STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 02/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20112350	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTOR NAME

San Bernardino County Sheriff's Department

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

$19,380.00 (Nineteen thousand, three hundred eighty dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	2
Exhibit A, Attachment 1	Course Hourly Distribution Schedule	4
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	GTC 04/2
Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Bernardino County Sheriff's Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
655 East Third Street	San Bernardino	CA	92415

PRINTED NAME OF PERSON SIGNING	TITLE
Curt Hagman	Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20112350	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Commission on Peace Officer Standards and Training			
CONTRACTING AGENCY ADDRESS	**CITY**	**STATE**	**ZIP**
860 Stillwater Road, Suite 100	West Sacramento	CA	95605
PRINTED NAME OF PERSON SIGNING	**TITLE**		
Maria A. Sandoval	Assistant Executive Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	**DATE SIGNED**		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	**EXEMPTION (If Applicable)**		

EXHIBIT A

SCOPE OF WORK

1. San Bernardino County Sheriff's Department (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with course training to qualified law enforcement personnel as described herein.
2. The project coordinators during the term of this Agreement will be:

POST	San Bernardino County Sheriff's Department
Name: Steven Harding	Name: Lt. Glenn Alfaro
Phone:(916) 227-2816	Phone: (909) 473-2537
Email: steven.harding@post.ca.gov	Email: galfaro@sbcsd.org

Direct all Agreement inquiries to:

POST	San Bernardino County Sheriff's Department
Contracts Unit Attention: Contracts Analyst	Name: Bureau of Administration Contracts Unit
Address: 860 Stillwater Road, Ste. 100 West Sacramento, CA 95605	Address: 655 E. Third Street San Bernardino, CA 92415
Phone: (916) 227-3937	Phone: (909) 387-0640
Email: Contracts@post.ca.gov	Email: koehlhof@sbcsd.org

3. Statement of Work
   A. Contractor agrees to train up to twenty (20) students in the 24-hour Law Enforcement Driving Simulator (LEDS) Instructor Course at a per student rate of $480 and up to twenty (20) students in the 40-hour Force Option Simulator (FOSS) Instructor Course at a per student rate of $489.
   B. The Contractor must perform the Regional Skills Training Center (RSTC) required training duties to request reimbursement from POST.
   C. Each course presentation shall not train more than (8) students per each (4) hour training session.
   D. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
   E. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.

F. In the event there are not enough students from POST reimbursable agencies to fill any class, the Contractor may opt to fill vacancies with students who are not full-time students from POST reimbursable agencies. Students attending the course who are non-reimbursable under POST regulations shall be charged applicable course tuition, as referenced above, by the Contractor. Prior to submission of an invoice to POST, the Contractor shall deduct, from the total sum, the amount collected for tuition. The invoice shall clearly reflect where the collected tuition has been deducted. Invoices for payment shall be submitted in accordance with the terms specified in Exhibit B, Budget Detail and Payment Provisions.

G. The Contractor is required to schedule courses that offer fifty percent (50%) of the training seats called for in the contract to outside agencies – meaning training for students who are not employees of the contractor's agency.

Any seats left unfilled designated for outside agencies within thirty (30) days of the course start date may be filled with the agency contractor's personnel

Course Hourly Distribution Schedule



Add/View Comments

<< Course Summary

Course Hourly Distribution Schedule

Course: DRIVER TRAINING SIMULATOR INSTRUCTOR - 20785

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

POST Consultant Review

Current Attachment Status: No Change

Course Hourly Distribution Schedule Summary

Total Hours Per Course Presentation:	24
Total Number of Days of Class:	3
Days Per Week:	3
Instructors (selected on hourly/total):	2/2

View Hourly Distribution Schedule

Jump to day: 1 2 3

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Day 1

Start	End	Subject	Instructor
0800	0900	Introduction/Orientation	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
0900	1000	Student Introductions	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1000	1030	Law Enforcement Collision Statistics	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1030	1130	Simulator History and Orientation/SAS	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1130	1200	LEDS Facilitation Methodologies	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1200	1300	LUNCH	
1300	1500	Simulator Equipment and Familiarization	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1500	1530	Simulator Equipment Troubleshoot	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1530	1700	Student Driving Scenarios	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)

Day 2

Start	End	Subject	Instructor
0800	1000	Introduction to 4-Hour LEDS Presentation	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1000	1200	5-10 Minute Student Presentations	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1200	1300	LUNCH	
1300	1600	Simulator Instructor Scenario Group Exercise	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1600	1630	Lecture Topic Assignments and Review	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1630	1700	Preparation for Lecture Presentations	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)

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Day 3

Start	End	Subject	Instructor
0800	1200	Simulator Instructor Scenario Test	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1200	1300	LUNCH	
1300	1500	Simulator Lab Review	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1500	1600	Course Review	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)
1600	1700	Evaluations/Certificates	DURMISEVICH, MARK (B89-L16) GRANADOS, CRAIG (B84-A59)

