



Contract Number

21-452

SAP Number

County Administrative Office

Department Contract Representative	Jennifer Mulhall-Daudel
Telephone Number	(909) 387-5420
Contractor	Cal Poly Corporation
Contractor Representative	Jodi Block
Telephone Number	(805) 756-1123
Contract Term	September 14, 2021 – September 13, 2024
Original Contract Amount	Not to exceed \$1,520,028
Amendment Amount	
Total Contract Amount	Not to exceed \$1,520,028
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires partnership and support to identify and create solutions to innovation challenges; and

WHEREAS, the County finds Cal Poly Corporation (Contractor) qualified to support innovation challenges by leveraging university resources to include Cal Poly's Digital Transformation Hub (DxHub) and Cal Poly's California Cybersecurity Institute (CCI), bringing public sector experts, practitioners, students, and faculty together to create solutions for real-world problems proposed by the County, benefitting residents; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

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

A. DEFINITIONS

- A.1 **Architecture**: Software architecture refers to the fundamental structures of a software system and the discipline of creating such structures and systems. Each structure comprises software elements, relations among them, and properties of both elements and relations. This architecture is what allows the source code to perform its desired function.

- A.2 AWS Cloud Innovation Centers:** The Cloud Innovation Centers (CIC) Program provides an opportunity for nonprofits, education institutions, and government agencies to collaborate with other public sector organizations on their most pressing challenges, test new ideas with Amazon's innovation process, and access the technology expertise of AWS. Any nonprofit, education, or government organization can apply to work on a challenge with the global network of public sector-led innovation centers. Organizations bring their expertise and work through a challenge engagement, uncover new ways to solve complex problems, and publish their lessons learned to further drive public sector innovation.
- A.3 Cal Poly California Cybersecurity Institute (CCI):** Teaches Californians to protect California through cybercrime forensics and statewide tactical response training. The program helps shape California's cyber standards and practices by offering an environment for cyber defense innovation through advanced study, basic and applied research on emerging issues and technical challenges. The CCI is a public-private partnership bringing together the best subject matter experts to address the "cyber" needs of the State of California. The Contractor employs the California Polytechnic State University pedagogy "Learn by Doing" to create live-immersive scenarios that are real, current, and relevant. This training provides accurate context of particular challenges as well as tactical exercises that ensures retention and proper deployment of solutions.
- A.4 Cal Poly Digital Transformation Hub (DxHub):** A strategic relationship with Amazon Web Services (AWS) and the world's first cloud innovation center supported by AWS on a University campus. The primary goal of the DxHub is to provide real-world problem-solving experiences to students by immersing them in the application of proven innovation methods in combination with the latest technologies to solve important challenges in the public sector. The challenges being addressed cover a wide variety of topics including homelessness, evidence-based policing, digital literacy, virtual cybersecurity laboratories and many others. The DxHub leverages the deep subject matter expertise of government, education and non-profit organizations to clearly understand the customers affected by public sector challenges and develops solutions that meet the customer needs.
- A.5 Executive Outbrief:** A final briefing to the County leadership of the Challenge detailing the Challenge that was addressed, and the solutions provided.
- A.6 Full Stack Solution Architect:** A full stack solution architect is someone who is proficient in all the layers of building an application. He/she is comfortable with HTML/CSS, front-end Javascript, at least one of the languages used in the server to build the application, middleware layers (for example, Java, Python, Scala, PHP, etc) and also familiar with Database systems--Myssql/Oracle/postgres and/or NoSql systems such as Mongo or even Graph database systems. This skillset allows the Full Stack Solution architect to divide the software into layers, create, build, test deployment strategies while keeping the aspects of maintainability, extensibility and other non-functional requirements of a system. In order to do this, the person must be reasonably conversant (not necessarily an expert) in the complete stack- enough to assess the impact of the choices made while making crucial design decisions.
- A.7 Global Challenge Manager:** The person who guides (manages) the team through the workshops, discussions and processes associated with each engagement. This person has the skills and process to sift through disparate opinions and identify the correct potential solution. The term "Global" is used because the process for problem solving (working backward methodology) is universally applicable regardless of the challenge.
- A.8 Innovation Challenges:** Innovation Challenges, sometimes referred to herein as Challenge or Challenges, are real-world problems proposed by San Bernardino County, to which the Cal Poly team will apply their innovative methodology described below to provide solutions.
- A.9 Services:** The requested services described in this Contract.

