



Contract Number

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	92Mike Transport, LLC
Contractor Representative	Michael D. Looney, II
Telephone Number	(619) 322-1983
Contract Term	05/01/2026 – 04/30/2029
Original Contract Amount	Fee Per Service
Amendment Amount	-----
Total Contract Amount	Fee Per Service
Cost Center	_____
Grant Number (if applicable)	_____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County), by and through its included Sheriff/Coroner/Public Administrator (Sheriff), desires to designate a Contractor of choice to provide body transport services (Services); and

WHEREAS, the County conducted a competitive process to find 92Mike Transport, LLC (Contractor) to provide these Services, and

WHEREAS, the County finds Contractor qualified to provide body transport services; 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

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

A.2 Contract: The Contract between the County and the Contractor that specifies the terms and conditions in how the Contractor will provide services or products to the County.

- A.3 Contractor: Any individual, company, firm, corporation, partnership, or other organization identified as providing the Services, and to whom a Contract award is made by the County.
- A.4 Purchasing Agent: The Director of the County Purchasing Department, or their designee.
- A.5 Purchase Order (PO): A purchase order specifying the types and quantity of Products, Services, or Software ordered, the method of delivery, the delivery date required, and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.6 Services: The requested Services described in the Contract.
- A.7 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.
- A.8 Supine: Lying on the back or with the face upward.

B. CONTRACTOR RESPONSIBILITIES

B.1 BACKGROUND INFORMATION

The Sheriff’s Coroner Division (Coroner) requires body transport services for decedents from a death scene primarily to the County’s Central Morgue, located at 175 South Lena Road, San Bernardino, California 92415. The Coroner does not guarantee a total number of body transport cases to be awarded. For purposes of this Contract, the geographical areas of the County have been divided into eight (8) service zones, listed below. See Attachment B – Zone Map and Zone descriptions for all zone descriptions.

Zone No.	Name
1	Central Valley, Mountain Areas & Morongo Valley
2	High Desert/Victor Valley & Mountain Areas
3	Mojave Desert Areas
4	Needles/Parker Areas
5	Out of County
1H	Hospitals – Central Valley, Mountain Areas & Morongo Valley
2H	Hospitals – High Desert/Victor Valley & Mountain Areas
3H	Hospitals – Mojave Desert Areas

B.2 BODY TRANSPORT SERVICES

Services shall be performed under the direction of the Coroner Division Commander, or designee, and in cooperation with Sheriff personnel. All Services shall meet or exceed the requirements herein:

B.2.1 Transportation Requirements:

- a. Contractor shall be required to respond to the requested death scenes anywhere within the geographical boundaries of San Bernardino County, encompassing Zones 1, 2, 3, 4, 1H, 2H, and 3H, and to death scenes that are under the County’s jurisdiction but are located outside of the County’s geographical boundaries (Zone 5).
 - 1. All fees for Services as listed in Attachment A – Cost (except for those listed in Zone 5 – Out of County Boundaries) shall be invoiced per Service request made by Coroner. Fees shall be invoiced at the Unit Cost, which shall cover the entire Service as described in the “Service Item” column. Contractor shall not invoice Coroner the Unit Cost for each attendant responding to the Service Requests.
 - 2. As listed in Attachment A – Cost, Zone 5 – Out of County Boundaries services shall be invoiced at the Unit Cost per decedent, with no additional mileage fees within a 50-mile radius from the County boundary line. Mileage fees for Services requested beyond 50-mile radius shall be invoiced at the then-current Internal Revenue Service (IRS) mileage rate. For example, for a trip where the Contractor

travels 48 miles out of the County boundary, the charge would be \$750.00, with no additional mileage fees. If the Contractor travels 51 miles outside the County boundary, the charge would be \$750.00 + \$0.725 per mile (IRS rate as of April 1, 2026), for the additional mile past 50 miles outside of the County boundary = \$750.73.

- b. Contractor shall transport bodies to the County Morgue.
- c. Occasionally, Contractor shall be required to transport decedents from mortuaries and funeral homes in neighboring counties to the County Morgue at an agreed upon cost, as described in Attachment A – Cost. The starting and ending points for calculating mileage under these circumstances shall be from the County boundary line closest to the point of pickup, then from the pickup point back to that closest County boundary line.

B.2.2 Holiday/Weekend/After-Hours Availability:

- a. Contractor shall provide Services on an on-call basis, 24 hours per day, seven (7) days per week, and 365 days per year (366 during a leap-year).
- b. Services shall be available on all holidays, weekends, and after hours; there shall be no variation in service availability.

