



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
Agency	San Bernardino Community College District
Agency Representative	Paul Dennis
Telephone Number	(909) 384-4431
Contract Term	07/01/2025 through 06/30/2030
Original Contract Amount	\$3,094,875
Amendment Amount	-----
Total Contract Amount	\$3,094,875
Cost Center	4439201000
Grant Number (if applicable)	-----

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County), through the Sheriff/Coroner/Public Administrator (Sheriff) provides Peace Officer Standards and Training (POST) certified training for law enforcement professionals; and

WHEREAS, Agency is a community college district offering college-accredited educational courses; and

WHEREAS, the County desires to affiliate with Agency to provide college-accredited educational courses through San Bernardino Valley College; and

WHEREAS, Agency desires to provide said services for the County,

NOW, THEREFORE, the County and Agency mutually agree to the following terms and conditions:

A. AGENCY RESPONSIBILITIES

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

A.2 Agency shall provide a Director to work with the Sheriff's Frank Bland Regional Training Center staff. Said Director shall act as the Training Center Co-Director for all Agency-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** Agency shall assist the County in registration and other support services to students in order to adequately manage and control its course offerings.
- A.4** Agency 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 Agency.
- A.5** Agency 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** Agency shall consult the Sheriff on any revision to existing Agency 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** Agency 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. Agency shall attempt to provide use of said facilities during normal business hours. In the event of scheduling conflicts which require the use of Agency's facilities by Sheriff after normal business hours, County agrees to pay for the use of said facilities at the Agency-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 Agency, 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 Agency after normal business hours, Agency 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 Agency's affiliated educational programs.
- B.3** County shall cooperate with the Agency 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 Agency 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 Agency 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 Agency.

C. COMPENSATION

C.1 COMPENSATION OF AGENCY TO COUNTY

C.1.1 In consideration for the services provided hereunder Agency 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 Agency determines that additional financial resources are available for growth.

C.1.3 Agency shall pay the County upon submission of valid invoices as follows:

C.1.3.1 An initial payment will be made approximately April 15th of each year.

C.1.3.2 Final payment shall be made approximately November 15th of each year.

C.1.3.3 Payment will be net of any Sheriff-approved Agency 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 Agency's CCFS-320, California Community Colleges Apportionment Attendance Reports, and are subject to audit by the Agency's independent auditor, the Sheriff, and the California Community Colleges Chancellor's Office.

C.2 COMPENSATION OF COUNTY TO AGENCY

C.2.1 County will pay Agency the tuition and other enrollment fees associated with Agency-accredited Sheriff's Academy courses taken by Sheriff's 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 Agency 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, Agency 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 Agency'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 is effective as of July 1, 2025, or beginning upon the date of signature by the Sheriff, whichever is later, and expires June 30, 2030.

County reserves the right to terminate the Contract, for its 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, payment will be made to the Agency for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Agency shall promptly discontinue Services unless the notice directs otherwise. Agency shall deliver promptly to 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.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

F.1 Indemnification

The Agency 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 Agency, 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 Agency) and hold harmless the Agency 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 Agency 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 Agency 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 Agency shall indemnify the other to the extent of its comparative fault.

F.2 Insurance

The County and Agency are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. County and Agency 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 Agency's performance of this Contract.

G. RIGHT TO MONITOR AND AUDIT

G.1 The County, state, and federal government 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 Agency in the delivery of Services provided under the Contract. Agency shall give full cooperation in any auditing or monitoring conducted. Agency shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County. Agency shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Agency that are determined by subsequent audit to be unallowable pursuant to the terms of the Contract or by law.

In the event the County determines that Agency's performance of its duties or other terms of the Contract are deficient in any manner, County will notify Agency of such deficiency in writing, or orally, provided written confirmation is given five (5) days thereafter. Agency shall remedy any deficiency within forty-eight hours of such notification, or County at its option, may terminate the Contract immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due the Agency under the Contract or otherwise.

G.2 Agency shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. 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 the 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. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY

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

J. ENTIRE AGREEMENT

The Contract, including all Exhibits and other attachments, which are attached hereto and incorporated 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 the Contract not expressly set forth herein are of no force or effect. The 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 the Contract and signs the same of its own free will.

K. ELECTRONIC SIGNATURE

This Contract, 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 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 Agency have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

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

By _____
Deputy

San Bernardino Community College District

(Print or type name of Agency)

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: _____

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

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____
Miles Kowalski, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

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

Date _____