



**Contract Number**

**SAP Number**

N/A

## Sheriff/Coroner/Public Administrator

**Department Contract Representative**  
**Telephone Number**

John Ades, Captain  
(909) 387-0640

**Contractor**

San Bernardino Community College  
District

**Contractor Representative**  
**Telephone Number**

Virginia Diggle, CSRM  
(909) 382-4085

**Contract Term**

07-01-2021 through 06-30-2024

**Original Contract Amount**

Fee per Service

**Amendment Amount**

**Total Contract Amount**

**Cost Center**

4439201000

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the CONTRACTOR offers Basic Academy Training in an extended format ("Extended Basic Academy") with classes offered in the evenings and on weekends to accommodate students who do not enroll in the full-time 23-week Basic Academy offered by the County of San Bernardino Sheriff's Department (COUNTY);

**WHEREAS**, while classroom instruction for the Extended Basic Academy takes place at the San Bernardino Valley College campus, CONTRACTOR requires facilities and staff support to complete the testing and training that takes place outside of a classroom; and

**WHEREAS**, the COUNTY has the required facilities, licenses, and personnel to provide certified California Peace Officer Standard and Training (POST) Physical Agility Testing and courses in Chemical Agents Training; and

**WHEREAS**, the CONTRACTOR desires to provide certified POST Physical Agility Testing and Chemical Agents Training as part of the curriculum for its Extended Basic Academy students; and

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties agree hereto as follows:

#### A. CONTRACTOR RESPONSIBILITIES

- A.1** CONTRACTOR shall provide an Extended Basic Academy Coordinator to be on site during each class session to provide administrative and/or facilitation of treatment services for students.

- A.2** CONTRACTOR shall pay for a Sheriff's Department Facility Coordinator for each Physical Agility Testing session, at a rate in accordance with the attached Schedule A.
- A.3** CONTRACTOR shall pay for the facility/supply use and for two (2) Sheriff's Department Chemical Agents Training Certified Supervising Instructors, located inside the Gas House, at a rate in accordance with the attached Schedule A.
- A.4** CONTRACTOR shall pay an annual facility use fee, at a rate in accordance with the attached Schedule A.
- A.5** CONTRACTOR shall provide a certified instructor (Armor Holding/Defense Technologies certification or equivalent) for the classroom portion of the course. CONTRACTOR may utilize a Sheriff's Certified Safety Instructor for the classroom portion of a rate in accordance with the attached Schedule A, in lieu of providing an instructor.
- A.6** CONTRACTOR shall provide a Registered Nurse and a tank of oxygen for the chemical agent exposure portion of the class. The Registered Nurse shall be thoroughly familiar with the administration of oxygen and the monitoring of students after chemical exposure. The Registered Nurse shall be required to stay one hour after the conclusion of the chemical exposure portion of the training to monitor delayed reactions of students still on site recovering from the decontamination process.
- A.7** CONTRACTOR shall provide two (2) instructors for the chemical exposure portion of the training to act as safety officers, located outside of the Gas House. CONTRACTOR may utilize Sheriff's Department Certified Safety Instructors to act as safety officers, located outside of the Gas House, at a rate in accordance with the attached Schedule A, in lieu of providing safety officers.
- A.8** CONTRACTOR shall ensure that the course offerings meet all appropriate State of California Government Code Title 5 and State of California Educational Code requirements.
- A.9** CONTRACTOR shall pay the annual use fee for shotguns (20) per session, at a rate in accordance with the attached Schedule A.

**B. COUNTY RESPONSIBILITIES**

- B.1** COUNTY shall provide the use of the POST Agility Field for Physical Agility Testing.
- B.2** COUNTY shall provide a Facility Coordinator for each Physical Agility Testing session at a rate in accordance of the attached Schedule A [two (2) hour minimum].
- B.3** COUNTY shall provide classroom space at the Frank Bland Regional Public Safety Training Center, use of the Gas House, chemical agents for Chemical Agents Training, and student locker room for showers and decontamination. The total course of instruction is eight (8) hours with a combination of classroom and scenario-based exposure drills.
- B.4** COUNTY shall provide two (2) Certified Supervising Instructors, at a student to instructor ratio of 1 to 1, for the chemical exposure portion of the class (maximum of two students being exposed to chemical agents at one time); at a rate in accordance with the attached Schedule A. One (1) Certified Supervising Instructor shall remain onsite one hour after the conclusion of the class, to monitor any delayed reactions of students that are still recovering from the decontamination process, and will be compensated one additional hour of pay **(in addition to the Registered Nurse requirement)**.
- B.5** COUNTY shall provide a Certified Safety Instructor for the classroom portion of the training whenever such services are requested by CONTRACTOR, at a rate in accordance with the attached Schedule A.
- B.6** COUNTY shall provide Certified Safety Instructors, located outside of the Gas House, for the chemical exposure portion of the training; whenever such services are requested by CONTRACTOR; at a rate in accordance with the attached Schedule A.

