

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



Contract Number

24-580

SAP Number

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	Kelly Welty, Chief Deputy Director of Sheriff's Administration
<b>Telephone Number</b>	909-387-0640
<b>Contractor</b>	CAL Fire
<b>Contractor Representative</b>	
<b>Telephone Number</b>	
<b>Contract Term</b>	07/01/2023 – 6/30/2026
<b>Original Contract Amount</b>	\$28,035 (07/01/23-6/30/2024)
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	\$28,035 (07/01/23-6/30/2024)
<b>Cost Center</b>	4430001000

IT IS HEREBY AGREED AS FOLLOWS:

#### WITNESSETH

**WHEREAS**, San Bernardino County (COUNTY) provides dispatch services throughout the geographical boundaries of the COUNTY; AND

**WHEREAS**, CAL Fire (CONTRACTOR) desires to enter into an Agreement with the COUNTY for dispatch services within the territorial boundaries of the CONTRACTOR;

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

**A. SCOPE OF SERVICES**

COUNTY, through the San Bernardino County Sheriff/Coroner/Public Administrator (SHERIFF), shall provide emergency dispatch services for CONTRACTOR during the term of this Agreement.

- A.1** The emergency dispatch services to be provided by COUNTY to CONTRACTOR hereunder shall include:
  - A.1.1** Operate and monitor radio and communications equipment in accordance with FCC regulations.
  - A.1.2** Monitor the location and status of field units.
  - A.1.3** Assign back-up assistance as warranted for field personnel.
  - A.1.4** Receive radio calls and inquiries from personnel, input information, and archive records.

- A.1.5** Query and/or research computerized data banks for information requested.
  - A.1.6** Operate the Computer Aided Dispatch (CAD) system, Central Name Index (CNI), California Law Enforcement Telecommunications System (CLETS), and National Crime Information Center (NCIC) system.
  - A.1.7** Provide assistance and make phone calls at the request of field units for tows, notifications, etc.
  - A.1.8** Track calls for statistical purposes.
- A.2** Emergency dispatch services shall be provided by SHERIFF to the CONTRACTOR on a twenty-four (24) hour per day basis. Any non-emergency dispatching services provided will be compensated at the overtime rate. CONTRACTOR shall provide a schedule for planned special operational events. Any training in radio operations and procedures for CONTRACTOR personnel will be provided by SHERIFF and compensated to SHERIFF at the overtime rate. The training hours and frequency will be at the discretion of SHERIFF.
- A.3** SHERIFF's representative(s) shall attend CONTRACTOR meetings, when practicable, and such other meetings as necessary in carrying out services under this Agreement.
- A.4** The services provided by the COUNTY hereunder shall include all equipment (including repairs thereto or depreciation thereon), supplies, communications, administration, labor, vacation and sick leave, any COUNTY retirement contributions, travel expenses, and all other services, obligations, or expenditures necessary or incidental to the duties to be performed by SHERIFF under the terms of this Agreement. Notwithstanding the foregoing, in all instances where special supplies, stationery, notices, forms, and the like are to be issued in the name of CONTRACTOR and approved by SHERIFF, the same shall be supplied by CONTRACTOR at its own cost and expense.

**B. STANDARDS OF PERFORMANCE**

- B.1** The standards and methods of performance, the discipline and control of personnel, the determination of proper dispatching practices and procedures, and all other matters incidental to the manner of performance of services by SHERIFF hereunder shall be determined by SHERIFF at his sole discretion. The responsibility of SHERIFF and COUNTY to CONTRACTOR hereunder shall be to provide, as an independent contracting agency, effective dispatching services at the level herein contracted for, and CONTRACTOR shall not have the right to determine or direct the manner or means of performance.
- B.2** All persons directly or indirectly employed by COUNTY in the performance of the services and functions to be provided to CONTRACTOR hereunder shall be employees of the COUNTY, and no COUNTY employees shall be entitled to CONTRACTOR's pension, civil service, or other status or right.
- B.3** CONTRACTOR shall have the right, at any time and from time to time, during the term of this Agreement to request a higher level of dispatching services than that herein contracted for, and within a reasonable time after such request, COUNTY shall provide such additional personnel as may be required to provide such additional dispatching services. Adjustment of contracted costs may be necessary.
- B.4** To facilitate the performance of services hereunder by COUNTY; CONTRACTOR, its officers, agents, and employees shall give their full cooperation and assistance within the scope of the duties and responsibilities of such officers, agents, and employees.
- B.5** SHERIFF shall designate a representative to work directly with and serve as liaison to CONTRACTOR. SHERIFF's representative shall make reports as may be appropriate as determined by SHERIFF, with respect to dispatching services provided to CONTRACTOR.

