



Contract Number

21-745

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative

Kelly Welty, Chief Deputy Director
of Sheriff's Administration

Telephone Number

909-387-0640

Contractor

State of California, Department of
Boating and Waterways

Contractor Representative

Brian Carroll

Telephone Number

916-327-1835

Contract Term

10/01/2021 – 09/30/2023

Original Contract Amount

\$231,600

Amendment Amount

Total Contract Amount

\$231,600

Cost Center

4438811000

Briefly describe the general nature of the contract:

Revenue Agreement with the State of California, Department of Parks and Recreation, Division of Boating and Waterways (Standard Agreement # C21706001), in an amount not to exceed \$231,600, effective from October 1, 2021 through September 30, 2023, for the Sheriff/Coroner/Public Administrator to provide training related to boating safety and boating law enforcement for peace officers and other first responders.

FOR COUNTY USE ONLY

Approved as to Legal Form

Richard D. Luczak, Deputy County Counsel

Date

9/27/2021

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Kelly Welty, Chief Deputy Director of Sheriff's
Administration

Date

9/27/21

SCO ID: 3790-C21706001

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

C21706001

AMENDMENT NUMBER

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME County of San Bernardino		2. FEDERAL I.D. NUMBER 95-6002748
3. AGENCY TRANSMITTING AGREEMENT Department of Parks and Recreation	4. DIVISION, BUREAU, OR OTHER UNIT Boating and Waterways	5. AGENCY BILLING CODE 053706
6a. CONTRACT ANALYST NAME Marika Gordon	6b. EMAIL marika.gordon@parks.ca.gov	6c. PHONE NUMBER (916) 327-1828
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? ☐ No ☒ Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME San Bernardino County Sheriff Department PRIOR AGREEMENT NUMBER C1870613		

8. BRIEF DESCRIPTION OF SERVICES

The agreement will provide training for peace officers and other first responders with necessary skills and knowledge to enable them to provide for the health and safety of California's boaters, natural resources, and property. The training classes shall be in compliance with the curriculum shared between the Division of Boating and Waterways and San Bernardino County.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Marine Law Enforcement Training- The supplier shall provide instructors to teach Division of Boating and Waterways boating safety and law enforcement training. The supplier agrees to teach: three Inland Boat Operation courses, three Boating Under the Influence courses and four Boating Accident Investigation courses. The supplier shall provide all of the materials, supplies, tools, equipment, printed training material, staff, labor (including travel and per diem), transportation, and every other item of expense necessary to provide the training. Contractor agrees to send instructors to curriculum review sessions and participate in instructor development as needed.

10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☒ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____ or _____ %
☐ Reimbursement / Revenue
☐ Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
☒ FTF	3790-001-0890	21/22	21	2021	\$115,800.00
☒ FTF	3790-001-0890	22/23	TBD	2022	\$115,800.00
☐					
☐					
☐					

OBJECT CODE

335

AGREEMENT TOTAL

\$231,600.00**OPTIONAL USE**

Funding= Account: 5322100, Alt. Account: 5322100000, Project: 3790RBSTRAIN, Reporting Structure: 37900706, Activity: 101A0, Object Code: 335, Supplier ID: 12187, PC#65951

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$115,800.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE

\$115,800.00

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

Demetri Williams

Demetri Williams

8/13/2021

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STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

C21706001

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original DS	10/01/2021	09/30/2023	\$231,600.00	Exempt
☒ Amendment 1				
☒ Amendment 2				
☒ Amendment 3				
TOTAL			\$231,600.00	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☒ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☐ Other (Explain) SCM Vol 1 5.80, A5

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)**15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)****16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?**
Research conducted to determine the fair market value that the price is reasonable.**17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)**

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☒ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☐ Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

Stacy Miranda

SIGNER'S NAME (Print or Type)

Stacy Miranda

DATE SIGNED

8/16/2021

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?
☐ No ☒ Yes ☐ N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?
☐ No ☒ Yes ☐ N/A
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?
☐ None on file ☐ No ☐ Yes ☒ N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses

B. STD 204 Vendor Data Record

☐ No ☐ Yes ☒ N/A

☐ No ☒ Yes ☐ N/A
22. REQUIRED RESOLUTIONS ARE ATTACHED
☐ No ☐ Yes ☒ N/A
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
☒ No ☐ Yes

SB/DVBE Certification Number.

