



Contract Number

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	John Ades, Captain
Telephone Number	(909) 387-0640
Contractor	Victorville City Code Enforcement/Animal Control (hereinafter called CONTRACTOR)
Contractor Representative	Gloria Garcia, Mayor
Telephone Number	(760) 955-5000
Contract Term	07/01/2020 – 6/30/2023
Original Contract Amount	\$28,088 (07/01/2020 – 06/30/2021)
Amendment Amount	\$0
Total Contract Amount	\$28,088
Cost Center	4430001000

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

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

WHEREAS, the 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 Department (hereinafter referred to as "SHERIFF"), shall provide emergency dispatching for the CONTRACTOR during the term of this Agreement. The emergency dispatch services to be provided by COUNTY to CONTRACTOR hereunder shall include:

- A.1** Dispatch services provided by SHERIFF for the CONTRACTOR as follows:
 - 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 provided by SHERIFF for the CONTRACTOR on a twenty-four (24) hour per day basis. Any dispatching services provided outside of standard operations 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 the CONTRACTOR personnel will be provided by the SHERIFF and compensated at the overtime rate. The training hours and frequency will be at the discretion of the SHERIFF.

A.3 Attendance by SHERIFF's representative(s) at meetings of the CONTRACTOR 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 performance of the duties to be performed by the SHERIFF under the terms of this Agreement. Notwithstanding the foregoing, in all instances where special supplies, stationary, notices, forms, and the like are to be issued in the name of the CONTRACTOR and approved by the SHERIFF, the same shall be supplied by the CONTRACTOR at its own cost and expense.

B. STANDARDS OF PERFORMANCE

B.1 The standards of performance, the 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 the SHERIFF at his sole discretion. The responsibility of SHERIFF and of COUNTY to CONTRACTOR hereunder shall be to provide, as an independent contracting agency, effective dispatching at the level herein contracted for, and the CONTRACTOR shall not have the right to determine or direct the manner or means of the performance.

B.2 All persons directly or indirectly employed by COUNTY in the performance of the services and functions to be provided to the 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 than that herein contracted for, and within a reasonable time after such requests, 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; the 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 provide liaison with the CONTRACTOR. The SHERIFF's representative shall make reports as may be appropriate as determined by the 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, 2020 and ending on June 30, 2023. Notwithstanding the foregoing, this Agreement may be terminated at any time with or without cause by CONTRACTOR or by 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 listed in the CONTRACTOR'S law enforcement contract services Schedule A. Detail of cost is listed in Attachment I 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 Attachment I reflects the rates in effect at the Execution of this Agreement. SHERIFF shall have the right to adjust the Agreement 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 affected by the increased labor costs from Memorandum of Understanding changes. SHERIFF shall provide notice to CONTRACTOR of pending rate change(s) by providing CONTRACTOR with a revised Attachment I, 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 Attachment I, incorporating such changes, which shall be signed by CONTRACTOR and returned to SHERIFF. CONTRACTOR's subsequent invoice 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

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 ("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 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.

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 the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The 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 Sheriff's Department	City of Victorville
Bureau of Administration, Contracts Unit	Code Enforcement/Animal Care & Control
San Bernardino, CA 92415-0061	14343 Civic Drive
Fax: (909) 387-3444	PO Box 5001
	Victorville, CA 92393-5001

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

The CONTRACTOR warrants and represents that the individual signing this Agreement is a properly authorization 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, is attached hereto and incorporated 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.

J. COUNTERPARTS

This Contract may be signed in counterparts.

J.1 If applicable, due to and for the duration of COVID-19 pandemic, pursuant to the Uniform Electronic Transaction Act (Cal. Civ. Code §§ 1633.1 to 1633.17), and the San Bernardino County Board of Supervisors Resolution No. 2020-031, the parties hereto authorize the use of electronic, facsimile, and/or digital signatures in the execution of this Contract or any subsequent amendments. Such signatures 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 Contract upon request.

[With the exception of signatures, this page is intentionally left blank].

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
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
of the County of San Bernardino

By _____
Deputy

City of Victorville

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

By ►

(Authorized signature - sign in blue ink)

Name Gloria Garcia
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: _____

Address 14343 Civic Drive

Victorville, CA 92393

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Richard D. Luczak, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

John Ades, Captain

Date _____

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

ATTACHMENT I

**EMERGENCY DISPATCH SERVICES
VICTORVILLE CITY
CODE ENFORCEMENT/ANIMAL CONTROL**

FY 2020-21 *

ANNUAL SERVICE FEE

Salary and Benefits:

0.25	Dispatcher (\$112,352 x 25%)	\$28,088
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ANNUAL COST:

\$28,088

QUARTERLY PAYMENT:

\$7,022

OVERTIME

Overtime will be billed in arrears at a rate of \$80.72 per hour *

* The fees on this Attachment reflect fees from SCHEDULE A Law Enforcement Services Contract for fiscal year 2020-21 and will be adjusted annually.



