



Contract Number

24-340

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative

Kelly Welty, Chief Deputy Director
of Sheriff's Administration

Telephone Number

(909) 387-0640

Contractor

California Department of Forestry
and Fire Protection – CalFIRE, San
Bernardino Unit

Contractor Representative

Matt Kirkhart – Battalion Chief

Telephone Number

(909) 881-6920

Contract Term

04/01/2024 through 06/30/2028

Original Contract Amount

\$26,844.98 from 04/01/2024 to
06/30/2024

Amendment Amount

Total Contract Amount

\$26,844.98 from 04/01/2024 to
06/30/2024

Cost Center

4430001000

Briefly describe the general nature of the contract:

Revenue Agreement with the California Department of Forestry and Fire Protection, Cal FIRE - San Bernardino Unit, for the Sheriff/Coroner/Public Administrator to provide Mobile Data Computer and Software services starting retroactively on April 1, 2024 through June 30, 2028.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Grace B. Parsons
Grace B. Parsons, Deputy County Counsel

Date 04/15/2024

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► Kelly Welty
Kelly Welty, Chief Deputy Director of Sheriff's
Administration

Date 4/15/24

SCO ID:

9IT23010

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

9IT23010

PURCHASE AUTHORITY NUMBER (if applicable)

FIRE-3540

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection

CONTRACTOR NAME

San Bernardino County

2. The term of this agreement is:

START DATE

04/01/2024

THROUGH END DATE

06/30/2028

3. The maximum amount of the Agreement is:

\$152,729.48

One Hundred Fifty-Two Thousand Seven Hundred Twenty-Nine Dollars and Forty-Eight Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement

EXHIBITS	TITLE	PAGES
Exhibit A	Statement of Work	7
Exhibit B	General Terms and Conditions for Interagency Agreements GIA - 11/2022	1
Attachment 1	Work Authorization Template	2
Attachment 2	Cost Worksheet	1
Attachment 3	San Bernardino County Sheriff's Dept. - Agreement for Mobile Data Computer and Software Services	7

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

San Bernardino County

CONTRACTOR BUSINESS ADDRESS

655 E. 3rd Street

CITY

San Bernardino

STATE

CA

Deputy

ZIP
92415

PRINTED NAME OF PERSON SIGNING

Dawn Rowe

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APR 23 2024

STATE OF CALIFORNIA

CONTRACT AGENCY NAME

California Department of Forestry and Fire Protection

CONTRACTING AGENCY ADDRESS

3800 N. Sierra Way

CITY

San Bernardino

STATE

CA

ZIP

92405

PRINTED NAME OF PERSON SIGNING

Matt Kirkhart

TITLE

Battalion Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

03/28/24

California Department of General Services Approval

Exemption (if applicable)

EXHIBIT A - Statement of Work (SOW)

1.0 DESCRIPTION OF SERVICES TO BE PROVIDED

This Statement of Work (SOW) is entered into between the California Department of Forestry and Fire Protection – San Bernardino Unit, hereafter referred to as CAL FIRE, and the County of San Bernardino ("COUNTY") through the Sheriff/Coroner/Public Administrator (hereinafter referred to as "Contractor"). This contract is for Contractor to provide Mobile Data Computer (MDC) and Mobile Data Software (MDS) Services.

2.0 PERIOD OF PERFORMANCE

The term of this Agreement will begin when the contract has been signed by both Contractor and CAL FIRE and a fully executed copy is sent to Contractor. The term of this agreement will be for four (4) years and two (2) months. The contract can be amended for time, tasks, and funding at current contract rates specified in Attachment 2 - Cost Worksheet upon mutual agreement of both parties. The Contractor will be required to contact the CAL FIRE contract administrator prior to the contract completion date. Upon completion of this contract, CAL FIRE will move forward on an annual software subscription renewal basis.

The Contractor shall not be authorized to deliver or commence performance of services as described in this Statement of Work (SOW) until written approval has been obtained from all entities. No delivery, or performance of service may commence prior to the execution of the Agreement. In addition, any amendment must be processed and completed prior to any work commencing.

3.0 BACKGROUND

Contractor provides Mobile Data Computer and Mobile Data Software (MDC and MDS) Services; AND

CAL FIRE maintains a law enforcement and investigations unit which desires to enter into an Agreement for MDC and MDS Services from Contractor's Technical Services Division

