

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



Contract Number

20-513

SAP Number

N/A

## Sheriff/Coroner/Public Administrator

Department Contract Representative  
Telephone Number

John Ades, Captain  
(909) 387-0640

Contractor

San Bernardino Community College  
District

Contractor Representative  
Telephone Number

Dennis Paul  
(909) 384-4431

Contract Term

07/01/2020 through 06/30/2023

Original Contract Amount

\$1,856,925

Amendment Amount

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Total Contract Amount

\$1,856,925

Cost Center

4439201000

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County of San Bernardino, hereinafter referred to as the COUNTY, through the Sheriff/Coroner/Public Administrator Department provides Peace Officer Standards and Training (P.O.S.T.) certified training for law enforcement professionals; **AND**

**WHEREAS**, CONTRACTOR is a community college district offering college-accredited educational courses; **AND**

**WHEREAS**, COUNTY desires to affiliate with CONTRACTOR to provide college-accredited educational courses for the Sheriff/Coroner/Public Administrator Department (SHERIFF) through San Bernardino Valley College; **AND**

**WHEREAS**, the CONTRACTOR desires to provide said services for the COUNTY,

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

### A. CONTRACTOR RESPONSIBILITIES

- A.1** CONTRACTOR shall offer approved educational courses through its various programs to meet the needs of the San Bernardino County Sheriff Department's Frank Bland Regional Training Center, which is located at 18901 West Institution Road, San Bernardino.

- A.2** CONTRACTOR shall provide a Director to work with the Sheriff Department's Frank Bland Regional Training Center staff. Said Director shall act as the Training Center Co-Director for all CONTRACTOR-affiliated educational courses. Under no circumstances, however, shall the Director have authority over the remaining operations of the Training Center, including, but not limited to, personnel issues concerning COUNTY employees, operational budget, or the use, maintenance, or scheduling of COUNTY facilities.
- A.3** CONTRACTOR shall assist the COUNTY in registration and other support services to students in order to adequately manage and control its course offerings.
- A.4** CONTRACTOR shall approve of the selection of instructors and facilitators and shall evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of the Peace Officer Standards and Training and CONTRACTOR.
- A.5** 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.6** CONTRACTOR shall consult the SHERIFF on any revision to existing CONTRACTOR courses, initiation of new courses, or any other changes, in order to ensure quality of educational services and to meet the needs of the SHERIFF.
- A.7** CONTRACTOR shall provide the use of its facilities, free of charge, for use by the SHERIFF, on an as needed, space availability, basis for affiliated programs. CONTRACTOR shall attempt to provide use of said facilities during normal business hours. In the event of scheduling conflicts which require the use of CONTRACTOR's facilities by SHERIFF after normal business hours, COUNTY agrees to pay for the use of said facilities at the CONTRACTOR-approved fee policy for other affiliated programs.

## **B. COUNTY RESPONSIBILITIES**

- B.1** COUNTY shall provide classroom space at the Frank Bland Regional Training Center, and other facilities, for use as off-campus sites by the CONTRACTOR, free of charge, for affiliated programs. COUNTY shall attempt to provide use of said facilities during normal business hours. In the event of scheduling conflicts which require the use of COUNTY's facilities by CONTRACTOR after normal business hours, CONTRACTOR agrees to pay for the use of said facilities at a price mutually agreed upon in advance.
- B.2** COUNTY shall provide instructors, professional experts, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct the CONTRACTOR's affiliated educational programs.
- B.3** COUNTY shall cooperate with the CONTRACTOR to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this Contract conform to all appropriate State of California Government Code Title 5 and State of California Educational Code mandated standards and requirements governing instructional programs.
- B.4** COUNTY shall use the money received as compensation for services under this Contract for educational and training-related purposes as they relate to public safety training.
- B.5** COUNTY shall assist the CONTRACTOR in collecting all instructional fees associated with the class offerings under this Contract.
- B.6** The COUNTY shall appoint an approved On-Site Supervisor to work with the CONTRACTOR to ensure the proper coordination of the delivery of instruction, curriculum review and updates, evaluations are completed on all professional experts/instructional aides, maintenance of student's

attendance records, submission of students' final grades, and other assigned duties relating to the supervisory services required by the CONTRACTOR.

## **C. COMPENSATION**

### **C.1 COMPENSATION OF CONTRACTOR TO COUNTY**

- C.1.1** In consideration for the services provided hereunder CONTRACTOR shall pay the COUNTY three dollars and ninety-three cents (\$3.93) per student instructional hour that is eligible for State general apportionment.
- C.1.2** The student instructional hours shall not exceed 157,500 per fiscal year, which is derived from up to 300 Full-Time Equivalent Students (FTES) at 525 hours of instruction per student (i.e.  $300 \times 525 = 157,500$ ). Student instructional hours may be increased if CONTRACTOR determines that additional financial resources are available for growth.
- C.1.3** CONTRACTOR shall pay the COUNTY upon submission of valid invoices as follows:
- C.1.3.1** An initial payment will be made approximately April 15<sup>th</sup> of each year.
  - C.1.3.2** Final payment shall be made approximately November 15<sup>th</sup> of each year.
  - C.1.3.3** Payment will be net of any Sheriff-approved CONTRACTOR expenses such as instructors, facilitators, evaluators, equipment, and supplies as noted in Section B., as reported on the 320-payroll report (as defined below).
- C.1.4** Instructional hours are defined as those hours that are reported on the CONTRACTOR's CCFS-320, California Community Colleges Apportionment Attendance Reports, and are subject to audit by the CONTRACTOR's independent auditor, the Sheriff, and the California Community Colleges Chancellor's Office.

