

**SUPPLEMENTAL AGREEMENT TO MASTER AGREEMENT
BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
INTERN**

San Bernardino County Fire Protection District (FIRE) has entered into a Memorandum of Understanding with Office of the Under Secretary of War for Personnel and Readiness of the U.S. Department of War (INSTITUTION) for the SkillBridge Program that sets forth general terms and conditions applicable when FIRE agrees to utilize INSTITUTION interns. This Supplemental Agreement (Agreement) is between FIRE and the Intern identified in the signature block below (INTERN) and sets forth the duties and responsibilities of INTERN.

FIRE and INTERN agree to the following terms and conditions.

1. FIRE's mission statement: FIRE is a community-based, all hazard emergency services provider. We are dedicated to the protection of the diverse community FIRE serves, organizational sustainability, performance excellence, and safety. FIRE accomplishes this through a balance of regionalized services delivery and accountability to FIRE's local communities.
2. The internship is to provide hands-on training in the field internship experience to INTERN who is enrolled in the SkillsBridge Program at the INSTITUTION (hereafter referred to as "internship" or "PROGRAM").
3. INTERN represents that INTERN is 18 or over in age and is currently enrolled at INSTITUTION and in the PROGRAM. INTERN shall immediately inform FIRE of any change in status at INSTITUTION or PROGRAM.
4. The internship begins at the time of execution of this Agreement by both FIRE and INTERN, and will continue for up to six (6) months, completion of INSTITUTION's course requirements, or withdrawal/suspension/expulsion from INSTITUTION or INSTITUTION's PROGRAM, whichever occurs first. The internship may also be discontinued, and this Agreement may be terminated without notice and without cause by either INTERN or FIRE.
5. INTERN shall report to the designated member of INSTITUTION's staff that will provide coordination, oversight and direction of INTERN's educational activities and assignments during the field internship experience with FIRE.
6. INTERN shall begin the internship at the beginning of the academic quarter, as agreed to by FIRE and the INTERN, and will work between 10-20 hours a week during the quarter in which he or she is enrolled.
7. Background checks: INTERN will be required to complete any required background checks pursuant to County Policy No. 07-18 (Background and Reference Checks); INTERN may also be required to complete a pre-employment physical examination, including drug testing, through San Bernardino County's Center for Employee Health and Wellness. INTERN will also be required to complete any required FIRE training.

8. Compliance with Policies: INTERN will be required to follow all applicable FIRE policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the INSTITUTION and FIRE. INTERN's violation of any such policies, procedures, or requirements may be grounds for terminating INTERN's participation in the internship program.
9. This is an unpaid voluntary position with no benefits.
10. As a condition of internship and as a term of this Agreement, INTERN does hereby agree to follow and uphold the Conflict of Interest policy of FIRE's Personnel Rules as follows:

INTERN shall not engage in any business or transaction or shall not have a financial or other personal interest or association, whether direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial, interest includes an interest arising from blood or marriage relationships or close business, personal or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by the FIRE internship, provided such acts do not constitute a conflict of interest as defined herein. INTERN is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other applicable provisions of Government Code and any conflict of interest Code applicable to FIRE.

11. INTERN contact information:

Name	
Address	
Phone number	
Email	

12. a. INTERN fully understands that INTERN's participation in the PROGRAM may expose INTERN to the risk of personal injury, death, or property damage. INTERN acknowledges that INTERN is voluntarily participating in this PROGRAM and expressly agrees to assume any such risks. In consideration for being permitted to participate in the PROGRAM, INTERN hereby releases and forever discharges FIRE, its officers, employees, agents, and volunteers for any personal injury, death, or damage to or loss of personal property, arising out of or in connection with INTERN's participation in the PROGRAM, from whatever cause, including the active or passive negligence of FIRE, its officers, employees, agents, and volunteers or any other participants in the PROGRAM.

b. INTERN on behalf of itself and its heirs, executors, administrators, predecessors, successors, and assigns does hereby fully release, acquit, and forever discharge FIRE and its authorized officers, employees, agents and volunteers, predecessors, successors and assigns, both past and present, of and from any and all claims, causes of action, costs, expenses, damages, liabilities, or demands of whatever nature, character, or description, whether known or unknown, suspected or unsuspected, fixed or contingent, asserted or unasserted, which INTERN may have had, may now have, or may have in the future against FIRE in any way arising out of, relating to, or connected with INTERN's participation in the PROGRAM from whatever cause, including the active or passive negligence of FIRE, its officers, employees, agents, and volunteers or any other participants in the PROGRAM. **INTERN agrees and does hereby irrevocably, knowingly, and voluntarily waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:**

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

c. In further consideration of participating in the PROGRAM, INTERN hereby agrees, for INTERN, INTERN's heirs, administrators, executors, and assigns, that INTERN shall indemnify, defend, and hold harmless FIRE, its officers, employees, agents, and volunteers from any and all claims, demands, actions or suits arising out of or in connection with INTERN's participation in the PROGRAM.

d. In consideration of participating in the PROGRAM, INTERN also waives all subrogation rights against FIRE, its officers, employees, agents and volunteers. This Paragraph 12 shall survive termination of this Agreement.

13. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California. In the event of any such litigation between the parties, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. The foregoing provision regarding costs of litigation and attorneys' fees shall not apply to those costs and attorney fees arising from a third-party legal action against a party hereto and payable under the indemnification requirements of this Agreement.
14. This Agreement is not assignable by INTERN either in whole or in part.
15. The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract 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. No modifications or waiver to this Agreement will be binding unless made in writing and signed by both parties.

17. 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.

I (INTERN) HAVE CAREFULLY READ THIS AGREEMENT, INCLUDING THE RELEASE AND HOLD HARMLESS IN PARAGRAPH 12 AND FULLY UNDERSTAND ITS CONTENTS. I (INTERN) AM AWARE THAT PARAGRAPH 12 IS A FULL RELEASE OF ALL LIABILITY AND SIGN THIS AGREEMENT, INCLUDING PARAGRAPH 12, ON MY OWN FREE WILL.

PRINT INTERN'S FIRST AND LAST NAME

DATE

SIGNATURE OF INTERN

DATE

SIGNATURE OF FIRE CHIEF