4.0 TASKS TO BE ACCOMPLISHED/FUNCTIONS TO BE PERFORMED

4.1 Software Support Services

- 4.1.1** Technical assistance provided by Contractor to CAL FIRE relating to the software and/or image provided, via telephone, email or at Contractor's headquarters, if needed.
- 4.1.2** Contractor will respond to critical incidents (defined as "affecting security, data integrity or preventing core functions from operating"). Critical incidents are those affecting all users with no work-around. Contractor will respond within twenty-four (24) hours or next business day if CAL FIRE is unavailable. Resolution will be a priority.
- 4.1.3** Any software or computer image changes will be evaluated by a formal project request only and may be billable based on feasibility and/or staff time for development or application costs.
- 4.1.4** A non-priority support incident requested by CAL FIRE for Software Support relating to a non-critical event or problem, such as an enhancement request or a change in file maintenance, will have a response time to the requestor within forty-eight (48) hours.
- 4.1.5** Resolution will be based on availability of resources.
- 4.1.6** CAL FIRE will provide a support staff member for daily hardware basic troubleshooting and will contact Contractor once basic troubleshooting techniques have been deployed with no resolution. Software shall be managed exclusively by Contractor, including troubleshooting.
- 4.1.7** Upgrades to the base image as requested will be held to a maximum of two (2) incidents per annum, after which CAL FIRE may be charged additional fees. Some Upgrades and/or enhancements may require additional contract fees or have costs associated.
- 4.1.8** Upgrades or version releases as required will be determined by Contractor, and CAL FIRE will adhere to these project plans or any other needs and requirements set forth by Contractor to protect vulnerabilities to the software.

- 4.1.9 No changes, edits or configurations will be completed to the software and/or MDC image by CAL FIRE without the written permission of Contractor, or designee.
- 4.1.10 CAL FIRE is exclusively responsible for any additional software license costs, for any other applications placed on the MDC image outside of the scope of the original contract and/or the original MDC image provided.
- 4.1.11 Contractor may make changes, including but not limited to edits and/or alterations of the software/image, network settings, and/or policies/configurations, that affect the MDC and its use, without consulting with or the consent of CAL FIRE.

4.2 Infrastructure/Network Support

Contractor will determine the additional infrastructure costs for the NetMotion, Connectivity (switches/routers/circuits), Shared Trust and Two Factor Authentication systems and share costs with CAL FIRE. Contractor will charge CAL FIRE based on their percentage of total number of devices deployed.

Example: Total devices on the Contractor Network = 400. 100 belong to CAL FIRE; the shared costs would be 25% of the costs for each system.

4.3 Hardware Support

- 4.3.1 CAL FIRE shall use the hardware set forth in the software specifications for optimum performance of said software as determined by Contractor.
- 4.3.2 Contractor shall notify CAL FIRE when Contractor plans to move to a new hardware standard.
- 4.3.3 All hardware requirements and upgrades will be determined and supplied by Contractor at CAL FIRE's expense.
- 4.3.4 CAL FIRE will be responsible for maintaining all hardware to allow specific application use or performance on the MDC such as GPS antennae for navigation, keyboards, etc.
- 4.3.5 CAL FIRE shall use the Contractor's Multifactor hardware standards for signing onto an MDC.

4.4 Additional Service

At the request of CAL FIRE and with its consent, Contractor may also provide technical, operational or other assistance or consulting to CAL FIRE in excess of the contract services included in the Support Fees at Contractor's standard daily staffing rate which is then in effect.

4.5 Conditions

- 4.5.1 CAL FIRE will ensure all staff members meet the minimum training requirements and standards set forth by the Department of Justice (DOJ) to obtain California Law Enforcement Telecommunications (CLETS) information via the MDS solution for all staff members with access to these devices.
- 4.5.2 All CAL FIRE staff members with access shall meet and adhere to the requirements set forth within the Department of Justice's Policies, Practices, and Procedures.
- 4.5.3 Contractor makes no warranty, express or implied, including the merchantability or warranty of fitness for a particular purpose of any kind whatsoever, and all such warranties are hereby excluded by the Contractor and waived by CAL FIRE.
- 4.5.4 Any information possibly obtained by CAL FIRE staff members within the Mobile Application relative to Contractor calls for services, staff members, unit status or information otherwise pertaining to any Contractor personnel or Operations shall not be shared with any outside source without the expressed permission from Contractor or designee.
- 4.5.5 CAL FIRE shall provide 'right to know and need to know' training to all staff members and express the importance of confidentiality of information and matters not pertaining to CAL FIRE either obtained via software and/or over Contractor radio frequencies.

5.0 CONTRACTOR'S RESPONSIBILITY

Contractor shall complete all tasks listed in Section 4.0 above.

6.0 CAL FIRE'S RESPONSIBILITY

CAL FIRE will provide department vehicles where the MDCs will be installed, pay for the initial hardware and installation costs, and pay for ongoing annual costs.

7.0 CONTRACTOR AND STORAGE OF ELECTRONIC DATA

All IT Services contractors, both the company and all staff working on the contract must reside within the United States (US) and or Canada. All storage of electronic data must be stored within cloud data centers located within the continental US, this includes primary and secondary storage sites. These site locations must be in the RFQ response.

8.0 CONTRACT TYPE

1. Unless otherwise specified, the Statement of Work shall define and authorize work on a Fixed Price basis.
2. To the extent that additional work not foreseen at the time this Contract is executed must be accomplished, Work Authorizations, as described in the Statement of Work, will be the means for defining and authorizing such work on a Labor Hour basis.