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

N/A- Public Entity

☒ No (Explain below) ☐ Yes _____ % of Agreement
25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?
☒ No ☐ Yes (If Yes, provide justification below)

SCO ID: 3790-C21706001

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

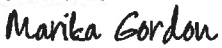
AGREEMENT NUMBER

C21706001

AMENDMENT NUMBER

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

Signed by:


249EEE81BB54401...

NAME/TITLE (Print or Type)

Marika Gordon/ Contract Analyst

DATE SIGNED

8/11/2021

SCO ID: 3790-C21706001

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

C21706001

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

See DPR 216

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

Signature by:  249FEEF81BB54401	NAME/TITLE(Print or Type) Marika Gordon/ Contract Analyst	DATE SIGNED 8/11/2021	
PHONE NUMBER (916) 327-1828	STREET ADDRESS One Capitol Mall, Suite 500		
EMAIL marika.gordon@parks.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

**State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

GOVERNMENT CODE SECTION 19130(b) JUSTIFICATION (Supplement to STD 215)

Pursuant to California Civil Code of Regulations, Title 2, Section 547.60, whenever an agency executes a personal services contract under Government Code section 19130, subdivision (b), the agency must document the reasons why the contract satisfies one or more of the conditions specified. As part of this justification, please complete the following form in its entirety and attach to the STD 215.

CONTRACT AND CONTACT INFORMATION		
CONTRACT NUMBER C21706001	CONTRACTOR (If known) County of San Bernardino	CONTRACT TITLE County of San Bernardino
BRIEF DESCRIPTION OF SERVICES BEING PROVIDED Services include boating safety and boating law enforcement training for peace officers and other first responders. This training will provide peace officers and other first responders with necessary skills and knowledge to enable them to provide for the health and safety of California's boaters, natural resources and property.		

GOVERNMENT CODE SECTION 19130(b) – select appropriate subsection(s)	
☐ (1)	The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.
☐ (2)	The contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
☒ (3)	The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.
☐ (4)	The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
☐ (5)	The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
☐ (6)	The nature of the work is such that the standards of this code for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Section 19888) of Chapter 2.5 of Part 2.6.
☐ (7)	State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

GOVERNMENT CODE SECTION 19130(b) JUSTIFICATION (Continued)**GOVERNMENT CODE SECTION 19130(b) – select appropriate subsection(s), continued**

- ☒ (8) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are to be performed.
- ☐ (9) The contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.
- ☐ (10) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

JUSTIFICATION OF HOW YOUR CONTRACT APPLIES TO THE SELECTED SUBSECTION(S)

These classes must be taught by experts within the department who have received proper training. The County of San Bernardino has contracted with us before to teach these classes. They have the experience and knowledge necessary to provide these training services that cannot be taught by civil service employees.

CIVIL SERVICE VERIFICATION**1.A Civil Service Database Verification (Refer to spreadsheet on Contract Services Intranet page):**

- ☒ Requested services are not available (Proceed to 1.B below)
- ☐ Requested services are available (Proceed to 2 below)

1.B CalCareers Verification (<https://www.calcareers.ca.gov/CalHRPublic/CivilServiceClassifications>)

- ☒ Requested services are not available (No further information needed)
- ☐ Requested services are available (Proceed to 2 below)

2. Other State Agency Verification:

Available Civil Service Classification(s): _____

Department(s) Contacted (*attach additional page(s) if needed*):

