

**MEMORANDUM OF UNDERSTANDING
FOR PRE-EMPLOYMENT POLYGRAPH SERVICES BETWEEN THE SAN BERNARDINO COUNTY
SHERIFF/CORONER/PUBLIC ADMINISTRATOR AND «AGENCY NAME2»
FY 2025-30**

WHEREAS, San Bernardino County (County), by and through its included Sheriff/Coroner/Public Administrator (Sheriff), provides pre-employment polygraph services (Services) to public agencies on a contractual basis; and

WHEREAS, the San Bernardino County NAME Department (Agency) desires to enter into an agreement for pre-employment polygraph services; and

WHEREAS, the Sheriff and Agency are both departments of San Bernardino County;

NOW, THEREFORE, the parties hereto agree as follows:

A. SCOPE OF MEMORANDUM OF UNDERSTANDING (MOU)

- A.1** Sheriff shall administer pre-employment polygraph examinations for Agency's employment applicants, as requested by Agency.
- A.2** Sheriff will supply to Agency pre-polygraph questionnaires to be completed by each applicant prior to their polygraph examination.
- A.3** Sheriff shall schedule the applicant for a pre-examination interview and polygraph examination, and review the completed questionnaires brought by the applicant(s). If the examiner notes a significant response on the part of the applicant during the polygraph examination, the examiner will conduct a post-test interview in an attempt to obtain further relevant information from the applicant. Additional testing may be conducted at that time, as needed.
- A.4** A written report will be submitted to Agency by Sheriff, within five (5) working days of Sheriff's completion of the polygraph examination.
- A.5** If Agency requires audio/video polygraph examination records for an applicant, Agency shall notify the Sheriff of the same and provide to Sheriff all digital video discs necessary for the recorded polygraph examination.
- A.6** The Sheriff, or designee, shall, at the Sheriff's sole discretion, control the assignment of polygraph examiners under this MOU. Only fully qualified and licensed polygraphists shall be assigned.
- A.7** Normal duty hours of polygraph examiners for purposes of this MOU shall be Monday through Friday from 7:00 a.m. until 5:00 p.m., excluding County holidays. Any polygraph examination(s) provided outside normal duty hours, including County holidays, will be billed at the actual Polygraph Examiner's overtime rate.

B. TERM OF MOU

The term of this MOU shall be for a period commencing on XXXX XX, 2025, or on the date of the Sheriff's signature on this MOU, whichever is later, and ending on June 30, 2030.

C. TERMINATION FOR CONVENIENCE

The parties reserve the right to terminate this MOU, for the party's convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination by Agency, payment shall be made to the Sheriff for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice from Agency, Sheriff shall promptly discontinue Services unless the notice directs

otherwise. If applicable, Agency shall deliver promptly to the County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

Notwithstanding the foregoing, the Sheriff may terminate this MOU at any time, without advance notice to Agency, in the event Agency fails to comply with any term of this MOU.

D. COUNTY REPRESENTATIVE

The Sheriff, or designee, shall represent the County in all matters pertaining to the Services to be rendered under this MOU, including termination of this MOU, and shall be the final authority in all matters pertaining to the Services provided to Agency. If this MOU was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this MOU.

E. FISCAL PROVISIONS

E.1 In consideration for Services performed by Sheriff, Agency agrees to pay a sum of \$219.00 per pre-employment polygraph examination, or the most current rate established by the County, updated July 1 of each year. Agency will be invoiced monthly for all examinations administered during the prior month. Payment shall be due within forty-five (45) days from the date of each invoice.

E.2 LATE CANCELLATION: Agency agrees to pay the full cost of any scheduled pre-employment polygraph examination unless Agency cancels the appointment more than twenty-four (24) hours in advance of the scheduled examination time, by calling the Sheriff's Specialized Investigations Division at (909) 387-0625.

F. NOTICES

All written notices provided for in this MOU 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's Department	«AgencyName»
Bureau of Administration Contracts Unit	«AgencyName2»
655 East Third Street	«Address»
San Bernardino, CA 92415-0061	«City», «State» «PostalCode»
Fax Number: (909) 387-3444	

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

G. ENTIRE AGREEMENT

This MOU, including all exhibits and other documents attached hereto and incorporated herein by reference, 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 MOU not expressly set forth herein are of no force or effect. This MOU 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 MOU and signs the same of its own free will.

H. ELECTRONIC SIGNATURES

This MOU 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 MOU (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.

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

SAN BERNARDINO COUNTY

►

Sheriff/Coroner/Public Administrator Authorized
Signature

Dated: _____

(Print or type name of Agency)

By ►

(Agency Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

Name _____
(Print or type name of person signing)

Title _____
(Print or Type)

Dated: _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Grace B. Parsons, Deputy County Counsel	► _____	► Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Date _____	Date _____	Date _____