted a competitive process to find Imperial Parking (U.S.), LLC dba REEF (Contractor) to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County has selected Contractor to provide parking management and valet services for the patient and visitor parking lots at the ARMC Campus; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

Capitalized terms used in this Contract shall have below meaning:

A.1 Board: The San Bernardino County Board of Supervisors.

A.2 Contract: This Contract between the County and the Contractor.

A.3 Contractor: Imperial Parking (U.S.), LLC.

A.4 Services: The Services to be performed by the Contractor as set forth in Section B of this Contract.

A.5 Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

B. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide the following parking management and valet services for the patient and visitor parking lots (Lots 4 and 5) at the ARMC Campus ("Services"):

B.1 Provide all materials, equipment, supplies, and tools required to deliver parking management and valet services (including, but not limited to, parking tickets, key stands, valet booths, directional and wayfinding signage, parking staff uniforms, key hooks, and personal protective equipment, including but not limited to masks, facial coverings, gloves, hand sanitizers, and sanitizing wipes, for use during any pandemics or otherwise). Contractor shall be solely responsible for establishing and implementing health and safety protocols in response to COVID-19, including but not limited to cleaning, sanitation, and disinfection procedures, prevention measures, and screening of its employees in compliance with then current local, state, and federal laws and guidance issued by recognized health agencies, such as the Centers for Disease Control and the World Health Organization. Contractor shall ensure its employee comply with all health and safety protocols at all times while providing Services.

B.2 Manage patient and visitor parking lots, comprising a total of approximately 750+ parking spaces in Lots 4 and 5, and provide valet parking services for these lots; evaluate these parking lots to maximize the space available and facilitate smooth parking management and valet operations. Provide solutions to maximize parking capacity in these existing lots based on parking management expertise and applicable laws (including, but not limited to, effective stall utilization and car stacking)

B.3 Provide Services to include, but are not limited to, issuing parking claim tickets, securing keys, providing wheelchair services, providing traffic cones, providing shade coverings, and providing other supplies and professional materials necessary and incidental to the management and performance of parking management and valet services.

B.4 At the end of every day of operation, the Contractor's supervisor or valet lead shall deliver all remaining keys and tickets to designated County staff so that patients and visitors who remain after-hours can retrieve their vehicles. Contractor's supervisor or valet lead shall provide signage at the valet booths regarding after-hours retrieval and provide remaining keys and tickets to County staff at an agreed upon secured location so the patient or visitor can pick up their vehicles at a later time.

B.5 Provide effective management and operations of valet services including parking, delivering, and directing vehicles to and from the valet drop-off and pick-up areas to be located at the main hospital entrance and at the clinic entrance at the ARMC Campus in a manner that minimizes wait times and traffic congestion while improving patient and visitor experience and ensuring safety with wait times not to exceed five (5) minutes from the time a patient or visitor enters the valet area for drop-off service and wait times not to exceed ten (10) minutes from the time a patient or visitor request is received for retrieval

service; valet booths to be strategically placed for the safety of the public, Contractor's staff, and County staff; the number of valet areas and booths is subject to change based on the demand, which may vary daily, provided that any change shall be agreed in writing by an authorized representative of the County prior to such change taking effect. Contractor shall not charge patients or visitors for any parking or valet services.

B.6 Provide alternative parking management solutions for evaluation by the County.

B.7 Provide sufficient number of trained and qualified staff, vehicles, supplies, insurance, materials and services to operate valet parking services to meet the needs of the County and perform in accordance with all terms, conditions, schedules, provisions, and requirements of this Contract. Contractor and its staff are independent contractors and are not nor will Contractor or any of its staff be employees or agents of the County. All expenses for Contractor's staff, including but not limited to wages, benefits, taxes and other similar expenses shall be at the Contractor's sole cost and expense. As of the date this Contract is executed, Contractor shall provide the following parking staff: (i) main hospital entrance - three (3) full-time valet staff for eight (8) hours per day of operation and two (2) part-time valet staff for five (5) hours per day of operation; (ii) clinic entrance – three (3) full-time valet staff for eight (8) hours per day of operation; and (iii) one (1) full-time supervisor or valet lead overseeing operations for eight (8) hours per day of operation, subject to adjustment during the Contract term as agreed in writing by the authorized representatives of the parties prior to such adjustment taking effect.

