

Contract Number

20.593

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Dan Munsey

387-5779

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

San Bernardino County Sheriff Dept

John McMahon

884-0156

7/14/20-6/30/22

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the San Bernardino County Sheriff's Department (hereinafter referred to as "SHERIFF") provides access to the Sheriff's Automated Systems; **AND**

WHEREAS, the San Bernardino County Fire Protection District, (hereinafter referred to as "FIRE") desires to have access to the Sheriff's Automated Systems; **AND**

WHEREAS, the SHERIFF and FIRE are separate legal entities;

NOW, THEREFORE, it is mutually agreed as follows:

A. PURPOSE OF MEMORANDUM OF UNDERSTANDING

A.1 This Memorandum of Understanding (MOU) provides for SHERIFF, acting as the administrator of the California Law Enforcement Telecommunications System (CLETS), to serve as the agent responsible for the exchange of criminal offender record information and other criminal justice information between FIRE and SHERIFF and statewide criminal justice agencies. In addition, this MOU provides for SHERIFF to facilitate the interchange of computerized criminal history data between the following agencies and databases:

A.1.1 Federal Bureau of Investigation (FBI)

A.1.2 National Crime Information Center (NCIC)

A.1.3 National Law Enforcement Telecommunications System (NLETS)

A.1.4 Department of Motor Vehicles (DMV)

A.1.5 California Law Enforcement Telecommunications System (CLETS), received via the State CLETS network (**transaction fees apply and billed by SHERIFF**)

- A.1.6 Super Name Search network **(transaction fees apply and billed by SHERIFF)**
- A.1.7 Crime Web/Mugshot System
- A.1.8 Identix-Cal ID
- A.1.9 Property Evidence Tracking System **(transaction fees apply and billed by SHERIFF)**
- A.1.10 Sheriff's Department Jail Management System (JIMS) **(transaction fees apply and billed by ISD)**
- A.1.11 Sheriff's Central Name Index (CNI) **(transaction fees apply and billed by ISD)**
- A.1.12 Sheriff's Automated Warrants (SAW) **(transaction fees apply and billed by ISD)**

A.2 It is the intent of the parties to promote more effective regional law enforcement through the cooperative use and maintenance of the County's computerized data files.

A.3 Access to the aforementioned databases requires connection to the County's Wide Area Network (WAN). FIRE will be required to enter into a separate MOU with County's Information Services Department (ISD) for connection to the County's WAN and for payment of costs associated with WAN connectivity.

B. RESPONSIBILITIES OF FIRE

B.1 FIRE agrees to limit access to information furnished by SHERIFF to its own employees and other criminal justice/law enforcement agencies. FIRE further agrees to comply with Federal and State laws, rules, procedures, and policies formally adopted in the California Law Enforcement Telecommunications System Subscriber Agreement, and in regard to criminal history, information furnished through the FBI/NCIC/CCH (California Criminal History) and the NLETS Program, to rules, procedures and policies approved by the NCIC advisory policy board adopted for NCIC.

B.2 FIRE agrees to appoint an Automated Terminal Coordinator (ATC) to disseminate CLETS information and updates, to maintain training requirements and paperwork compliancy for all FIRE personnel. The assigned ATC shall understand the CLETS policies, Practices and Procedures Manual and comply with all of the Department of Justice guidelines. The ATC shall understand and comply with the Agency ATC Responsibilities guidelines, Exhibit A, attached hereto and incorporated herein by reference. This appointed staff member shall be the point of contact to the SHERIFF.

B.3 In accordance with the State CLETS Policies, Practices, and Procedures Manual, and as designated by the State of California and the SHERIFF, FIRE shall be responsible for all security and privacy considerations relating to the use of FIRE's terminal or terminals.

C. RESPONSIBILITIES OF SHERIFF

C.1 Access

SHERIFF's assigned Terminal Coordinator will review all applications for connection to the Telecommunications System, as well as requests to modify, move or increase the number of terminals in an existing agency.

C.2 Services Provided

SHERIFF agrees to furnish FIRE access to such criminal offender record information and other criminal justice information as is made available to the State through the CLETS network and provide access to Sheriff's Automated Systems.