B.2.3 Attendant Requirements:

- a. Two (2) attendants shall be used on all calls except when otherwise directed by Coroner.
- b. One (1) attendant may be used on all institutional calls including, but not limited to, hospitals, convalescent hospitals, and board and care facilities.
- c. Contractor shall not invoice Coroner for excess body weight.
- d. Attendants are responsible for loading and unloading the decedent(s) into/from the Contractor's vehicles, placing bodies on the portable tables within the cold storage area of the morgue, and completing the transportation log located in the receiving area of the County's Morgue facility.
- e. When transporting a decedent from a hospital, attendants are required, when directed by the Coroner, to obtain all related blood and medical records and deliver them to the County Morgue upon presentation of the decedent.

B.2.4 Multiple Removals at the Same Death Scene:

- a. Contractor shall transport only one (1) body in a vehicle at a time. Removal of more than one (1) body from a single death scene shall be made only with the permission of and in coordination with Coroner. Any violation of this provision shall be considered a material breach of the Contract.
- b. Contractor's pricing for multiple body removals at the same death scene shall include pricing for the first body and reduced pricing for all additional bodies.

B.2.5 Body Preparation and Position Requirements:

- a. Contractor shall place bodies to be transported in body bags, tagged with a toe tag, with an evidence lock affixed through the zipper and pouch loop(s). Only Coroner-provided body bags, toe tags, and evidence locks shall be used.
- b. Under normal circumstances, Contractor shall transport and deliver all bodies in a supine, arms folded position.
- c. Contractor shall handle all remains in a professional and dignified manner, consistent with the standard of care for the industry.
- d. The case information listed on the front and back of the toe tag shall be completed on both sides with waterproof indelible black ink, preferably a broad angled Sharpie marker.

- e. The body bag shall be marked on the zippered side at the foot, head, and both sides with the decedent's name and case number, with waterproof indelible black ink, preferably a broad angled Sharpie marker. Hazardous situations such as contagious diseases, if known, should be written with waterproof indelible red ink, preferably with a broad angled Sharpie marker, identifying the case as "contagious" or "other hazardous conditions."

B.2.6 Handling of Personal Effects Requirements:

- a. Contractor shall not transport a body with personal property, including jewelry, unless expressly directed by Coroner personnel. Personal property shall be transported by the Deputy Coroner Investigator. A complete check of the body including property removal will be completed by the Deputy Coroner Investigator or Autopsy Assistant after receiving the body.

B.2.7 County Morgue Facility Procedures:

- a. Contractor shall be required to comply with all instructions and policies as directed by Coroner. Instructions and policies include, but are not limited to, protocols for decedent body delivery to Coroner facility, accessing County facilities, and the transferring of a decedent from a transport gurney to a morgue tray and carrier.
- b. Contractor shall be required to attend an orientation provided by Coroner before the effective date of the Contract.

B.2.8 Response Requirements:

- a. Contractor shall arrive at a requested death scene within ninety (90) minutes of notification, unless a later mutually agreed upon time is authorized by the requesting Deputy Coroner Investigator. Allowances shall be made for any unusual situations such as weather, road or traffic conditions, and remote areas.
- b. Contractor shall supply a toll-free access telephone line to Contractor dispatch center. Dispatch telephone contact for area regional transport services shall be made to a single telephone number within that region. All such telephones shall be manned on a 24-hour basis. Contractor shall have a means of communicating with its field personnel providing Services to Coroner.
- c. Contractor shall not invoice Coroner for standby time or wait time.

B.2.9 Equipment Requirements:

- a. Contractor vehicles shall be industry standard. Vehicles normally used in the mortuary trade for "first call/removal" shall be of a van conversion/SUV type.
- b. All vehicle windows shall be tinted to obscure public view to the extent allowed by law.
- c. Contractor vehicles shall be devoid of all bumper stickers, placards identifying the vehicle as "Coroner Transport" or similar, and other placards implying association to San Bernardino County or San Bernardino County Sheriff/Coroner/Public Administrator's Department.
- d. Contractor vehicles shall be kept in good mechanical and safe operational condition and be professional in appearance.
- e. Contractor vehicles shall be free of defects, without significant body, paint, and/or other damage in appearance.
- f. Contractor vehicles shall be kept clean outside, and interiors shall be sanitary and free of deleterious odors.

