



Contract Number

25-016

SAP Number

## 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>Contractor</b>	California Commission on Peace Officer Standards and Training (POST)
<b>Contractor Representative</b>	Contract Analyst
<b>Telephone Number</b>	(916) 227-4537
<b>Contract Term</b>	06/01/2025 – 06/30/2026
<b>Original Contract Amount</b>	\$
<b>Amendment Amount</b>	-----
<b>Total Contract Amount</b>	\$
<b>Cost Center</b>	4439201000
<b>Grant Number (if applicable)</b>	-----

**Briefly describe the general nature of the contract:**

Revenue Agreement with the State of California, Commission on Peace Officer Standards and Training (POST) for the Sheriff/Coroner/Public Administrator to provide POST supervisory level training courses from July 1, 2025, through June 30, 2026, in a reimbursement amount not to exceed \$91,183.96, in accordance with the attached State Standard Agreement No. C000136-012925.

**FOR COUNTY USE ONLY**

Approved as to Legal Form ▶ <u>Grace B. Parsons</u> Grace B. Parsons, Deputy County Counsel Date <u>07/28/2025</u>	Reviewed for Contract Compliance _____ Date _____	Reviewed/Approved by Department ▶ <u>Carolina Mendoza</u> Carolina Mendoza, Chief Deputy Director of Sheriff's Administration Date <u>7/25/2025</u>
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C000136-012925	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTOR NAME

San Bernardino County Sheriff's Department

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement is:

\$91,183.96 (ninety-one thousand one hundred eighty-three dollars and ninety-six cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A Attachment I	Presenter Authorization Request Form	2
Exhibit B	Budget Detail and Payment Provisions	2
+ Exhibit B Attachment I	Budget Overview	1
+ Exhibit B Attachment II	Budget Detail & Supplies Detail	2
+ Exhibit B Attachment III	Contract Reimbursement Request (CRR)	2
+ Exhibit B Attachment IV	Invoice Budget Breakdown Worksheet	2
+ Exhibit C *	General Terms and Conditions	2/2025
+ Exhibit D	POST Special Terms and Conditions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Bernardino County Sheriff's Department

CONTRACTOR BUSINESS ADDRESS

18901 Institution Blvd

CITY

San Bernardino

STATE

CA

ZIP

92407

PRINTED NAME OF PERSON SIGNING

Dawn Rowe

TITLE

Board of Supervisor Chair

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

AUG 05 2025

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C000136-012925	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTING AGENCY ADDRESS

860 Stillwater Road

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Tom Osborne

TITLE

Assistant Executive Director

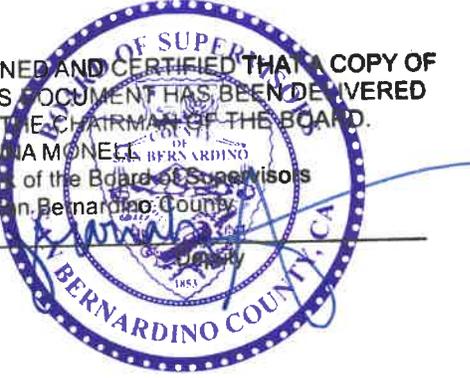
CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD.  
LYNNIA MONELLI  
Clerk of the Board of Supervisors  
of San Bernardino County  
By \_\_\_\_\_



**Scope of Work**

The 80-hour Supervisory Course is specifically designed for first-level supervisors in a law enforcement agency. This course may be bifurcated into two 40 hours presentations for two consecutive months. This course must be completed within 12 months of promotion or appointment to a first-level supervisory position to meet the requirements of POST Regulation 1005.