Department: _____ Department: _____

Contact Name: _____ Contact Name: _____

Title: _____ Title: _____

Date Contacted: _____ Date Contacted: _____

Outcome: _____ Outcome: _____

☐ Classification(s) available for on-loan assignment/IA

☐ Classification(s) available for on-loan assignment/IA

☐ Requested services cannot be provided by _____

☐ Requested services cannot be provided by _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C21706001

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

County of San Bernardino

2. The term of this Agreement is:

START DATE

10/1/2021

THROUGH END DATE

9/30/2023

3. The maximum amount of this Agreement is:

\$231,600.00 Two hundred thirty-one thousand, six hundred dollars and zero cents.

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A	Attachment 1, Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit B	Attachment 1, Cost Breakdown	1
+ - Exhibit C *	General Terms and Conditions GTC 04/2017	
+ - Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

County of San Bernardino

CONTRACTOR BUSINESS ADDRESS

655 East 3rd Street

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Curt Hagman

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

8/18/2021

019315CDF443499...

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C21706001

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

One Capitol Mall, Suite 500

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Ramona Fernandez

TITLE

Deputy Director (A)

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

8/18/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Contractor's Name: County of San Bernardino

Agreement Number: C21706001

Page: 1 of 1

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide along with the Department of Parks and Recreation (DPR), Division of Boating and Waterways, training services as described herein:

The Supplier shall provide instructors to teach Division of Boating and Waterways (DBW) boating safety and boating law enforcement training. This training will provide peace officers and other first responders with necessary skills and knowledge to enable them to provide for the health and safety of California's boaters, natural resources, and property. The training classes shall be in compliance with the curriculum shared between DBW and the San Bernardino County Sheriff Department for Inland Boat Operator (IBO), Boating Under the Influence (BUI), and Boating Accident Investigation (BAI) courses. For Inland Boat Operator training hosted by San Bernardino County Sheriff, the Supplier shall provide all materials, supplies, tools, equipment, printed training materials, staff, labor (including travel and per diem), transportation, and every other item of expense necessary to provide the training. For all Inland Boat Operator, Boating Under the Influence, and Boating Accident Investigation courses held outside its jurisdiction, the Supplier agrees to provide staff, labor (including travel and per diem), and transportation necessary to provide the training. The Supplier agrees to provide IBO, BUI, BAI, and other courses TBD (as mutually agreed upon), up to a maximum of (15) training courses annually. The Supplier agrees to send instructors to curriculum review sessions and participate in instructor development as needed.

2. The services shall be performed at:

Moabi Regional Park - 100 Park Moabi Road, Needles, CA 92363

Division of Boating and Waterways - 1 Capitol Mall Suite #500, Sacramento, CA 95814

Shasta County OES Training Center - 2486 Progress Drive, Redding, CA 96001

Other locations TBD (as mutually agreed upon by DPR and the San Bernardino County Sheriff's Department)

3. The services shall be provided during:

Monday through Friday, 8am-5pm or as mutually agreed upon by DPR and the San Bernardino County Sheriff's Department.

4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	County of San Bernardino
Section/Unit:	Division of Boating and Waterways	Section/Unit:	Sheriff's Bureau of Administration
Attention:	Brian Carroll	Attention:	Ross Tarangle
Address:	One Capitol Mall, Suite 500	Address:	655 East 3rd Street
City/State/Zip Code:	Sacramento, CA 95814	City/State/Zip Code:	San Bernardino, CA 924 15
Phone:	(916) 327-1835	Phone:	(760) 326-9202
Fax:		Fax:	
E-mail Address:	Brian.Carroll@parks.ca.gov	E-mail Address:	rtarangle@sbcasd.org

Exhibit A, Attachment 1**Contract C21706001****Division of Boating and Waterways****Page 1 of 2**