10.0 UNANTICIPATED TASKS

In the event that additional work must be performed which was unanticipated and is not specified in the SOW but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined below will be employed. This may include unforeseen circumstances caused by emergency activity during the fire season.

1. For each item of unanticipated work not specified in the SOW, a Work Authorization will be prepared in accordance with the template provided as Attachment 1 – Work Authorization Template.
 - a. It is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute an Agreement other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.
 - b. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and CAL FIRE Project Manager.
 - c. All Work Authorizations will be costed on a firm fixed price basis based upon the Hourly Labor Rates stated in Attachment 2 - Cost Worksheet. Work Authorizations for unanticipated tasks shall include the Contractor's estimated number of hours per labor classification required to complete the work, multiplied by the hourly labor rates. CAL FIRE will release payment for any approved Work Authorization in accordance with Section 18, Budget Detail and Payment Provisions.
 - d. CAL FIRE has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to the "Stop Work" provision of the GSPD-401IT Section 45 - Stop Work.

11.0 SECURITY

Notwithstanding any other provision in this contract, it is acknowledged that the services provided under this agreement will exclusively utilize the Contractor's network and will not interact with, connect to, or impact the CAL FIRE network. As such, compliance with CAL FIRE's IT standards shall not be required unless the scope of services extends to involve the CAL FIRE network directly. In situations where services are expanded to involve or impact the CAL FIRE network, Contractor agrees to review and update its policies and procedures to ensure conformity with the State Administrative Manual (SAM) 5300 specifications, applicable exclusively to engagements with government agencies and not private entities.

To preserve the integrity of the security and confidentiality measures integrated into the CAL FIRE information technology systems, the Contractor (e.g., Contractor, Vendor) must be required to certify they will adhere to the following controls prior to work starting regardless of the solution is delivered On-Premises or in the Cloud. If the Contractor has engaged services from a Sub-Contractor or a Subsidiary as part of a contract, the Contractor must ensure that these parties adhere to these requirements:

Security:

1. The Contractor must comply with applicable Federal, State, and local governmental laws and regulations (Provided Upon Request) and the CAL FIRE must verify the Contractor's assurance of their ability to adhere to said laws and regulations.
2. The Contractor must implement an Information Security Program for the prevention and detection of fraud and malware, the protection of data, and to authorize security awareness training; the Contractor must meet or exceed the CAL FIRE Information Security Program (Provided Upon Request); The Contractor must submit to the CAL FIRE Information Security Officer a copy of their Information Security Program.
3. All Contractors having access to CAL FIRE Information Technology resources and assets must take CAL FIRE's Cyber Security Training.
4. The Contractor must implement a Risk Assessment Program for assessing risks and to identify the specific threats and vulnerabilities; the Contractor must meet or exceed the CAL FIRE Risk Assessment Program (Provided Upon Request); The Contractor must submit to the CAL FIRE Information Security Officer a copy of their Risk Assessment Program.
5. The Contractor must implement an Incident Response Program defining the response procedures and the points of contact between the Contractor and the CAL FIRE including escalation thresholds; the Contractor must meet or exceed the CAL FIRE Incident Response Program (Provided Upon Request); The Contractor must submit to the CAL FIRE Information Security Officer a copy of their Incident Response Program.
6. The Contractor must maintain their Information Security Program, Incident Response Program, and Risk Assessment Program at all times, including monitoring and testing the programs to ensure their effectiveness; the Contractor must provide to the CAL FIRE Information Security Officer the results of these test.
7. The Contractor must disclose to the CAL FIRE any breach of the security of any information or information resource in accordance with the criteria and procedures set forth by the CAL FIRE. The Contractor must notify the CAL FIRE's Information Security Officer within the agreed upon time-frame of any confirmed or suspected security incident or breach, followed by a report of the incidents that it has identified, and the measures taken to resolve and mitigate the incident.
8. The Contractors must sign formal undertakings (e.g., Nondisclosure Agreement) regarding the intellectual property rights of work performed during their terms of contract.

9. Under no circumstance must the Contractor perform any activities that can harm the CAL FIRE or lessen its security program; and,
10. The CAL FIRE reserves the right to audit the Contractor's information security controls, logs, and associated plans and processes to verify compliance with the contract.

