



Contract Number

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	John Ades, Captain
Telephone Number	(909) 387-0640
Contractor	San Bernardino County Superintendent of Schools
Contractor Representative	Ted Alejandre, County Superintendent
Telephone Number	(909) 386-2406
Contract Term	July 1, 2020 through June 30, 2023
Original Contract Amount	-----
Amendment Amount	-----
Total Contract Amount	-----
Cost Center	4420005167

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, County, through the Sheriff/Coroner/Public Administrator Department ("Sheriff") administers a rehabilitative program known as INROADS to incarcerated individuals in a custodial setting;

WHEREAS, San Bernardino County Superintendent of Schools' ("Superintendent") Regional Occupational Program (ROP) provides instruction for entry-level employment, advanced training and upgrading skills;

WHEREAS, County desires to provide Superintendent's ROP instruction to participants in the Sheriff's INROADS program;

WHEREAS, Superintendent desires to provide said services to the County;

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

A. DEFINITIONS

- A.1** INROADS – Inmate Rehabilitation through Occupational and Academic Development Systems – The collective academic, vocational, substance abuse, behavioral and life skills programs provided to inmates by the County.
- A.2** ADA- Average Daily Attendance – is defined as the total days of student attendance divided by the number of days of instruction. Public education funding is apportioned based upon each school's ADA.

- A.3** CASAS – Comprehensive Adult Student Assessment Systems – a non-profit organization that focuses on assessment and curriculum development of basic skills for youth and adults. CASAS is used by federal and state government agencies, business and industry, community colleges, education and training providers, correctional facilities and technical programs.

B. SUPERINTENDENT RESPONSIBILITIES

- B.1** Superintendent shall provide educational programs at the County's Glen Helen Rehabilitation Center (GHRC), West Valley Detention Center (WVDC), and High Desert Detention Center (HDDC) correctional facilities (hereinafter referred to as "Facilities") as determined by the Sheriff. The educational programs to be provided shall consist of: Bakery Occupations, Restaurant Operations, Custodial Occupations, Introduction to Construction Trades, and Certified Microsoft Office Specialist. The program services include but are not limited to: classroom instructors, administration, clerical support staff, district mandated support staff, instructional materials and supplies, and office materials and supplies.
- B.2** Sheriff reserves the right to add, delete, or reschedule any course based on the needs of the Facilities or programs. In such cases, the Superintendent shall be consulted prior to any program changes to determine availability of fiscal resources and adherence to contractual obligations.
- B.3** Superintendent may, at the satisfactory conclusion of the various classes, award certificates to students indicating their participation in the classes.
- B.4** Superintendent's staff will comply with Facilities' dress code, wear name badges, and undergo security checks as required by the Sheriff.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Superintendent agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Superintendent and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Superintendent either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Superintendent will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Superintendent shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If not in violation of applicable

law, Sheriff will perform background checks on Superintendent's employees as a condition of granting them access to Facilities. Sheriff shall have the sole discretion to determine security acceptability of all Superintendent's personnel at any time during the term of this Contract. Superintendent's personnel who do not meet the County's security criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Superintendent shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Superintendent personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Superintendent or Superintendent's personnel or may be made available to Superintendent or Superintendent's personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Superintendent shall be responsible for the promulgation and distribution of County Policies to Superintendent's personnel to the extent necessary and appropriate.

County shall have the right to require Superintendent's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Superintendent shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Superintendent shall not use or disclose any identifying information for any other purpose other than carrying out the Superintendent's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Superintendent will designate an individual to serve as the primary point of contact for the Contract. Superintendent or designee must respond to County inquiries within two (2) business days. Superintendent shall not change the primary contact without written acknowledgement to the County. Superintendent will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Internship Initiative

Superintendent agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Superintendent's business. Superintendent is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and Economic Value in the County**. The County's objective with its internship

initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, Superintendent remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.13 County Representative

The *Sheriff/Coroner/Public Administrator* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Superintendent. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.14 Damage to County Property

Superintendent shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Superintendent becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Superintendent fails to make timely repairs, the County may make any necessary repairs. Superintendent, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Superintendent from the County, as determined at the County's sole discretion.

