

Intergovernmental Agreement

This intergovernmental Agreement (“Agreement”) is made and entered into on October 22, 2024, by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public body, corporate and politic (“Buyer”) and, SAN BERNARDINO COUNTY, by and through the Purchasing Department, a public body, corporate and politic (“Procuring Party”).

RECITALS

WHEREAS, Buyer and Procuring Party desire to enter into a cooperative governmental purchasing agreement (also known as an “intergovernmental agreement”) for the provision of goods and services based on the Procuring Party’s competitively-sourced contract and internal service funds;

WHEREAS, in accordance with 2 Code of Federal Regulations, §200.318, General Procurement Standards, other applicable laws and procurement polices, Buyer desires to use, from time to time, competitively sourced contracts for the provision of goods or services.

WHEREAS, Procuring Party agrees to extend the use of its internal service funds (ISF) and competitively sourced contracts for the provision of goods and services; and

WHEREAS, Buyer agrees to accept the responsibility for compliance with any additional or varying laws and regulations governing purchases described herein, and further agrees to indemnify and hold harmless the Procuring Party for any and all liability that may arise therefrom.

Agreement

NOW THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for mutual covenants contained herein, Buyer and Procuring Party hereby agree as follows:

1. Term of Agreement This Agreement is effective October 22, 2024, and expires October 21, 2029, but may be terminated earlier in accordance with the provision of this Agreement.
2. Use of Contracts for Goods, Supplies and Services Procuring Party shall permit Buyer to utilize the Procuring Party’s competitively sourced contracts that include a participation clause to purchase goods or services in accordance with the terms and pricing hereof and as set forth in the applicable contract. Except as expressly set forth herein, or as subsequently determined by the mutual written agreement of the parties, with respect to any Procuring Party competitive procurement that contemplates cooperative governmental purchasing, the same terms, conditions and pricing as the Procuring Party contracts shall apply to this Agreement, with all particulars, including, but not limited to, those described herein, and shall be set forth with specificity in one or more purchase orders or contracts, to be mutually agreed to by and between the Buyer and vendor, in their sole discretion.

3. Utilization Process When Buyer wishes to utilize a specific contract of Procuring Party to purchase goods, supplies or services, buyer shall deliver written notice of same to the Procuring Party's Purchasing Manager responsible for the Purchasing Division. The notice shall identify the specific contract Buyer wishes to utilize and shall include a copy of this Agreement. Buyer shall prepare and send to Procuring Party a quarterly report, in a mutually agreed format, identifying what Buyer has purchased, the line-item pricing, and total amount of purchase for each purchasing contract that was utilized.
4. Internal Services Procuring Party shall permit Buyer to utilize services performed by Procuring Party's divisions, including but not limited to, printing and graphic design services, surplus and warehouse services, and mail services. Buyer shall pay the department for internal services at the same Board approved rates as are applied to internal departments of Procuring Party for such services.
5. Limitations on Payments; Performance The parties hereto agree that Procuring Party shall bear no responsibility for any obligations, liabilities or duties of the Buyer set forth in the Agreement. Notwithstanding the foregoing to the contrary, Procuring Party shall remain responsible for all obligations, liabilities and duties it agrees to as set forth in any applicable contract.
6. Indemnification Buyer shall indemnify, defend and hold harmless the Procuring Party, and its respective employees, officers, agents, successors or assigns, from and against any claims, suites, damages, liabilities, costs or expenses of whatever kind or nature, including attorney's fees, related to or arising from the compliance or non-compliance of this Agreement or Buyer's procurement activities with applicable federal, state, and/or local laws governing the procurement policies of a public agency, including but not limited to, 2 Code of Federal Regulations part 200, as amended and all laws and regulations pertaining to thereto.
7. Governing Law This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to the conflict of laws principles thereof.
8. Termination for Convenience Either party, for its convenience, may terminate this Agreement in whole or in part upon 30 (thirty) calendar days written notice. Upon receipt of termination notice, Buyer shall promptly discontinue use of Procuring Party's awarded contracts for the provision of goods, supplies or services, unless the notice directs otherwise. Buyer shall be authorized to received goods or supplies ordered in writing and complete services committed to Buyer in writing, under Procuring Party contracts prior to termination of the Agreement.
9. Notices All notices and other communications required or permitted hereunder, or contemplated hereby, shall be in writing and shall be personally delivered in return for a receipt, e-mail transmission (with original to follow by personal delivery or overnight delivery), or sent overnight delivery by a national reputable courier service with confirmation of delivery, to the parties at the

addresses set forth below. All notices shall be deemed given on the date of receipt if transmitted by e-mail and delivered during normal business hours, personally delivered in return for a receipt, or on the next business day following the delivery to a nationally reputable, overnight courier service with a next-day delivery directive. Any party may change the address and parties to which notices are to be given, in this manner.

Procuring Party:

County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760
Attn: Director of Purchasing
909-387-2060

Buyer:

Housing Authority of San Bernardino County
715 East Brier Drive
San Bernardino, CA 92408
Attention: Purchasing Manager
909-890-0644

10. Amendment. This Agreement sets forth the entire agreement between Buyer and Procuring Party and any modification must be in the form of a written amendment.
11. Authority. The persons executing the Lease below on behalf of Buyer and Procuring Party warrant that they have the power and authority to bind Buyer or Procuring Party to this Lease.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties on the date written.

PURCHASING DEPARTMENT OF SAN
BERNARDINO COUNTY

HOUSING AUTHORITY OF SAN BERNARDINO
COUNTY

By: _____
Dawn Rowe
Chair, Board of Supervisors

By: _____
Maria Razo
Executive Director, Housing Authority of San
Bernardino County

Date: _____

Date: _____

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

By: _____

Date: _____

Approved as to Legal Form:
ADAM EBRIGHT, Deputy County Counsel

By: _____
ADAM EBRIGHT
Deputy County Counsel

Date: _____