

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

December 16, 2025

FROM

SHANNON D. DICUS, Sheriff/Coroner/Public Administrator

SUBJECT

Revenue Agreement with the State of California, Department of Parks and Recreation

RECOMMENDATION(S)

1. Approve **Revenue Agreement No. 25-1078** with the State of California, Department of Parks and Recreation, Division of Boating and Waterways (Standard Agreement No. C25706000), in an amount not to exceed \$236,024.80, for the period of January 1, 2026, through December 31, 2027, for the Sheriff/Coroner/Public Administrator to provide training related to boating safety and boating law enforcement for peace officers and other first responders.
2. Authorize the Auditor-Controller/Treasurer/Tax Collector to post adjustments to the Sheriff/Coroner/Public Administrator's 2025-26 budget, as detailed in the Financial Impact section (Four votes required).

(Presenter: Carolina Mendoza, Chief Deputy Director 387-0640)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

This item will not result in the use of Discretionary General Funding (Net County Cost). This agreement provides revenue in an amount not to exceed \$236,024.80, for the two-year period of January 1, 2026, through December 31, 2027, to offset the Sheriff/Coroner/Public Administrator's (Department) cost of providing boating safety and boating law enforcement training for peace officers and other first responders. The agreement with the State of California (State), Department of Parks and Recreation, Division of Boating and Waterways (DBW), specifically provides for reimbursement of expenses necessary to provide the training. The Department is recognizing year one of the award, in the amount of \$118,012. The remaining \$118,012.80 will be included in the 2026-27 recommended budget.

The Department requests the Auditor-Controller/Treasurer/Tax Collector post the net adjustments to the 2025-26 budget, as detailed below:

| Fund Center | Commitment Item | Description | Action | Amount |
|-------------|-----------------|----------------------------|----------|-----------|
| 4438001000 | 40509094 | Federal-Grants | Increase | \$118,012 |
| 4438001000 | 51001010 | Regular Salary | Increase | \$84,012 |
| 4438001000 | 52002135 | Special Department Expense | Increase | \$1,500 |

**Revenue Agreement with the State of California, Department of Parks
and Recreation**
December 16, 2025

| Fund Center | Commitment Item | Description | Action | Amount |
|--------------------|------------------------|---------------------|---------------|---------------|
| 4438001000 | 52942942 | Hotel – Non-Taxable | Increase | \$32,500 |

BACKGROUND INFORMATION

On February 7, 2012 (Item No. 37), the Board of Supervisors (Board) approved Agreement No. 12-63 with DBW to provide for reimbursement of the cost for two sessions of boating safety and boating law enforcement training for peace officers. Since then, the Board has approved various agreements with DBW, with the latest approved on September 26, 2023 (Item No. 69; Agreement No. 23-1024), to continue and expand the training for Department officers and other first responders throughout the State, and to accommodate all levels of boating skills. Training classes will include Inland Boat Operator, Boating Under the Influence, and Boating Accident Investigation. Training will be provided by Department staff assigned to the Colorado River Station.

On October 7, 2025, the Department received notification of award and of the State of Standard Agreement No. C25706000 (Agreement). The Agreement includes General Terms and Conditions, (Exhibit C), and Special Terms and Conditions, (Exhibit D), which collectively include non-standard terms that differ from the County's standard contract language, as follows:

1. The County may not assign the Agreement, either in whole or in part, without the written consent of the State; however, there is no provision as to the State's ability to assign the Agreement.
 - The County standard contract requires that the County must approve any assignment of the Agreement.
 - Potential Impact: The State could assign the Agreement to a third party or business with which the County is legally prohibited from doing business due to issues of federal debarment or suspension and conflict of interest, without the County's knowledge. Should this occur, the County could be out of compliance with the law until it becomes aware of the assignment and terminates the Agreement.
2. The Agreement does not require the State to meet the County's insurance standards, as required pursuant to County Policies 11-05, 11-07, and 11-07 SP; however, the County is required to provide general liability, motor vehicle liability, workers' compensation and employers liability insurance.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that the State will be financially responsible for claims that may arise under the Agreement, which could result in expenses to the County that exceed the total Agreement amount.
3. The Agreement does not require the State to indemnify the County, as required by County Policies 11-05 and 11-07, including for intellectual property infringement claims; instead, the Agreement requires the County to indemnify the State, including for third-party claims.
 - The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold the County harmless from third-party claims arising out of the acts, errors, or omissions of any person.

**Revenue Agreement with the State of California, Department of Parks
and Recreation**
December 16, 2025

- **Potential Impact:** The State is not required to defend, indemnify, or hold the County harmless from any claims, including indemnification for claims arising from the State's negligent or intentional acts and intellectual property infringement. If the County is sued for any claim, including intellectual property infringement based on its use of the State's software or services, the County may be solely liable for the costs of defense and damages, which could exceed the total Agreement amount.

4. The State can terminate the agreement with 30 days' notice while the County must seek permission to terminate the Agreement, but the County may only do so if the State substantially fails to perform its responsibilities under the Agreement.

- County Policy 11-05 requires that the County have the right to terminate the Agreement, for any reason, with a 30-day written notice of termination without any obligation, other than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.
- **Potential Impact:** The County can only seek permission to terminate the Agreement if the State should substantially fail to perform its responsibilities under the Agreement. Thus, the Department may be forced to continue providing the contracted-for trainings even if there is a dispute with the State concerning the Agreement.

While the State's terms and conditions are exceptions to the County's standard contract language, approval by the Board of the terms of the Agreement is necessary for the Department to provide the services when requested by the State for the safety and health of county residents. County Counsel and Risk Management have reviewed the non-standard language and provided input. The State requires the County to sign the Agreement first and then send it to the State for subsequent execution.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Grace B. Parsons, Deputy County Counsel, 387-5455) on November 12, 2025; Auditor-Controller/Treasurer/Tax Collector (Charlene Huang, Auditor-Controller Manager, 382-7022) on November 8, 2025; Risk Management (Stephanie Pacheco, Staff Analyst, 396-9039) on November 14, 2025; and County Finance and Administration (Erika Rodarte, Administrative Analyst, 387-4919) on November 21, 2025.

**Revenue Agreement with the State of California, Department of Parks
and Recreation
December 16, 2025**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Jesse Armendarez
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Curt Hagman, Joe Baca, Jr.
Absent: Dawn Rowe

Lynna Monell, CLERK OF THE BOARD

BY



DATED: December 16, 2025



cc: Sheriff - Mendoza w/agree for sign
Contractor - c/o Sheriff w/agree
File - w/agree

CCM 12/23/2025