Confidentiality:

1. CAL FIRE owns all data collected by CAL FIRE, third party users of the database and or by the contractor. Contractor may not share, transfer, give access to any of the information of the database to any private, public, or state entity without express permission by CAL FIRE program, management and or CAL FIRE legal.
2. The Contractor must implement an Information Privacy Program to safeguard the confidentiality and integrity of the CAL FIRE information; the Contractor must meet or exceed the CAL FIRE Information Privacy Program (Provided Upon Request); The Contractor must submit to the CAL FIRE Information Security Officer a copy of their Information Privacy Program.
3. The Contractor must work with designated staff within the CAL FIRE to classify information used by or created by the Contractor's development environment or any of its deliverables.
4. The Contractor must assume all responsibility for the Confidentiality, Integrity, and Availability of the information and the information systems under its control including its protection by the use of encryption of information at rest and in transit in accordance with applicable Federal, State, and local laws and regulations.
5. The Contractor must limit Information collected and retained to legitimate business purposes associated with the contract; and not use or redistribute any the CAL FIRE information processed, stored, or transmitted by the Contractor except as specified in the contract or upon written CAL FIRE approval. All data will be confidentially destroyed or returned to the CAL FIRE as directed by the CAL FIRE within a mutually agreed upon date.
6. The Contractor must keep audit logs of any access or other activities associated with the CAL FIRE's information.
7. The Contractor must disclose to the CAL FIRE any requests, from any source, for copies of or access to, or other disclosure of the CAL FIRE's information.
8. The Contractors must sign formal undertakings (e.g., Confidentiality Agreement) regarding the confidentiality of the information being access during their terms of contract; and,
9. The CAL FIRE reserves the right to re-classify data and require additional information security controls as necessary.

12.0 WARRANTY

Contractor warranty of work done on this project. CAL FIRE will assure that during installation, and/or implementation of changes to software functionality are not voided by adhering to proper installation instructions.

13.0 COST OR PRICING DATA

See Exhibit B - General Terms and Conditions for Interagency Agreements and Attachment 2 – Cost Worksheet.

14.0 CHANGE CONTROL/WORK AUTHORIZATION PROCESS

The State may request modifications/enhancements, limited to services and the delivery thereof, at any time. Because such changes could significantly affect critical aspects of the work being performed, all changes requested must follow the formal enhancement process as set forth below to gain approval. Contractor shall provide solution, which allows for minor enhancements and expanded functionality utilizing the below change control/work authorization process.

a) Modification/Enhancement Request Process

The following enhancement request process will be used except as superseded by mutual written agreement, or other binding procedures:

1. An Enhancement Request (ER) prepared in a form and format acceptable to both the State, and the Contractor will be the vehicle for proposing a change.
2. An ER must describe the requested change, the rationale for the change, and any anticipated effect the change will have on the Contract and/or the work performed under the Contract.
3. Upon receipt of an ER, CAL FIRE Program Management will engage in a preestablished internal process to determine whether the change(s) sought by the ER should be pursued for the Project, seeking such input as is necessary to reach an informed decision.
4. If CAL FIRE Program Management determines that an ER merits further action, the State will prepare a draft Work Authorization which describes the Project's requirements related to the change desired. The CAL FIRE Project Manager will sign the draft Work Authorization and transmit it to the Contractor for finalization.
5. The Contractor shall fully develop and finalize a Work Authorization by preparing Attachment 1 - Work Authorization Template within ten (10) State business days of receipt or another period as mutually agreed. The Contractor shall not charge the State for preparing a Work Authorization. The Contractor's Project Manager will sign the final Work Authorization and submit it to the CAL FIRE Project Manager.
6. The CAL FIRE Project Manager will review the Work Authorization for quality and accuracy and take such measures as are necessary to ensure its cost-effectiveness, including negotiations with the Contractor as needed. After such review and consistent with Project administrative processes, the CAL FIRE Project Manager will accept and sign, or reject the Work Authorization and transmit it to the Contractor.
7. CAL FIRE IT Procurement will review all ER to determine if this can be processed as a minor change or will require an amendment to the contract.
8. Upon receipt of the accepted/rejected Work Authorization, the Contractor's Project Manager will sign it to acknowledge receipt thereof and return it to the Project Manager. Upon its return to the CAL FIRE Project Manager, the Contractor may begin performing any work approved by the Work Authorization.

State of California
Department of Forestry and Fire Protection (CAL FIRE)
IAA-ITS 1401 MDC and MDS Services
March 2024

15.0 QUALITY CONTROL/QUALITY ASSURANCE

CAL FIRE staff will perform all testing and verification of function for all the installed software and/or services. All work provided by the Contractor shall conform to the latest requirements of Federal, State, City and County regulations, and in accordance with the Manufacture's specifications. The Contractor is responsible for compliance with all applicable laws, codes, rules, and regulations in connection with the work performed under this Agreement. Any services performed by the Contractor are to be inspected by the State after completion. The State is solely responsible for determining acceptability of the work performed and the operability of the software or equipment.

16.0 TERMINATION

This agreement may be terminated by either party subject to 30 days' written notice to the other party. Participating Agencies (PAs) are responsible for the annual, or prorated, amount due until the actual termination date of this agreement.

17.0 CONTRACT ADMINISTRATORS

The project representatives for CAL FIRE and Contractor during the term of this agreement are as follows.