C.3 Equipment

The SHERIFF shall provide, maintain, operate, and manage equipment for an electronic data communications system in the San Bernardino County Sheriff's Data Center in order to provide the services specified in this MOU. One or both of the following is required for FIRE to connect with the Sheriff's Message Switch computer:

C.3.1 A CAD to CAD interface or Terminal Browser Access

C.3.2 Connection to the County WAN

(NOTE: This MOU does not include costs for equipment/services related to a private telecommunications connection. The WAN connection process and associated costs does not include a telecommunications connection at the local site and/or any additional equipment. The agency shall be responsible for establishing its own telecommunications connection at the local site to the WAN connection.)

C.4 Support

SHERIFF shall render assistance to FIRE in order to provide for timely, efficient, and accurate implementation of CAD/CLETS/RMS network operations.

C.5 The SHERIFF shall maintain records for auditing purposes on all CLETS entries in accordance with the Department of Justice mandates. (Note: All CAD-to-CAD FIREs will also be responsible for maintaining their CLETS data and providing an audit trail on all terminals and/or employees accessing CLETS information via the CAD-to-CAD connection.)

C.6 The SHERIFF reserves the right to suspend access to any information provided for in this MOU, in accordance with the State CLETS Policies, Practices and Procedures Manual, when any rule, policy, or procedure adopted by SHERIFF, or approved by the NCIC or law of this county, state, or federal government applicable to the security and privacy of information is violated or appears to be violated by FIRE.

D. CNI ACCESS LIMITATIONS

Access to the COUNTY's Sheriff Central Name Index (CNI) database is also limited, as follows:

D.1 In the interest of maintaining a regional criminal justice database, FIRE is granted inquiry capability to the COUNTY's Sheriff CNI database for law enforcement related data. The data accessed in CNI by FIRE will be relevant to the criminal justice process. FIRE will cooperate with regular auditing of the system to assure security of stored data.

D.2 FIRE agrees to require all employees who access CNI to complete and sign a Central Name Index Authorization Statement, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

D.3 The Sheriff-Coroner or his representative will act as "Controller" facilitating the entry and retrieval of computerized CNI information.

E. TERM AND TERMINATION

The term of this MOU shall be for a period commencing on July 14, 2020, or upon the date of approval by the SHERIFF, whichever is later, and ending on June 30, 2022. Notwithstanding the foregoing, this MOU may be terminated at any time, with or without cause, by FIRE or by SHERIFF upon written notice given to the other party at least thirty (30) 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.

F. FISCAL PROVISIONS

F.1 FEES

F.1.1 CLETS Teleprocessing Support/Maintenance Costs will be billed by SHERIFF.

F.1.2 CLETS Terminal Browser Access will be billed by SHERIFF.

F.1.3 Transaction Fees for Systems listed in #A-1.5 and A 1.6 indicated in Section A.1 above will be billed by SHERIFF; Systems listed in #A.1.9 - A.1.12 will be billed by ISD.

F.1.4 Connection to the County WAN will be billed by ISD and a one-time fee applies.

F.1.5 County WAN Access is provided for under a separate agreement with ISD and will be billed by ISD.

- F.2** FIRE shall pay SHERIFF the sum of money per Schedule A attached hereto and incorporated herein by reference. SHERIFF shall invoice FIRE for the cost of services quarterly in arrears. Payment shall be due within forty-five (45) days of invoice from the date of each invoice. Basic installation of service will be provided by the SHERIFF. Installation fees, cost of additional services, equipment, related supplies and changes or modifications will be paid for by FIRE. The total cost to provide, repair or replace machines, printers, and other equipment shall be the responsibility of FIRE. Time costs, maintenance and diagnostic costs will be paid by FIRE.
- F.3** Schedule A reflects the rates in effect at the start of the term 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 effected by the service provided during the prior calendar year and increased labor costs from County Memorandum of Understanding changes, which increase labor costs. SHERIFF shall provide notice to FIRE of pending rate change(s) by providing FIRE with a revised Schedule A reflecting such rate change(s).

G. NOTICES

All written notices provided for in this MOU 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
P.O. Box 569
San Bernardino, CA 92402-0569
Fax: (909) 387-3444

San Bernardino County Fire Protection District
620 S E Street
San Bernardino, CA 92415

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

H. AUTHORITY

The SHERIFF of San Bernardino County shall have the right to exercise the COUNTY's authority under this MOU including the right to give notice of termination on behalf of the COUNTY at his sole discretion.

