



**Contract Number**  
**SHR19-0xxx**

**SAP Number**

## **Sheriff/Coroner/Public Administrator**

<b>Department Contract Representative</b>	John Ades, Sheriff's Captain
<b>Telephone Number</b>	(909) 387-0640
<b>Contractor</b>	City of Rialto Police Department (hereinafter called CONTRACTOR)
<b>Contractor Representative</b>	Christine Constantino
<b>Telephone Number</b>	(909) 421-4943
<b>Contract Term</b>	XX/XX/19 – 06/30/22
<b>Original Contract Amount</b>	\$0
<b>Amendment Amount</b>	\$0
<b>Total Contract Amount</b>	\$0
<b>Cost Center</b>	4430001000

**IT IS HEREBY AGREED AS FOLLOWS:**

### **AGREEMENT FOR TRIMESTER USE OF FORCE TRAINING**

**WHEREAS**, the COUNTY, through the Sheriff's Department, hereinafter referred to SHERIFF, conducts Trimester Use of Force (UOF) training classes for law enforcement personnel (peace officers/arson investigators); **AND**

**WHEREAS**, the CONTRACTOR desires to enter into an Agreement for the participation of its peace officers/arson investigators in said classes;

**NOW, THEREFORE**, the parties agree as follows:

#### **A. SCOPE OF SERVICES**

- A.1** COUNTY shall provide Trimester Use of Force training to CONTRACTOR's peace officers/arson investigators in accordance with the San Bernardino County Sheriff Department's Use of Force Training and Qualifications Program. Said training shall be conducted in accordance with guidelines established in the official program manual, a copy of which shall be furnished to CONTRACTOR prior to the commencement of services hereunder. Additionally, a copy of said guidelines shall be maintained by COUNTY for review by any interested third party.
- A.2** COUNTY shall provide a four-hour Use of Force orientation session to CONTRACTOR's peace officers/arson investigators, mandatory for all agency personnel entering the program for the first time, designed to prepare individuals for ongoing Trimester Use of Force training. COUNTY's Force Options Training Staff shall assess incoming participants as to the necessity of orientation session

prior to scheduling ongoing training and for any additional training, as required, for identified deficiencies.

**A.3** COUNTY shall provide a Safety Officer who shall coordinate with CONTRACTOR to ensure the proper use of the COUNTY's facilities and communicate identified orientation needs.

**A.4** The Sheriff's Department Safety Officer shall be in complete charge and control of all activities during all training sessions.

**A.4.1** All participants shall conduct themselves in accordance with the San Bernardino County Frank Bland Regional Training Center Range Rules and Regulations which will be presented to the participants prior to the commencement of service hereunder.

**A.4.2** Violations of rules and regulations may result in immediate termination of participants' rights to further training under this Agreement.

**A.5** It shall be the sole responsibility of the CONTRACTOR to ensure that all students arrive for all training sessions.

## **B. TERM AND TERMINATION**

The term of this Agreement shall be for a period commencing on XXXX XX, 2019, or upon the date of approval by the SHERIFF, whichever is later, and ending on June 30, 2022. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, by CONTRACTOR or by COUNTY, upon written notice given to the other party at least thirty (30) days prior to the date specified for said termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other, accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Notwithstanding the foregoing, COUNTY may terminate this Agreement at any time, without advance notice to CONTRACTOR, in the event CONTRACTOR fails to comply with any term of this Agreement.

## **C. FISCAL PROVISIONS**

**C.1** CONTRACTOR shall compensate the COUNTY at the charges set forth and attached hereto as Schedule A. CONTRACTOR will be billed in arrears when the orientation session and/or trimester Use of Force training has been completed. CONTRACTOR shall submit payment to the Sheriff's Training Center for the costs billed within forty-five (45) days of invoice.

**C.2** Schedule A reflects the rates in effect at the execution of this agreement. COUNTY shall have the right to adjust the rates provided under this Agreement at the end of each fiscal year for the ensuing fiscal year. Any subsequent cost change(s) shall become effective on July 1 of the County fiscal year (July 1 through June 30). Such rate change(s) is affected by Memorandum of Understanding changes approved by the County Board of Supervisors. SHERIFF shall provide notice to CONTRACTOR of pending rate change(s) by providing CONTRACTOR with a revised Schedule A reflecting such rate change(s).

