



Contract Number
21-425 A-1

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, 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	07/01/2021 – 06/30/2026
Original Contract Amount	Fee Per Service
Amendment Amount	-----
Total Contract Amount	-----
Cost Center	4439201000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 1

Agreement No. 21-425 with San Bernardino Community College District for use of the Sheriff/Coroner/Public Administrator Training Center to provide testing and instruction to students enrolled in the Extended Basic Academy is hereby amended effective June 25, 2024, as follows:

- (1) To update Schedule A – Chemical Agents Training Fee Schedule, referred to in Section A, Section B, and Section C, attached hereto and incorporated herein by this reference.
- (2) To replace Section E – TERM AND TERMINATION with the following:

E. TERM AND TERMINATION

The term of this Agreement shall be for a period of five (5) years, beginning July 1, 2021, through June 30, 2026. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, by COUNTY or by CONTRACTOR 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 that would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other reason of such termination.

(3) To replace Section J – DIGITAL SIGNATURES, in its entirety, with the following:

J. 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.

(4) To add sub-sections K.1 and K.2 to Section K – FULL UNDERSTANDING with the following:

K.1 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 the Agreement, 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 the Agreement. 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 the Agreement. 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).

K.2 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 agreement. 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.

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

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 11 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County
Deputy



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

By ► *Steven Sutorus*
(Authorized signature - sign in blue ink)

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

Title Business Manager
(Print or Type)

Dated: _____

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

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Grace B. Parsons*
Grace B. Parsons, Deputy County Counsel

Date 06/08/2024

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department
► *Kelly Welty*
Kelly Welty, Chief Deputy Director of Sheriff's Administration

Date 6/13/24

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**
\$109.64/per hour (Detective/Corporal)

Certified Safety Instructor***
\$107.22/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 Aqility Testing Fee Schedule

Facility Coordinator
\$109.64/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)
\$1,330.00/per year

Certified Safety Instructor****
\$109.64/per hour (Detective/Corporal)
*****This fee is in lieu of College-provided Certified Safety Instructors.*

Ammunition
Handgun 2,500 rounds per student – \$900.00 (Overages – \$36.00 per one hundred rounds increments)

Shotgun 500 rounds per student – \$270.00 (Overages – \$11.00 per twenty rounds increments)