A.10 Source Code: Source Code is a software term (also referred to as source or code) and is the version of software as it is originally written (i.e., typed into a computer) by a human in plain text (i.e., human readable alphanumeric characters).

A.11 UI & UX Mockups: UI & UX is a technical term associated with application development and it refers to the User Interface and the User Experience.

B. CONTRACTOR RESPONSIBILITIES

B.1 Contractor shall support the County in three (3) Innovation Challenges annually, for a total of nine (9) Innovation Challenges over the Contract term. The time period for each Challenge will be established and mutually agreed upon during the kick-off meeting for that Challenge. Multiple Challenges can be worked on concurrently. Should an extension beyond the time period established for a specific Challenge be required, the extension timeframe will be mutually agreed upon by both parties.

B.2 Contractor shall utilize resources from Cal Poly University (University) including, but not limited to, DxHub and CCI in managing the innovation challenge process.

B.3 The County will fund three (3) Innovation Challenges in each year of the term of this Contract. For each year of Innovation Challenges funded by the County, the Contractor shall provide the following team:

- Members from Cal Poly's DxHub and CCI (DxHub and CCI members include Cal Poly State Employees, Cal Poly Corporation Employees, Volunteers, and Amazon AWS Employees.)
- Members from supporting grants (as listed above) are funded by CCI or DxHub State, Federal, or Corporate Grants; depending on the Challenge, those members may participate if required]
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B.4 Contractor shall host an innovation kick-off meeting in San Bernardino County with designated County leadership upon contract award. This innovation kick-off meeting will include a half-day workshop to educate the County team on the process, tools, and techniques of the DxHub's approach to Challenges. The second part of the day will be a session to identify the Challenges.

B.5 Once the Challenges have been identified and defined in the innovation kick-off meeting, Contractor shall apply a human-centered "Working Backward" innovation methodology to tackle the identified County innovation challenges. Contractor uses these Challenges as a "learn by doing" opportunity for the Cal Poly student body. As such, most Challenges are designed around ten (10) to twelve (12) week prototype sprints. The Challenges include an introduction and exploratory conversation, which is followed by an innovation workshop. The workshop is focused on ideation, dividing the problem down into very specific requirements, and ending in a solution workshop to come up with a working prototype and/or policies that are decision points for the County. The workshop may be delivered in a multitude of formats, include virtual engagement or all-day working groups. Prior to the workshop, the County is required to join a preliminary engagement call for orientation purposes.

The phases of the challenge process are demonstrated in Attachment A to this Contract and are incorporated herein.

B.6 Contractor shall deliver prototypes that are ready for development, and the County's decision-making process. Solutions from Innovation Challenges are shared worldwide with the AWS Cloud Innovation Centers, as well as the public at large, through the following:

- Online Case Library / Print Edition for Conferences
- Public Relations Campaign

- A Website that shares the Innovation Challenge's summary, storyboard narrative, problem set, innovation in action, Frequently Asked Questions (FAQs), source code, UI and UX mockups, architecture, and results.

B.7 Deliverables: For each challenge, Contractor shall deliver the following to the County:

- PRFAQ – Sample Public Release and Frequently Asked Question document
- Support and attend San Bernardino County team's Executive Outbrief and Recommendation for Implementation
- Website Publication of County-approved version of the Challenge and supporting documentation on Cal Poly's DxHub website.

B.8 The Deliverables identified in B.7 shall be provided in accordance with a schedule and timeline approved by both Parties.

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

Contractor 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 Contractor and County.

C.3 Contract Assignability

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

C.4 RESERVED

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

Contractor 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 requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide a written statement to the County confirming that a background check was cleared for each requested individual. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring 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

Contractor 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, Contractor 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 (including, but not limited to COVID-19 protocols), 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 Contractor or Contractor personnel or may be made available to Contractor or Contractor 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. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor'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

Contractor 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. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor'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

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

C.12 County Internship Initiative

Contractor 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 Contractor's business. Contractor 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, the Contractor 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 County's Chief of Administration 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 Contractor. 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

Contractor 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 Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, 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 Contractor from the County, as determined at the County's sole discretion.

