

Contract Number

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Dan Munsey
Telephone Number	387-5779
Contractor	City of Rialto
Contractor Representative	
Telephone Number	
Contract Term	12/5/23 to 12/4/24
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

TEMPORARY TRANSFER OF VEHICULAR EQUIPMENT – TYPE 2 AMBULANCE AGREEMENT BETWEEN SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND CITY OF RIALTO

This agreement ("Agreement") is made and entered into by and between the San Bernardino County Fire Protection District (hereinafter referred to as "SBCFPD") and the City of Rialto (hereinafter referred to as "Rialto").

WHEREAS, Rialto is in need of an ambulance and has firefighter paramedics that are available to staff the ambulance; and

WHEREAS, Rialto has requested to temporarily borrow an ambulance from SBCFPD from December 5, 2023, through December 4, 2024; and

WHEREAS, SBCFPD has an unstaffed ambulance available to loan to Rialto; and

WHEREAS, pursuant to Health and Safety Code Section 13877, the SBCFPD Board of Directors may authorize the use of any vehicle, apparatus, or equipment outside SBCFPD, subject to any terms and conditions it prescribes; and

WHEREAS, SBCFPD is authorizing the use of the ambulance by Rialto subject to the terms and condition of this Agreement; and

WHEREAS, this Agreement serves the following SBCFPD purposes: 1) it addresses the limited ambulance resources available in the Rialto, who provides mutual aid to SBCFPD; and 2) benefits SBCFPD by having staffed ambulances available to meet the health and safety needs of SBCFPD.

NOW THEREFORE, it is agreed as follows:

A. GENERAL PROVISIONS:

1. SBCFPD agrees to provide Rialto a Type 2 Ambulance (sometimes referred to as "apparatus") as a one-time loan from December 5, 2023, through December 4, 2024, at no cost to Rialto except as provided below.
2. SBCFPD and Rialto agree to perform a pre-inspection of the apparatus prior to delivery of the apparatus to Rialto.
3. Rialto agrees to provide fuel associated with the apparatus while under the care of Rialto.
4. Rialto agrees to immediately notify SBCFPD's on-duty West Valley Battalion Chief of any mechanical issues that may arise with the apparatus during the course of the Agreement.
5. Rialto agrees to return SBCFPD's apparatus seven calendar days prior to the termination of this Agreement. If this Agreement is terminated early, then within one calendar day of the termination.
6. Both parties agree to perform a post-inspection upon return of the apparatus to SBCFPD.
7. During the term of this Agreement, Rialto shall maintain in good repair, by way of a preventative maintenance program and good stewardship, the apparatus, and shall be financially responsible for said maintenance and repairs up to a maximum of \$500 per occurrence, or an annual combined limit in the amount of \$2,500. Any repairs and maintenance exceeding \$500 per occurrence, or over the combined annual amount of \$2,500 must receive prior authorization from SBCFPD, which shall be financially responsible for any such pre-authorized repairs, unless SBCFPD determines in their sole discretion the repairs and maintenance are due to Rialto's negligence. An occurrence shall be defined as all repair parts/items and labor as per industry standards for that repair item. An example would be an ambulance that breaks down on an incident because of motor/engine problems. The costs of towing, all repair parts/items and labor to get the motor/engine repaired and the ambulance back in service would be included in the occurrence. Rialto shall be responsible for the costs of repair or replacement of the apparatus transferred hereunder which is consumed, lost, stolen, damaged or destroyed while in Rialto's possession. This provision shall survive the termination of this Agreement.
8. Rialto shall not make any changes to the apparatus without the prior written approval of the SBCFPD Fire Chief or the Fire Chief's designee.

B. INDEMNIFICATION:

Rialto agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its 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 indemnitees. Rialto's 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.

C. INSURANCE:

1. SBCFPD is an authorized self-insurance public entity for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrants that through its respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions or obligations of this Agreement.
2. Rialto agrees to comply with the following insurance terms:

Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming SBCFPD 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 SBCFPD to vicarious liability but shall allow coverage for SBCFPD 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.

Waiver of Subrogation Rights

Rialto 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 Rialto and Rialto's employees or agents from waiving the right of subrogation prior to a loss or claim. Rialto hereby waives all rights of subrogation against SBCFPD.

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 SBCFPD.

Severability of Interests

Rialto 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 Rialto and SBCFPD or between SBCFPD and any other insured or additional insured under the policy.

Proof of Coverage

Rialto shall furnish Certificates of Insurance to the SBCFPD Department administering the Contract 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 Rialto shall maintain such insurance from the time Rialto commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Rialto 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.

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".

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.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, SBCFPD 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 SBCFPD will be promptly reimbursed by Rialto or SBCFPD payments to Rialto will be reduced to pay for SBCFPD purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by SBCFPD. 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 SBCFPD. 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 SBCFPD, inflation, or any other item reasonably related to SBCFPD's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Rialto agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of SBCFPD 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 SBCFPD.

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

Without in anyway affecting the indemnity herein provided and in addition thereto, Rialto shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

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 Rialto and all risks to such persons under this contract.

If Rialto has no employees, it may certify or warrant to SBCFPD 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.

Commercial/General Liability Insurance – Rialto shall carry General Liability Insurance covering all operations performed by or on behalf of Rialto 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.

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 Rialto 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 Rialto owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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.

D. TERM:

1. The term of this Agreement is from December 5, 2023, through December 4, 2024.
2. Either party may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof.

E. VENUE:

The venue of any action or claim brought by any party to the Agreement will be in San Bernardino County. 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 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 San Bernardino County.

F. ATTORNEY’S FEES AND COSTS:

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney 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 the Indemnification and Insurance Requirements.

G. CONTRACT EXECUTION:

This Contract 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 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 Contract upon request.

H. ADDITIONAL TERMS:

1. The recitals are incorporated into this Agreement by reference.
2. Rialto agrees 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 Rialto and SBCFPD.
3. Without the prior written consent of SBCFPD, the Agreement is not assignable by Rialto either in whole or in part.
4. This Agreement shall be governed by and construed according to the laws of the State of California.
5. Rialto shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Rialto shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Rialto will notify SBCFPD immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.
6. 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.

IN WITNESS WHEREOF, the SBCFPD and Rialto have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

CITY OF RIALTO

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

►

Dawn Rowe, Chair, Board of Directors

By

►

(Authorized signature - sign in blue ink)

Dated: _____

Name

(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Title

(Print or Type)

Lynna Monell, Secretary

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►
Scott Runyan, Principal Assistant County Counsel

►

►

Date _____

Date _____

Date _____