1. San Bernardino County Sheriff's Department (SBSD) (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with services necessary for the coordination, management, and delivery of the POST Supervisory Course to California law enforcement personnel as described herein.
2. The project coordinators during the term of this Agreement will be:

<p><b><u>POST</u></b>                  Name: Jim Katapodis                  Title: Law Enforcement Consultant II                  Phone: (916) 227-3467                  Email: jim.katapodis@post.ca.gov</p>	<p><b><u>San Bernardino County Sheriff's Department</u></b>                  Name: Benjamin Henry                  Title: Sergeant                  Phone: (909) 473-2531                  Email: bhenry@sbcasd.org</p>
<p><b><u>POST</u></b>                  Attention: Contract Analyst                  Address: 860 Stillwater Road, Ste. 100                  West Sacramento, CA 95605                  Phone: (916) 227-4537                  Email: contracts@post.ca.gov</p>	<p><b><u>San Bernardino County Sheriff's Department</u></b>                  Name: Benjamin Henry                  Address: 18901 Institution Blvd                  San Bernardino, CA 92407                  Phone: (909) 473-2531                  Email: bhenry@sbcasd.org</p>

3. The Contractor shall fully perform all responsibilities and duties as required by this Agreement and in accordance with directives of the POST Program Manager.
4. Compliance Check: The POST program manager will conduct at least one "compliance check" of the Contractor's record-keeping processes annually to ensure that the Contractor is dispersing funds according to this agreement. The contractor agrees that such "compliance check" is anticipated and conducted within the scope of this agreement. The contractor shall provide proof of paid invoices (e.g., hotel costs, evaluator payments, travel (see Exhibit D.5. Travel), etc.) upon request.
5. The Contractor shall present four (4) POST Supervisory Course presentations.
  - A. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
  - B. The Supervisory Course is organized under the following topics (Commission Procedure D-3, Supervisory Course) in conjunction with new mandates which include Hi-tech Crimes and Use of Force:

Commission on Peace Officer Standards and Training  
and San Bernardino County Sheriff's Department  
Agreement Number: C000136-012925  
Exhibit A

- Accountability
- Communications in a Diverse Workforce
- Conflict Management
- Counseling
- Critical Incident Management/UOF
- Decision-Making Models
- Supervisors' responsibilities at a use of force incident
- Hi-tech Crimes (recently added)
- Internal Affairs Investigations
- Leadership Styles and Behaviors
- Power and Authority
- Recognizing and Documenting Employee Performance
- Role Identification and Transition
- Officer Wellness/Stress Management

C. The Contractor agrees to use only materials from the Supervisory Course Network and materials approved by the POST Program Manager.

D. The Contractor shall assign a Coordinator to monitor the preparation and completion of Supervisory Course presentations.

a. Coordinator:

- i. Develops the class schedule.
- ii. Assign students to each presentation.
- iii. Ensure students receive course related materials.
- iv. Maintain communication with facilitators.
- v. Prepare mailing labels for items to be delivered, if applicable
- vi. Ensure all outgoing boxes contain the necessary materials, if applicable
- vii. Purchase and store books needed for presentations, if applicable
- viii. Create and disseminate printed handouts for presentations.
- ix. Maintain inventory of on-site supplies and supplies kept at training sites.
- x. Track attendee absences and hours missed.
- xi. Develop, print, and distribute graduation certificates.
- xii. Delegates assignments to Clerical Support

E. The Contractor shall ensure that they provide role players and coaches/evaluators for the counseling session exercise required by this course. The evaluations shall be kept on file after the completion of the course.

- a. Role Player: Shall follow POST approved script for counseling sessions scenarios. This exercise is mandatory and provides a real-life situation for supervisors to engage with difficult conversations.
- b. Coaches/Evaluators: Coaches/Evaluators shall oversee and provide feedback to supervisors at the completion of the counseling session scenarios.

- F. This course shall be an in-person presentation and not an online seminar.
- a. The Contractor agrees to always have two (2) facilitators in the classroom and monitor guest speakers. The guest speakers shall provide a lesson plan, and videos presented in the classroom to POST for approval prior to instruction.
  - b. Facilitator: Facilitates using adult learning methods covering the topics detailed in section 4B of this agreement. The facilitator is required to successfully complete the POST Supervisory Train the Trainer Course prior to any instruction.
  - c. Guest Speaker: Guest speakers are subject matter experts on specific topics including, but are not limited to, stress management, POBR, and Internal Affairs. Guest speakers are required to submit lesson plans and videos prior to any instruction.
- G. Presentations shall include the DISC model and Situational Leadership II, and all the materials associated with those subjects.
- H. The Contractor agrees to not charge any prospective students any tuition or fees for costs associated with the Supervisory Course presentation of the curriculum except as noted below.
- a) Fees associated with college registration, units, and related activities; or materials fees allowed by State law.
  - b) Tuition will be charged for Non-POST reimbursable agencies
- I. POST Supervisory Course training presentations shall be delivered to not less than 24 POST-participating students and not more than 30 POST-participating students per presentation. Attendance other than the stated minimum and maximum is subject to prior approval by the POST Supervisory Course Program Manager. Justification for enrollment, that is less than the stated minimum, or greater than the maximum, requires POST form 2-369 (Exhibit A Attachment I) to be submitted to the POST Program Manager no less than 21 days prior to the start date of the course. The minimum enrollment requirement shall be met with full-time, sworn personnel from California POST-participating law enforcement agencies.