**C.3** CANCELLATION POLICY: CONTRACTOR agrees to pay the full cost of any scheduled facility session according to the Schedule A charges for the specific time booked unless the reserved time has been cancelled within twenty-four (24) hours prior to the scheduled session time. CONTRACTOR may cancel scheduled session by calling the SHERIFF's Range office at (909) 473-2549 or by e-mail.

## **D. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **D.1 Indemnification**

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

indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The CONTRACTOR indemnification obligation does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. Provided, however, that this indemnity does not extend to any environmental hazards or risks.

**D.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named insureds 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.

**D.3 Waiver of Subrogation Rights**

CONTRACTOR shall require the carriers of the above 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.

**D.4 Policies Primary and Non-Contributory**

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

**D.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.

**D.6 Proof of Coverage**

CONTRACTOR shall furnish Certificates of Insurance to the Sheriff's Department to the address referenced in Paragraph F. or third-party contractor working on behalf of the COUNTY, evidencing the insurance coverage, including endorsements, as required, 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 the Agreement, 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.

**D.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".

**D.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.

**D.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this Agreement 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 Agreement 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.

**D.10 Insurance Review**

Insurance requirements are subject to periodic review by the COUNTY. The Direction 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 Agreement. 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.

**D.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. The type(s) of insurance required is determined by the scope of the contract services.**

For contractors which are considered self-insured public entities: Both CONTRACTOR and COUNTY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. CONTRACTOR and COUNTY warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

For contractors which are not considered self-insured public entities: Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

**D.11.1 Workers' Compensation 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 Agreement.

**D.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. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**D.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.

**D.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.

**D.12** Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

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

**E.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 Agreement. 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 Agreement and comply with any and all reporting requirements established by the COUNTY.

**E.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 Agreement or until all pending County, State and Federal audits are completed, whichever is later.

## **F. NOTICES**

All written notices provided for in this Agreement 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 Sheriff's Department  
Bureau of Administration 010  
P.O. Box 569  
San Bernardino, CA 92402-0569  
Fax: (909) 387-3444

Christine Constantino, Finance Department  
Rialto Police Department  
128 N. Willow Avenue  
Rialto, CA 92376

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

**G. AUTHORITY**

The SHERIFF of San Bernardino County shall have the right to exercise the COUNTY's authority under this Agreement including the right to give notice of termination on behalf of the COUNTY at his sole discretion.

**H. AGREEMENT AUTHORIZATION**

The CONTRACTOR warrants and represents that the individual signing this Agreement is a properly authorized representative of the CONTRACTOR and has the full power and authority to enter into this Agreement on the CONTRACTOR's behalf.

**I. ENTIRE AGREEMENT**

This Agreement, consisting of six (6) pages and Schedule A, is attached hereto and incorporated by reference, 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 Agreement not expressly set forth herein are of no force or effect. This Agreement 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.

In Witness Whereof, the parties have duly executed and delivered this Contract on the Execution Date.

City of Rialto Police Department

San Bernardino County Sheriff's Department

\_\_\_\_\_  
Contractor Authorized Signature

\_\_\_\_\_  
Sheriff-Coroner Authorized Signature

\_\_\_\_\_  
Name of person signing Agreement (print or type)

\_\_\_\_\_  
Name of person signing Agreement (print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to legal form for SHERIFF:  
MICHELLE D. BLAKEMORE  
COUNTY COUNSEL

By \_\_\_\_\_  
Richard D. Luczak, Deputy County Counsel

Date \_\_\_\_\_

# **SCHEDULE A**

## **SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT**

### **USE OF FORCE TRAINING FEE SCHEDULE 2017-22 \***

<b>TRAINING DESCRIPTION</b>	<b>FEE</b>
Use of Force Orientation Session	\$580 Per Session
Trimester Use of Force Training	\$150 Per Participant

\* The rates on this page are for the fiscal year 2018-19 only and may be adjusted each fiscal year.