

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



contract Number

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	San Bernardino Community College District
Contractor Representative	Virginia Diggle, CSRM
Telephone Number	(909) 382-4085
Contract Term	07/01/2026 through 06/30/2029
Original Contract Amount	Fee per Service
Amendment Amount	
Total Contract Amount	
Cost Center	4439201000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino Community College District (Contractor) offers Basic Academy Training in an extended format (Extended Basic Academy), with classes offered in the evenings and on weekends to accommodate students who do not enroll in the full-time, 23-week Basic Academy offered by the San Bernardino County (County) Sheriff/Coroner/Public Administrator (Sheriff);

WHEREAS, while classroom instruction for the Extended Basic Academy takes place at the San Bernardino Valley College campus, Contractor requires facilities and staff support to complete the testing and training that takes place outside of a classroom; and

WHEREAS, the County has the required facilities, licenses, and personnel to provide certified California Peace Officer Standard and Training (POST) Physical Agility Testing and courses in Chemical Agents Training; and

WHEREAS, the Contractor desires to provide certified POST Physical Agility Testing and Chemical Agents Training as part of the curriculum for its Extended Basic Academy students; and

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree hereto as follows:

A. CONTRACTOR RESPONSIBILITIES

- A.1** Contractor shall provide an Extended Basic Academy Coordinator to be on site during each class session to provide administrative and/or facilitation of treatment services for students.
- A.2** Contractor shall pay for two (2) Sheriff's Facility Coordinators for each Physical Agility Testing session, at a rate in accordance with Schedule A, attached hereto and incorporated herein by this reference.
- A.3** Contractor shall pay for the facility/supply use and for two (2) Sheriff's Chemical Agents Training Certified Supervising Instructors, located inside the Sheriff's Gas House (Gas House), at a rate in accordance with the attached Schedule A.
- A.4** Contractor shall pay for facility use of classroom space and limited structures for Scenario Testing, at a rate in accordance with the attached Schedule A.
- A.5** Contractor shall pay an annual facility use fee, at a rate in accordance with the attached Schedule A.
- A.6** Contractor shall provide a certified instructor (Armor Holding/Defense Technologies certification or equivalent) for the classroom portion of the course. Contractor may utilize a Sheriff's Certified Safety Instructor for the classroom portion of a rate in accordance with the attached Schedule A, in lieu of providing an instructor.
- A.7** Contractor shall provide a Registered Nurse and a tank of oxygen for the chemical agent exposure portion of the Chemical Agents class. The Registered Nurse shall be thoroughly familiar with the administration of oxygen and the monitoring of students after chemical exposure. The Registered Nurse shall be required to stay one hour after the conclusion of the chemical exposure portion of the training to monitor delayed reactions of students still on site recovering from the decontamination process.
- A.8** Contractor shall provide two (2) instructors for the chemical exposure portion of the Chemical Agents training to act as safety officers, located outside of the Gas House. Contractor may utilize Sheriff's Certified Safety Instructors to act as safety officers, located outside of the Gas House, at a rate in accordance with the attached Schedule A, in lieu of providing safety officers.
- A.9** Contractor shall ensure that the course offerings meet all appropriate State of California Government Code Title 5 and State of California Educational Code requirements.
- A.10** Contractor shall pay the annual use fee for shotguns (20) per session, at a rate in accordance with the attached Schedule A.

B. COUNTY RESPONSIBILITIES

- B.1** County shall provide the use of the POST Agility Field for Physical Agility Testing.
- B.2** County shall provide two (2) Facility Coordinators for each Physical Agility Testing session at a rate in accordance with the attached Schedule A (two (2) hour minimum).
- B.3** County shall provide classroom space at the Frank Bland Regional Public Safety Training Center, use of the Gas House, chemical agents for Chemical Agents Training, and student locker room for showers and decontamination. The total course of instruction is eight (8) hours with a combination of classroom and scenario-based exposure drills.
- B.4** County shall provide classroom space and limited use of structures for Scenario Testing.
- B.5** County shall provide two (2) Certified Supervising Instructors, at a 1-to-1 student-to-instructor ratio, for the chemical exposure portion of the class (maximum of two students being exposed to chemical agents at one time), at a rate in accordance with the attached Schedule A. One (1) Certified Supervising Instructor shall remain onsite (in addition to the Registered Nurse requirement) for one hour after the conclusion of the class to monitor any delayed reactions of students still on site and recovering from the

decontamination process, for which the Certified Supervising Instructor will be compensated with one (1) additional hour of pay.

- B.6** County shall provide a Certified Safety Instructor for the classroom portion of the training whenever such services are requested by Contractor, at a rate in accordance with the attached Schedule A.
- B.7** County shall provide Certified Safety Instructors, located outside of the Gas House, for the chemical exposure portion of the training whenever such services are requested by Contractor, at a rate in accordance with the attached Schedule A.
- B.8** County shall provide a Range Safety Officer for the firearms portion of the training whenever such services are requested by Contractor, at a rate in accordance with the attached Schedule A (two (2) hours minimum).
- B.9** County shall make twenty (20) shotguns available for the firearms portion of the training whenever such services are requested by Contractor, at a rate in accordance with the attached Schedule A.
- B.10** County shall supply each student with 500 rounds of lead-free shotgun ammunition (200 slugs and 300 00-Buckshot). Lead-free shotgun ammunition and any overages necessary for remediation will be billed in accordance with the attached Schedule A.
- B.11** County shall supply each student with 2,500 lead-free handgun ammunition rounds. Lead-free handgun ammunition and any overages necessary for remediation will be billed in accordance with the attached Schedule A.