C. 15 Debarment and Suspension

Superintendent certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Superintendent further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.16 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Superintendent agrees that the Superintendent and the Superintendent's employees, while performing service for the County, on County property, or while using County equipment:

- C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Superintendent or Superintendent's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Superintendent shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Superintendent has with the County, if the Superintendent or Superintendent's employees are determined by the County not to be in compliance with above.

C.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.18 Employment Discrimination

During the term of the Contract, Superintendent shall not discriminate 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, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.19 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Superintendent to use recycled paper for any printed or photocopied material created as a result of this Contract. Superintendent is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Superintendent must be able to annually report the County's environmentally preferable purchases. Superintendent must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.20 Improper Influence

Superintendent shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Superintendent.

C.21 Improper Consideration

Superintendent shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Superintendent shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Superintendent. The report shall be made to the supervisor or manager charged with supervision of the employee

or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.22 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.23 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.24 Licenses, Permits and/or Certifications

Superintendent shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Superintendent shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Superintendent will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Superintendent has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.27 Nondisclosure

Superintendent shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Superintendent or an agent of Superintendent or otherwise made available to Superintendent or Superintendent's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Superintendent or an agent of Superintendent in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.28 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.29 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Superintendent pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Superintendent may retain copies of such items.

C.30 Reserved

C.31 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.32 Records

Superintendent shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Superintendent's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.33 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.34 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Superintendent's relationship with County may be made or used without prior written approval of the County.

C.35 Representation of the County

In the performance of this Contract, Superintendent, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.36 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.37 Subcontracting

Superintendent shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Superintendent shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Superintendent shall remain directly responsible to County for its subcontractors and shall

indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Superintendent's Personnel.

For any subcontractor, Superintendent shall:

- C.37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.37.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.37.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Superintendent Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Superintendent agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 38 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Superintendent or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Superintendent and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Superintendent for County.

C.39 Termination for Convenience

The County and the Superintendent each reserve the right to terminate the Contract, for any reason, 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 Superintendent for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Superintendent shall promptly discontinue services unless the notice directs otherwise. Superintendent 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.

C.40 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.41 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C.42 Conflict of Interest

Superintendent shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Superintendent shall make a reasonable effort to prevent employees, Superintendent, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire

for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Superintendent's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.43 Former County Administrative Officials

Superintendent agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Superintendent. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.44 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Superintendent. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Superintendent also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Superintendent is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Superintendent will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Superintendent is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Superintendent will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.45 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies,

information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Superintendent as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Superintendent in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.46 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Superintendent. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Superintendent will be barred from all future solicitations, for a period of at least six (6) months.

C.47 Reserved

C.48 Reserved

C.49 Reserved

D. TERM OF CONTRACT

This Contract is effective July 1, 2020 through June 30, 2023 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

The County and the Superintendent each reserve the right to terminate the Contract, for any reason, 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 Superintendent for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Superintendent shall promptly discontinue services unless the notice directs otherwise. Superintendent 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.

E. COUNTY RESPONSIBILITIES

- E.1** County shall provide classrooms, classroom furniture, copiers, personal computers, printers, and storage areas necessary to conduct class sessions.
- E.2** County shall be responsible for providing security and control over inmate participants and reasonable precautions for the protection of Superintendent's employees and their property.

F. FISCAL PROVISIONS

- F.1** The Superintendent shall collect revenue such as Average Daily Attendance (ADA) and Comprehensive Adult Student Assessment Systems (CASAS) benchmarks to cover the costs of the County's programs at Facilities. Costs of the programs include, but are not necessarily limited to the following:
 - F.1.1** Salaries and benefits of instructional staff
 - F.1.2** Salaries and benefits of administrative staff
 - F.1.3** Salaries and benefits of classified support staff
 - F.1.4** District overhead costs
 - F.1.5** Instructional materials and supplies

- F.1.6** Office supplies and materials
- F.1.7** Mileage for teacher's business miles
- F.1.8** Professional development