B.8 Provide documentation on the training Contractor provides to assigned staff.

B.9 Develop a process to inform Contractor's staff when the patient and visitor parking lots are close to full (with valet support) requiring use of alternate parking, if available. Website, text messaging, two-way radio or other similar methods are preferred. Use technological enhancements, such as text messaging, at no additional cost to County, to ensure ease of use for patients and visitors, reduce wait times, and provide better analytics for County.

B.10 Provide table or podium and umbrella or covering for Contractor's staff.

B.11 Provide two-way radios.

B.12 Intentionally omitted.

B.13 Provide required signage that will clearly identify the availability of valet parking services for patients and visitors as well as other parking options. Signs shall be professionally manufactured and easy to read. A drawing/sketch of all proposed signs will be provided to County for approval prior to use. The approved parking signs shall be set up each morning of an operation day and stored at the end of each operation day.

B.14 Ensure all vehicles are locked and keys securely locked at the valet parking booths.

B.15 Ensure all patients and visitors utilizing valet parking services produce the parking claim ticket upon return to the valet parking booth.

B.16 Be responsible for any lost keys and damages/theft/loss to any patient and visitor vehicles or any other damage/theft/loss caused by Contractor and its staff. Be responsible for parking control and monitoring designated parking areas; including all directional signage, delineators and cones.

B.17 Be responsible for providing its own security for its staff, the valet parking booths and contents, and all personal property of Contractor and its staff and providing security for the patient and visitor parking lots. In the event of any emergency or if an individual requires special assistance, the Contractor shall immediately notify County Security in charge. The Contractor shall be responsible to report any of these incidents or any violations noted during the performance of its services to onsite County Security.

Such incidents shall be also included in a required monthly report to the County regarding parking operations.

B.18 Ensure parking staff have a working knowledge of the layouts of all parking lots at the ARMC Campus. Provide general assistance to drivers who do not use the valet parking service in finding an appropriate parking location or answering general questions. Medical or health inquiries shall be directed to County staff and shall not be addressed by the Contractor.

B.19 Contractor staff must look professional and pleasant when they greet and interact with the public. Contractor's staff must be in a clean uniform with no excessive jewelry, hats (unless branded and approved in writing by the authorized representative of the County) sunglasses or similar accessories. County has the right in its sole discretion of rejection and approval of any staff assigned to work under this Contract. If County rejects any assigned staff, the Contractor must provide replacement staff within one (1) hour and at no additional cost.

B.20 Ensure that all Contractor staff arrive to their workstation on time.

B.21 Maintain the cleanliness and appearance of the valet parking areas by sweeping the areas regularly and keeping it free of trash and debris.

B.22 Agree to immediately remove from the ARMC Campus either temporarily or permanently any parking staff member who, at the sole discretion of County, poses a risk to the health or safety of any employee, patient or visitor, or individual requiring parking services.

B.23 Contractor will designate a supervisor or valet lead during the entire hours of each operation day as a representative of Contractor in handling any valet parking concerns, incidents, and claims. Contractor shall proactively manage all concerns, incidents, and claims in a timely, professional manner. Contractor shall also designate a project manager for this Contract at no additional cost to County, who will also assist in handling any valet parking concerns, incidents and claims.

B.24 Contractor shall provide to County a robust monthly report to include incidents in which the assistance of County Security became involved, number of customers served in valet parking, wait times, secret shops, analytical data, and any other information requested by County, which report shall be submitted in advance of the County and Contractor's evaluation meetings. The first meeting will occur promptly after the first sixty (60) days of operation. Thereafter, unless other agreed by the parties, said meetings will occur once every three (3) months.

B.25 Gratuities may be received by Contractor's parking staff but should never be expected. Contractor may not advertise for gratuity in any manner.

