



Contract Number

21-367

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Georgia Pacific</u>
Contractor Representative	<u>Bernard Newcomer,</u>
Telephone Number	<u>877-377-2737</u>
Contract Term	<u>Indefinite, effective from the date of delivery</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>N/A</u>

1. Briefly describe the general nature of the contract: Dispenser Lease Agreement and Addendum with Georgia Pacific for lease of hygienic dispensers with no direct cost from Georgia Pacific

FOR COUNTY USE ONLY

Approved as to Legal Form


Charles Phan, Deputy County Counsel

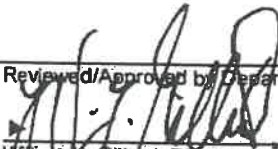
Date 4/27/2021

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department


William L. Gilbert, Director

Date 4/27/21



Georgia-Pacific

DISPENSER AGREEMENT WITH END USER LEASE AND WARRANTY

The GP PRO dispensers listed below provide the following benefits to your company:

- Hygienic dispensing
- Sustainable/operationally efficient waste reduction system
- A warranty for materials and workmanship to repair or replace dispensers

To take advantage of these benefits, an authorized representative of your company must complete the registration form below and accept the terms and conditions of this dispenser agreement.

AGREEMENT #: D-7211592

SECTION 1 – END USER COMPANY INFORMATION

COMPANY / ORGANIZATION NAME ARROWHEAD REGIONAL MEDICAL CENTER (ARMC)		LOCATION / BUILDING NAME		COMPANY PHONE (909) 580-6228	
STREET ADDRESS 400 N PEPPER AVE		CITY COLTON	STATE / PROVINCE CA	ZIP / POSTAL CODE 92324-1819	

SECTION 2 – AUTHORIZED END USER APPROVER

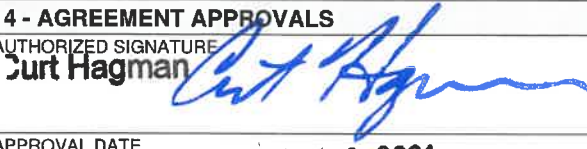
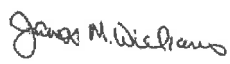
APPROVER'S FIRST NAME Eddy		APPROVER'S LAST NAME Evans	
APPROVER'S JOB TITLE Manager - EVS		APPROVER'S PHONE (909) 580-1000 X-00081	APPROVER'S EMAIL ADDRESS evansed@armc.sbcounty.gov

SECTION 3 - DISPENSERS PLACED

INSTALLATION DATE 12/28/2020	GEORGIA-PACIFIC SALES REPRESENTATIVE Bernard Newcomer, +1 7609609562, bernard.newcomer@gapac.com
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DISPENSER MFG ITEM #	DISPENSER NAME	QTY
59466A	Dspn Twl enMotion Recessed StnStl Leased	214
59498A	Dispns Twl enMotion Impulse 8 Black Lease	1061
56744A	COMPACT® 4-ROLL QUAD CORELESS TOILET PAPER DISPENSER	6
56784A	Compact® Side-By-Side 2 Roll Toilet Paper Dispenser	473
56790A	COMPACT® 2-ROLL VERTICAL CORELESS TOILET PAPER DISP.	60
53258A	ACTIVEAIRE® POWERED WHOLE-ROOM FRESHENER DISPENSER	87

SECTION 4 - AGREEMENT APPROVALS

END USER AUTHORIZED SIGNATURE  Curt Hagman	GEORGIA-PACIFIC SIGNATURE James M. Williams, VP 
END USER APPROVAL DATE MAY 18 2021	GEORGIA-PACIFIC APPROVAL DATE 05/05/2021

SEE THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE.

To activate this agreement, send a signed copy via email to register@gapacms.com or fax to 1-877-329-4767.
For more information on GP PRO dispensers, visit www.gppro.com or call us at 1-866-HELLO-GP (1-866-435-5647).



TERMS AND CONDITIONS

1. Lease. Georgia-Pacific Consumer Products LP ("GP") leases dispensers branded as enMotion® and SmartStock® to the End User Company named in this Agreement ("End User"), in each case as indicated in this Agreement (collectively, "Leased Dispensers"). **All Leased Dispensers remain GP's property.** Lease begins when GP delivers a Leased Dispenser to End User and continues for 3 years, unless terminated as provided herein, and will extend automatically annually thereafter without further charge.