- g. Contractor vehicles, and the equipment thereof, shall be cleansed with a 1:10 solution of bleach and water, or other Environmental Protection Agency-approved germicide, as a disinfectant immediately after having been used for the transportation of a human body where death had resulted from a contagious disease.
- h. Contractor vehicles shall be equipped with a mobile radio, or a cellular phone, and a fire extinguisher.
- i. All vehicles used in the performance of Services under the Contract shall be subject to Coroner inspection at any time, at the discretion of Coroner.
- j. Contractor shall provide all necessary transport gurneys, stretchers, and sealer containers. Appropriate post cups shall be affixed to the transport vehicle's flooring to secure gurneys.
- k. Contractor shall supply all personal protective items needed to carry out Contractor's duties under the Contract, such as disposable gloves, gown, eye protection, barrier masks, jumpsuits, and disinfectant solutions (i.e., alcohol towelettes, alcohol foams, disinfectants, germicides, and hazardous waste bags).

B.2.10 Personnel Requirements:

- a. Contractor shall employ persons who are physically able to perform the duties required to provide Services under the Contract. This may include, but is not limited to, lifting human remains in excess of 250 pounds, hiking over rugged terrain, and driving substantial distances.
- b. Contractor personnel must have a valid California Driver's License that must be maintained during the Contract period, to the sole satisfaction of Coroner; staff driver's licenses shall be made available for inspection upon Coroner demand.
- c. During all body transport calls, Contractor and its employees shall present a professional appearance. Apparel shall consist of business attire approved by Coroner.
- d. Contractor's personnel shall direct all questions or queries at a death scene to Coroner personnel, including questions from families, friends, the media, etc. Any interaction by Contractor's personnel with the public that is deemed to be made in a rude, uncooperative, or argumentative manner will not be tolerated and may be grounds for removal of that employee to provide Services under the Contract.
- e. Contractor and its personnel must not represent themselves as employees of the County or Coroner, either by oral or written representation, or omission of a material fact.
- f. Contractor and its personnel are advised that representing themselves as a Peace Officer, Coroner, or Deputy Coroner may constitute a criminal offense.

B.2.11 Contract Renewal Option:

Contract extension(s) shall be subject to the County's discretion.

B.3 PERSONNEL BACKGROUND AND CONFIDENTIALITY REQUIREMENTS

B.3.1 Coroner shall have the sole discretion to determine the security acceptability of all Contractor's personnel at any time during the Contract period. Personnel found to be unacceptable security risks shall not be permitted to provide Services. Violation of the below provisions may result in the loss of personnel security clearance. In addition to the terms and conditions listed in Section C.6 – Background Checks for Contractor Personnel, Contractor shall adhere to the following:

- a. All Contractor personnel working under the Contract shall be issued a photo identification by Coroner and be required to wear it at all times while performing Services. Contractor must return the photo identification to Coroner upon termination of the Contract, or upon termination of any of the Contractor's personnel who were previously issued photo identification by Coroner.
- b. Contractor shall provide a list of individuals who render Services as personnel and/or Subcontractor who will enter County facilities under the Contract. The list shall be kept current and updated by the Contractor for the duration of the Contract period. Contractor personnel or Subcontractors may not be changed without the written approval of Coroner.
- c. Contractor shall immediately notify Coroner regarding any Contractor personnel reassignments, discharges, or terminations so that they may be removed from the facility access list. Contractor notifications regarding such action shall be submitted verbally within twenty-four (24) hours, followed by written notification within five (5) business days. All Contractor personnel shall possess a government-issued photo identification and shall meet Sheriff requirements for admission into any County facility. Additionally, Coroner shall maintain information on Contractor's personnel for safety and security purposes.
- d. Contractor personnel and Subcontractors shall be required, at any time, to complete additional forms, including non-disclosure agreements (subject to the provisions of FAR 52.203-18 (48 C.F.R. § 52.203-18)). Non-disclosure agreements acknowledge certain items such as that any information Contractor personnel and/or Subcontractors may encounter while at any County facility is confidential and proprietary (See Attachment C). Any unauthorized release of confidential or proprietary information by Contractor, its personnel, and/or its Subcontractors shall constitute a breach of Contract and shall be punishable by law. Sheriff reserves the right to enforce any available remedy at law, in equity, in the event of such breach.
- e. At Contractor's sole expense, all Contractor personnel and/or Subcontractors performing work on behalf of the Contractor under the Contract are required to undergo, and pass to the satisfaction of Sheriff, a background investigation as a condition of providing Services. Background checks shall include, but are not limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice and the Federal Bureau of Investigation, Live Scan, background questionnaire, and photographs.
- f. Contractor's personnel, Subcontractors, or agents **must** complete Live Scan fingerprinting services at Sheriff's headquarters located at 655 East Third Street, San Bernardino, California 92415. Upon Contractor's personnel, Subcontractors, or agents failing a background investigation, Sheriff will request that the individual be removed from performing work at any time during the Contract period. Contractor shall only be notified of the final security determination of its personnel. Specific details shall remain confidential and shall not be provided to the Contractor.

