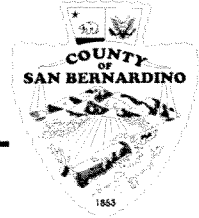




ROD HOOPS, SHERIFF-CORONER



July 12, 2010

Brenda Boon, Management Analyst
City of Redlands
Redlands Police Department
P.O. Box 005
Redlands, CA 92373-1505

Dear Ms. Boon:

Enclosed is one fully executed copy with original signatures of Contract No. 09-895 between the City of Redlands, Redlands Police Department, and the County of San Bernardino for the Sheriff's Department to provide services and supplies necessary to maintain a breath alcohol analysis instrument. Also enclosed is one fully executed Report/Recommendation to the Board of Supervisors of San Bernardino County. These documents are for your records.

If you have any questions or need additional information, please contact me at (909) 387-0310 or rjenkins@sbcasd.org.

Sincerely,

ROD HOOPS, SHERIFF-CORONER

ROXANN M. JENKINS, Staff Analyst
Sheriff's Bureau of Administration

RH/RMJ

Enclosure

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

September 15, 2009

FROM: ROD HOOPS, Sheriff-Coroner
Sheriff's Department

**SUBJECT: CONTRACTS WITH VARIOUS GOVERNMENTAL AGENCIES FOR THE
SHERIFF'S DEPARTMENT TO PROVIDE SERVICES AND SUPPLIES
NECESSARY TO MAINTAIN A BREATH ALCOHOL ANALYSIS INSTRUMENT**

RECOMMENDATION(S)

Approve contracts with the following three agencies for the Sheriff's Department to provide services and supplies necessary for each to maintain a breath alcohol analysis instrument, in the amount of \$2,400 per instrument per year, for a total amount of \$21,600, for the contract term of July 1, 2009 through June 30, 2012:

- | | |
|-------------------------------|------------------------|
| a. City of Montclair, \$7,200 | (Agreement No. 09-893) |
| b. City of Ontario, \$7,200 | (Agreement No. 09-894) |
| c. City of Redlands, \$7,200 | (Agreement No. 09-895) |

(Affected Districts: Third and Fourth)

(Presenter: Dennis J. Casey, Captain, 387-3637)

BACKGROUND INFORMATION

The Sheriff's Department (Department) provides maintenance and calibration of breath alcohol analysis instruments to local law enforcement and government agencies. The Department also provides computer support including data upload and storage, program download, instrument diagnostics and reports. A written contract establishes the operating procedures between the parties and ensures proper cost recovery to the County.

The Department has re-written its contracts for the service of maintenance and calibration of breath alcohol analysis instruments, in order to revise the scope of services language and to increase the cost of service from \$2,000 to \$2,400 per instrument per year, which was last increased July 1, 1993. The 20% increase in the cost of service is due to the increase in cost of labor to maintain the equipment and also the cost of supplies, including such items as chart paper and mouthpieces, now covered in the contract. The proposed contracts are for the period of July 1, 2009 through June 30, 2012 and provide for termination upon 30 days advance written notice.

Page 1 of 2

cc: Sheriff-Hoops
Sheriff-Casey w/ agree
Contractor c/o Dept w/ agree
ACR-Acct Pay Mgr w/ agree
EBIX-BPO c/o Dept w/ agree
County Counsel-Singley
CAO-Erickson
File - w/ agree
jr 9/25/09

ITEM 68

Record of Action of the Board of Supervisors

APPROVED (CONSENT CALENDAR)

COUNTY OF SAN BERNARDINO

Board of Supervisors

MOTION

MOVE

AYE

AYE

AYE

SECOND

DENA M. SMITH, CLERK OF THE BOARD

BY

DATED: September 15, 2009



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept. SHR	A	Contract Number 09-895
County Department SHERIFF		Dept. SHR	Orgn. SHR	Contractor's License No.	
County Department Contract Representative DENNIS J. CASEY			Telephone (909) 387-0640		Total Contract Amount \$7,200
Contract Type ☒ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date 07-01-09	Contract End Date 06-30-12	Original Amount \$7,200	Amendment Amount
Fund AAA	Dept. SHR	Organization SHR	Appr.	Obj/Rev Source 9800	GRC/PROJ/JOB No INTOXMT
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Project Name Breath Alcohol Analysis Instrument Supplies & Services			Estimated Payment Total by Fiscal Year		
Contract Type 1			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 Redlands Police Department
P.O. Box 3005

hereinafter called CONTRACTOR

Redlands, CA 92373-1505

Telephone
(909) 798-7661

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.)