Commission on Peace Officer Standards and Training  
and San Bernardino County Sheriff's Department  
Agreement Number: C000136-012925  
Exhibit A Attachment I

State of California

**PRESENTER AUTHORIZATION REQUEST**

POST 2-369 (05/2025)

Page 2 of 2

Commission on  
Peace Officer Standards and Training (POST)  
880 Stillwater Road, Suite 100  
West Sacramento, CA 95605-1630 • 916 227-3909

**SECTION D: ATTESTATION**

I attest that I am a duly authorized official of the herein-named presenter requesting reimbursement. To the best of my knowledge the information stated on this form is true, correct, and in conformance with Commission Regulations.

6. SIGNATURE OF AGENCY OR PRESENTER REPRESENTATIVE

7. DATE OF REQUEST (MM/DD/YYYY)

8. NAME AND TITLE OF AUTHORIZED OFFICIAL

Name:

Title:

9. PHONE

10. EMAIL

11. ESTIMATE COST OF REQUEST

LESS

AMOUNT REMAINING IN CONTRACT =

REMAINING CONTRACT BALANCE

\$

\$

\$ 0.00

**SECTION E: POST PROGRAM MANAGER**

12. SIGNATURE OF PROGRAM MANAGER

13. DATE OF APPROVAL (MM/DD/YYYY)

APPROVED  DENIED

14. PROGRAM MANAGER NOTES/COMMENTS

**SECTION F: POST BUREAU CHIEF**

15. SIGNATURE OF BUREAU CHIEF

16. DATE OF APPROVAL (MM/DD/YYYY)

APPROVED  DENIED

17. POST BUREAU CHIEF NOTES/COMMENTS

### **Budget Detail and Payment Provisions**

#### 1. Budget Detail

##### A. Instructor Wages:

"Instructor" is synonymous with "Facilitator." Course instructors shall be paid an hourly rate for actual hours worked during regular course hours as described in Exhibit B Attachment II.

##### B. Program Support Staff Wages:

The rate per course is outlined in Exhibit B Attachment II.

- i. Facilitator
- ii. Coach
- iii. Guest Presenter
- iv. Coordinator

#### 2. Tuition Rates

- A. The students attending the course who are non-reimbursable under POST regulations shall be charged a tuition rate by the Contractor. Prior to submission of an invoice to POST, the Contractor shall deduct, from the total sum of direct and indirect costs, the amount collected for tuition. The invoice shall clearly reflect where the collected tuition has been deducted as tuition fees. Invoices for payment shall be submitted in accordance with the terms specified herein.

<b>Tuition Rate</b>			
<b>Course Title</b>	<b>Cost</b>	<b>Max Count of Students</b>	<b>Tuition Rate</b>
Supervisory Course	\$22,795.99	30	\$759.87

#### 3. Invoicing and Payment

- A. Subject to receipt and approval of the Contractor's invoices, and subject to the terms and conditions set forth in this contract, the Contractor shall receive reimbursement for services satisfactorily rendered. POST agrees to compensate the Contractor for expenditures incurred, up to the maximum amounts of \$91,183.96 in accordance with the cost breakdown, as described in Exhibit B Attachment I, Maximum Budget Expenditures Per Course and Exhibit B Attachment II, Budget Detail.
- B. The Contractor shall retain all documentation to support incurred expenditures, as outlined in the budget detail report, for a period of three (3) years after final payment.