Scope of Work**1. INTRODUCTION**

The Supplier shall provide instructors to teach Division of Boating and Waterways (DBW) boating safety and boating law enforcement training. This training will provide peace officers and other first responders with necessary skills and knowledge to enable them to provide for the health and safety of California's boaters, natural resources, and property. The training classes shall be in compliance with the curriculum shared between DBW and the San Bernardino County Sheriff Department for Inland Boat Operator (IBO), Boating Under the Influence (BUI), and Boating Accident Investigation (BAI) courses. For Inland Boat Operator training hosted by San Bernardino County Sheriff, the Supplier shall provide all materials, supplies, tools, equipment, printed training materials, staff, labor (including travel and per diem), transportation, and every other item of expense necessary to provide the training. For all Inland Boat Operator, Boating Under the Influence, and Boating Accident Investigation courses held outside its jurisdiction, the Contractor agrees to provide staff, labor (including travel and per diem), and transportation necessary to provide the training. Contractor agrees to send instructors to curriculum review sessions and participate in instructor development as needed.

2. TRAINING SCHEDULE

The Supplier agrees to provide the following training over the course of a two (2) year term:

- Three (3) Inland Boat Operation courses (1 hosted and 2 outside its jurisdiction) per year, for a total of six (6).
- Three (3) Boating Under the Influence courses (all outside its jurisdiction) per year, for a total of six (6).
- Four (4) Boating Accident Investigation courses (all outside its jurisdiction) per year, for a total of eight (8).

Exhibit A, Attachment 1

Contract C21706001

Division of Boating and Waterways

Page 2 of 2

3. TRAINING LOCATIONS

Training will take place at the following locations:

- **Moabi Regional Park
100 Park Moabi Road
Needles, CA 92363**
- **Division of Boating and Waterways
1 Capitol Mall – Suite #500
Sacramento, CA 95814**
- **Shasta County OES Training Center
2486 Progress Drive
Redding, CA 96001**
- **Maritime Law Enforcement Training Center
300 E. Water Street
Wilmington, CA 90744**
- **Orange County Sheriff Harbor Patrol
1901 Bayside Drive
Corona Del Mar, CA 92625**
- **Other locations TBD**

4. BOATING AND WATERWAYS RESPONSIBILITIES

- **DBW shall designate the Training Coordinator to serve as the Program Manager to coordinate all training activities. The Contractor shall consider the Training Coordinator as their liaison and as DBW's representative for the duration of this contract.**

5. AMENDMENT

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

Contractor's Name: County of San Bernardino

Agreement Number: C21706001

Page: 1 of 1

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in _____ cost breakdown _____, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Parks and Recreation
Division of Boating and Waterways
Attn: Marika Gordon
One Capitol Mall, Suite 500
Sacramento, CA 95814

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

Contractor's Name: County of San Bernardino

Agreement Number: C21706006

Page 1 of 1

**Exhibit B, Attachment 1
Cost Sheet**

Item	Maximum Amount
Facility use, classroom supplies, and training materials	\$2,000.00
Vessel use	\$12,000.00
Personnel, travel, and per diem costs for instructors *	\$217,600.00
Total Contract Amount (not to exceed)	\$231,600.00

The Contractor agrees to provide instructors to the State in order to conduct marine law enforcement training services as specified in Exhibit A, Scope of Work. The State does not guarantee a minimum or maximum number of training courses needed throughout the term of the contract. The State will not pay any costs incurred other than those entered on this Cost Sheet and will not exceed the total maximum amount established for this contract.

* All instructor travel and per diem to be reimbursed at current State rates as specified by CalHR. A consolidated list of current travel reimbursement rates can be located at the Marine Law Enforcement Training Program MOU webpage at http://dbw.parks.ca.gov/?page_id=29377.

Contractor's Name: County of San Bernardino

Agreement Number: C21706001

Page: 1 of 2**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)****SPECIAL TERMS AND CONDITIONS****1. Disputes**

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**Contractor's Name: County of San Bernardino
Agreement Number: C21706001Page: 2 of 2**5. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

7. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

8. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.