



Contract Number

SAP Number

Probation Department

Department Contract Representative	Deputy Chief Probation Officer Scott Frymire
Telephone Number	(909) 387-5580
Contractor	San Bernardino County Fire Protection District
Contractor Representative	Fire Chief Dan Munsey
Telephone Number	(909) 387-5779
Contract Term	October 6, 2020 through June 30, 2021
Original Contract Amount	\$300,000
Amendment Amount	
Total Contract Amount	
Cost Center	

AGREEMENT BETWEEN THE COUNTY OF SAN BERNARDINO AND THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT RELATED TO THE RE-ENTRY PILOT PROGRAM

WHEREAS, the San Bernardino County Fire Protection District ("SBCFPD") provides fire protection and emergency medical services within its jurisdictional boundaries; and

WHEREAS, SBCFPD desires to implement a pilot program that would employ recently released inmates to provide fuel reduction and other fire related services ("Re-Entry Pilot Program" or "Program"); and

WHEREAS, the County of San Bernardino ("County") Probation Department ("Probation") desires to participate in the Program by assisting SBCFPD in the identification and selection of employment candidates that would provide SBCFPD these services; and

WHEREAS, Probation also desires to provide SBCFPD one-time funding for this Program in the amount of \$300,000 for Fiscal Year 2020-21.

NOW, THEREFORE, in consideration of the above, the County and SBCFPD agree as follows:

1. The maximum amount of payment by Probation to SBCFPD under this Agreement shall not exceed \$300,000 without an amendment to this Agreement. Except for the costs and expenses associated with the provision of gear and equipment for the Program, which shall be the sole responsibility of SBCFPD, the County's payment to SBCFPD shall be for all SBCFPD Program costs and expenses, including the costs and expenses associated with background checks. The maximum amount of payment under this Agreement does not include County costs and expenses. SBCFPD shall not be responsible for any costs or expenses incurred by County associated with the Program.
2. Probation shall advance SBCFPD \$300,000 by October 16, 2020. Upon SBCFPD Program completion and the capture of all SBCFPD Program costs and expenses, SBCFPD shall submit to Probation an itemized accounting of actual SBCFPD Program costs and expenses incurred by SBCFPD and, if said costs are less than the amount paid by Probation pursuant to Section 1, above, then SBCFPD shall refund Probation the difference within sixty (60) days after issuance of the itemized accounting.
3. This Agreement may be terminated without cause upon thirty (30) days' written notice by either party. Upon such termination, SBCFPD will comply with Section 2, above. This Agreement may also be terminated immediately by either party in the event of a breach of the Agreement terms by the other party. In such event, the non-breaching party shall be entitled to pursue any available remedies authorized by law or regulations.
4. The term of this Agreement is from October 6, 2020, through June 30, 2021. Sections 2 and 5, herein, shall survive the termination of this Agreement.
5. County agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from County's performance of its obligations under this Agreement.

SBCFPD agrees to indemnify, defend (with counsel reasonably approved by County), and hold harmless County and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the SBCFPD's negligent acts or omissions which arise from SBCFPD's performance of its obligations under this Agreement.

In the event the County and/or SBCFPD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the County and/or SBCFPD shall indemnify the other to the extent of its comparative fault.

6. County and SBCFPD are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
7. This Agreement shall be governed by the laws of the State of California. Any action or proceeding between the County and SBCFPD concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement, shall be instituted and tried in the appropriate state court in the County of San Bernardino, California.
8. During the term of this Agreement, the County and SBCFPD 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. SBCFPD 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.

9. If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Agreement is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Agreement or any other portion thereof.
10. The recitals of this Agreement are incorporated into the body of this Agreement by this reference.
11. Time is of the essence for each and every provision of this Agreement.
12. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.
13. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
14. Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by the County or SBCFPD.
15. The parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of this 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.
16. In the performance of this Agreement, SBCFPD, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.
17. SBCFPD will designate an individual to serve as the primary point of contact for this Agreement. SBCFPD or its designee must respond to County inquires within two (2) business days. SBCFPD shall not change the primary contact without written notification to and acceptance by the County. SBCFPD will also designate a back-up point of contact in the event the primary contact is not available.
18. Both parties shall notify the other party in writing of any change in mailing address within ten (10) business days of the change.
19. This Agreement is not assignable by either party, whether in whole or in part, without the consent of the other party.
20. Both parties agree any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original

Agreement and approved by the person(s) authorized to do so on behalf of SBCFPD and the County.

21. 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 attorney fees directly arising from a third-party legal action against a party hereto and payable under Section 5.
22. 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 this Agreement, the party with the problem or potential problem shall notify the other party within one (1) working day, in writing and by telephone.
23. Both parties shall make all reasonable efforts to ensure that none of their officers or employees, whose positions in their entities enable them to influence any award of this Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Agreement or shall have any relationship to the other parties or officer or employee of the other parties.
24. County and SBCFPD 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 other party in an attempt to secure favorable treatment regarding this Agreement. Both parties, by written notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the other party 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. Both parties shall immediately report any attempt by an officer, employee or agent of the other party to solicit (either directly or through an intermediary) improper consideration from the party. 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, the parties are entitled to pursue any available legal remedies.
25. Any written notice provided pursuant to this section shall be sent via interoffice mail to the following addresses:

Probation: Chief Probation Officer
Probation Department
Mail Code: 0460

SBCFPD: Deputy Fire Chief of Administration
San Bernardino County Fire Protection District
Mail Code: 0451
26. No news releases, advertisements, public announcements or photographs arising out of this Agreement or the parties' relationship with each other may be made or used without prior written approval of both parties.
27. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

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

29. This 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.

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

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

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 Curt Hagman, Chairman, Board of Directors

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

Lynna Monell, Secretary

By _____
 Deputy

COUNTY OF SAN BERNARDINO

▶

 Curt Hagman, Chairman, Board of Supervisors

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

Lynna Monell, Clerk

By _____
 Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____ Scott Runyan, Deputy County Counsel	▶ _____	▶ _____
Date _____	Date _____	Date _____