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.

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 the Contract.

C.5 Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under the 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) have not been convicted of a felony, are not proven substance abusers, and 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 verify that the individual meets the County's standards for employment. 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 provide Services, and County shall have the right, at its sole option, to refuse access to any Contractor 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

The 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 the Contract.

C.10 Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to the Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

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 Representative

The Sheriff, or designee, shall represent the County in all matters pertaining to the Services to be rendered under the Contract, including termination and assignment of the Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If the Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to the Contract, unless otherwise delegated.

C.13 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. For such repairs, the Contractor shall repay all costs incurred by the County, 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. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, 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.15 Drug and Alcohol Free Workplace

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

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 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.15.3 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 Services for the County-on-County property, or using County equipment, of the County's objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such Services for the County.

The County may terminate for default or breach of 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.16 Duration of Terms

The 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 the Contract.

C.17 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.18 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 the 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 their service to the County, utilizing a County approved form.

C.19 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.20 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 the Contract.

The County, by written notice, may immediately terminate the 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.21 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 the 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.22 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 the 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.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by 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 the Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of the Contract.

C.24 Material Misstatement/Misrepresentation

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

C.25 Mutual Covenants

The parties to the 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.26 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 the Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of the

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 memorialized, 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.27 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 the Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 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.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same Services provided herein may at their option and through the County Purchasing agent, avail themselves of the Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of the Contract.

C.30 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 the Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of Services under the 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/Scope of Work, and expenses pertaining to the 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.32 Relationship of the Parties

Nothing contained in the 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.33 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.34 Representation of the County

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

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of the 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 the Contract thereafter.

C.36 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 the Contract applicable to Contractor personnel.

For any subcontractor, Contractor shall:

- C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements, and G. Indemnification and Insurance Requirements.

Upon expiration or termination of the 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.37 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 the 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.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, 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) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

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

C.40 Venue

The parties acknowledge and agree that the 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 the Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. 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 the 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, San Bernardino County, San Bernardino District.

C.41 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.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided, information on former San Bernardino County 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 of Supervisors or such officer's staff, Chief 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.43 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.44 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 San Bernardino County 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. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of the Contract are the property of the County. These items must be returned to the County within ten (10) calendar days, upon written notification to the Contractor. In the event Contractor fails to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code section 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204, subdivision (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 Pub. Contract Code, § 2202,

subd. (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.47 Reserved

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to the Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Civ. Code, § 1798.100 et seq.) For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County including, but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market, or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of the Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150, subdivision (b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to the Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155, subdivision (b).

C.49 Reserved

C.50 Reserved

C.51 Reserved

C.52 Reserved

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56 Reserved

D. TERM OF CONTRACT

The Contract is effective as of May 1, 2026 and expires April 30, 2029, and may be extended for one (1) additional two-year period, or two (2) additional one-year periods, upon written agreement by the County and the Contractor, and with the County Board of Supervisors' approval, but may be terminated earlier in accordance with provisions of the Contract.

E. RESERVED

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under the Contract shall be subject to availability of other funds to the County. 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, including travel and per diem.

F.2 Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under the Contract, based on the rates listed in Attachment A – Cost, attached hereto and incorporated herein by this reference, within twenty (20) days of the end of the previous month. Invoices shall be issued with a net sixty (60) day payment term with the corresponding Purchase Order and/or Contract number stated on the invoices. County reserves the right to audit invoices submitted by Contractor. County shall make payment to Contractor within sixty (60) calendar days after receipt of invoice or the resolution of any billing dispute. All invoices shall be sent to the County via one of the following methods:

- Email invoices to: BOFA-ACCOUNTSPAYABLE@SBCSD.ORG
- Mail invoices to: San Bernardino County Sheriff's Department
Attn: Bureau of Administration – Accounts Payable
655 East Third Street
San Bernardino, CA 92415

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 the 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 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to the Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services including, but not limited to, the Ontario International Airport.