C. 15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, 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>). Contractor 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, the Contractor agrees that the Contractor and the Contractor'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 Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor 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 Contractor has with the County, if the Contractor or Contractor'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 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, Contractor 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 Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor 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), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor 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

Contractor 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 Contractor.

C.21 Improper Consideration

Contractor 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.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. 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

Contractor 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 Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor 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 Contractor 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

Contractor 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 information that is disclosed as confidential.

This language does not restrict the receiving party's (the party which receives disclosed information) ability to use, disclose, or otherwise deal with any information which at the time of receipt:

- A. is disclosed as confidential information and not identified as Confidential Information verbally or in writing within seven (7) days of disclosure;
- B. was known independently prior to the receipt by receiving party or made available to receiving party by lawful right of a third party;
- C. is generally available in the public domain prior to the date of this Contract or becomes available to the public through no wrongful act of the receiving party;
- D. is developed independently by the receiving party;
- E. is disclosed by the receiving party in accordance with the terms of the County's prior written approval;
- F. is disclosed without restriction on further disclosure;
- G. is disclosed pursuant to an order of a court of competent jurisdiction, by operation of law or statute, or a valid administrative or Congressional subpoena, provided that the disclosing party promptly notifies and cooperates reasonably with efforts to contest or limit the scope of such request or order, the cost of limitation to be the sole financial responsibility of the party seeking to limit disclosure.

C.28 Export

Given Cal Poly's inclusion of students, faculty, staff, and visitors of foreign nationality when providing educational experiences for all students, it is not in the University's best interests for the Corporation to receive or create information in the form of technology, software source code or technical data identified on any US export control list, including the US Department of Commerce Control List at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 120-130 ("Export Control-listed Information" or "ECI") or from entities governed by the Office of Foreign Assets Control (OFAC), 31 CFR 501. Therefore, it is Cal Poly's intent that results from the Innovation Challenges will be shared in the public domain, upon approval by the County of the information to be shared. The data generated by the activities in this contract will be stored in US based data centers.

C.29 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.30 RESERVED

C.31 RESERVED

C.32 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.33 Records

Contractor 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 Contractor'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.34 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.35 Release of Information

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

C.36 Representation of the County

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

C.37 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.38 Subcontracting

Contractor 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, Contractor 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. Contractor

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 Contractor Personnel.

For any subcontractor, Contractor shall:

- 38.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 38.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 38.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor 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. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.39 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 Contractor 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. Contractor 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 Contractor for County.

C.40 Termination for Convenience

The County and the Contractor 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 Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination, and any non-cancellable obligations. Upon receipt of termination notice Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor 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.41 Time of the Essence

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

C.42 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 be governed in accordance with the laws of the State of California.

C.43 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors associated with the work which is the subject of this Contract and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, 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 Contractor's officers, employees, or agents associated with the work which is the subject of this Contract 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.44 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County 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 Contractor. 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.45 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. 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 Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor 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 Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor 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 Contractor 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.46 Copyright

Project Intellectual Property, defined as the items identified in this section, shall belong jointly to County and Contractor. Any items developed by a party prior to this Contract shall remain in the ownership of that party. The party filing any patent or other application shall pay the entire cost of doing so, unless a cost sharing agreement is otherwise agreed in writing by the parties. 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 San Bernardino County as the funding agency and Contractor 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 Contractor 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.47 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 Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.48 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

D. TERM OF CONTRACT

This Contract is effective as of September 14, 2021, and expires September 13, 2024, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

E. COUNTY RESPONSIBILITIES

- E.1** The County shall provide identified challenges and problems across all departments, executive leadership, and community participation through each Innovation Challenge series to ensure successful execution.
- E.2** Prior to the innovation workshops, the County shall participate in a preliminary engagement call for orientation purposes.
- E.3** The County shall participate in Innovation Challenge introduction and exploratory conversations, ensuing innovation and solution workshops, and decision points.

