

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

10-344

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative
Telephone Number

John Ades, Captain
(909) 387-0640

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

City of Redlands
Paul W. Foster, Mayor
909-798-7510
July 1, 2020 to June 30, 2030

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, a region encompassing the areas of the Counties of Riverside and San Bernardino (county service area) has been formed for implementation and operation of Identification Systems; and

WHEREAS, the costs of the Regional System will be allocated to the users within the aforesaid Counties based upon an agreed percentage for the San Bernardino County area and for the Riverside County area; and

WHEREAS, there will be costs for implementation, operation, and maintenance of a local subsystem within San Bernardino County (hereinafter referred to as COUNTY); and

WHEREAS, in accordance with California Penal Code Section 11112.4, a local Remote Access Network (RAN) Board has been established for the area of San Bernardino County comprised of the following members: A member of the Board of Supervisors, the Sheriff/Coroner/Public Administrator (Sheriff), the District Attorney, the Chief of Police of the CAL-ID Member City having the largest number of sworn personnel, a Chief of Police selected by all other police chiefs within the County, a mayor selected by the City selection committee established pursuant to Government Code Section 50270 and a member-at-large chosen by the other members; and

WHEREAS, the County of San Bernardino and CITY desire to enter into an agreement for the implementation and operation of all Biometric Identification Systems and DNA Services for the benefits of the citizens of their jurisdictions;

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

I. SCOPE OF WORK

- A.** CITY agrees to be users of the Identification Systems and DNA Services established for the county service areas. CITY's use of the system under this agreement shall be through the local subsystems for the San Bernardino County area.
- B.** The Regional RAN Board shall approve procedures and policies for operation and use of the Regional Identification Systems. The local RAN Board shall approve such policies and procedures for the local subsystems for the San Bernardino County area. The Sheriff of the COUNTY shall be responsible for managing and operating the local subsystems within the COUNTY consistent with directions of the local RAN Board. All such procedures and policies shall be consistent with the technical requirements of the Regional Systems.
- C.** The Sheriff's Department shall invoice, and the CITY agrees to pay, annual fees charged for participation in these Identification Systems based upon a per capita fee established by the RAN Board and multiplied by the most recent State of California Department of Finance Population Estimates.
- D.** CITY shall pay to the Sheriff's Department of COUNTY within thirty (30) days of entering into this agreement its fees assessed under this agreement. CITY shall pay its annual fee by August 1st or fifteen (15) days after approval of CITY's budget, whichever is later. Payments under this agreement shall be placed in an interest bearing trust account and the interest earned on such funds shall be applied for expenses of the Identification Systems. Any revenue generated in excess of expenses will be retained to fund equipment replacement, upgrade and expansion, and personnel costs.
- E.** Any amendments to this agreement shall be in writing and approved by the parties before becoming effective.

II. TERM AND TERMINATION

- A.** The term of this agreement shall commence upon execution by both parties and shall continue through June 30, 2030. Either party may terminate this agreement by giving notice of termination to the other party on or before July 1 of any year to terminate this agreement as of the subsequent July 1. Any nonmember party that would like to utilize the Identification System must notify and be approved by the local RAN Board before July 1 of any year to enter this agreement as of the subsequent July 1.

III. NOTICES

- A.** All notices required to be given under this agreement shall be delivered to the other parties by registered or certified mail, postage prepaid to the City Clerk or San Bernardino County Sheriff as applicable. The addresses of the parties hereto, until further notice, are as follows:

CONTRACTOR: City of Redlands
Paul W. Foster, Mayor
35 Cajon Street, Suite 200
Redlands, CA 92373