I. ENTIRE AGREEMENT

This Memorandum of Understanding, including all Exhibits and Schedule, which are attached hereto and incorporated by reference, represents the full and complete understanding of the departments with respect to the subject matter hereto and supersedes all prior oral and written agreements or understanding between the departments. Any amendment to this MOU shall be in writing signed by authorized representatives of each department.

In Witness Whereof, the parties have duly executed and delivered this MOU on the Execution Date.

San Bernardino County Fire Protection District

► 

Curt Hagman, Chairman, Board of Directors

Dated: **JUL 14 2020**

SIGNED AND CERTIFIED THAT A COPY OF THIS

DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

By



Deputy

San Bernardino County Sheriff

► 

Curt Hagman, Chairman, Board of Supervisors

Dated: **JUL 14 2020**

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

Lynna Monell, Secretary

By



Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

► 

Scott Runyan, Deputy County Counsel

Date **7/8/2020**

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Dan Munsey, Fire Chief/Fire Warden

Date

Automated Terminal Coordinator (ATC) Responsibilities

San Bernardino County Sheriff's Department
Technical Services Division
CLETS Administration Section
655 East Third Street
San Bernardino, CA 92415-0061

Telephone: (909)387-4357
Fax: (909)387-3666

An Automated Terminal Coordinator (ATC) the key person chosen by his/her respective agency to serve as the coordinator with the San Bernardino County Sheriff's Department (usually the same person who serves as the CLETS Coordinator to the DOJ) on matters pertaining to CLETS Agreements with the Sheriff's Department, CAD/RMS connections to the message switch, maintenance of the users database, as well as all other matters pertaining to the use of; CLETS, NCIC, NLETS, and the DOJ criminal justice data bases.

The ATC should be familiar with all aspects of the aforementioned items. The liaison's primary responsibilities include:

Administration/Record Keeping

- Coordinate and/or respond to CLETS related correspondence.
- Notify the Sheriff's Department of any changes in address, phone number, agency representatives, Agreements, CAD/RMS connections, and other information pertaining to your agency.
- On a quarterly basis, ensure the accuracy of CLETS user security files within your agency, deleting/disabling users who are no longer employed. Report this information to the Sheriff's Department coordinator if you have a direct connection using their terminals.
- Ensure Management Control, Interagency Agreements, or Release of CLETS Information Agreements are on file and kept current with the signature of new agency heads, if applicable.
- Maintain a copy of all contractual agreements.

Policy

- Ensure compliance with CLETS, CJIS, NCIC, and NLETS policies and regulations.
- Ensure CLETS terminals, equipment, and messages are secure from unauthorized access.

System

- Maintain and have available a current system diagram.
- Maintain and have available a list of all Sheriff's Department CLETS terminal locations within the agency, identifying the location, ORI, and mnemonic assigned to the terminal.
- Coordinate any terminal access level changes, requests for additional CLETS mnemonics, and applications for upgrading service.

Training

- Advise terminal operators within your agency of the formats used on Sheriff's Department terminals within your agency.
- Determine the need to coordinate CLETS related training

SIGNATURE: _____ **DATE** _____

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

SCHEDULE 'A'

**SAN BERNARDINO COUNTY
FIRE DEPARTMENT - FIRE PREVENTION UNIT**

FY2020-21*

**COST SCHEDULE
CHARGES FOR SHERIFF'S AUTOMATED SYSTEMS**

CLETS ANNUAL MAINTENANCE & SUPPORT COSTS:	<u>Annual Cost</u>
<u>Service</u>	
CLETS Teleprocessing Support/Maintenance Costs (\$50/Month)	\$600
CLETS Terminal Browser Access (\$10.50/Month/Terminal) (Terminal IDs - TBD)	\$126.00
CLETS Transactions Cost (2019 data)	<u>\$0.00</u>
CLETS ANNUAL MAINTENANCE & SUPPORT COSTS:	<u>\$726</u>
<u>QUARTERLY PAYMENT IN ARREARS FOR CLETS:</u>	\$181.50

* The rates on this page are for the fiscal year 2020-21 only and will be adjusted each fiscal year.