F. FISCAL PROVISIONS

- F.1** The maximum amount of payment under this Contract shall not exceed \$1,520,028, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.
- F.2** Invoices shall be submitted quarterly for actual expenses incurred in the prior quarter, and shall be paid within sixty (60) days following receipt and approval of invoice by the County. Contractor

shall submit invoices to the County within thirty (30) days of the end of each quarter. Contractor shall indicate the quarter and date range on the invoice in the following format: Quarter X: MMDDYY-MMDDYY. The final invoice shall be labeled "Final" and shall be submitted no more than ninety (90) days following the end of the contract term.

Each invoice will be accompanied by:

- A financial report showing expenses for the billing period by budget category;
- A payroll report showing employees paid, number of hours worked, wages and fringe benefits paid; and
- A brief narrative report summarizing the work undertaken, meetings, and workshops held, and any deliverables completed in the billing period.

- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property or income taxes levied on Contractor or on any taxes levied on employee wages. County will reimburse actual expenses incurred by Contractor for wages and associated fringe benefits, as included on invoices. Contractor will submit payroll reports with invoices showing hours worked, wages, and fringe benefit expenses for every employee paid. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1), which is included as Attachment B hereto and incorporated by reference, when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Each party agrees to indemnify, defend (with counsel reasonably approved by both parties) and hold harmless the other party and its authorized officers, employees, agents and volunteers 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 parties 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 indemnitees. The indemnification obligation applies to either party's "active" as well as "passive" negligence but does not apply to "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required

insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Personal injury.
 - e. Contractual liability.
 - f. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or

symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6 **RESERVED**

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

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 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.

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 Contractor 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 Contractor 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 Contractor for and during the period in which Contractor 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 Contractor 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 Contractor, beyond costs incurred prior to termination and any non-cancellable obligations. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County.

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:

San Bernardino County
County Administrative Office
385 North Arrowhead Ave, 5th Floor
San Bernardino, CA 92415
Attn: Pamela Williams
(909) 387-4377
pamela.williams@cao.sbcounty.gov

Cal Poly Corporation
Sponsored Programs Office
One Grand Ave. Building 38-102
San Luis Obispo, CA 93407
Attn: Gwenn Krossa
(805) 756-5729
wkrossa@calpoly.edu

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.

This Contract may be executed in a number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall together constitute one and the same Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the other 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 San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► 
Curt Hagman, Chairman, Board of Supervisors

Dated: SEP 14 2021
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

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

By 
Deputy


Cal Poly Corporation

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

By ► Jodi Block
Jodi Block (Sep 9, 2021 09:26 PDT)
(Authorized signature - sign in blue ink)

Name Jodi Block
(Print or type name of person signing contract)

Title Director, Sponsored Programs Office
(Print or Type)

Dated: 09/09/2021

Address One Grand Ave. Building 38-102
San Luis Obispo, CA 93407

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Michelle Blakemore, County Counsel

Date September 9, 2021

Reviewed for Contract Compliance

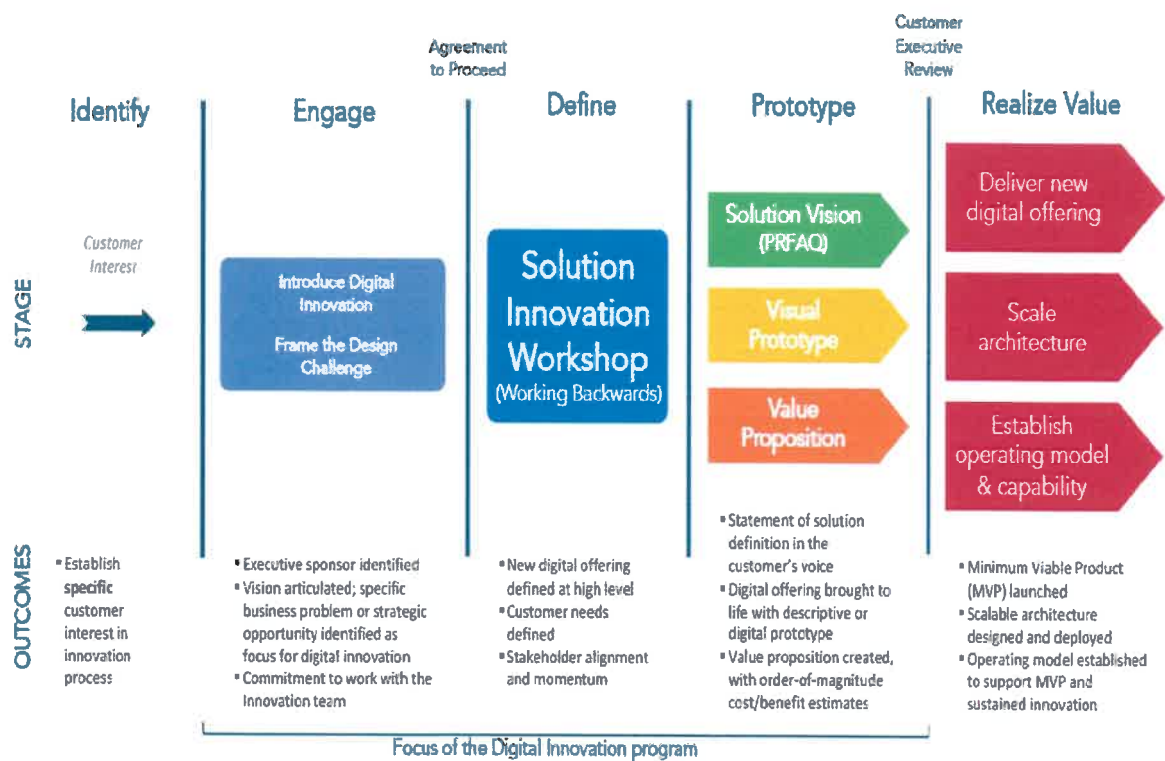
► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____