2. Lease Restrictions. End User will only use refills ("Products") in Leased Dispensers that match the brand of the dispensers. **Use or permitting the use of unauthorized product(s) in a Leased Dispenser is prohibited.** End User will only purchase Products from distributors that GP authorizes to sell Products. End User will not (a) in any way alter any Leased Dispenser packaging or labeling; (b) remove or in any way tamper with GP's trademarks on the Leased Dispensers; or (c) affix any other trademark(s), logo(s) or other mark(s) on any Leased Dispensers. GP owns all Dispenser intellectual property rights. End User may apply GP-authorized dispenser skins to SmartStock® dispensers; however, End User shall not use (i) a Bio-Blend Cutlery SmartStock® dispenser skin on a dispenser that does not contain Bio-Blend SmartStock® branded cutlery, or (ii) a SmartStock® branded compostable cutlery dispenser skin on a dispenser that does not contain SmartStock® branded compostable cutlery.

3. Lease Termination: Removal of Leased Dispensers. Either GP party or End User may terminate the lease-related provisions of this Agreement (the "Lease") **without cause** by giving at least **30 days' written notice to the other party.** Either party may **immediately terminate the Lease, upon written notice to the other party if such other party: (a) breaches any such provision (including, without limitation, Section 2) and fails to cure such breach within 10 days of receiving written notice of the breach; (b) ceases to carry on, sells or otherwise transfers substantially all of its business or assets; or (c) makes an assignment for the benefit of creditors.** Within 30 days after the Lease terminates (including with respect to a particular Leased Dispenser), End User will either (a) remove all Leased Dispensers and deliver those Leased Dispensers to a place or places designated by GP in the continental United States, or (b) provide GP a list of the Leased Dispensers and locations where they are installed so that GP may remove them and pick them up. If GP terminates the Lease without cause, then GP will pay the reasonable cost of removing and shipping the Leased Dispensers; otherwise, End User is responsible for all such costs. If End User fails to return the Leased Dispensers to GP (or provide information about their location, as the case may be), then GP or its designees may (on reasonable notice, during normal business hours, and at End User's expense) enter the premises where the Leased Dispensers are located and take the Leased Dispensers into its possession without incurring liability to End User. End User will not be entitled to refund of any fees as a result of termination or recovery of Leased Dispensers.

4. Warranty and Repair. Each dispenser will be free from defects in workmanship and materials for the following periods when used with the appropriate refills under normal use:

- enMotion® brands: 10 years after installation
- SmartStock® cutlery brands: 5 years after installation
- All other brands: refer to the Dispenser Warranty that accompanies your dispensers

End User will promptly report to GP via 1-866-HELLOGP: location of the allegedly defective Dispenser, nature of defect, and date of installation. GP disclaims all other warranties with respect to Dispensers, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. If GP determines in good faith that defects in workmanship or material exist in any Dispenser, GP will, in its sole discretion, either repair defects, provide replacement parts or replace the Dispenser. Neither the initial lease term nor this warranty will renew when GP replaces a Dispenser; both continue from the date initial Dispenser was delivered. Except for this warranty, End User is responsible for all other Dispenser maintenance and repair. GP will not be liable for losses, costs or expenses resulting from (a) End User's or any other third party's improper installation, improper use or abuse of Dispensers, or (b) use of non-authorized products. GP will not be liable to End User for indirect, consequential or incidental damages with respect to this limited warranty and remedy; or for any other damages or remedies beyond those provided in this agreement.

5. General Provisions. End User may assign its rights and obligations with respect to the Leased Dispensers without GP's prior written consent to a subsequent purchaser of the facility in which the Leased Dispensers are installed if the assignee is provided notice of the terms of this Agreement and agrees to be bound by its terms regarding the Leased Dispensers. This Agreement will inure to the benefit of and be binding upon respective successors and authorized assigns of the parties hereto. If any provision of this Agreement is deemed unenforceable, invalid or illegal by a court of competent jurisdiction, then the validity of the remaining provisions will not be affected and the rights and obligations of GP and End User will be construed and enforced as if the Agreement did not contain the particular provision deemed invalid or illegal. End User will only place the Leased Dispensers in its locations within the United States.