San Bernardino County Sheriff's Department

EXHIBIT A

RADIO COMMUNICATIONS ACCESS TERMS FOR NON-LAW ENFORCEMENT CONTRACTORS

The following requirements selected by checkmark shall be met by the contractor prior to radio communications equipment being issued to designated personnel under this agreement:

In compliance with the DOJ *CLETS Policies, Practices and Procedures (PPPs)*:

- ☐ Livescan performed under Sheriff's ORI
- ☐ Employee signed "*CLETS Employee/Volunteer Statement*" form
- ☐ Certificate of completion of the mandated 4 hour CLETS training for practitioners
- ☐ Agency signed "*Release of Information From the California Law Enforcement Telecommunications System*" with supporting documentation

In compliance with the Sheriff's Department recommendations:

- ☐ Certificate of completion of the Radio communications course
- ☐ Certificate of completion of the Citizens on Patrol (COP) 40 hour Academy
- ☐ Certificate of completion of the PC832 coursework
- ☐ Employee signed "*Notice of Confidentiality of Department Information*"
- ☐ Employee signed "*Orientation Form*"
- ☐ 24 hour city contact number in the event of emergencies
- ☐ Complete employee roster

The following requirements must be met in accordance with the DOJ *CLETS PPPs* and Sheriff's Department recommendations to maintain ongoing access:

- ☐ Biennial CLETS Recertification
- ☐ "*Release of Information From the California Law Enforcement Telecommunications System*" to be updated triennially or in the event of any change of agency head
- ☐ Complete employee roster to be re-submitted annually or in the event of any personnel changes



San Bernardino County Sheriff's Department

EXHIBIT B

NOTICE OF CONFIDENTIALITY OF DEPARTMENT INFORMATION FOR NON-LAW ENFORCEMENT CONTRACTORS

As a Contractor with the Sheriff's Department, personnel may be exposed to law enforcement sensitive information in several different media formats. Much of this information is completely confidential and cannot be disclosed except as provided by law or Department policies and procedures. To ensure radio operators are compliant with the law and Department policies and procedures they shall adhere to the following:

1. Contractors shall not disclose or allow access to information contained in or obtained from Local Summary Criminal History Information, records maintained by State Department of Justice, or material, documents and information received from the Federal Bureau of Investigation or any other agency of State or Federal government, unless such disclosure or access is authorized by law.
2. Contractors shall not use any information derived from any Sheriff's Department sources or records for personal gain or use, except as authorized by law or Department policies and procedures.
3. Contractors shall not permit any person to receive information connected with the operation of the Sheriff's Department without permission of the Sheriff or as otherwise provided by law or Department policies and procedures.
4. Contractors shall not disclose to anyone the fact or the nature of any investigation, except as provided by law or Department policies and procedures.
5. Contractors shall not give any unauthorized person any information concerning the location of records, weapons, ammunition, the number of deputies on duty, shift assignment or patrol beat areas.
6. Serving the public provides each of us with a great responsibility. Consequently, there can be no compromise in the requirement for all Contractors to follow the Sheriff's Department policies and procedures on records and information and this "Notice of Confidentiality of Department Information."

Violations of said requirements shall subject Contractors to disciplinary action and possible revocation of access.

7. Penal Code Section 1142, relating to State Summary Criminal History Information, provides as follows:

Penal Code Section 1142. Authorized person furnishing record or information to unauthorized person, misdemeanor.

Any person authorized by law to receive a record or information obtained from a record who knowingly furnished the record or information to person who is not authorized by law to receive the record or information is guilty of a misdemeanor.

8. Penal Code Section 13302, relating to Local Summary Criminal History Information, provides as follows:

Penal Code Section 13302. Furnishing to unauthorized person by authorized person.

Any person of the local criminal justice agency who knowingly furnishes a record or information obtained from a record to a person who is not authorized by law to receive the record or information is guilty of a misdemeanor.

I have read and understand the Notice of Confidentiality of Department Information.

Staff Name: _____ **Date:** _____

Staff Signature: _____ **Date:** _____



San Bernardino County Sheriff's Department

EXHIBIT C

Expectations and Prohibited Duties **of Non-Law Enforcement Radio Operators**

I understand and agree to the following expectations upon issuance of radio communications equipment.

Complete the following training and forms:

- Submission of Livescan
- CLETS Training
- CLETS Employee/Volunteer Statement Form
- Citizen on Patrol Academy
- Radio Communications Course
- PC832 Certification
- Notice of Confidentiality of Department Information

Upon completing training, I will maintain the following as a regular radio operator:

- Biennial CLETS Recertification
- Compliance with Sheriff's Department radio communication standards

I understand and agree, that as an employee of a non-law enforcement agency I am prohibited from performing any function requiring general law enforcement. In addition, I understand that enforcement of park rules and municipal ordinances is not law enforcement related.

Prohibited duties include, but are not limited to the following:

- Perform any law enforcement duties
- Perform security at events or functions
- Perform criminal investigations
- Conduct 9-1-1 follow ups
- Area searches for criminal suspects
- Crime scene protection
- Prisoner transportation or security
- Standby with deceased person(s) awaiting coroner
- Standby for tow truck operations

Radio Operator Name: _____ (Print)

Radio Operator Signature: _____ **Date:** _____