CAL FIRE and Contractor Contract Administrators:

	Department of Forestry and Fire Protection	Contractor
Attention	Matthew Kirkhart	Jenny Anderson
Address	3800 N. Sierra Way San Bernardino CA 92405	655 E. 3 rd Street San Bernardino CA 92415
Phone	See Cell Phone	909-387-0658
Cell Phone	909-991-2931	-----
Email	Matthew.Kirkhart@fire.ca.gov	janderson@sbcsc.org

EXHIBIT B - General Terms and Conditions for Interagency Agreements GIA – 11/2022

1. Approval: This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. Audit: The department performing work under this Agreement agrees that the awarding department, the Department of General Services, the bureau of State Audits or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000.00. The department performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. Payment: Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. Subcontracting: All subcontracting must comply with the requirements of the State Contracting Manual Section 3.06.
6. Advance Payment: The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. Disputes: The department performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. Timeliness: Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST**: In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

Attachment 1 – Work Authorization Template

WORK AUTHORIZATION XXX – (TITLE)

Agreement #:

☐ Change Request

☐ Unanticipated Task

(Describe the current situation and the problem.)

FULL WORK DESCRIPTION

(Provide a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor)

DELIVERABLES

(Below is a list of Deliverables that require development or revision by the Contractor due to this Work Authorization.)

REFERENCES

(Add additional details that provide additional context for the Work Authorization.)

SCHEDULE DATES

(Include tasks and schedule dates for the start and completion of the additional work identified in this Work Authorization.)

Task	Start Date	Completion Date

COST

(Include cost details for this Work Authorization.)

CONTRACTOR TASK AND RESPONSIBILITIES

1. (XXX)
2. (XXX)

COMPLETION CRITERIA

1. (XXX)
2. (XXX)

STATE RESPONSIBILITIES

1. Participate in and oversee the Contractor tasks and responsibilities.
2. (XXX)

APPROVALS

This Work Authorization will be performed in accordance with the applicable provisions of Agreement (*Contract Number*).

STATE OF CALIFORNIA

CONTRACTOR

<Insert Name>
<Insert Title>
CAL FIRE

<Contractor Signatory Name>
<Insert Title>
<Contractor Name>

Date

Date

Attachment 2 – Cost Worksheet

	A	B	C	D	E	F	G
1			Attachment 2 - Cost Worksheet				
2			IAA-ITS 1401				
4	Item #	ONETIME Deliverables	Quantity	Unit Cost	Extended Total		
5	1	GPS Gateway	4.00	\$30.00	\$120.00		
6	2	MDS Mobile Comm License	4.00	\$1,550.00	\$6,200.00		
7	3	Windows User License	4.00	\$98.03	\$392.12		
8	4	Configuration/Installation Hours (Est.) Roll Out Onetime Cost by Quarter (Hours)	4.00	\$134.58	\$538.32		
9	5	MDC Unit	4.00	\$4,100.00	\$16,400.00		
10		ONETIME Deliverable Sub Total			\$23,650.44		
11		ANNUAL SERVICE COSTS Deliverables					
12		FY 2023-24					
13	6	Tritech (Tiburon) MDS Support	1.00	\$866.84	\$866.84		
14	7	CAD/CLETS	1.00	\$436.23	\$436.23		
15	8	Administrative Support	1.00	\$315.52	\$315.52		
16	9	System Support/Network	1.00	\$511.42	\$511.42		
17	10	Servers/Database Services/Retention	1.00	\$511.42	\$511.42		
18	11	GIS	1.00	\$218.12	\$218.12		
19	12	NetMotion (MDC) Maintenance	1.00	\$93.25	\$93.25		
20	13	CAD Maintenance	1.00	\$151.22	\$151.22		
21	14	Mobile Comm Maintenance Agreement	1.00	\$90.52	\$90.52		
22		FY 2023-24 Deliverable Sub Total			\$3,194.54		
23	15	FY 2024-25 Projected Annual Service Cost	1.00	\$28,000.00	\$28,000.00		
24	16	FY 2025-26 Projected Annual Service Cost	1.00	\$28,000.00	\$28,000.00		
25	17	FY 2026-27 Projected Annual Service Cost	1.00	\$28,000.00	\$28,000.00		
26	18	FY 2027-28 Projected Annual Service Cost	1.00	\$28,000.00	\$28,000.00		
27		FY 2024-25 through FY 2027-28 Deliverable Sub Total			\$112,000.00		
28							
29				Rate	Extended Total		
30	19	UNANTICIPATED TASK: Total unanticipated task shall not exceed ten (10) percent of the total amount of this agreement. There is not obligation on the part of the State to utilize any or entire amount.		10.00%	\$13,884.50		
31							
32		Grand Total			\$152,729.48		

ATTACHMENT 3

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

**Contract Number**
SAP Number
 N/A
Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Cal FIRE-San Bernardino Unit
Contractor Representative	Matt Kirkhart – Battalion Chief
Telephone Number	(909) 881-6920
Contract Term	04/01/2024 through 06/30/2028
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Amendment Amount	
Total Contract Amount	\$26,844.98 from 04/01/24 to 06/30/24
Cost Center	4430001000