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 the

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 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 naming the County and its officers, employees, agents, and volunteers as additional named 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 ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

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

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

Contractor shall furnish Certificates of Insurance to the County 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 the Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

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 and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under the 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 the 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 Insurance Specifications

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

Without in any way 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 the 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 – 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:

- a. Premises operations and mobile equipment.

- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse, and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$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 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.11.5 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

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

G.11.6 ***Environmental Contracts - In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA “Director’s list of Hazardous Substances” or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:***

- a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the Contract project. The required additional insured endorsement shall protect the County without any restrictions.
- b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The

claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

G.11.7 Reserved

G.11.8 Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government 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 Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

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 In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under the Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.

I.2 Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of the Contract shall be a material breach of the Contract.

I.3 Contractor’s Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy, or claim arising out of the Contract. If these representatives are unable to resolve a dispute, controversy, or claim within ten (10) days after an initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee, and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since an initial request for negotiations at this level, the parties may agree in writing to submit the dispute to mediation.

I.4 In the event of a non-cured breach, the County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in the 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 the 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 the Contract and the balance, if any, shall be paid by the Contractor upon demand.

I.5 Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

J. NOTICES

All written notices provided for in the 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:

San Bernardino County Sheriff/Coroner/Public Administrator Attn: Bureau of Administration – Contracts & Procurement 655 East Third Street San Bernardino, CA 92415	92Mike Transport, LLC 16688 Juniper St. Hesperia, California 92345
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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 the 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 the Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Contract and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an 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 mail 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, San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, 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 San Bernardino County

By _____
Deputy

92Mike Transport, LLC

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

By ► _____
(Authorized signature - sign in blue ink)

Michael D. Looney

Name _____
(Print or type name of person signing contract)

Title CEO

(Print or Type)

Dated: _____

Address 16688 Juniper St.

Hesperia, California 92345

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Grace B. Parsons, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Carolina Mendoza, Chief Deputy Director of Sheriff's Administration

Date _____

ATTACHMENT A - COST

Service Area:

Zone 1 – Central Valley, Mountain Areas & Morongo Valley

Service Item/Quantity	UOM	Unit Cost	Tax Amount	Discount	Total Amount
Body Transport Fee from Scene to County Morgue (San Bernardino)	Each	\$750.00			\$750.00
Body Transport Fee of Multiple Bodies from One Scene to County Morgue (San Bernardino); Single Transport Vehicle	Each	\$700.00			\$700.00
Body Transport Fee – Dry Run	Each	\$480.00			\$480.00

ATTACHMENT A – COST (Continued)

Service Area:

Zone 2 – High Desert/Victor Valley & Mountain Areas

Service Item/Quantity	UOM	Unit Cost	Tax Amount	Discount	Total Amount
Body Transport Fee from Scene to County Morgue (San Bernardino)	Each	\$750.00			\$750.00
Body Transport Fee of Multiple Bodies from One Scene to County Morgue (San Bernardino); Single Transport Vehicle	Each	\$700.00			\$700.00
Body Transport Fee – Dry Run	Each	\$480.00			\$480.00

ATTACHMENT A – COST (Continued)

Service Area:

Zone 3 – Mojave Desert Areas

Service Item/Quantity	UOM	Unit Cost	Tax Amount	Discount	Total Amount
Body Transport Fee from Scene to County Morgue (San Bernardino)	Each	\$750.00			\$750.00
Body Transport Fee of Multiple Bodies from One Scene to County Morgue (San Bernardino); Single Transport Vehicle	Each	\$700.00			\$700.00
Body Transport Fee – Dry Run	Each	\$480.00			\$480.00

ATTACHMENT A – COST (Continued)

Service Area:

Zone 4 – Needles/Parker Areas

Service Item/Quantity	UOM	Unit Cost	Tax Amount	Discount	Total Amount
Body Transport Fee from Scene to County Morgue (San Bernardino)	Each	\$750.00			\$750.00
Body Transport Fee of Multiple Bodies from One Scene to County Morgue (San Bernardino); Single Transport Vehicle	Each	\$700.00			\$700.00
Body Transport Fee – Dry Run	Each	\$480.00			\$480.00

ATTACHMENT A – COST (Continued)

Service Area:

Zone 5 – Out of County Boundaries

Service Item/Quantity	UOM	Unit Cost	Per Mile Cost (beyond 50 miles radius from County boundaries)	Tax Amount	Discount	Total Amount
Body Transport Fee from Out of County, to County Morgue (San Bernardino);	Each	\$750.00	IRS Mileage Rate			\$750.00
Body Transport Fee from Out of County – Dry Run	Each	\$480.00	IRS Mileage Rate			\$480.00

