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

Contract Number

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Agency	AGENCY NAME
Agency Representative	
Telephone Number	
Contract Term	xx/xx/2026 through 06/30/2029
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	4430001000
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, San Bernardino County (County), by and through its included Sheriff/Coroner/Public Administrator (Sheriff), provides dispatch services (Services) throughout the territorial boundaries of the County; and

WHEREAS, «AgencyName» (Agency) desires to enter into an agreement with the County for Services within the territorial boundaries of the Agency (Agreement);

NOW, THEREFORE, the County and Agency mutually agree to the following terms and conditions:

A. SCOPE OF SERVICES

The County, by and through the Sheriff, shall provide Services for the Agency during the term of this Agreement.

A.1 The Services to be provided by County to Agency shall include:

- **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 Services shall be provided by the Sheriff for the Agency between XX and XX hours, Monday through Sunday, and on a twenty-four (24) hours per day basis for ### of Agency's staff on the following holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. Agency shall provide a schedule for planned special operational events. Any training in radio operations and procedures for the Agency personnel will be provided by the Sheriff and compensated at the overtime rate. The training hours and frequency of training will be at the discretion of the Sheriff.

A.3 The Sheriff's representative(s) shall attend Agency meetings, when practicable, and such other meetings as necessary in carrying out Services under this Agreement.

A.4 The Services provided by the County 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, stationery, notices, forms, and the like are to be issued in the name of the Agency and approved by the Sheriff, the same shall be supplied by the Agency 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 staff shall be determined by the Sheriff at his sole discretion. The responsibility of the Sheriff and the County to Agency shall be to provide, as an independent contracting agency, Services at the level contracted for, and the Agency 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 the County in the performance of the Services and functions to be provided to the Agency shall be employees of the County, and no County employees shall be entitled to Agency's pension, civil service, or other status or right.

B.3 Agency shall have the right, at any time and from time to time, during the term of this Agreement to request a higher level of Services and, within a reasonable time after such request, the County shall provide any additional personnel required to provide the additional Services requested. Adjustments to the cost of Services may be necessary to accommodate the higher level of Services requested.

B.4 To facilitate the performance of Services by the County, the Agency and its officers, agents, and employees shall give their full cooperation and assistance within the scope of the duties and responsibilities.

B.5 The Sheriff shall designate a representative to work directly with the Agency. The Sheriff's representative shall make reports, as deemed appropriate by the Sheriff, with respect to Services provided to the Agency. If the Agency utilizes the Services as their primary dispatching source, the County will generate records of the Agency's dispatching activities.

C. TERM OF AGREEMENT

The term of this Agreement shall be from XXXX XX, 2026 to June 30, 2029.

D. TERMINATION FOR CONVENIENCE

This Agreement may be terminated at any time with or without cause by either party 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.

E. FISCAL PROVISIONS

E.1 Agency shall pay the Sheriff the sum of money listed in Schedule A attached hereto and incorporated herein by this reference. The Sheriff shall invoice Agency for the cost of Services quarterly in arrears, plus overtime, if any. Any special operation dispatch request should be submitted to the Sheriff's Communications Division management team for approval. The Sheriff shall submit a quarterly invoice, including any overtime generated during the previous quarter for hours of service outside of this Agreement, as outlined in the Scope of Services section. Payment shall be due within forty-five (45) days from the date of each invoice.

E.2 The Sheriff shall have the right to adjust the rates for Services 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 any increased costs. The Sheriff shall provide notice to Agency of pending rate change(s) by providing Agency with a revised Schedule A, which shall be signed by Agency and returned to the Sheriff.

E.3 If a change in Service level is requested or required during the fiscal year, the Sheriff shall provide a revised Schedule A, incorporating such changes, which shall be signed by Agency and returned to the Sheriff. Agency's subsequent invoice(s) shall be adjusted in accordance with the rate change(s).

E.4 The County reserves the right to reduce the level of Services resulting from labor relations actions. Agency's obligation to pay the County shall be reduced accordingly for Services not performed for that reason.

E.5 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Agency shall not require employees or subcontractors of Agency seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. To the extent Agency has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Agency shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Agency shall include this clause in all subcontracts.