### **C.2 COMPENSATION OF COUNTY TO CONTRACTOR**

- C.2.1** COUNTY will pay CONTRACTOR the tuition and other enrollment fees associated with CONTRACTOR-accredited Sheriff's Academy courses taken by Sheriff's Department employees and volunteers, includes those hired as Deputy Sheriff Trainees. The approximate cost to the Sheriff is \$1,700 per Deputy Sheriff Trainee.
- C.2.2** COUNTY payments to CONTRACTOR will be made via COUNTY procurement card (Cal Card).

## **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**

The term of this Contract shall be for a period of three years commencing July 1, 2020 through June 30, 2023. This Contract may be renewed for two additional one-year terms or by one two-year term by written amendment signed by both parties. Under no circumstances may this Contract exceed five years in total.

Notwithstanding the foregoing, this Contract may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least ninety (90) days prior to the date specified for such termination. 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 or 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. INDEMNIFICATION 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 authorized officers, employees, agents and volunteers ("Indemnitees") from any and all direct claims, actions, losses, damages and/or liability arising out of this Agreement resulting from the negligent the acts, errors or omissions of CONTRACTOR, its authorized officers, employees, agents or volunteers and for any costs or expenses incurred by the COUNTY on account of any claim thereof 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 agrees to indemnify, defend (with counsel reasonably approved by CONTRACTOR) and hold harmless the CONTRACTOR and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all direct claims, actions, losses, damages and/or liability arising out of this Agreement resulting from the negligent the acts, errors or omissions of COUNTY, its authorized officers, employees, agents or volunteers and for any costs or expenses incurred by the CONTRACTOR on account of any claim thereof except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees.

In the event that the CONTRACTOR and/or the COUNTY are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Contract, the COUNTY and/or the 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. COUNTY and CONTRACTOR each warrant that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of COUNTY'S and CONTRACTOR'S performance of this Contract.

## **G. RIGHT TO MONITOR AND AUDIT**

### **G.1 Right to Monitor**

The COUNTY and/or CONTRACTOR 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 either party in the delivery of services provided under this Contract. Both parties shall give full cooperation, in any auditing or monitoring conducted. Both parties shall cooperate with the other party in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the either party.

### **G.2 Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by either party's representatives for a period of three years after final payment under the Contract or until all pending COUNTY, CONTRACTOR, State and Federal audits are completed, whichever is later.

## **H. NOTICES**

All notices required to be given under this Contract shall be in writing and delivered to the other party by registered or certified mail, postage prepaid, or express delivery. Notice shall be deemed to have been given

three days after deposit in the United States mail or the day indicated by the express delivery carrier. The addresses of the parties hereto, until further notice, are as follows:

**CONTRACTOR:**       ATTN: Business Services  
San Bernardino Community College District  
550 E. Hospitality Lane, Suite 200  
San Bernardino, CA 92408

**COUNTY:**           San Bernardino County Sheriff's Department  
Bureau of Administration, Contracts Unit  
655 East Third Street  
San Bernardino, CA 92402-0061

**I. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY**

The Sheriff/Coroner/Public Administrator of San Bernardino County shall have the right to exercise COUNTY's rights and authority under this Contract, including the right to give notice of termination of this Contract, at his sole discretion.

**J. FULL UNDERSTANDING**

This Contract represents the full and complete understanding of the parties with respect to the subject matter hereto; this Contract supersedes all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This Contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this Contract shall be Superior Court of California, County of San Bernardino, San Bernardino District. Any amendment to this Contract shall be in writing signed by all parties.

**K. COUNTERPARTS**

This Contract may be signed in counterparts.

**K.1**   If applicable, due to and for the duration of the COVID-19 pandemic, pursuant to the Uniform Electronic Transaction Act (Cal. Civ. Code §§ 1633.1 to 1633.17), and the San Bernardino County Board of Supervisors Resolution No. 2020-030, the parties hereto authorize the use of electronic, facsimile, and/or digital signatures in the execution of this Contract or any subsequent amendments. Such signatures 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.

\*\*\*\*\*END OF SECTION\*\*\*\*\*

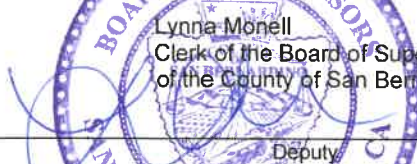
[Except for signatures below, this page left intentionally blank]

COUNTY OF SAN BERNARDINO

►   
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 23 2020

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

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



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

By ►   
(Authorized signature - sign in blue ink)

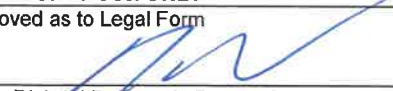
Name Steven J. Sutorus  
(Print or type name of person signing contract)

Title Business Manager  
(Print or Type)


Dated: MAY 20 2020

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

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►   
Richard D. Luczak, Deputy County Counsel  
Date 5/26/2020

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►   
John Ades, Captain  
Date 5/24/2020