

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

June 28, 2011

**FROM: ROD HOOPS, Sheriff/Coroner/Public Administrator
Sheriff/Coroner/Public Administrator**

SUBJECT: CONTRACTS WITH CITIES FOR REGIONAL IDENTIFICATION SYSTEMS

RECOMMENDATION(S)

Approve contracts with all 24 cities in San Bernardino County for the continued participation in the Regional Identification Systems, for a ten year period, commencing retroactively from July 1, 2010 through June 30, 2020, for estimated annual revenue of \$2.2 million.

(Affected Districts: All)

(Presenter: Greg Garland, Captain, 387-0640)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Maintain Public Safety.

Pursue County Goals and Objectives by Working with Other Governmental Agencies.

FINANCIAL IMPACT

The cost of the Regional Identification Systems are 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 \$1.05. Based upon California Department of Finance population estimates as of January 1, 2009 (population: 2,060,950), the per capita assessment will generate revenue of \$2,163,997.50 for Fiscal Year 2010-11. The cost detail by city is provided on Exhibit A, attached. The per capita cost to the Sheriff's Department (Department) for the unincorporated area is \$311,098.

BACKGROUND INFORMATION

On May 7, 1990 (Item 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 fingerprint. 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 fines. The

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cc: Sheriff-Garland w/ agree
Contractor c/o Dept w/ agree
ACR-Acct Pay Mgr w/ agree
EBIX/BPO c/o Risk
Sheriff-Hoops
CAO-Erickson
File - w/ agree
jr 8/2/11

ITEM 119

Record of Action of the Board of Supervisors

**APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors**

MOTION	<u>AYE</u>	<u>SECOND</u>	<u>AYE</u>	<u>MOVE</u>	<u>AYE</u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: June 28, 2011

CONTRACT WITH CITIES FOR REGIONAL IDENTIFICATION SYSTEMS
JUNE 28, 2011
PAGE 2 OF 2

regional system is administered by the San Bernardino County Sheriff's Department (Department).

On November 26, 1990 (Item 22), the Board approved Contract Agreements with all 24 of the County's cities/town for participation in the CAL-ID program. These Agreements were subsequently amended on July 27, 1992 (Item 27) to clarify contract language.

As the program has evolved over the past twenty years, the original agreements have become outdated. The proposed new contract updates the 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 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, optical scan, etc.). The current agreement has an open-ended term with no fixed end date. Due to the long standing 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; commencing retroactively from July 1, 2010 through June 30, 2020. Either party may terminate this agreement upon one-year advance written notice on or before July 1 of any year.

The Department requests approval of contracts with the following cities:

City	Contract No.	City	Contract No.
City of Adelanto	11-439	City of Montclair	11-451
Town of Apple Valley	11-440	City of Needles	11-452
City of Barstow	11-441	City of Ontario	11-453
City of Big Bear Lake	11-442	City of Rancho Cucamonga	11-454
City of Chino	11-443	City of Redlands	11-455
City of Chino Hills	11-444	City of Rialto	11-456
City of Colton	11-445	City of San Bernardino	11-457
City of Fontana	11-446	City of Twentynine Palms	11-458
City of Grand Terrace	11-447	City of Upland	11-459
City of Hesperia	11-448	City of Victorville	11-460
City of Highland	11-449	City of Yucaipa	11-461
City of Loma Linda	11-450	Town of Yucca Valley	11-462

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. Due to unanticipated delays in obtaining signed contracts from all 24 cities, the Department is requesting approval of the contracts retroactively to July 1, 2010.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Steven Singley, Deputy County Counsel, 387-4271) on June 2, 2011; and the County Administrative Office (Matthew Erickson, Administrative Analyst, 387-3937) on June 20, 2011.



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept. SHR	A	Contract Number 11-455
County Department SHERIFF'S DEPARTMENT		Dept. SHR	Orgn. SHR	Contractor's License No.	
County Department Contract Representative GREG GARLAND, CAPTAIN		Telephone (909)387-0640		Total Contract Amount \$	
☒ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:		Contract Type			
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date 7/1/2010	Contract End Date 6/30/2020	Original Amount \$	Amendment Amount \$
Fund NNO	Dept. CAL	Organization CAL	Appr.	Obj/Rev Source 9990	GRC/PROJ/JOB No. Amount \$
Fund NNP	Dept. CAL	Organization CAL	Appr.	Obj/Rev Source 9990	GRC/PROJ/JOB No. Amount \$
Fund NNK	Dept. CAL	Organization CAL	Appr.	Obj/Rev Source 9990	GRC/PROJ/JOB No. Amount \$
Project Name			Estimated Payment Total by Fiscal Year		
			FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

City of Redlands

Address

P.O. Box 3005

hereinafter called CITY

Redlands, CA, 92373-1505

Telephone

(909) 798-7510

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, a region composed of the area of the Counties of Riverside and San Bernardino 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 and 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, the District Attorney, the Chief of Police of the CAL-ID Member

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

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 areas of San Bernardino and Riverside Counties. 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 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, 2020. 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
P.O. Box 3005
Redlands, CA 92373-1505

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

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.
- E. Use of ARRA Funds and Requirements**
This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract

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 San Bernardino Counties are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. CITY and San Bernardino Counties warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of CITY and San Bernardino Counties performance of this agreement.

VI. FULL UNDERSTANDING

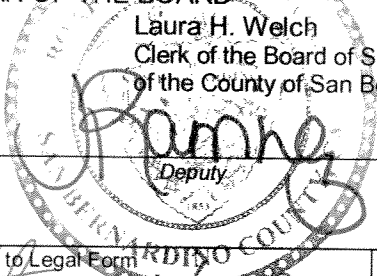
- A. This contract represents the full and complete understanding of the parties with respect to the subject matter hereto; this contract supersedes Contract Number and all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract 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

By 
Josie Gonzales, Chair, Board of Supervisors
Dated: JUN 28 2010

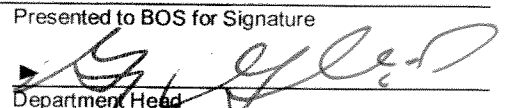
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By 
Deputy

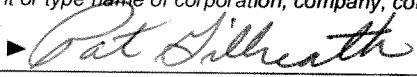
Approved as to Legal Form
By 
County Counsel, Steven Singley, Deputy
Date 6/13/10

Reviewed by Contract Compliance
By _____
Date _____

Presented to BOS for Signature
By 
Department Head
Date 6/16/11

City of Redlands

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

By 
(Authorized signature - sign in blue ink)

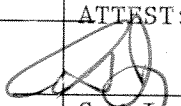
Name Pat Gilbreath
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: June 15, 2010

Address City of Redlands
35 Cajon Street
Redlands, CA 92373

ATTEST:


Sam Erwin
City Clerk