IT IS HEREBY AGREED AS FOLLOWS:**AGREEMENT FOR MOBILE DATA COMPUTER AND SOFTWARE SERVICES**

WHEREAS, the County of San Bernardino ("COUNTY") through the Sheriff/Coroner/Public Administrator (hereinafter referred to as "SHERIFF") provides Mobile Data Computer and Mobile Data Software (MDC and MDS) Services; **AND**

WHEREAS, the Cal FIRE – San Bernardino Unit (hereinafter referred as "CONTRACTOR") maintains a law enforcement and investigations unit which desires to enter into an Agreement for MDC and MDS Services from SHERIFF'S Technical Services Division; **AND**

NOW, THEREFORE, the parties agree as follows:

A. SCOPE OF SERVICES

This Agreement entered into as of March 26, 2024 by and between SHERIFF and CONTRACTOR to provide CONTRACTOR with MDC and MDS, a customized vendor application developed and owned by TriTech Software Systems (formerly Tiburon Inc.), and licensed to SHERIFF, with an enterprise license agreement to operate the latest "Mobile Comm" MDS solution.

A.1 Software Support Services

The software support services to be provided hereunder (the "Support Services") shall consist of:

- A.1.1** Technical assistance provided by SHERIFF to CONTRACTOR relating to the software and/or image provided, via telephone, email or at SHERIFF's headquarters, if needed.
- A.1.2** SHERIFF will respond to critical incidents (defined as "affecting security, data integrity or preventing core functions from operating"). Critical incidents are those affecting all users with no work-around. SHERIFF will respond within twenty-four (24) hours or next business day if CONTRACTOR is unavailable. Resolution will be a priority.
- A.1.3** Any software or computer image changes will be evaluated by a formal project request only and may be billable based on feasibility and/or staff time for development or application costs.
- A.1.4** A non-priority support incident requested by CONTRACTOR for Software Support relating to a non-critical event or problem, such as an enhancement request or a change in file maintenance, will have a response time to the requestor within forty-eight (48) hours.
- A.1.5** Resolution will be based on availability of resources.
- A.1.6** CONTRACTOR will provide a support staff member for daily hardware basic troubleshooting and will contact SHERIFF once basic troubleshooting techniques have been deployed with no resolution. Software shall be managed exclusively by SHERIFF, including troubleshooting.
- A.1.7** Upgrades to the base image as requested will be held to a maximum of two (2) incidents per annum, after which CONTRACTOR may be charged additional fees. Some Upgrades and/or enhancements may require additional contract fees or have costs associated.
- A.1.8** Upgrades or version releases as required will be determined by SHERIFF, and CONTRACTOR will adhere to these project plans or any other needs and requirements set forth by SHERIFF to protect vulnerabilities to the software.
- A.1.9** No changes, edits or configurations will be completed to the software and/or MDC image by CONTRACTOR without the written permission of SHERIFF, or designee.
- A.1.10** CONTRACTOR is exclusively responsible for any additional software license costs, for any other applications placed on the MDC image outside of the scope of the original contract and/or the original MDC image provided.
- A.1.11** SHERIFF may make changes, including but not limited to edits and/or alterations of the software/image, network settings, and/or policies/configurations, that affect the MDC and its use, without consulting with or the consent of CONTRACTOR.

A.2 Infrastructure/Network Support

SHERIFF will determine the additional infrastructure costs for the NetMotion, Connectivity (switches/routers/circuits), Shared Trust and Two Factor Authentication systems and share costs with CONTRACTOR. SHERIFF will charge CONTRACTOR based on their percentage of total number of devices deployed.

Example: Total devices on the SHERIFF Network = 400. 100 belong to CONTRACTOR; the shared costs would be 25% of the costs for each system.

A.3 Hardware Support:

- A.3.1** CONTRACTOR shall use the hardware set forth in the software specifications for optimum performance of said software as determined by SHERIFF.
- A.3.2** SHERIFF shall notify CONTRACTOR when SHERIFF plans to move to a new hardware standard.
- A.3.3** All hardware requirements and upgrades will be determined and supplied by SHERIFF at CONTRACTOR's expense.
- A.3.4** CONTRACTOR will be responsible for maintaining all hardware to allow specific application use or performance on the MDC such as GPS antennae for navigation, keyboards, etc.
- A.3.5** CONTRACTOR shall use the SHERIFF's Multifactor hardware standards for signing onto an MDC.

A.4 Additional Service

At the request of CONTRACTOR and with its consent, SHERIFF may also provide technical, operational or other assistance or consulting to CONTRACTOR in excess of the contract services included in the Support Fees at SHERIFF's standard daily staffing rate which is then in effect.