- B.7** COUNTY shall provide a Range Safety Officer for the firearms portion of the training whenever such services are requested by CONTRACTOR, at a rate in accordance with the attached Schedule A [two (2) hours minimum].
- B.8** COUNTY shall provide twenty (20) shotguns for the firearms portion of the training whenever such services are requested by CONTRACTOR, at a rate in accordance with the attached Schedule A.
- B.9** COUNTY shall supply each student with 500 rounds of shotgun ammunition (200 slugs and 300 00-Buckshot). Shotgun ammunition and any overages necessary for remediation will be billed in accordance with the attached Schedule A.
- B.10** COUNTY shall supply each student with 2,500 handgun ammunition rounds. Handgun ammunition and any overages necessary for remediation will be billed in accordance with the attached Schedule A.

**C. COMPENSATION**

CONTRACTOR shall compensate COUNTY in accordance with the rates detailed on Schedule A attached hereto and incorporated herein by reference. COUNTY will invoice CONTRACTOR for the cost of services provided in arrears. Payment from CONTRACTOR shall be due within thirty (30) days from the date of invoice.

**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, CONTRACTOR 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 CONTRACTOR'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 shall be for a period of three (3) years beginning July 1, 2021 through June 30, 2024. This Contract may be renewed for two additional one year terms or by one two year term by written amendment signed by both parties. 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 COUNTY or by CONTRACTOR upon thirty (30) days advance written notice to the other party. 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 of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other reason of such termination.

**F. INDEMINIFICATION AND INSURANCE REQUIREMENTS**

**F.1 Indemnification**

The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its 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, therefore, except where such indemnification is projected by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The CONTRACTOR'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, and hold harmless the CONTRACTOR and its 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 negligent acts, errors, or omissions of any person and for any costs or expenses incurred by the CONTRACTOR on account

of any claim, therefore, 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'S indemnification obligation applies to the CONTRACTOR'S "active" as well as "passive" negligence but does not apply to the CONTRACTOR'S "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

In the event that COUNTY and/or CONTRACTOR is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Contract, COUNTY and/or CONTRACTOR shall indemnify the other to the extent of its comparative fault.

## **F.2 Insurance**

The COUNTY and CONTRACTOR are self-insured public entities for purposes of Professional Liability, General Liability, and Workers' Compensation. COUNTY and CONTRACTOR warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of COUNTY'S and CONTRACTOR'S performance of this Contract.

## **G. RIGHT TO MONITOR AND AUDIT**

### **G.1 Right to Monitor**

The COUNTY, 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 CONTRACTOR in the delivery of services provided under this Contract. CONTRACTOR shall give full cooperation, in any auditing or monitoring conducted. CONTRACTOR 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.

### **G.2 Availability of Records**

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 notices required to be given under this contract shall be in writing and delivered to the other party by registered or certified mail, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:

**CONTRACTOR:** San Bernardino Community College District  
550 E. Hospitality Lane, Suite 200  
San Bernardino, CA 92408

**COUNTY:** San Bernardino County Sheriff's Department  
Bureau of Administration, Contracts Unit  
655 East Third Street  
San Bernardino, CA 92415-0061  
Attn: Jose Torres, Sheriff's Administrative Manager

## **I. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY**

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

## **J. DIGITAL SIGNATURES**

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 Agreement 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 Agreement upon request.

**K. FULL UNDERSTANDING**

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto; this contract supersedes all prior oral and written contracts or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino District. Any amendment to this contract shall be in writing signed by all parties.

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 Community College District  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Steven 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

►  
John Ades, Captain

Date \_\_\_\_\_

## SCHEDULE A

### Chemical Agents Training Fee Schedule

Facility/supply use; classrooms, Gas House, Chemical Agents (Smoke grenades, CN, CS, Pepper Spray), related training equipment and the use of the student locker room for showers and decontamination

**\$800.00 per 8 hour class session**

Certified Supervising Instructor\*/ Classroom Instructor\*\*

**\$95.63/per hour** (Detective/Corporal)

Certified Safety Instructor\*\*\*

**\$90.96/per hour** (Deputy)

\* Two (2) Sheriff's Department Certified Supervising Instructors required for chemical exposure portion of training; inside of Gas House. One (1) Certified Supervising Instructor will be compensated one additional hour of pay to remain onsite one hour after the conclusion of the class, to monitor any delayed reactions of students that are still recovering from the decontamination process (*in addition to the Registered Nurse requirement*).

\*\* One (1) Certified Classroom Instructor required for classroom portion of training.

***This fee is in lieu of College provided Certified Classroom Instructor.***

\*\*\* Two (2) Certified Safety Instructors required for chemical exposure portion of training, outside of Gas House. ***This fee is in lieu of College provided Certified Safety Instructors.***

### Physical Agility Testing Fee Schedule

Facility Coordinator

**\$95.63/per hour (Two hour minimum)** (Detective/Corporal)

### Annual Facility Use Fee

Facility Use Fee

**\$250.00/per year**

### Range Use Fee

Range Use Fee (includes physical training field, showers, and target materials)

**\$375.00/per day (Saturday use only)**

Shotgun Use Fee (20 shotguns)

**\$1,330/per year**

Certified Safety Instructor\*\*\*\*

**\$95.63/per hour** (Detective/Corporal)

***\*\*\*\*This fee is in lieu of College provided Certified Safety Instructors.***

Ammunition

**Handgun 2,500 rounds per student – \$900.00 (Overages – \$36.00 per one hundred rounds increments)**

**Shotgun 500 rounds per student – \$270.00 (Overages – \$11.00 per twenty rounds increments)**