



Contract Number

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	<u>Dan Munsey</u>
Telephone Number	<u>909-387-5779</u>
Contractor	<u>San Bernardino Regional Emergency Training Center Joint Powers Authority</u>
Contractor Representative	_____
Telephone Number	_____
Contract Term	_____
Original Contract Amount	<u>\$1,036,637.45</u>
Amendment Amount	_____
Cost Center	<u>1064042410</u>
Grant Number (if applicable)	_____

**PURCHASE AGREEMENT
BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
SAN BERNARDINO REGIONAL EMERGENCY TRAINING CENTER JOINT POWERS AUTHORITY**

WHEREAS, San Bernardino Regional Emergency Training Center Joint Powers Authority (hereinafter "SBRETC JPA") has an Aircraft Rescue and Firefighting vehicle (VEHICLE) and other equipment and supplies (SUPPLIES) as listed in Exhibit A and has no use for this item; and

WHEREAS, San Bernardino County Fire Protection District (hereinafter "SBCFPD") is a member of the SBRETC JPA and has a need for the VEHICLE and SUPPLIES; and,

WHEREAS, SBRETC JPA members have agreed to dissolve the authority and liquidate its assets; and

WHEREAS, SBRETC JPA is providing SBCFPD a full release for the VEHICLE and SUPPLIES.

NOW THEREFORE, SBCFPD and SBRETC JPA agree to the following terms and conditions.

I. Agreement

1. Under this Agreement, SBRETC JPA shall transfer ownership of the VEHICLE to SBCFPD for a total cost of \$1,036,636.45. The VEHICLE specifications and identifying information are as follows:

Quantity	Manufacturer	Model	Serial Number	Description
1	Rosenbauer	Panther '24	105818	6x6

2. Under this Agreement, SBRETC JPA shall transfer ownership of the SUPPLIES as listed in Exhibit A, to SBCFPD for a total cost of \$1.00.
3. SBCFPD accepts all responsibility for the VEHICLE and SUPPLIES and acknowledges that the VEHICLE and SUPPLIES are provided in "as is" condition and without warranty.
4. SBCFPD and SBRETC JPA shall cooperate in the transfer of title of the VEHICLE.
5. SBCFPD shall pay SBRETC JPA the total costs for the VEHICLE and SUPPLIES within 30 days upon the execution of this agreement.

II. General Terms and Conditions

1. Legality and Severability

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

2. Representation of the County and District

In the performance of the Agreement, SBRETC JPA, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County or the San Bernardino County Fire Protection District.

3. Relationship of the Parties

Nothing contained in this Agreement 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.

4. Duration of Terms

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

5. Mutual Covenants

The parties to this Agreement 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".

6. 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.

7. Choice of Law

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

8. San Bernardino County Fire Protection District Representative

The Fire Chief/Fire Warden or his/her designee shall represent SBCFPD in all matters pertaining to the services to be rendered under this Agreement, and shall be the final authority in all matters pertaining to the Agreement. The San Bernardino County Fire Protection District Board of Directors must approve all amendments to this Agreement.

9. Venue

The venue of any action or claim brought by any party to this Agreement 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 this Agreement 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.

10. Improper Consideration

SBRETC JPA 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 San Bernardino County (County) and SBCFPD in an attempt to secure favorable treatment regarding this Agreement.

SBRETC JPA shall immediately report any attempt by a County or SBCFPD officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from SBRETC JPA. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, SBCFPD is entitled to pursue any available legal remedies.

11. Improper Influence

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

12. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or SBRETC JPA's relationship with SBCFPD may be made or used without prior written approval of SBCFPD.

13. Dispute Resolution

In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.

III. Indemnity and General Release

SBCFPD accepts all liability and costs for the VEHICLE and SUPPLIES and hereby releases SBRETC JPA and its Board, officers, employees, volunteers, agents and contractors from all actions, claims or demands that SBCFPD and/or its assignees, heirs, distributees, guardians, and legal representatives have or may in the future have for all injury or damage resulting from the transferred VEHICLE or SUPPLIES. In approving this release, SBRETC JPA agrees to and does hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

SBRETC JPA agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its Board, authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SBCFPD 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 indemnities. SBRETC JPA indemnification obligation applies to SBCFPD's "active" as well as "passive" negligence but does not apply to SBCFPD's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

IV. Waiver of Subrogation Rights

SBRETC JPA shall require the carriers of required coverages to waive all rights of subrogation against SBCFPD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit SBRETC JPA and SBRETC JPA's employees or agents from waiving the right of subrogation prior to a loss or claim. SBRETC JPA hereby waives all rights of subrogation against SBCFPD.

V. Full Understanding

This Agreement represents the full and complete understanding of the parties with respect to the subject matter hereto, and this Agreement supersedes all prior oral and written agreements or understandings between the parties with respect to the subject hereto. Any amendment to this Agreement shall be in writing, signed by both parties.

VI. Conclusion

This Agreement consisting of six (6) pages is the full and complete document describing the terms regarding the transfer of the equipment described herein.

VII. Signature

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterpart 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.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties are herein provided.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

►

Dawn Rowe, Chair, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD
Lynna Monell, Secretary

By _____
Deputy

San Bernardino Regional Emergency Training Center Joint Powers Authority

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

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

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

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Rick Luczak, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►

Date _____

EXHIBIT A

San Bernardino Regional Emergency Training Center

Exhibit A- Inventory List

Item	Quantity
Chairs	62
Student Table	22
Instructor Desk	2
Computer	2
Projector	2
Cork Board	6
White Board	7
Podium	2
Storage Cabinets	2
Patch Board	1
Display Case	1
6 Foot Table	1
Chrome Utility Cart	1
Coffee Machine	1
Bench	1
Plaques	2
36 Inch Sceptre TV	1
Wall Pictures	10
ELKAY Water Station	1
Conference Table	1
Credenza	4
Conference Chairs	14
Small White Boards	3
Monitor	1
Firefighter Mannequins	2
Handcrafted Podium With Logo	1
Aircraft Door With Logo	1

Item	Quantity
Desk	4
Book Cases	2
Bins of T-Shirt	5
Cubicle	1
File Cabinet	1
Boxes	21
Extractor	1
Spot Free Pressure Washer	1
Air Chiller	1
Water Bottle Fill Station	1
SCBA Compressor and Fill Station	1
Tool Box and Tools	1
Penetration Aircraft Trainer and Spare Skins	1
2002 JCB-505 Telehandler With Bucket	1
Forklift Parking Shed	1
Hose Rollers	2
Helicopter Airframe	1
Office Supplies	Multiple
Cleaning Supplies	Multiple
Waxie Solution Station	Multiple
Turnout Coats	Multiple
Turnout Pants	Multiple
Turnout Boots	Multiple
Turnout Helmets	Multiple
Turnout Gloves	Multiple
Turnout Hoods	Multiple
Conference Swag	Multiple