	COUNTY OF SAN BERNARDINO POLICY MANUAL	No. 08-02 PAGE 1 OF 1 EFFECTIVE DATE March 20, 2018
POLICY: TRAVEL MANAGEMENT		APPROVED ROBERT A. LOVINGOOD Chairman, Board of Supervisors
<u>POLICY STATEMENT AND PURPOSE</u> It is the policy of the Board of Supervisors (Board) to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of County operations and the County Traveler(s). It is the intent of this policy to implement best practices that demonstrate transparency and accountability by using the most cost effective rates and reasonable methods for the type of services needed, and by managing reimbursements according to provisions of the Memoranda of Understanding with employee bargaining units, County Code, or other specific Board action, and in compliance with Purchasing Department and Auditor-Controller requirements. <u>DEPARTMENTS AFFECTED</u> Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities <u>DEFINITIONS</u> Appointing Authority – The executive or administrative head of a department, division or agency. County Business – Any activity directly related to the necessary and required purposes and functions of the County. County Traveler – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County. <u>POLICY AMPLIFICATION</u> The County has a fiduciary and ethical responsibility to manage and protect public funds when utilizing taxpayer dollars for transportation and other travel expenditures. County Travelers should travel only on County Business when necessary and when the Appointing Authority determines it to be in the best interest of the County. It is the responsibility of the Appointing Authority to determine the need for and approve each request to travel on County Business. Appointing Authorities are responsible for developing internal procedures that reference and meet the intent of this policy and the associated standard practice(s). <u>LEAD DEPARTMENT</u> County Administrative Office <u>APPROVAL HISTORY</u> Adopted June 23, 2015 (Item Number 37) Amended March 20, 2018 (Item Number 22) <u>REVIEW DATES</u> March 2023		

	COUNTY OF SAN BERNARDINO STANDARD PRACTICE	No. 08-02 SP 1 PAGE 1 OF 4 EFFECTIVE DATE March 20, 2018
POLICY: TRAVEL MANAGEMENT SP: Guidelines for Travel		APPROVED GARY MCBRIDE Chief Executive Officer

PURPOSE
It is the policy of the Board of Supervisors to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of the County and the County Traveler (County Policy 08-02, TRAVEL MANAGEMENT).

The purpose of this Standard Practice is to promote efficient use of County resources and strengthen internal controls by establishing uniform travel procedures.

DEPARTMENTS AFFECTED
Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities

DEFINITIONS
Appointing Authority – The executive or administrative head of a department, division or agency.

County Business – Any activity directly related to the necessary and required purposes and functions of the County.

County Traveler – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.