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

IV. GENERAL TERMS AND CONDITIONS

- A. Following approval of the budget for the local subsystems for the San Bernardino County area, COUNTY's Sheriff shall fiscally manage the funds and expenditures of the Identification Systems and establish a separately identifiable account for fees assessed pursuant to the terms of this agreement.
- B. Any user of the systems which is allowed to enter into program participation may be required to pay its fair share of the start-up, implementation, and equipment costs prior to participation in the Systems. Any such new users may be subject to additional assessments as recommended by the local RAN Board.
- C. Each user of the Identification Systems within the San Bernardino County area shall be required to be a party to an agreement with the COUNTY setting forth obligations and responsibilities of users so that all such users are treated consistently and fees are charged to all users based on their percentage of the population of all users within the San Bernardino County area of the Regional Systems.
- D. Any disputes over charges under this agreement will be resolved by the local RAN Board for the San Bernardino County area consistent with the terms of this agreement.

V. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION.** CITY agrees to indemnify and hold harmless SAN BERNARDINO COUNTY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of CITY in connection with this agreement.

The SAN BERNARDINO COUNTY agrees to indemnify and hold harmless CITY, from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of SAN BERNARDINO COUNTY, its officers, employees, agents, and volunteers in connection with this agreement.

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

- B. **INSURANCE.** Both CITY and COUNTY are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. CITY and COUNTY warrant that through their program of self-insurance, they have adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of CITY and COUNTY's performance pursuant to this agreement.

VI. FULL UNDERSTANDING

- A. This contract represents the full and complete understanding of the parties with respect to the subject matter hereto; this contract supersedes Contract Number 90-1318 and all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

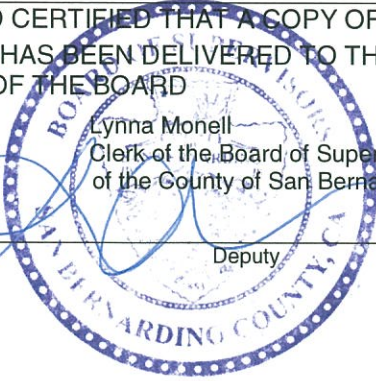
COUNTY OF SAN BERNARDINO

► Curt Hagman
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 02 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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



City of Redlands

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

By ► Paul W. Foster
(Authorized signature - sign in blue ink)

Name Paul W. Foster
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: 4/15/20

Address 35 Cajon Street, Suite 200
Redlands, CA 92373

FOR COUNTY USE ONLY

Approved as to Legal Form
► Richard D. Luczak
Richard D. Luczak, Deputy County Counsel

Date 5/20/2020

Reviewed for Contract Compliance
► _____

Date _____

Reviewed/Approved by Department
► John Ades
John Ades, Captain

Date 5/20/2020

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO
AND RECORD OF ACTION**

June 2, 2020

FROM

JOHN McMAHON, Sheriff/Coroner/Public Administrator

SUBJECT

Contracts with Cities for Regional Identification Systems

RECOMMENDATION(S)

1. Approve **Contracts with all 24 Cities** and towns in San Bernardino County for the continued participation in the Regional Identification Systems, for a ten-year period, commencing on July 1, 2020 through June 30, 2030, for estimated annual revenue of \$2.6 million.
2. Approve the duration of the contracts with cities for Regional Identification Systems for the State's California Identification System (CAL-ID), as an exception to the Standard County contract term of five years established in County Policy 11-06 SP1.

(Presenter: John Ades, Captain, 387-0640)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies.

FINANCIAL IMPACT

The cost of the Regional Identification Systems is shared by Riverside and San Bernardino counties based upon the percentage of workload generated by each county. Under the terms of the contract, San Bernardino County's share is allocated to the cities and the County through an annual per capita assessment. The current per capita fee approved by the local Remote Access Network (RAN) Board is \$1.18. Based upon California Department of Finance population estimates as of January 1, 2019 (population: 2,192,203), the per capita assessment will generate revenue of \$2,586,800 for Fiscal Year 2020-21. The cost detail by city is provided on Exhibit A, attached. The per capita cost to the Sheriff/Coroner/Public Administrator (Department) for the unincorporated area is \$368,932.

