

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

January 14, 2025

FROM

SHANNON D. DICUS, Sheriff/Coroner/Public Administrator

SUBJECT

Non-Financial Agreement with GPMS International, Inc. for Foresight MX Subscription Services

RECOMMENDATION(S)

Approve non-financial Master Service and Purchase Terms **Agreement No. 25-02** with GPMS International, Inc., including non-standard terms, for the provision of Foresight MX software subscription services, commencing on the date of the first order and automatically renewing until terminated by either party.

(Presenter: Kelly Welty, Chief Deputy Director, 387-3760)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

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

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). The recommended Master Service and Purchase Terms Agreement (Agreement) with GPMS International, Inc. (GPMS), is non-financial in nature and does not commit the County to make any purchases. If future purchases are made under the Agreement, the Sheriff/Coroner/Public Administrator (Department) will adhere to County purchasing policies and return to the Board of Supervisors for approval, if necessary.

BACKGROUND INFORMATION

The Department's Aviation Unit is the lead aerial law enforcement agency for the County. The unit provides general law enforcement support, narcotics surveillance, personnel/cargo transport, airborne photography, search and rescue operations, wild land fire suppression and emergency medical transport services.

The Department's two Bell 412 aircraft were purchased with the GPMS' Foresight MX software pre-installed by the aircraft manufacturer. The software is required to monitor critical components and track the aircraft's mechanical and engine health, allowing for effective maintenance schedules and continued safety of the operators. Acceptance of the Agreement is required for the software's activation under a separate subscription service.

The Agreement is GPMS's standard commercial contract, which includes terms that differ from the standard County contract and omits certain County standard contract terms. Although the parties negotiated certain contract terms to County standard terms, GPMS would not agree to all County standard terms. The non-standard and missing terms include the following:

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1. The Agreement does not include certain standard County insurance requirements, including the requirement that the County be a named additional insured on certain policies.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: Not being an additional named insured on the policy excludes the County from direct coverage under the policy, which could result in expenses that exceed the total Agreement amount.
2. GPMS maximum liability to the County is limited to 10% of the annual revenues received by GPMS for the hardware or software services purchased under the Agreement during the year preceding the event giving rise to the claim.
 - The County standard contract does not include a limitation of liability.
 - Potential Impact: Claims could exceed the liability cap and the Agreement amount leaving the County financially liable for the excess.
3. There is no stated venue in the Agreement.
 - County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: GPMS is located in Washington County, Vermont. Having no express venue in the Agreement means that Washington County, Vermont venue could be applied to disputes arising under this Agreement, which may result in additional expenses that exceed the amount of the Agreement.

While these are notable exceptions to the County's standard contract language, the Department recommends approval of GPMS non-standard terms to ensure the continued safe operation of the aircraft.

PROCUREMENT

The Agreement, including the non-standard terms, is non-competitive as GPMS is the sole provider and developer of the Foresight MX software, and will be used to accompany future purchase orders to be approved as necessary, per County Policy 11-04, provided that GPMS does not substantively modify the Agreement. The Purchasing Department concurs with the non-competitive justification as this software service is not available through any other company and must be purchased directly from GPMS.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Bonnie Uphold, Supervising Deputy County Counsel, 387-5455) on November 26, 2024; Purchasing (Jason Cloninger, Lead Buyer, 387-0321) on November 26, 2024; Risk Management (Gregory Ustaszewski, Staff Analyst, 396-9008) on November 26, 2024; Finance (Erika Rodarte, Administrative Analyst, 387-4919) on December 23, 2024; and County Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on December 23, 2024.

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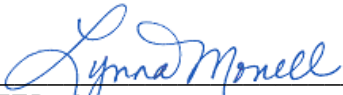
Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.

Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: January 14, 2025



cc: Sheriff - Welty w/agree
Contractor - c/o Sheriff w/agree
File - w/agree

CCM 01/15/2025