B.26 Contractor may have a third-party advertisement on the parking ticket if the third party advertiser is donating all or part of the cost of the parking tickets, provided that advertisements regarding politics, adult entertainment, tobacco or alcohol products, and gaming or gambling services shall not be permitted. County shall have final approval, in its sole discretion, of said tickets prior to its use.

B.27 Contractor shall provide a Plan of Operation to include the following: (i) site map indicating location of valet areas and setup of booths, signage, cones, golf carts storage and parking, along with dimensions of each of the signs and the valet booths; and (ii) site map indicating the circulation path of travel to and from the valet areas to the patient and visitors parking lots. The plan of operation must be approved from County prior to commencement of operations.

B.28 Contractor's hours of operation shall be Monday through Friday 7:00 am to 5:00 pm excluding holidays recognized by the County, which include New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Eve. The hours of operation

may be adjusted based on the actual flow and needs of County if agreed in writing by an authorized County representative.

B.29 Contractor's parking staff must at a minimum meet the following requirements: (i) be over 18 years old, (ii) have no points or speeding tickets on their driving record provided by Department of Motor Vehicle; (iii) provide a current and valid State of California driver license. (A photocopy of licenses of all parking management and valet services staff must be on file with County Security.); (iv) provide proof of auto and other required insurance; and (v) complete all Contractor training and background checks.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part; provided, however, that Contractor may, without the consent of the County but with prior written notice, assign this Agreement, its rights, and obligations hereunder to an Affiliate of Contractor. For purposes of this section, Affiliate shall mean any entity that is controlled by Contractor, or is under common control with Contractor. For avoidance of doubt, any change in ownership of Contractor shall be deemed an assignment that requires the County's consent.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, 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 under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any parking services users. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and Economic Value in the County**. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.13 County Representative

The County's Director of Arrowhead Regional Medical Center or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract and County approvals required in this Contract unless such approvals are to be provided by the Board, and shall be the final authority in all matters pertaining to the Services by Contractor. If this contract was initially approved by the Board, then the Board must approve all amendments to this Contract.

C.14 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.16 Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.18 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.19 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of Services to the County, utilizing a County approved form.

C.20 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.21 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a 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 the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.22 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.23 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.24 Licenses, Permits and/or Certification

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor 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.

C.26 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.27 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.28 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.29 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.30 RESERVED

C.31 Air, Water Pollution Control, Safety, and Health

Contractor shall comply with all air pollution control, water pollution, safety, and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.32 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.33 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.34 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.35 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.36 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.37 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

37.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

37.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

- 37.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements, and G. Insurance and indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 38 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.39 Termination for Convenience

The County shall have the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports. Contractor shall have the right to terminate the Contract in its entirety, for any reason, with a ninety (90) day written notice of termination.

C.40 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.41 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

C.42 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.43 Former County Administrative Officials

Contractor 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 Contractor. 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 representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board or such officer's staff, County Executive 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.

C.44 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.45 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.46 RESERVED

C.47 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.48 RESERVED

C.49 RESERVED

C.50 Hazardous Substances

The Contractor shall comply with all applicable laws related to any hazardous substance regulated by any applicable governmental or regulatory agency and shall not nor shall permit anyone to bring, generate, transport, use, handle, store, treat, release, bury, or dispose of any hazardous substances in, on, or about the parking lots at the ARMC Campus. In addition to those obligations imposed upon it pursuant to Section G.1, Contractor agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the 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 hazardous substances brought, generated, used, or disposed of at the parking lots of the ARMC Campus by Contractor or its employees, agents, contractors, vendors, invitees, or others under Contractor's control and for any costs or expenses incurred by the COUNTY on account of such claims, actions, losses, damages, and/or liability. The provisions of this section shall survive the expiration or earlier termination of this Contract.