ATTACHMENT A – COST (Continued)

Service Area:

Zone 1H – Hospitals: Central Valley, Mountain Areas & Morongo Valley

To include but not limited to: Chino Valley Medical Center, Montclair Hospital Medical Center, San Antonio Community Hospital, Kaiser Ontario, Kaiser Fontana, Arrowhead Regional Medical Center, Loma Linda University Medical Center, VA Loma Linda, St. Bernardine Medical Center, Community Hospital of San Bernardino, Redlands Community Hospital, Bear Valley Community Hospital, Mountain Community Hospital, High Desert Medical Center (Joshua Tree), and Robert Bush Naval Hospital.

Service Item/Quantity	UOM	Unit Cost	Tax Amount	Discount	Total Amount
Body Transport Fee from Hospital to County Morgue (San Bernardino)	Each	\$380.00			\$380.00
Body Transport Fee of Multiple Bodies from Hospital to County Morgue (San Bernardino); Single Vehicle	Each	\$330.00			\$330.00

ATTACHMENT A – COST (Continued)

Service Area:

Zone 2H – Hospitals: High Desert/Victor Valley & Mountain Areas

To include but not limited to: Victor Valley Global Medical Center, Providence St. Mary's Medical Center, Desert Valley Hospital and Barstow Community Hospital.

Service Item/Quantity	UOM	Unit Cost	Tax Amount	Discount	Total Amount
Body Transport Fee from Hospital to County Morgue (San Bernardino)	Each	\$380.00			\$380.00
Body Transport Fee of Multiple Bodies from Hospital to County Morgue (San Bernardino); Single Vehicle	Each	\$330.00			\$330.00

ATTACHMENT A – COST (Continued)

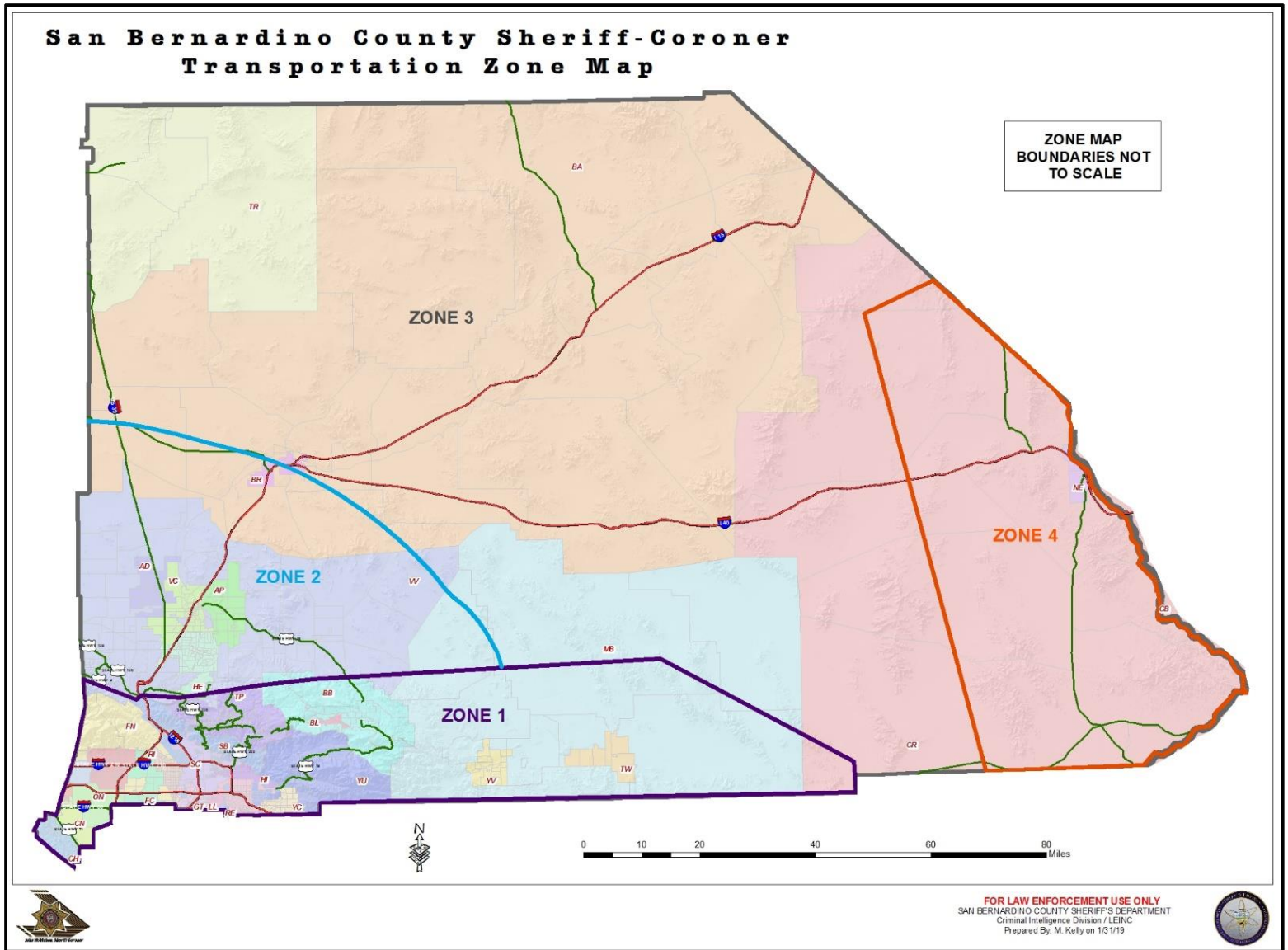
Service Area:

Zone 3H – Hospitals: Mojave Desert Areas

To include but not limited to: Weed Army Community Hospital.

Service Item/Quantity	UOM	Unit Cost	Tax Amount	Discount	Total Amount
Body Transport Fee from Hospital to County Morgue (San Bernardino)	Each	\$380.00			\$380.00
Body Transport Fee of Multiple Bodies from Hospital to County Morgue (San Bernardino); Single Vehicle	Each	\$330.00			\$330.00

ATTACHMENT B – ZONE MAP AND ZONE DESCRIPTIONS



San Bernardino County Sheriff-Coroner Transportation Zone Map Boundary Definitions

Zone 1

Zone 1 boundary begins at the San Bernardino / Riverside County line at Highway 62 near Joshua Tree and extends in a westerly direction along the San Bernardino / Riverside line to where San Bernardino, Riverside, and Orange County meet near Chino. The boundary continues in the north / westerly direction along the San Bernardino / Orange County line to the point where San Bernardino, Orange, and Los Angeles Counties meet near Chino Hills. The boundary continues in a northerly direction along the San Bernardino / Los Angeles County line to include the San Bernardino County area near Mt. Baldy where the boundary turns in an easterly direction. The boundary intersects at the Interstate 15 and Highway 138 intersection near the Cajon Pass. The boundary continues in an easterly direction including the mountain communities of Crestline, Lake Arrowhead, Big Bear, and surrounding mountain towns. The boundary continues in an easterly direction to the intersection of Highway 247 and Linn Rd near Landers. The boundary continues in an easterly direction and includes the southern portion of the Twenty-Nine Palms Marine Corps Base where the boundary turns in a south easterly direction. The boundary intersects Amboy Rd at Sheep Hole Pass before terminating and the beginning point at San Bernardino / Riverside County line at Highway 62 near Joshua Tree.

Zone 2

Zone 2 boundary begins at the intersection of Highway 138 and Interstate 15 and continues in a westerly direction to the San Bernardino and Los Angeles County line near Wrightwood. The boundary continues in a northerly direction to where Highway 58 intersects with San Bernardino, and Los Angeles County near Boron. The boundary turns in an easterly direction to the intersection of Interstate 15 and Interstate 40 in Barstow where it turns in a south easterly direction and continues to the north boundary line for Zone 1 near the intersection of Highway 247 in Landers. The boundary continues in a westerly direction along the north boundary line for Zone 1 to the termination point at the intersection of Highway 138 and Interstate 15.

Zone 3

Zone 3 boundary begins at the intersection of Highway 58 and the San Bernardino, Los Angeles County line and continue in a northerly direction along the San Bernardino, Los Angeles line to the intersection of San Bernardino, Los Angeles, and Kern Counties. The boundary continues in a northerly direction along the San Bernardino and Kern County line to the intersection of San Bernardino, Kern, and Inyo County, near Trona. The boundary then turns in an easterly direction and follows the San Bernardino and Inyo County line to the intersection of San Bernardino, Kern County, and Nevada State Line. The boundary then turns in a south easterly direction and continues along the California, Nevada State line to Nipton. The boundary turns in a southerly direction and intersects with Goffs Rd and Interstate 40. It continues in a southerly direction to the intersection of San Bernardino, Riverside Counties and Highway 62 about 15 miles west of Vidal Junction. The boundary turns in a westerly direction and follows the San Bernardino and Riverside County lines to the north termination point of Zone 1. The boundary turns in a north westerly direction and follows the north boundary line of Zone 1 to the intersection of Zone 1 and Zone 2 near Landers. The boundary then turns in north westerly direction and continues along the north boundary of Zone 2 to its termination point at the intersection of Highway 58 and the San Bernardino, Los Angeles County line.