PROCEDURES
Travel Expenses and General Conditions

- A. Travel on County Business must be arranged and authorized in accordance with provisions specified in applicable Memoranda of Understanding with employee bargaining units, County Code, other specific Board action, and/or procedures established by the Auditor-Controller/Treasurer/Tax Collector. The Appointing Authority should consider the nature of the trip, appropriateness of the individual to represent the organization, length of stay, mode of transportation, cost effectiveness of the request and any other relevant information regarding all travel requests including, but not limited to:
 1. Local travel;
 2. Out-of-state travel (County Code §§ 13.0652, et seq.);
 3. Out-of-country travel (County Policy No. 08-04); or
 4. Travel reimbursed by a non-County source.
- B. Arrangements for transportation, lodging or registration fees may be made with a County-approved credit card.
- C. Travel expenses shall be carefully monitored by each department, division and agency, using designated accounting strings.
- D. Taking into consideration Paragraph H, County Travelers shall seek to use the lowest rate available for the type of service or accommodation being utilized that meets their needs and minimizes risks including negotiated airline, hotel and rental car contracts (for instance, the County utilizes a negotiated contract for rental car activities). Exceptions may be made when an Appointing Authority determines that an overriding operational consideration, medical

**COUNTY OF SAN BERNARDINO
STANDARD PRACTICE**

No. 08-02 SP 1

PAGE 2 OF 4

EFFECTIVE DATE March 20, 2018

condition or disability, or a security consideration requires flexibility in order to serve the best interest of the County, or if a lower rate is not reasonably available.

- E. County Travelers eligible for reimbursement of actual and necessary expenses for transportation, meals, lodging and incidentals such as parking, telephone calls, tolls, and gratuities that are allowed by the department for authorized travel shall submit an Auditor- Controller/Treasurer/Tax Collector Employee Reimbursement Form (ERF) along with any supporting receipts to the Auditor-Controller/Treasurer/Tax Collector. All such reimbursements shall be subject to the conditions set forth in County Travel Policies, this Standard Practice, and the provisions of the applicable Memoranda of Understanding (MOU) with employee bargaining units and/or the Exempt Group Working Conditions Ordinance. Only expenses incurred as part of County Business and authorized by the Appointing Authority shall be included on this form and reimbursed. County Travelers who are not County Employees will be subject to the terms included in this Standard Practice when eligible for reimbursement for expenses incurred during the conduct of County business as authorized by the Appointing Authority.
- F. County Travelers shall complete a Statement of Expenses Form (SEF) for all overnight or out-of-state travel. The SEF is to be completed in addition to the ERF and Cal-Card Justification packets. The SEF is used to collect and report actual costs incurred for overnight or out-of state travel. Once completed, the SEF should be signed by the County Traveler, Appointing Authority (or designee) and submitted with the completed ERF and/or Cal-Card Justification packet. The SEF is available on the Purchasing Department website.
- G. Any payment for or reimbursement of travel expenses from any non-County source must be approved by the Appointing Authority in advance of booking said travel. In certain situations, payment or reimbursement by a non-County source may create a conflict of interest, and for certain employees may be subject to reporting on financial disclosure forms. In such situations, the Appointing Authority should contact County Counsel for legal advice.
 - 1. County Travelers receiving reimbursement from a non-County source for travel on County time (such as statewide committees and vendor-paid training or product evaluation pursuant to a contract) shall forward documentation of the reimbursement to the Appointing Authority for handling and deposit if the traveler intends to submit an ERF to the County or use County resources to travel. The claim for actual and necessary expenses for transportation, meals, lodging and incidentals is subject to the conditions set forth in County Travel Policies and this Standard Practice.
 - 2. If an organization or vendor pays costs directly to an airline, hotel or other provider on a County Traveler's behalf, documentation must be provided to the Appointing Authority if an ERF is submitted to the County for reimbursement of other travel costs. Further, in situations where a County Traveler is reimbursed directly for expenses without remittance to the Appointing Authority, all County policies regarding conflict of interest, need for disclosure, ethics and vendor relations shall apply and the County Traveler will be responsible for providing appropriate documentation to support all of these requirements.
- H. Arrangements for transportation, lodging, registration fees, or other travel expenses shall be carefully monitored by the department. Reservations should be made as far in advance as possible to take advantage of discounts and special offers, and County Travelers shall request the government rate or lowest cost to the County when making travel arrangements. Non-refundable airline ticket options must be utilized whenever possible to minimize travel costs. Costs resulting from changes to non-refundable tickets in response to a County need or interest are valid County expenses.
- I. Lodging costs may exceed the County's established rate(s) in the applicable MOU under special conditions:

**COUNTY OF SAN BERNARDINO
STANDARD PRACTICE**

No. 08-02 SP 1

PAGE 3 OF 4

EFFECTIVE DATE March 20, 2018

1. A conference or convention sponsored by a California state or regional association for which the sponsor has arranged for the lodging, registration at a pre-arranged group rate may be permitted with advance written authorization of the Appointing Authority.
 2. When a County Traveler is attending a conference or convention that is being sponsored by an organization of which the County department or employee is a member and where seminars or committee meetings are to be held at a particular hotel, or when events are scheduled for evening hours, the Appointing Authority may authorize lodging at the designated hotel.
 3. If County Business requires lodging in an area of unusually high cost (as defined in the applicable MOU).
- J. If cancellation is necessary, County Travelers are responsible for canceling lodging or accommodations before the cancellation period ends and should record the cancellation number and justification in case disputes arise.
- K. Departments are responsible for tracking unused refundable tickets and available credit for unused non-refundable tickets, to be applied to future County travel. The County Traveler shall retain ownership of denied boarding compensation if a County Traveler is traveling on County Business and a carrier denies the County Traveler a confirmed reserved seat on an airplane. If voluntarily vacating a seat will not interfere with the performance of official duties, and if any additional travel expenses incurred as a result of vacating the seat are borne by the employee and not reimbursed, the employee may keep the compensation from an airline for vacating a seat when the airline asks for volunteers. In this situation, the County Employee must also utilize appropriate leave for the additional hours, if volunteering delays travel during work hours.
- L. Travel expenses may not be claimed for relatives or guests of a County Traveler.
- M. Special lodging such as accommodations in apartments, recreational vehicle parks or campgrounds, or other semi-permanent lodgings that require a contractual agreement shall be presented for review and advance written authorization of the Chief Executive Officer and processed through existing County Procedures.
- N. At the discretion of the Appointing Authority, County Travelers may be able to claim lodging on the evening prior to a function, or for the last evening of a function. Costs for a Saturday night stay may be reimbursable to a County Traveler if it reduces the ticket cost to the County more than any additional lodging/meals/parking costs, and is well-documented as a clear savings to the County.
- O. If the County Traveler chooses to extend his/her stay during the work week at personal expense, Appointing Authority approval is required in advance and is subject to the County Traveler's work schedule or approval of a request for leave time. Any increase in costs to the County for modified travel arrangements shall be reimbursed to the County (e.g. switching a return flight previously scheduled for Friday to Sunday).
- P. County Travelers may upgrade tickets or accommodations, such as early bird boarding and preferred seating, provided that the County Traveler personally pays for the difference in cost for such upgrade. The County Traveler must provide written documentation of payment, and demonstrate that the cost does not exceed that which would have been incurred had the upgrade not been made.
- Q. The County will not reimburse for any type of travel insurance (trip cancellation or interruption, accidental death or disability, loss of personal belongings, etc.) unless the Appointing Authority requests the County Traveler to purchase such coverage.

**COUNTY OF SAN
BERNARDINO
STANDARD PRACTICE**

No. 08-02 SP 1
PAGE 4 OF 4
EFFECTIVE DATE March 20, 2018

- R. The County will not reimburse for certain personal charges, including, but not limited to, alcohol, in-flight movie or internet charges, airport/hotel wireless Internet charges (other than for a business purpose), or other miscellaneous charges at the discretion of the County Traveler's personal choice. Valet parking will not be reimbursed unless self-parking is not available or security is a concern. Exceptions may be authorized in certain circumstances with approval of the Appointing Authority.

- S. For Fair Labor Standards Act (FLSA) - covered employees, County travel may impact certain aspects of employment such as compensation for overtime. It is not the intent of the County Travel Policy or this Standard Practice to address these types of issues. Any questions on such matters should be directed to the department's Human Resources Officer.

- T. Non-compliance with the provisions of this Standard Practice may result in withholding reimbursement, revoking of an County approved credit card and/or other disciplinary action up to and including terminating employment.

LEAD DEPARTMENT

County Administrative Office