Commission on Peace Officer Standards and Training  
and San Bernardino County Sheriff's Department  
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Exhibit B

- C. Upon completion of each session, the Contractor agrees to complete and submit the following before payment will be authorized:
- Contract Reimbursement Request Form (Exhibit B Attachment III)
  - Invoice Budget Breakdown Worksheet (Exhibit B Attachment IV)
  - Completed Course Roster

Invoices submitted without the above information will be disputed, and payment will be held until complete information and/or documentation is submitted. Itemized receipts for equipment, supplies and mailing purchased and travel receipts shall be kept by the presenter. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

**invoicereceived@post.ca.gov**  
Commission on POST  
Accounting Section  
860 Stillwater Road, Suite 100  
West Sacramento, CA 95605-1630

4. Budget Contingency Clause

- A. It is mutually agreed that if the California State Budget Act of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

5. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Commission on Peace Officer Standards and Training  
 and San Bernardino County Sheriff's Department  
 Agreement Number: C000136-012925  
 Exhibit B Attachment I

**Budget Overview**

<b>Budget Overview</b>			
Title Description	Cost	Quantity	Total
<b>Curriculum Development</b>			
<b>Equipment</b>			
<b>Course</b>			
	\$22,795.99	4	\$91,183.96
		<b>Grand Total:</b>	<b>\$91,183.96</b>

Commission on Peace Officer Standards and Training  
and San Bernardino County Sheriff's Department  
Agreement Number: C000136-012925  
Exhibit B Attachment II

**Budget Detail**

<b>Course:</b>				
	Hours	Rate	Quantity	Total
<b>Personnel</b>				<b>\$10,726.12</b>
Facilitator	80	\$78.54	1	\$6,283.20
Facilitator	80	\$38.12	1	\$3,049.60
Coach	4	\$90.00	1	\$360.00
Guest Presenter	7	\$79.00	1	\$553.00
Coordinator	8	\$60.04	1	\$480.32
<b>Travel and Per Diem</b>				<b>\$4,778.00</b>
Facilitator		\$2,389.00	1	\$2,389.00
Facilitator		\$2,389.00	1	\$2,389.00
<b>Indirect Costs</b>			15%	<b>\$2,325.62</b>
<b>Supplies</b>				<b>\$2,166.25</b>
<b>Facilities (includes Internet, A/V equipment, tech support, breakout rooms, equipment shipping)</b>				<b>\$2,800.00</b>
Hotel Meeting Room		\$2,000.00	1	\$2,000.00
Hotel Breakout Rooms (6 hours)		\$200.00	4	\$800.00
<b>Subvention</b>				<b>\$0.00</b>
Insert Subvention/Tuition Data If applicable				<b>\$0.00</b>
<b>Presentation Total</b>				<b>\$22,795.99</b>
<b>Number of Presentations</b>				<b>4</b>
<b>Grand Total</b>				<b>\$91,183.96</b>

Commission on Peace Officer Standards and Training  
and San Bernardino County Sheriff's Department  
Agreement Number: C000136-012925  
Exhibit B Attachment II

**Supplies Detail**

<b>Supplies Budget Detail</b>			
	Quantity	Cost	Total
<b>Office Supplies</b>			<b>\$36.00</b>
Pens	2	\$8.00	\$16.00
Paper	2	\$10.00	\$20.00
<b>Classroom Supplies</b>			<b>\$529.50</b>
Post-It Notes (10 pk)	2	\$10.00	\$20.00
Presentation Easel Pad (6pk)	1	\$153.00	\$153.00
Easel Markers	5	\$12.00	\$60.00
Name Tents	30	\$1.00	\$30.00
4GB Thumb Drives	25	\$10.00	\$250.00
Index Cards	3	\$5.50	\$16.50
<b>Printing Production</b>			<b>\$37.50</b>
Course Certificates	25	\$1.50	\$37.50
<b>Books</b>			<b>\$1,488.25</b>
DiSC Books	25	\$15.00	\$375.00
Situational Leadership II Packet	25	\$44.53	\$1,113.25
<b>Misc</b>			<b>\$75.00</b>
5 Easel Stands	1	\$75.00	\$75.00
<b>Grand Total:</b>			<b>\$2,166.25</b>



Detailed Instructions for POST Form 2-368  
CONTRACT REIMBURSEMENT REQUEST (CRR)  
POST 2-368 (04/2025)  
Page 2 of 2

*Return to Form*

Presenters requesting reimbursement for a POST contract, are required to complete the Contract Reimbursement Request form.