WITNESSETH

WHEREAS, CONTRACTOR is in need of services and supplies necessary to operate a Drager Alcotest 7110 Mark III-C evidentiary breath alcohol analysis instrument, **AND,**

WHEREAS, COUNTY, through the Sheriff's Scientific Investigations Division (hereinafter referred to as "CRIME LAB"), has the resources and personnel to provide these services;

NOW THEREFORE, it is agreed as follows:

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

I. SCOPE OF SERVICES.

- A. COUNTY shall provide services and supplies related to the operation of a Drager Alcotest 7110 Mark III-C evidentiary breath alcohol analysis instrument, which is included in the Conforming Products List for Evidential Breath Measurement Devices (69 FR 42238), effective July 14, 2004, as published by the National Highway Traffic Safety Administration (Docket NHTSA-2004-18512), US Department of Transportation. The services and supplies provided are as follows:
1. Instrument checklists and forms.
 2. In-laboratory calibration of Drager Alcotest 7110 Mark III-C.
 3. Accuracy verification solutions for Drager Alcotest 7110 Mark III-C.
 4. In-laboratory simulator repair is limited to the correction of mercury splits in the thermometer and replacement of O-rings.
 5. Loaner instruments and simulators, if available.
 6. Computer support including data upload and storage, program download, instrument diagnostics, and generation of reports.
 7. CRIME LAB will provide printer ribbons, mouthpieces and chart paper. It is the CONTRACTOR's responsibility to install and/or replace these items.
 8. Expert witness testimony regarding the Drager Alcotest 7110 Mark III-C.
 9. Training of Drager Alcotest 7110 Mark III-C operators.
 10. Training of Drager Alcotest 7110 Mark III-C accuracy verifiers.
- B. The scope of service **does not** include:
1. Site visits for repairs, except as specified in Paragraph A. #6, above, and/or calibration.
 2. Factory repair of instruments or simulators. The CRIME LAB does not repair instruments. CONTRACTOR shall contact Draeger Incorporated to set up an account in CONTRACTOR's name. CONTRACTOR shall submit the instrument to CRIME LAB for general troubleshooting. If warranted, CRIME LAB will contact CONTRACTOR to advise that the instrument is being shipped to Draeger for repair. Once repaired, Draeger will return the instrument to CRIME LAB for calibration and CRIME LAB will contact CONTRACTOR when instrument is ready for pick up. CONTRACTOR will be billed for the repair by Draeger and CONTRACTOR is responsible for payment.
 3. The cost of simulators. CONTRACTOR may purchase simulators from CRIME LAB and CRIME LAB will invoice CONTRACTOR for the simulators purchased. It is the CONTRACTOR's responsibility to replace simulators.

C. Additional responsibilities of the CONTRACTOR include:

1. Periodic determinations of accuracy, on forms provided by the CRIME LAB for this purpose, as required by the California Code of Regulations, Title 17 §1221.4 (a)(2)(A) and (B), i.e., not exceeding 10 days or following the testing of 150 subjects, whichever comes sooner.
2. Dedicated telephone line with standard jack located immediately adjacent to instrument location.

II. CONSIDERATION.

In consideration for COUNTY'S furnishing of services and supplies provided herein, CONTRACTOR shall pay the sum of \$2,400.00 per Drager Alcotest 7110 Mark III-C instrument, in advance, per fiscal year. Monthly charges for fractional parts of a fiscal year shall be computed at the rate of one twelfth (1/12) of the annual rate for each month or fraction thereof. COUNTY shall have the right to renegotiate the rate for services performed under this contract at the end of each fiscal year. COUNTY shall invoice CONTRACTOR for the annual cost at the beginning of each fiscal year.. Payment shall be due within fifteen (15) days from the date of the invoice.

III. TERM AND TERMINATION.

The term of this contract shall be for a period of three years commencing on August 4, 2009. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. 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 termination, and each party shall be released from all obligations or performance, which would otherwise accrue subsequent to the date of termination. In the event of termination of this contract, COUNTY shall refund any sum previously paid by CONTRACTOR, which when prorated represents advanced payment for months of service which is not performed as a result of termination. Neither party shall incur any liability to the other by reason of termination.

IV. NOTICES.

All notices required to be given under this contract shall be in writing and delivered to the other party by registered or certified mail, postage prepaid. The addresses of the parties hereto, until further notice, are as follows:

CONTRACTOR: City of Redlands
Redlands Police Department
P.O. Box 3005
Redlands, CA 92373-1505

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

V. 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 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 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's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct".

VI. INSURANCE.

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.

VII. AUTHORITY.

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

VIII. FULL UNDERSTANDING.

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understandings 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.

IX. CONCLUSION.

This contract consisting of five (5) pages is the full and complete document describing the services to be rendered by COUNTY to CONTRACTOR, including all covenants, conditions and benefits.

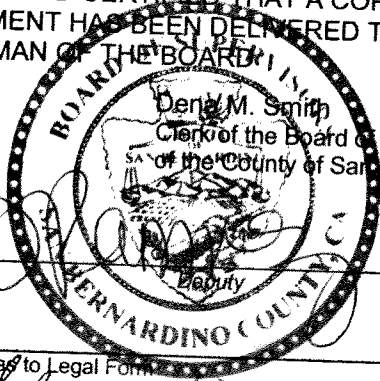
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COUNTY OF SAN BERNARDINO

Gary C. Ovitt
Gary C. Ovitt, Chairman, Board of Supervisors

Dated: SEP 15 2009

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



By [Signature]

Approved as to Legal Form
County Counsel, by Steven Singley, Deputy

Date 7/8/09

Reviewed by Contract Compliance

Date _____

Presented to BOS for Signature

Department Head

Date 8/18/09

City of Redlands

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

By Pat Gilbreath
(Authorized signature - sign in blue ink)

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

Title: Mayor Pro Tem
(Print or Type)

Dated: August 4, 2009

City of Redlands
Redlands Police Department
Address: P.O. Box 3005

Redlands, CA 92373-1505

ATTEST:
[Signature]
Lorrie Poyzer, City Clerk