- F.2** Superintendent will finance its assigned educational services at Facilities during the length of its school year through funding generated by ADA apportionment and CASAS learning gains/benchmarks. To support this obligation, the Superintendent will restrict the financed educational services through funding generated by ADA apportionment and CASAS learning gains/benchmarks, solely to Facilities.
- F.3** Superintendent will provide the Commander of the Inmate Services Unit or his designee with ADA records on a quarterly basis. Data will be used by both County and Superintendent to project anticipated revenue during the fiscal year. In the event that the Superintendent determines that costs will exceed revenue, Superintendent will notify the County 90 days prior to the end of the school year of the projected shortfall. At such time, services may be terminated on the specified date or arrangements may be made between the County and Superintendent to continue services on a fee-for-service basis. When fee-for-service is initialized, the Superintendent will bill the County for said services semi-annually. Superintendent will provide a detailed invoice which includes, but is not limited to, employee name, dates of service and name of class.
- F.4** In the event County agrees to fund programs on a fee-for-service basis, County shall pay the cost of educational programs provided by Superintendent at Facilities in an amount not to exceed the amount of the budget shortfall. However, if Superintendent's ADA is below cap, Superintendent will include attendance of inmates in those educational programs in its ADA. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Superintendent shall not use current year funds to pay prior or future year obligations.
- F.5** In the event Superintendent collects ADA in excess of expenditures, the Superintendent will reimburse County for County's ROP program costs.
- F.6** **Reserved**
- F.7** Superintendent shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Superintendent is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Superintendent 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 claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnities. The Superintendent's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

The County agrees to indemnify, defend (with counsel reasonably approved by Superintendent) and hold harmless the Superintendent and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Superintendent on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply

regardless of the existence or degree of fault of Indemnities. The County's indemnification obligation applies to the Superintendent's "active" as well as "passive" negligence but does not apply to the Superintendent's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event that the Superintendent 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 Agreement, the County and/or the Superintendent shall indemnify the other to the extent of its comparative fault.

G.2 Insurance

Superintendent and County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation, Cyber Liability, Abuse and Molestation Liability. Superintendent and County warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

G.3 Reserved

G.4 Reserved

G.5 Reserved

G.6 Reserved

G.7 Reserved

G.8 Reserved

G.9 Reserved

G.10 Reserved

G.11 Reserved

H. RIGHT TO MONITOR AND AUDIT

H.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 Superintendent in the delivery of services provided under this Contract. Superintendent shall give full cooperation, in any auditing or monitoring conducted. Superintendent shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 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 this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Superintendent to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Superintendent thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Superintendent for and during the period in which Superintendent is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Superintendent but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Superintendent. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Superintendent under this Contract and the balance, if any, shall be paid by the Superintendent upon demand.

J. NOTICES

All written notices provided for in this 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:

County of San Bernardino

San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
655 E. Third Street
San Bernardino, CA 92415-0061

Superintendent

San Bernardino County Superintendent of
Schools
601 North E Street
San Bernardino, CA 92415-0020

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

K. ENTIRE AGREEMENT

This 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 this Contract not expressly set forth herein are of no force or effect. This 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 this Contract and signs the same of its own free will.

- K.1** If applicable, due to and for the duration of the COVID-19 pandemic, pursuant to the Uniform Electronic Transaction Act (Cal. Civ. Code §§ 1633.1 to 1633.17), and the San Bernardino County Board of Supervisors Resolution No. 2020-030, the parties hereto authorize the use of electronic, facsimile, and/or digital signatures in the execution of this Contract and any of its subsequent amendments. Such signatures 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, the County of San Bernardino and the Superintendent have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, 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 the County of San Bernardino

By _____
Deputy

San Bernardino County Superintendent of Schools
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Katie M. Hylton
(Print or type name of person signing contract)

Title Program Manager, Procurement and
Warehouse Services
(Print or Type)

Dated: _____

Address 601 North E Street
San Bernardino, CA 92412-0020

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Richard D. Luczak, Deputy County Counsel	► _____	► John Ades, Captain
Date _____	Date _____	Date _____