

**REQUEST FOR PROPOSAL – NO. SHF-22-001
Humboldt County Sheriff's Patrol Boat and Trailer**

**SAMPLE SERVICE AGREEMENT
COUNTY OF HUMBOLDT STANDARD AGREEMENT TERMS & CONDITIONS**

This standard agreement terms and conditions ("Agreement") between the County of Humboldt ("COUNTY") and _____ ("CONTRACTOR") for provision of goods and/or services is effective from _____ to _____

1. **SUBJECT OF AGREEMENT:** CONTRACTOR shall provide goods and/or services to COUNTY as set forth in Exhibit A – Description of Goods and/or Services and Schedule of Rates
2. **TERMINATION:**
 - A. **Termination for Cause.** COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately provide the goods and/or services required hereunder, fails to comply with the terms or conditions set forth herein or violates any local, state or federal law, regulation or standard applicable to its performance herein.
 - B. **Termination without Cause.** COUNTY may terminate this Agreement without cause upon written notice which states the effective date of the termination.
 - C. **Compensation upon Termination.** In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated goods and/or services provided pursuant to the terms and conditions set forth herein through, and including, the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.
3. **COMPENSATION and PAYMENT:**
 - A. The maximum amount payable for all goods and/or services provided pursuant to this Agreement is \$_____. CONTRACTOR agrees to provide all goods and/or services required under this Agreement for an amount not to exceed such maximum dollar amount. The specific rates and costs applicable to this Agreement are set forth in Exhibit A – Description of Goods and/or Services and Schedule of Rates, which is attached hereto and incorporated herein by reference.

B. CONTRACTOR shall submit to COUNTY invoices itemizing all goods and/or services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Payment for approved charges shall be made within thirty (30) days after receipt of approved invoices.

4. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested to the respective addresses set forth on the Signature Page of this Agreement. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

5. CONFIDENTIAL INFORMATION:

In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

6. NON-DISCRIMINATION COMPLIANCE:

In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors hereunder, shall not unlawfully discriminate in the provision of services or goods or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age, sex; including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing set forth herein shall be construed to require the employment of unqualified persons.

7. NUCLEAR-FREE CLAUSE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear

Weapons Contractor.

8. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification.** CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance.** Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

9. INSURANCE:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the Humboldt County Risk Manager.

- A. General Insurance Requirements.** Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement and any extensions thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Best's rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

- 1.** The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a.** Includes contractual liability.
 - b.** Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to "XCU Hazards."
 - c.** Is the primary insurance with regard to COUNTY.
 - d.** Does not contain a pro-rata, excess only and/or escape clause.
 - e.** Contains a cross liability, severability of interest or separation of insureds clause.
- 2.** The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms as approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

10. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both

parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or worker's compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

11. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General legal Requirements.** CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the goods and/or services provided pursuant to the terms and conditions of this Agreement.
- B. Accessibility Requirements.** CONTRACTOR agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in Section 1194.1 of Title 36 of the Code of Federal Regulations, all as may be amended from time to time.
- C. Conflict of Interest Requirements.** CONTRACTOR agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- D. Licensure Requirements.** CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to the goods and/or services provided pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable provisions of Sections 7000, *et seq.* of the California Business and Professions Code. CONTRACTOR hereby warrants that it has obtained, and shall maintain throughout the term of this Agreement, any and all local, state and/or federal permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement.

12. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent

section to make such insertion or correction.

13. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

14. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

15. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

16. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

17. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.

18. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

19. AMENDMENTS:

This Agreement may be amended at any time upon the mutual consent of both parties. No addition to, or alteration of, any term of this Agreement shall be valid unless made in writing and signed by an authorized representative of each party.

20. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

21. PUBLIC RECORDS:

It is understood that any and all information, documents and materials concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY and are subject to disclosure under the California Public Records Act, California Government Code Sections 6250, *et seq.*

22. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 and 395.

23. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY prior to subcontracting any portion of the goods and/or services to be provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all goods and/or services provided by third parties under subcontracts, whether approved by COUNTY or not.

24. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums

allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

25. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 1(D) – Compensation upon Termination, Section 5 – Confidential Information and Section 8 – Indemnification shall survive the expiration or termination of this Agreement.

26. CONFLICTING TERMS AND CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority. CONTRACTOR understands and agrees that all CONTRACTOR service agreements are subordinate to this Agreement and that all CONTRACTOR service agreements shall be deemed to incorporate all the terms and conditions of this Agreement. CONTRACTOR service agreements shall not be construed as amendments to this Agreement or as authority for CONTRACTOR to increase the price of any product or service or to modify any term or condition of this Agreement.

27. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

28. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

29. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

30. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

31. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

32. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

**Corporations require two signatures of the officers in the roles name below the Title lines.

CONTRACTOR:

By: _____

Date:

Name: _____

Title:

CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT

By: _____

Date:

Name: _____

Title:

SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER

COUNTY OF HUMBOLDT:

By: _____

Date:

Humboldt County Purchasing Agent

APPROVED AS TO FORM: RISK MANAGER (PRE-APPROVED FORM) 1-6-2021

ADDRESSES FOR NOTICES:

CONTRACTOR: _____

COUNTY: Humboldt County Administrative Office – Purchasing Division
825 Fifth Street, Room 112
Eureka, California 95501