A.5 Conditions

- A.5.1** CONTRACTOR will ensure all staff members meet the minimum training requirements and standards set forth by the Department of Justice (DOJ) to obtain California Law Enforcement Telecommunications (CLETS) information via the MDS solution for all staff members with access to these devices.
- A.5.2** All CONTRACTOR staff members with access shall meet and adhere to the requirements set forth within the Department of Justice's Policies, Practices, and Procedures.
- A.5.3** SHERIFF makes no warranty, express or implied, including the merchantability or warranty of fitness for a particular purpose of any kind whatsoever, and all such warranties are hereby excluded by the SHERIFF and waived by CONTRACTOR.
- A.5.4** Any information possibly obtained by CONTRACTOR staff members within the Mobile Application relative to SHERIFF calls for services, staff members, unit status or information otherwise pertaining to any SHERIFF personnel or Operations shall not be shared with any outside source without the expressed permission from SHERIFF or designee.
- A.5.5** CONTRACTOR shall provide 'right to know and need to know' training to all staff members and express the importance of confidentiality of information and matters not pertaining to CONTRACTOR either obtained via software and/or over SHERIFF radio frequencies.

B. FISCAL PROVISIONS

- B.1** In consideration for One-time Costs associated with the roll out of additional MDC units, the Schedule A, attached hereto and incorporated herein by reference, reflects costs associated with the network, software license, configurations, installations and training for each additional unit added to the total units already deployed by end of the previous quarter. As the CONTRACTOR's fleet number increases, additional One-time Costs shall be invoiced based on roll out during each quarter; therefore, the Schedule A is a projection and shall change accordingly each quarter.
- B.2** In consideration for SHERIFF's furnishing and performance of the ongoing services provided herein, the sum as per Schedule B, attached hereto and incorporated herein by reference, are costs associated with the ongoing maintenance and replacement costs of infrastructure needs required to maintain a Mobile Comm Solution, excluding MDC replacement costs. The Schedule B is a projection and shall change accordingly each quarter to reflect the actual total number of MDC units deployed by the end of that quarter and being utilized by CONTRACTOR. The costs are divided and shared by taking the total number of vehicles using the MDC/MDS platform by SHERIFF and CONTRACTOR and determining the percentage of those vehicles to be CONTRACTOR's responsibility, which is the percentage of the overall costs to be collected.
- B.3** SHERIFF shall submit a quarterly invoice in arrears, per prorated Schedules A and B, plus overtime, if any, 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.
- B.4** CONTRACTOR shall be responsible for all charges and services associated with wireless or cellular broadband cards used for MDC's. CONTRACTOR shall not independently add wireless or cellular cards to the SHERIFF Network but follow established procedure to assist with manageability, allowing for the wireless or cellular cards to be added to the SHERIFF Network.
- B.5** Schedule B 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) are affected by increased labor costs from Memorandum of Understanding changes, which are subject to adjustment for any salary or fringe benefit modifications that may be granted by the San Bernardino County Board of Supervisors. SHERIFF shall provide notice to CONTRACTOR of pending rate change(s) by providing CONTRACTOR with a revised Schedule B reflecting such rate change(s) for the ensuing fiscal year.

C. TERM AND TERMINATION

The term of this Agreement shall be for a period commencing on April 1, 2024, or upon the date of approval by the San Bernardino County Board of Supervisors, whichever is later, and ending on June 30, 2028. 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. STANDARDS OF PERFORMANCE

D.1 The standards of performance, the methods of performance, the discipline and control of personnel, the determination of proper information technology 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 hereunder shall be to provide effective technical support pertaining to Mobile Data Computers at the level herein agreed to in this Agreement, and CONTRACTOR shall not have the right to determine or direct the manner or means of the performance.

D.2 To facilitate the performance of services hereunder by SHERIFF, CONTRACTOR, its officers, agents, and employees shall each give their full cooperation and assistance within the scope of the duties and responsibilities of such officers, agents, and employees.

E. 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 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'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" within the meaning of Civil Code Section 2782.

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
Bureau of Administration 010
655 East Third Street
San Bernardino, CA 92415-0061
Fax Number: (909) 387-3444

CalFIRE
Matt Kirkhart-Battalion Chief
San Bernardino Unit
3800 North Sierra Way
San Bernardino, CA 92405

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 of San Bernardino County 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 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, including all Schedules, which are 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. ELECTRONIC SIGNATURES

This Agreement, and if applicable, 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 the 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: APR 23 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 *Lynna Monell*
Deputy



CAL FIRE – San Bernardino Unit

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

By ►

SHANE LITTLEFIELD

(Authorized signature - sign in blue ink)

Name

Shane Littlefield

(Print or type name of person signing contract)

Title

Unit Chief

(Print or Type)

Dated:

3/14/2024

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

04/16/2024

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

► *Kelly Welty*
Kelly Welty, Chief Deputy Director of Sheriff's Administration

Date

4/15/24

SCHEDULE A

**MOBILE DATA COMPUTER SERVICES BETWEEN
THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT AND THE
CalFIRE- San Bernardino Unit**

