



Contract Number

20-513 A-4

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

Contractor Representative

Dennis Paul

Telephone Number

(909) 384-4431

Contract Term

07/01/2020 through 06/30/2025

Original Contract Amount

\$2,902,577.15

Amendment Amount

\$1,801,905.00

Total Contract Amount

\$4,704,482.15

Cost Center

4439201000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 4

Effective March 30, 2023, Contract No. 20-513 is hereby amended by:

Replacing section C.1.1 in its entirety and replacing it with section C.1.1 as follows:

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, for an estimated base revenue amount of \$618,975 (157,500 student hours x \$3.93) per fiscal year, or \$3,094,875, during the term of the contract. Such annual amount may increase if additional resources become available according to the provisions of section C.1.2

Replacing section C.1.2.1 in its entirety and replacing it with section C.1.2.1 as follows:

C.1.2.1 With respect to Fiscal Year 2020-21, quarters 1 and 2, Contractor has determined that financial resources are available for growth, in the amount of \$118,139.73 (student hours 30,061 x \$3.93 per hour).

With respect to Fiscal Year 2020-21, quarters 3 and 4, Contractor has determined that financial resources are available for growth, in the amount of \$362,987.57 (student hours 92,363.25 x \$3.93 per hour).

With respect to Fiscal Year 2021-22, quarters 1 and 2, Contractor has determined that financial resources are available for growth, in the amount of \$564,524.85 (student hours 143,645 x \$3.93 per hour).

With respect to Fiscal Year 2022-23, quarters 1 and 2, Contractor has determined that financial resources are available for growth, in the amount of \$563,955 (student hours 143,500 x \$3.93 per hour).

Adding section D.3 as follows:

D. 3 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.

Deleting section E. Term and Termination in its entirety and replacing it with the following to extend the Contract term by two years, as follows:

E. Term and Termination

The term of this Contract shall be for a period of 5 years commencing July 1, 2020 through June 30, 2025. 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.

Deleting section K.1 in its entirety and replacing it with section K.1 as follows:

K.1 This Agreement, and if applicable, 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, or amendments to it (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.

Except as amended, all other terms and conditions of this Contract remain as stated therein.

[With the exception of signatures, this page is intentionally left blank]

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
San Bernardino County

By _____
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: _____

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 _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
Kelly Welty, Chief Deputy Director of Sheriff's
Administration

Date _____