C. COMPENSATION

Unless otherwise stated herein, Contractor shall compensate County in accordance with the rates detailed on the attached Schedule A. County will invoice Contractor for the cost of services provided in arrears. Payment from Contractor shall be due within thirty (30) days from the date of invoice.

D. MISCELLANEOUS

- D.1** If any of the provisions of this contract are found to be or become contrary to state law or regulations or court decisions, Contractor and County agree that the contract shall be renegotiated as it relates to said provisions, without affecting the balance or intent of this contract.
- D.2** County shall furnish, at the Contractor's request, a statement of compliance with any or all applicable state or federal regulation(s) related to the conduct of public safety training courses in connection with this contract.

E. TERM AND TERMINATION

This contract is effective as of July 1, 2026 and expires June 30, 2029, and may be renewed for two additional one-year terms or by one additional two-year term by written amendment, signed by both parties. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by either party upon thirty (30) days' advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

F. INDEMINIFICATION AND INSURANCE REQUIREMENTS

F.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County), and hold harmless the County and its officers, employees, agents, and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability arising out of this contract 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, therefore, except where such indemnification is

projected by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor's 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, and hold harmless the Contractor and its officers, employees, agents, and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the negligent acts, errors, or omissions of any person and for any costs or expenses incurred by the Contractor on account of any claim, therefore, 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's indemnification obligation applies to the Contractor's "active" as well as "passive" negligence but does not apply to the Contractor's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

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

F.2 Insurance

The County and Contractor are self-insured public entities for purposes of Professional Liability, General Liability, and Workers' Compensation insurance. County and Contractor warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of County's and Contractor's performance of this contract.

G. RIGHT TO MONITOR AND AUDIT

G.1 The County, state, and federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

G.2 All records pertaining to services delivered and all fiscal, statistical, and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this contract or until all pending County, state, and federal audits are completed, whichever is later.

H. NOTICES

All written notices provided for in the contract, 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/Coroner/Public Administrator
Attn: Bureau of Administration – Contracts &
Procurement
655 East Third Street
San Bernardino, CA 92415

San Bernardino Community College District
550 E. Hospitality Lane, Suite 200
San Bernardino, CA 92408

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

I. CALIFORNIA CONSUMER PRIVACY ACT

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing services pursuant to this contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Civil Code, § 1798.100, et seq.) For purposes of this provision, "business,"

“consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County including, but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market, or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150, subdivision (b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155, subdivision (b).

J. EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this contract. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

K. PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (FAR 52.203-18)

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

L. USE OF BIOBASED PRODUCTS (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

M. SERVICE CONTRACT LABOR STANDARDS (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

N. FEDERAL CONTRACTING PROVISIONS

This contract is federally funded and subject to the additional terms on Attachment F Federal Contracting Provisions.

O. COUNTY REPRESENTATIVE

The Sheriff or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this contract, including termination and assignment of this contract, and shall be the final authority in all matters pertaining to the services/scope of work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this contract, unless otherwise delegated.

P. ENTIRE AGREEMENT

This contract, including all exhibits and document attached hereto and incorporated herein by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations, or representations relating to the subject matter of this contract not expressly set forth herein are of no force or effect. This contract 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 contract and signs the same of its own free will.

Q. ELECTRONIC SIGNATURES

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 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 contract upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused the contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

San Bernardino Community College District
(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Steven Sutorus
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title Business Manager
(Print or Type)

By _____
Deputy

Dated: _____

Address 550 E. Hospitality Lane, Suite 200
San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Grace B. Parsons, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►

Carolina Mendoza, Chief Deputy Director of
Sheriff's Administration
Date _____

SCHEDULE A

Chemical Agents Training Fee Schedule

Facility/supply use; classrooms, Gas House, Chemical Agents (Smoke grenades, CN, CS, Pepper Spray), related training equipment, and the use of the student locker room for showers and decontamination
\$800.00 per 8 hour class session

Certified Supervising Instructor*/ Classroom Instructor**
\$116.90/per hour (Detective/Corporal)

Certified Safety Instructor***
\$111.21/per hour (Deputy)

* Two (2) Sheriff's Department Certified Supervising Instructors required for chemical exposure portion of training; inside of Gas House. One (1) Certified Supervising Instructor will be compensated one additional hour of pay to remain onsite one hour after the conclusion of the class, to monitor any delayed reactions of students that are still recovering from the decontamination process (*in addition to the Registered Nurse requirement*).

** One (1) Certified Classroom Instructor required for classroom portion of training.
This fee is in lieu of College provided Certified Classroom Instructor.

*** Two (2) Certified Safety Instructors required for chemical exposure portion of training, outside of Gas House. *This fee is in lieu of College provided Certified Safety Instructors.*

Physical Agility Testing Fee Schedule

Facility Coordinator
\$116.90/per hour (Two hour minimum) (Detective/Corporal)

Annual Facility Use Fee

Facility Use Fee
\$250.00/per year

Range Use Fee

Range Use Fee (includes physical training field, showers, and target materials)
\$375.00/per day (Saturday use only)

Shotgun Use Fee (20 shotguns)
\$1,330/per year

Certified Safety Instructor****
\$116.90/per hour (Detective/Corporal)
******This fee is in lieu of College provided Certified Safety Instructors.**

Lead-Free Ammunition
Handgun 2,500 rounds per student – \$950.00 (Overages – \$38.00 per one hundred rounds increments)

Shotgun 500 rounds per student – \$850.00 (Overages – \$34.00 per twenty rounds increments)