E.6 Use of Biobased Products (FAR 52.223-1)
Agency certifies that to the extent biobased products are purchased using Agreement funds, Agency shall comply with Federal Acquisition Regulation 52.223-1.

E.7 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)
To the extent applicable, Agency agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

F.1 Indemnification
Agency 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 claims, actions, losses, damages, and/or liability arising out of the 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. Agency'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.2 Self-Insurance
Agency and County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation and warrant that through their respective programs 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.

F.3 Waiver of Subrogation Rights
Agency 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 Agency and Agency's employees or agents from waiving the right of subrogation prior to a loss or claim. Agency hereby waives all rights of subrogation against the County.

F.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.

G. 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/Coroner/Public Administrator Attn: Bureau of Administration – Contracts & Procurement 655 East Third Street San Bernardino, CA 92415	«AgencyName» «AgencyName2» «Address» «City», «State» «PostalCode»

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

H. COUNTY REPRESENTATIVE

The Sheriff, or designee, shall represent the County in all matters concerning this Agreement, including termination and assignment of the Agreement, and shall be the final authority in all matters pertaining to the Agreement.

I. AGREEMENT AUTHORIZATION

Agency warrants and represents that the individual signing this Agreement is a properly authorized representative of Agency and has the full power and authority to enter into this Agreement on Agency's behalf.

J. ENTIRE AGREEMENT

This Agreement, including all exhibits and other documents attached hereto and incorporated herein 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 the Agreement not expressly set forth herein are of no force or effect. The 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. Each party has carefully read the Agreement and signs the same of its own free will.

K. ELECTRONIC SIGNATURES

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.

IN WITNESS WHEREOF, San Bernardino County and the Agency have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Sheriff/Coroner/Public Administrator Authorized Signature

Dated: _____

«AgencyName»
(Print or type name of corporation, company, Agency, etc.)

By ►
(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address «Address»

«City», «State» «PostalCode»

County Radio Contract Number:

CLETS Access Contract Number **or**
ROI Approval Letter from CLETS and DOJ:

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Grace B. Parsons, Deputy County Counsel		Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Date _____	Date _____	Date _____

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

SCHEDULE A

AGENCY NAME
EMERGENCY DISPATCH SERVICES
FY 2026-27 *

ANNUAL SERVICE FEE

Salary and Benefits:

XX	-	Dispatcher (XX x XX FTE)	XXXX
		Indirect Costs	XXXX
		ANNUAL COST:	XXXX

QUARTERLY PAYMENT: **XXXX**

OVERTIME

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

* The fees on this Schedule are for fiscal year 2026-27 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

The following requirements selected by checkmark shall be met by the Agency 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 the 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 the 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

Agency shall identify their Automated Terminal Coordinator. The designee shall be responsible for the agency's CLETS certification (NexTest), and shall provide the Sheriff with verification of the certification. The contractor shall immediately notify the Sheriff of employees who have separated or are pending administrative action that would restrict CLETS access.

San Bernardino County Sheriff's Department

EXHIBIT B

NOTICE OF CONFIDENTIALITY OF SHERIFF'S DEPARTMENT INFORMATION FOR NON-LAW ENFORCEMENT AGENCIES

As an Agency contracting with the Sheriff's Department, Agency 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 the Sheriff's Department policies and procedures. To ensure Agency personnel are compliant with the law and the Sheriff's Department policies and procedures, they shall adhere to the following:

1. Agency 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. Agency shall not use any information derived from any of the Sheriff's Department's sources or records for personal gain or use, except as authorized by law or the Sheriff's Department policies and procedures.
3. Agency 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 Sheriff's Department policies and procedures.
4. Agency shall not disclose to anyone the fact or the nature of any investigation, except as provided by law or Sheriff's Department policies and procedures.
5. Agency shall not give any unauthorized person any information concerning the location of records, weapons, ammunition, the number of Sheriff's deputies on duty, shift assignments, 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 Agency 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 Agency to disciplinary action and possible revocation of access.
7. Penal Code section 11142, relating to the unlawful furnishing of State Summary Criminal History Information, provides: "Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person who is not authorized by law to receive the record or information is guilty of a misdemeanor."

   Penal Code section 13302, relating to the unlawful furnishing of Local Summary Criminal History Information, provides, in relevant part: "An employee 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 Sheriff's 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 the 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: _____