

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	City of Yucaipa, Code Enforcement, Public Works, Parks
Contractor Representative	Chris Mann, City Manager
Telephone Number	(909) 797-2489 Ext. 223
Contract Term	07/01/2023 – 6/30/2026
Original Contract Amount	\$18,882 (07/01/2023 – 06/30/2024)
Amendment Amount	-----
Total Contract Amount	\$18,882
Cost Center	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, City of Yucaipa (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 dispatching for the 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 during an emergency situation.
 - A.1.2 Monitor the location and status of field units during emergencies.
 - 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 as applicable for non-law enforcement contractors.
- 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 for the CONTRACTOR, per Department, during the following days and hours: Code Enforcement – Monday to Thursday, 0800 to 1800 hours; Park Rangers – Monday to Tuesday 1300 to 0000 hours; Wednesday to Saturday 0500 to 0000 hours; and Sunday 0500 through 1530 hours. 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 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 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, 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 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 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 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 (are) affected by the service provided during the prior year and increased labor 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 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

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
Bureau of Administration, Contracts Unit
San Bernardino, CA 92415-0061
Fax: (909) 387-3444

City of Yucaipa
Community Development Department
Code Enforcement Division
34272 Yucaipa Boulevard
Yucaipa, CA 92399-9203
Fax: (909) 790-9203

City of Yucaipa
Public Works Department, City Parks
34272 Yucaipa Boulevard
Yucaipa, CA 92399-9203
Fax: (909) 790-9203

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, Schedule A, and Exhibits A, B, and C 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.

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.

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

SAN BERNARDINO COUNTY

City of Yucaipa

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

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

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

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address 34272 Yucaipa Boulevard

Yucaipa, CA 92399-2424

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Grace B. Parsons, Deputy County Counsel

►

►

Kelly Welty, Chief Deputy Director of Sheriff's
Administration

Date _____

Date _____

Date _____

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

ATTACHMENT A

**EMERGENCY DISPATCH SERVICES
CITY OF YUCAIPA
CODE ENFORCEMENT - PUBLIC WORKS - PARKS**

FY 2023-24 *

ANNUAL SERVICE FEE

Salary and Benefits:

0.15 Dispatcher (\$125,879 x 15%) \$18,882

ANNUAL COST: \$18,882

QUARTERLY PAYMENT: **\$4,720.50**

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.



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:** _____