Revision: 5202439v2 (03/2017)



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GP Pro™
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P. O. Box 105605
Atlanta, GA 30303-5605
www.gppro.com

Julie A. Howard
Vice President & General Manager
Towel Category

March 31, 2021

County of San Bernardino
On behalf of Arrowhead Regional Medical Center
Attn: Eddy Evans, Manager - EVS
400 N. Pepper Ave.
Colton, CA 92324-1819

Re: Dispenser Agreement

Dear Mr. Evans:

At the request of County of San Bernardino on behalf of Arrowhead Regional Medical Center ("End User") as consideration for End User agreeing to the terms of Georgia-Pacific Consumer Products LP's ("GP") Dispenser Agreement (the "Agreement") for the use of GP's enMotion® dispensers and the purchase of certain other GP dispensers, GP agrees to amend the terms and conditions of the Agreement as set forth below:

1. Section 5 is hereby deleted in its entirety and replaced with the following:

5. General Provisions. End User may assign its rights and obligations with respect to the Leased Dispensers without GP's prior written consent to a subsequent purchaser of the facility in which the Leased Dispensers are installed if the assignee is provided notice of the terms of this Agreement and agrees to be bound by its terms regarding the Leased Dispensers. GP may not assign its rights and obligations under this Agreement to any entity that is or has been convicted of any criminal offense related to health care or is or has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. This Agreement will inure to the benefit of and be binding upon respective successors and authorized assigns of the parties hereto. If any provision of this Agreement is deemed unenforceable, invalid or illegal by a court of competent jurisdiction, then the validity of the remaining provisions will not be affected and the rights and obligations of GP and End User will be construed and enforced as if the Agreement did not contain the particular provision deemed invalid or illegal. End User will only place the Leased Dispensers in its locations within the United States.

2. The following sections shall hereby be incorporated into the Agreement:

6. Indemnification. GP will indemnify, defend, and hold harmless End User and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any product provided by GP under or subject to this Agreement. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against End User, or End User receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, End User will use reasonable efforts to notify GP promptly of such lawsuit, claim or election. However, End User's failure to provide or delay in providing such notice will relieve GP of its obligations only if and to the extent that such delay or failure materially prejudices GP's ability to defend such lawsuit or claim. End User will give GP sole control of the defense (with counsel reasonably acceptable to End User) and settlement of such claim; provided that GP may not settle the claim or suit absent the written consent of End User unless such settlement (a) includes a

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release of all claims pending against End User, (b) contains no admission of liability or wrongdoing by End User, and (c) imposes no obligations upon End User other than an obligation to stop using the goods or services that are the subject of the claim. In the event that GP fails to or elects not to defend End User against any claim for which End User is entitled to indemnity by GP, then GP shall reimburse End User for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from End User. After thirty (30) days, End User will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by End User to GP. This shall not apply to any judgment or settlement amount, which amounts End User shall be entitled to notify, invoice or debit GP's account at any time; and End User, at its sole discretion, may settle the claim or suit.

If, in GP's opinion, any product provided by GP subject to this Agreement becomes, or is likely to become, the subject of a claim of infringement of Intellectual Property Rights, GP may, at its option: (i) procure for End User the right to continue using the product(s); (ii) replace or modify the product(s) to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of GP, End User shall cease use of the product(s) upon written notice from GP.

7. Governing Law and Venue. This Agreement will be governed by and construed under the laws of the State of Delaware without regard for principles of choice of law, and any action arising under this Agreement shall be venued in the Delaware.

8. Signatures. The Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

9. Debarment. GP hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, GP represents and warrants that no proceedings or investigations are currently pending or to GP's knowledge threatened by any federal or state agency seeking to exclude GP from such programs or to sanction GP for any violation of any rule or regulation of such programs.

This letter may be attached to the executed Agreement and indicate a modification thereto. End User agrees that the terms of this letter agreement are confidential and solely for the use of End User, except when prohibited by law.

Sincerely,

Georgia-Pacific Consumer Products LP

By: 

Name: Julie Howard

Title: VP & GM Towel Category

Acknowledged and agreed to by:

County of San Bernardino
on behalf of Arrowhead Regional Medical Center

By: 

Name: Chairman, Board of Supervisors

Title:

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By:  Deputy

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