ROLL OUT UNITS ONETIME COSTS QUARTERLY ACTUALS**FY 2023-24**

Network Item	Unit Cost	Actual	Actual	Actual	Projection	Roll Out Onetime Cost
		No Added Units	No Added Units	No Added Units	No Added Units	
		QTR 1 Additional Units	QTR 2 Additional Units	QTR 3 Additional Units	QTR 4 Additional Units	
	Units	0	0	0	4	4
GPS Gateway	\$30	\$0.00	\$0.00	\$0.00	\$120.00	\$120.00
Total Network Roll Out Startup Cost:		\$0.00	\$0.00	\$0.00	\$120.00	\$120.00

Software Item	Unit Cost	QTR 1 Additional Units	QTR 2 Additional Units	QTR 3 Additional Units	QTR 4 Additional Units	Total
	Units	0	0	0	4	4
MDS Mobile Comm License	\$1,550	\$0.00	\$0.00	\$0.00	\$6,200.00	\$6,200.00
Windows User License	\$98.03	\$0.00	\$0.00	\$0.00	\$392.12	\$392.12
Total Software Startup Cost:		\$0.00	\$0.00	\$0.00	\$6,592.12	\$6,592.12

Technical and Professional Service	Unit Cost	QTR 1	QTR 2	QTR 3	QTR 4	Total
Configuration/Installation Hours (Est.)	Hours	0	0	0	4	4
Roll Out Onetime Cost by Quarter	\$134.58	\$0.00	\$0.00	\$0.00	\$538.32	\$538.32
Training	\$134.58					
Total Technical and Professional Service Startup Cost:		\$0.00	\$0.00	\$0.00	\$538.32	\$538.32

Hardware	Unit Cost	QTR 1	QTR 2	QTR 3	QTR 4	Total
		0	0	0	4	4
MDC Unit	\$4,100	\$0	\$0	\$0	\$16,400	\$16,400

Total Quarterly Costs In Arrears:

\$0.00	\$0.00	\$0.00	\$23,650.44	\$23,650.44
Actual	Actual	Actual	Projection	Total One-Time Costs

SCHEDULE B

**MOBILE DATA COMPUTER SERVICES BETWEEN
THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT AND THE
CalFIRE- San Bernardino Unit**

ANNUAL SERVICE COSTS QUARTERLY PROJECTIONS**FY 2023-24****Level of Service:**

- Non emergency technical support will be provided Monday thru Friday 0800 – 1700 hours.
- Emergency on call technical support will be provided after hours 7 days a week (including holidays) for any total "system" failure, not related to a specific unit.
- Additional changes in the programming or to the image outside of the annual allotment or scope of the contract will be charged at a programming rate of \$134.58** per hour based on project scope.

	Actual	Actual	Actual	Projection	
Services	QTR 1 MDC Units	QTR 2 MDC Units	QTR 3 MDC Units	QTR 4 MDC Units	2023-24 Actual
*Projected Additional Units by End of QTR	0	0	0	0	0
*Projected Total Units by End of QTR	0	0	0	4	4
"Projected Cost of Share by End of QTR	0.4251%	0.4251%	0.4251%	0.4251%	
Tritech (Tiburon) MDS Support	\$0.00	\$0.00	\$0.00	\$866.84	\$866.84
CAD/CLETS	\$0.00	\$0.00	\$0.00	\$436.23	\$436.23
Administrative Support	\$0.00	\$0.00	\$0.00	\$315.52	\$315.52
System Support/Network	\$0.00	\$0.00	\$0.00	\$511.42	\$511.42
Servers/Database Services/Retention	\$0.00	\$0.00	\$0.00	\$511.42	\$511.42
GIS	\$0.00	\$0.00	\$0.00	\$218.12	\$218.12
Total Projected Services Cost:	\$0.00	\$0.00	\$0.00	\$2,859.55	\$2,859.55

NetMotion (MDC) Maintenance	\$0.00	\$0.00	\$0.00	\$93.25	\$93.25
Total Projected Network Cost:	\$0.00	\$0.00	\$0.00	\$93.25	\$93.25

CAD Maintenance	\$0.00	\$0.00	\$0.00	\$151.22	\$151.22
Mobile Comm Maintenance Agreement	\$0.00	\$0.00	\$0.00	\$90.52	\$90.52
Total Projected Maintenance Cost:	\$0.00	\$0.00	\$0.00	\$241.74	\$241.74

<u>Total Quarterly Costs In Arrears:</u>	\$0.00	\$0.00	\$0.00	\$3,194.54	\$3,194.54
	Actual	Actual	Actual	Projection	Total Annual Service Cost

** Projected based on number of units rolled out by end of quarter; therefore, actual number of additional units will be adjusted here and invoiced accordingly at end of each quarter.