**C. TERM AND TERMINATION**

The term of this Agreement shall be for a period of three years beginning July 1, 2023, and ending on June 30, 2026. Notwithstanding the foregoing, this Agreement may be terminated at any time with or without cause by CONTRACTOR or SHERIFF upon written notice given to the other party at least ninety (90) 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 such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

#### **D. FISCAL PROVISIONS**

**D.1** CONTRACTOR shall pay SHERIFF the sum of money per Schedule A attached hereto and incorporated herein by reference. SHERIFF shall invoice CONTRACTOR for the cost of services quarterly in arrears, plus overtime, if any. SHERIFF shall submit a quarterly invoice including any overtime generated during the previous quarter for hours of service outside of this Agreement, outlined in the Scope of Services provision. Payment shall be due within forty-five (45) days from the date of each invoice.

**D.2** Schedule A reflects the rates in effect at the Execution of this Agreement. SHERIFF shall have the right to adjust these rates annually and any subsequent rate change(s) shall become effective on July 1 of the COUNTY fiscal year (July 1 through June 30). Such rate change(s) is(are) affected by the service provided during the prior year and increased costs. SHERIFF shall provide notice to CONTRACTOR of pending rate change(s) by providing CONTRACTOR with a revised Schedule A, which shall be signed by CONTRACTOR and returned to SHERIFF.

**D.3** If a change in service level is requested or required during the fiscal year, SHERIFF shall provide a revised Schedule A, incorporating such changes, which shall be signed by CONTRACTOR and returned to SHERIFF. CONTRACTOR's subsequent invoices shall be adjusted in accordance with the rate change(s).

**D.4** COUNTY reserves the right to reduce the level of dispatching services resulting from labor relations actions and CONTRACTOR's obligation to pay COUNTY shall be reduced for services not performed for that reason.

#### **E. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

##### **E.1 Indemnification**

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.

##### **E.2 Insurance**

Both CONTRACTOR and COUNTY are authorized self-insured 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.

##### **E.3 Waiver of Subrogation Rights**

CONTRACTOR shall require the carriers of 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 CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. CONTRACTOR hereby waives all rights of subrogation against the COUNTY.

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

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

**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	CAL FIRE
Sheriff/Coroner/Public Administrator	3800 N. Sierra Way
Attn: Contracts/Procurement Unit	San Bernardino, CA 92405
655 East Third Street	
San Bernardino, CA 92415	

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 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**

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 five (5) pages and Schedule A, as attached hereto and incorporated herein 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.

This Agreement and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe  
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 2024

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By [Signature]  


CAL FIRE – San Bernardino  
*(Print or type name of corporation, company, contractor, etc.)*

By ► [Signature]  
*(Authorized signature - sign in blue ink)*

Name Shane Littlefield  
*(Print or type name of person signing contract)*

Title Unit Chief  
*(Print or Type)*

Dated: 05/13/2024

Address 3800 N. Sierra Way

San Bernardino, CA 92405

FOR COUNTY USE ONLY

Approved as to Legal Form  
► Grace B. Parsons  
Grace B. Parsons, Deputy County Counsel

Date 06/05/24

Reviewed for Contract Compliance  
► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department  
► [Signature]  
Kelly Welty, Chief Deputy Director of Sheriff's Administration

Date 6/6/24

**SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT**

**SCHEDULE A**

**EMERGENCY DISPATCH SERVICES  
CAL FIRE  
FY 2023-24 \***

**ANNUAL SERVICE FEE**

Salary and Benefits:

0.15	Dispatcher (\$134,904 x 0.15 FTE)	\$20,236
	County Indirect Cost	\$7,799
		<hr/>

**ANNUAL COST:**

**\$28,035**

**QUARTERLY PAYMENT:**

**\$7,008.75**

**OVERTIME**

Overtime will be billed in arrears at a rate of \$60.54 per hour \*

\* The fees on this Schedule are for fiscal year 2023-24 only, are subject to Memorandum of Understanding changes approved by the County Board of Supervisors, and will be annually reviewed and adjusted accordingly.