Zone 4

Zone 4 begins at the intersection of the California, Nevada State Line and Zone 3. It continues in a southerly direction along the Zone 3 boundary to the intersection of Zone 3, San Bernardino, and Riverside County line. The boundary turns in an easterly direction and follows the San Bernardino, and Riverside County line to the intersection of San Bernardino, Riverside County, and Arizona State Line. The boundary turns in a north easterly direction and follows the San Bernardino, and Arizona boundary to the Parker Dam area, where the boundary turns in a north westerly direction, and continues to follow the San Bernardino, and Arizona boundary. The boundary continues along the California, and Arizona State Line to the intersection of California, Arizona, and Nevada, where the boundary turns in a north westerly direction along the California and Nevada State line to its termination point at the California, Nevada State Line and Zone 3.

Zone 5

Zone 5 is defined as any location outside the boundaries of the San Bernardino County boundary.

Zone 1H

Zone 1H includes hospitals in the Central Valley, Mountain Areas, and Morongo Valley. Hospitals include, but are not limited to: Chino Valley Medical Center, Montclair Hospital Medical Center, San Antonio Community Hospital, Kaiser Ontario, Kaiser Fontana, Arrowhead Regional Medical Center, Loma Linda University Medical Center, VA Loma Linda, St. Bernardine Medical Center, Community Hospital of San Bernardino, Redlands Community Hospital, Bear Valley Community Hospital, Mountain Community Hospital, High Desert Medical Center (Joshua Tree), and Robert Bush Naval Hospital.

Zone 2H

Zone 2H includes hospitals in the High Desert/Victor Valley & Mountain Areas. Hospitals in this area include, but are not limited to: Victor Valley Global Medical Center, Providence St. Mary's Medical Center, Desert Valley Hospital and Barstow Community Hospital.

Zone 3H

Zone 3H includes hospitals in the Mojave Desert Areas. Hospitals in this area include, but are not limited to, the Weed Army Community Hospital.

ATTACHMENT C

CONTRACTOR NONDISCLOSURE AGREEMENT

San Bernardino County (County) has a legal and ethical responsibility to safeguard the privacy of all decedents and to protect the confidentiality of their personal and health information. In the course of its business relationship with 92Mike Transport, LLC (92Mike) for 92Mike to provide body transport services, 92Mike’s employees and agents may come into possession of confidential information, even when they are not then actively or directly involved in providing body transport services.

In consideration of, and as a condition to, its business relationship with the County, 92Mike and its employees and/or agents agree that they will hold the following information (confidential information) in strictest confidence:

1. Any information supplied by the County or its affiliates;
2. Any information learned or acquired as the direct or indirect result of body transport services being provided to the County by 92Mike including, but not limited to, any and all information learned or acquired about any decedents and other persons connected to a scene requiring body transport services; and
3. Any information about the County or its affiliates’ business operations, products, or services.

No confidential information shall be disclosed except to employees and agents of 92Mike who need to know it to fulfill 92Mike’s obligations to the County or to authorized representatives of the County’s Sheriff/Coroner/Public Administrator (Sheriff). At any time, upon request of the County, 92Mike will promptly return all embodiments of confidential information in a form acceptable to the Sheriff without retaining any copies thereof. Furthermore, 92Mike and its employees and agents will not sell, share, discuss, assign, transfer, or otherwise disclose any confidential information outlined above with any other individuals or business entities and will not use the confidential information for any purpose other than providing the mutually agreed upon services. It is understood that “confidential information” does not include information which:

1. Generally becomes available to the public other than as a result of disclosure by 92Mike; or
2. Was available to 92Mike on a non-confidential basis prior to its disclosure by the County.

At all times during the term of 92Mike’s agreement with the County and thereafter, 92Mike and its employees and agents shall protect the confidential information from unauthorized use or disclosure and otherwise abide by the terms of this agreement.

CONTRACTOR SIGNATURE

PRINT NAME

TITLE

DATE