BACKGROUND INFORMATION

On May 7, 1990 (Item No. 63), the Board of Supervisors (Board) approved Contract No. 90-449 with the County of Riverside for the formation of a RAN to participate in the State's California Identification System (CAL-ID), which is an automated system maintained by the Department of Justice for retaining fingerprint files and identifying latent fingerprints. Pursuant to that agreement, San Bernardino and Riverside Counties share in the funding of the Regional Identification Systems and are also each responsible for the cost of maintaining and operating their local subsystem. Both local and regional programs are funded by revenues that are generated from assessments charged to participating municipalities as well as portions of court

Contracts with Cities for Regional Identification Systems June 2, 2020

finer. The San Bernardino County regional system is administered by the Sheriff/Coroner/Public Administrator.

On November 26, 1990 (Item No. 22), the Board approved Contract Agreements with all 24 of the County's cities/towns for participation in the CAL-ID program. These Agreements were subsequently amended on July 27, 1992 (Item No. 27) to clarify contract language.

On June 28, 2011 (Item No. 119), the Board approved Contract Agreements with all 24 of the County's cities/towns for participation in the CAL-ID program for the period of July 1, 2010 through June 30, 2020.

As the program has evolved over the past thirty years, the original agreements have become outdated. The proposed new contracts update contract language to coincide with the current relationship between the County and the cities. Since the current contracts were approved, tremendous advancements have been made in the field of DNA technology and the counties of Riverside and San Bernardino have extended the RAN Board's authority to include funding for the Department's DNA Unit (CAL-DNA). The new contract includes CAL-DNA and allows for inclusion of other biometric identification systems in the future (i.e. facial recognition, iris scan, etc.). The current agreement is due to expire on June 30, 2020. Due to the longstanding relationship between our County and the cities, and since this contract is not subject to competitive procurement rules, the Department is proposing the new contracts have a ten-year term, consistent with the prior contract, commencing July 1, 2020 through June 30, 2030. Either party may terminate this agreement upon one-year advance written notice on or before July 1 of any year.

The duration of this contract exceeds the County's standard maximum contract term of five years, per County Policy 11-06 Standard Practice 1 (SP1). Approval of recommendation No. 2 will provide an exception to the County Policy 11-06, SP1.

The Department recommends approval of contracts with the following cities:

City	Contract No.	City	Contract No.
City of Adelanto	20-328	City of Montclair	20-340
Town of Apple Valley	20-329	City of Needles	20-341
City of Barstow	20-330	City of Ontario	20-342
City of Big Bear Lake	20-331	City of Rancho Cucamonga	20-343
City of Chino	20-332	City of Redlands	20-344
City of Chino Hills	20-333	City of Rialto	20-345
City of Colton	20-334	City of San Bernardino	20-346
City of Fontana	20-335	City of Twentynine Palms	20-347
City of Grand Terrace	20-336	City of Upland	20-348
City of Hesperia	20-337	City of Victorville	20-349
City of Highland	20-338	City of Yucaipa	20-350
City of Loma Linda	20-339	Town of Yucca Valley	20-351

This item is being submitted to the Board along with a companion item on today's agenda to approve the new contract with Riverside County for the continuation of the regional programs.

Contracts with Cities for Regional Identification Systems
June 2, 2020

PROCUREMENT

Not Applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Richard D. Luczak, Deputy County Counsel, 387-5455) on May 6, 2020; Finance (Carolina Mendoza, Administrative Analyst, 387-0294) on May 12, 2020; and County Finance and Administration (Kelly Welty, Deputy Executive Officer, 387-5423) on May 13, 2020.

Contracts with Cities for Regional Identification Systems
June 2, 2020

Record of Action of the Board of Supervisors
County of San Bernardino

APPROVED (CONSENT CALENDAR)

Moved: Dawn Rowe Seconded: Robert A. Lovingood
Ayes: Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: June 2, 2020



cc: Sheriff's- Ades w/agree
Contractor- C/O Sheriff's w/agree
File- w/agree w/attach
la 06/9/2020