



**Contract Number**

**SAP Number**  
N/A

## Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	(909) 387-0640
<b>Agency</b>	Agency Name (Agency)
<b>Agency Representative</b>	Template No. 2
<b>Telephone Number</b>	
<b>Contract Term</b>	xx/xx/2025 – 6/30/2030
<b>Original Contract Amount</b>	
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	4430001000
<b>Grant Number (if applicable)</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, Agency is a recognized public entity that wishes to contract for law enforcement polygraph services (Services); and

**WHEREAS**, San Bernardino County (County) is able to provide said Services through its included Sheriff/Coroner/Public Administrator (Sheriff);

**NOW, THEREFORE**, the County and Agency mutually agree to the following terms and conditions (Agreement):

#### A. SCOPE OF AGREEMENT

**A.1** Sheriff shall administer the following, as requested by Agency:

**A.1.1** Polygraph examinations of suspects required in criminal law and justice agency cases.

**A.1.2** Polygraph examinations of individuals involved in internal affairs investigations.

**A.2** Sheriff shall schedule the subject for a pre-examination interview and polygraph examination, If the examiner notes significant response on the part of the subject during the polygraph examination, the examiner will conduct a post-test interview in an attempt to obtain further relevant information from the subject. Additional testing may be conducted at that time, as needed.

- A.3** A written report will be submitted to Agency by Sheriff within five (5) working days of Sheriff's completion of the polygraph examination.
- A.4** If Agency requires audio/video polygraph examination records for a subject, Agency shall notify the Sheriff of the same and provide to Sheriff all digital video discs necessary for the recorded polygraph examination.
- A.5** The Sheriff, or designee, shall, at Sheriff's sole discretion, control the assignment of polygraph examiners under this Agreement. Only fully qualified and licensed polygraphists shall be assigned.
- A.6** Normal duty hours of polygraph examiners for purposes of this Agreement shall be Monday through Friday from 7:00 a.m. until 5:00 p.m., excluding County holidays. Any polygraph examination(s) provided outside normal duty hours, including County holidays, will be billed at the actual Polygraph Examiner's overtime rate.

## **B. TERM OF AGREEMENT**

The term of this Agreement shall be for a period commencing on XXXX XX, 2025, or on the date of the Sheriff's authorized signature on this Agreement, whichever is later, and ending on June 30, 2030.

## **C. TERMINATION FOR CONVENIENCE**

The parties reserve the right to terminate the Agreement, for the party's convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination by Agency, payment shall be made to the Sheriff for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice from Agency, Sheriff shall promptly discontinue Services unless the notice directs otherwise. If applicable, Agency shall deliver promptly to the County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

Notwithstanding the foregoing, the Sheriff may terminate this Agreement at any time, without advance notice to Agency, in the event Agency fails to comply with any term of this Agreement.

## **D. COUNTY REPRESENTATIVE**

The Sheriff, or designee, shall represent the County in all matters pertaining to the Services to be rendered under this Agreement, including termination of this Agreement, and shall be the final authority in all matters pertaining to the Services provided to Agency. If this Agreement was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Agreement.

## **E. FISCAL PROVISIONS**

- E.1** In consideration for Services performed by Sheriff, Agency agrees to pay a sum of \$356.00 per law enforcement polygraph examination, or the most current rate established by the County, updated July 1 of each year. Agency will be invoiced monthly for all examinations administered during the prior month. Payment shall be due within forty-five (45) days from the date of each invoice.
- E.2** LATE CANCELLATION: Agency agrees to pay the full cost of any scheduled law enforcement polygraph examination unless Agency cancels the appointment more than twenty-four (24) hours in advance of the scheduled examination time, by calling the Sheriff's Specialized Investigations Division at (909) 387-0625.

## **F. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **F.1 Mutual Indemnification**

The Agency agrees to indemnify, defend (with counsel reasonably approved by County), and hold harmless the County and its authorized officers, employees, agents, and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of the Agreement from

any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the County 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. The Agency indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

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

#### **F.2 Waiver of Subrogation Rights**

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

#### **F.3 Comparative Fault**

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

#### **F.4 Self-Insurance**

The County and Agency 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.

### **G. NOTICES**

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Sheriff's Department	«AgencyName»
Bureau of Administration Contracts Unit	«AgencyName2»
655 East Third Street	«Address»
San Bernardino, CA 92415-0061	«City», «State» «PostalCode»
Fax Number: (909) 387-3444	

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

### **H. ENTIRE AGREEMENT**

This Agreement, including all exhibits and other documents attached hereto and incorporated herein by reference, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations, or representations relating to the subject matter of t 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.

**I. ELECTRONIC SIGNATURES**

This Agreement and, if applicable, any subsequent amendments, 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 mail 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**, San Bernardino County and Agency have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Sheriff/Coroner/Public Administrator Authorized  
Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name of Agency)

By ►  
\_\_\_\_\_  
(Agency Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Approved as to Legal Form

Name \_\_\_\_\_  
(Print or type name of person signing)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Grace B. Parsons, Deputy County Counsel	► _____	► Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Date _____	Date _____	Date _____