**SECTION A: REIMBURSEMENT INFORMATION**

1. **Presenter:** Enter the name of the participating reimbursable agency or entity submitting the request for reimbursement.
2. **Certified Course Title:** The certified course title must be the same as shown in the Certified Course Catalog.
3. **Course Control Number:** Enter the course control number, as reflected in EDI.
4. **Course Presentation Date(s):** Enter the date(s) the course started and ended.
5. **Course Location:** Enter the physical location where the course was held.
6. **Reimbursement Check Payable to:** Enter the name of the Agency or Entity to whom the check will be payable.
7. **Remittance Address:** Enter the mailing address where the check will be sent.

**SECTION B: ATTESTATION**

8. **Signature of Authorized Official:** The authorized official of the Agency or Entity must sign his or her full name.
9. **Date of Request:** Enter the date the authorized official signed the attestation.
10. **Name and Title of Authorized Official:** The authorized official of the Agency or Entity must print his or her full name and title.
11. **Phone:** Enter the complete phone number, including area code and extension, of the person to contact regarding questions on the form.
12. **Email:** Enter the complete email address of the person to contact regarding questions on the form.
13. **Subventions:** Enter subventions like full time enrolled students (FTES) or other programs to be deducted from the total course cost; leave blank if not applicable.
14. **Tuition:** Enter the tuition that was received from non POST reimbursable agencies, that is stated in your contract tuition, this amount is to be deducted from the total course costs; leave blank if not applicable.
15. **Total Reimbursement Amount:** Enter the total course cost, total subventions/tuition received, and the reimbursement amount due to your Agency or Entity.

**NOTE:** Submit completed form with the course budget and course roster to [invoicereceived@post.ca.gov](mailto:invoicereceived@post.ca.gov) for reimbursement. Keep copies of this form, the course budget, and course roster along with the following documentation to support incurred expenses for your records and auditing purposes.

1. Facilitator and clerical salary records.
2. Coordinators and Instructors travel expenses (plane tickets receipts, private vehicle mileage paid, lodging and meals receipts).
3. Receipts for course materials, supplies and equipment; course facility costs (classroom, computer lab and breakout rooms).

Retain these records for a minimum of three years from the date of the course presentation.





# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
San Bernardino County Sheriff's Department	95-6002748
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Dawn Rowe, Chair, Board of Supervisors	
Date Executed	Executed in the County of
AUG 05 2025	San Bernardino

## CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**POST Special Terms and Conditions**

1. Settlement of Disputes: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by compromise shall be decided by POST, who shall produce its decision notification decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the Agreement requirements were exceeded. If the Contractor fails to submit such a protest within the period specified above shall constitute a waiver of any and all rights to adjustment in the Agreement terms and POST's decision shall be final and conclusive. Pending POST final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.

2. Amendments: This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.

3. Termination Clause: This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, for contracts involving the representation of POST courses, POST reserves the right to require the Contractor to discontinue the use of any particular Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such Instructor, Facilitator, Auditor, Volunteer, or approved subcontractor has allegedly engaged in conduct POST deems to be inappropriate, unprofessional, illegal, immoral, deceptive, or fraudulent, as determined by POST in its sole discretion. The Contractor shall provide timely evidence to POST of its compliance with this paragraph. Failure to comply may result in the decertification of the Contractor's presentation.

4. Contractor Evaluation (if applicable): In accordance with provisions of the Public Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 days after completion of the Agreement.

5. Travel (if applicable): Travel expenses and per diem related to the services provided under this Agreement are subject to prior approval by the POST representative and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at

<http://www.calhr.ca.gov/employees/pages/travelreimbursements.aspx>.

6. Subcontracting (if applicable): The Contractor is expected to perform the services contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06. Based on "reasonable effort" to the best of its ability, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules, and regulations; and (b) fulfill student course expectations. The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).