POST EDI

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<< Course Summary

Course Hourly Distribution Schedule

Course: FORCE OPTION SIMULATOR, INSTR. - 21075

Presenter: SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT (2330)

POST Consultant Review

Current Attachment Status:	No Change

Course Hourly Distribution Schedule Summary

Total Hours Per Course Presentation:	40
Total Number of Days of Class:	4
Days Per Week:	4
Instructors (selected on hourly/total):	4/4

View Hourly Distribution Schedule

Jump to day: 1 2 3 4

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Day 1

Start	End	Subject	Instructor
0800	0900	Registration, Expectations, Schedule Review	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
0900	1030	Student Introductions	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
1030	1200	Philosophical Discussion: Force Options Training	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
1200	1300	Lunch	
1300	1600	Use of Force Case Law & Statutes	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31) FRIES, KEVIN (C15-R86)
1600	1800	Seizures of Persons	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)

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Day 2

Start	End	Subject	Instructor
0800	1200	Observe Live 4-Hour FOS Class & Assign Topics and student scenario assignment	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
1200	1300	Lunch	
1300	1800	POST Scenario Review Instructor/Student Discussion	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)

Day 3

Start	End	Subject	Instructor
0800	0930	Human Performance Limitations	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31) FRIES, KEVIN (C15-R36) JANOWICZ, JOSEPH (B94-W77)
0930	1200	MILO Range System Operation, Maintenance and Trouble-shooting	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
1200	1300	Lunch	
1300	1600	Student FOS Lecture PowerPoint Presentations	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
1600	1615	Test Review	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
1615	1800	Final Exam	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)

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Day 4

Start	End	Subject	Instructor
0800	0900	Make-up Exams	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
0900	1030	10-15 Minute Student Core Topic Presentations	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
1030	1200	Student Scenario Development Presentations	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
1200	1300	Lunch	
1300	1400	Small Group Learning Activity	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
1400	1700	Adult Learning	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)
1700	1800	Course Summary and Evaluations	DURMISEVICH, MARK (B89-L16) GARCIA, MAXIMILLIANO (B41-G31)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Contractor shall receive reimbursement for services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for expenditures incurred consistent with the budget detail, up to the maximum amounts shown, in accordance with the cost breakdown, as described below.

B. All costs indicated herein are fixed rates. Totals may change based on actual usage. Costs shall be paid in accordance with Exhibit B, Budget Detail and shall not exceed **$19,380.00.**

LEDS Instructor Course at a per student rate of $480
(20 students X $480 = $9,600)

FOS Instructor Course at a per student rate of $489
(20 students X $489 = $9,780)

C. Administrative fees are not authorized.

D. Upon completion of each presentation, the Contractor agrees to submit a detailed invoice in duplicate with the following information before payment will be authorized:

- Agreement Number
- Course Title
- Date(s) of Course
- Total number of full-time POST reimbursable students who attended the training *(8 maximum per presentation)*
- Authorized rate per student
- Course Roster(s) from EDI

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

Commission on POST
Accounting Office
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

2. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

SPECIAL TERMS AND CONDITIONS

1. SETTLEMENT OF DISPUTES: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by compromise shall be decided by POST, who shall produce its decision notification decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the Agreement requirements were exceeded. If the Contractor fails to submit such a protest within the period specified above shall constitute a waiver of any and all rights to adjustment in the Agreement terms and POST's decision shall be final and conclusive. Pending POST final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.
2. AMENDMENTS: This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. TERMINATION CLAUSE: This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, POST reserves the right to require the Contractor to terminate any employee, representative or approved subcontractor providing services on behalf of the Contractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such employee, representative or approved subcontractor has engaged in conduct deemed to be illegal, immoral, fraudulent, inappropriate or unprofessional as determined by POST. The Contractor shall provide timely evidence to POST of its compliance with the foregoing employee, representative or approved subcontractor terminations. Failure to comply may result in the de-certification of the Contractor's presentation.
4. CONTRACTOR EVALUATION (*if applicable*): In accordance with provisions of the Pubic Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 days after completion of the Agreement.
5. TRAVEL (*if applicable*): Travel expenses and per diem related to the services provided under this Agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

6. SUBCONTRACTING (*if applicable*): The Contractor is expected to perform the services contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

   Based on "reasonable effort" to the best of its ability, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules and regulations; and (b) fulfill student course expectations.

   The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
San Bernardino County Sheriff's Department	*95-6002748*
By (Authorized Signature)	
Printed Name and Title of Person Signing *Curt Hagman, Chairman, Board of Supervisors*	
Date Executed	*Executed in the County of* *San Bernardino*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor

affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.