D. TERM OF CONTRACT

This Contract is effective as of October 1, 2021, and expires September 30, 2026, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 The Contractor shall have a non-exclusive license to use the parking lots at the ARMC Campus to provide Services during the operating hours, subject to closures of all or portions of the parking lots as deemed necessary by County in its sole discretion without liability to the Contractor. Contractor agrees that it does not have and will not claim at any time any interest or estate of any kind or extend whatsoever in the parking lots at the ARMC Campus by virtue of this Contract. Contractor acknowledges and agrees that the parking lots are provided in its "AS IS" condition without any obligations, representations, or warranties by COUNTY as to its condition or suitability for Contractor's use to provide Services and Contractor assumes all risk in its use of the parking areas. Contractor agrees that it will upon any termination of this Contract return the parking lots in a clean and tidy manner and in as good condition and repair as the parking lots now are or shall hereafter be put, reasonable wear and tear excluded.

E.2 County shall provide Contractor with secured storage space for its golf carts, tables and coverings and other supplies or equipment, as reasonably determined by the County. It is the Contractor's responsibility to secure their own equipment.

E.3 RESERVED

F. FISCAL PROVISIONS

- F.1** The fixed rate payable by County to Contractor for each Contractor parking staff providing Services (irrespective of full-time or part-time status, supervisor/lead or non-supervisor/lead status, number of hours worked, volume of vehicles parked, and any other factors) for the duration of this Contract is Twenty-Five and 46/100 Dollars (\$25.46) per hour, provided that the maximum amount of payment authorized under this Contract shall not exceed a total of Two Million One Hundred Thousand Four-Hundred Fifty and 00/100 Dollars (\$2,100,450) for the five (5) year term. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof.
- F.2** Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County, detailing, at a minimum, the dates, names, and hours worked of each Contractor staff that performed Services under this Contract during said month along with the total number of hours billed in said month and a certification by Contractor that such itemized invoice is complete and accurate. Contractor shall provide such invoice and certification within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- F.3** 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.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** **RESERVED**
- F.7** **RESERVED**

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) 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 the 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 of the Indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements including the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the

performance of Services hereunder. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

If allowed by law, the Contractor 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 Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 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.

G.5 Severability of Interests

The 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 the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided 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 the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a certificate of insurance for all applicable policies.

G.7 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".

G.8 Deductibles and Self-Insured Retention

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

G.9 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 the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 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 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 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.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** 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 Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the 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 Director of Risk Management.

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.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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:
- Premises operations and mobile equipment.
 - Products and completed operations.
 - Broad form property damage (including completed operations).
 - Personal injury.
 - Contractual liability.
 - \$2,000,000 general aggregate limit.

- G.11.3** 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 the 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 the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Garage Keeper's Insurance - Contractor shall carry Garage Keeper's Liability Insurance covering damage to any vehicle left in Contractor's care, to include collision and theft, in an amount of not less than five thousand dollars (\$5,000) per occurrence.

G.11.5 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.

G.11.6 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

G.11.6 **RESERVED**

G.11.7 **RESERVED**

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right at any time during the Contract to review and audit all invoices, records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give prompt and full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, evaluation, and auditing of this Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings the County's cost of the audit (including, but not limited to, County staff time) and any payments made by County to Contractor that are determined by subsequent audit to be unallowable or overpaid pursuant to the terms of this Contract or by law.

H.2 All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or

- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Arrowhead Regional Medical Center
Health Information Management Department
Attn: Leah Beck
400 N. Pepper Avenue, Colton, CA 92324

Imperial Parking, LLC dba REEF
Attn: Jason Plonski
233 Peachtree Street NE Suite 2600, Atlanta, GA 30303

With a copy to:

Imperial Parking (U.S.), LLC dba REEF
Attn: Legal
233 Peachtree Street NE Suite 2500, Atlanta, GA 30303

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. SIGNATURES

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

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

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Imperial Parking (U.S.), LLC dba REEF

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

By

►

(Authorized signature - sign in blue ink)

Name Leonard Carder

(Print or type name of person signing contract)

Title President, Real Estate

(Print or Type)

Dated: _____

601 Brickell Key Drive

Address

Miami, FL 33131

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

William L. Gilbert, Director

Date _____