MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN BERNARDINO COUNTY SHERIFF/CORONER/PUBLIC ADMINISTRATOR AND
THE SAN BERNARDINO COUNTY «AgencyName»
2026-29

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, the San Bernardino County «AgencyName» (ACRONYM) desires to enter into a Memorandum of Understanding (MOU) with the Sheriff for Services within the territorial boundaries of the County;

WHEREAS, the Sheriff and (ACRONYM) are both Departments of the County;

NOW, THEREFORE, the Sheriff and (ACRONYM) mutually agree to the following terms and conditions:

A. SCOPE OF SERVICES

The Sheriff shall provide Services for (ACRONYM) during the term of this MOU.

A.1 The Services to be provided by the Sheriff for (ACRONYM) 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 (ACRONYM) between XX and XX hours, Monday through Sunday, and on a twenty-four (24) hours per day basis for ### of (ACRONYM)'s staff on the following holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. (ACRONYM) shall provide a schedule for planned special operational events. Any training in radio operations and procedures for (ACRONYM) 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 (ACRONYM) meetings, when practicable, and such other meetings as necessary in carrying out Services under this MOU.

A.4 The Services provided by the Sheriff shall include all equipment (including repairs thereto or depreciation thereon), supplies, communications, administration, labor, vacation and sick leave, any Sheriff 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 MOU. Notwithstanding the foregoing, in all instances where special supplies, stationery, notices, forms, and the like are to be issued in the name of (ACRONYM) and approved by the Sheriff, the same shall be supplied by (ACRONYM) 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 to (ACRONYM) shall be to provide effective dispatching at the level contracted for, and (ACRONYM) shall not have the right to determine or direct the manner or means of the performance.

B.2 (ACRONYM) shall have the right, at any time and from time to time, during the term of this MOU to request a higher level of Services and, within a reasonable time after any such request the Sheriff 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.3 To facilitate the performance of Services hereunder by the Sheriff, (ACRONYM) and its officers, agents, and employees shall each give their full cooperation and assistance within their scope of the duties and responsibilities.

B.4 The Sheriff shall designate a representative to work directly with (ACRONYM). The Sheriff's representative shall make reports, as deemed appropriate by the Sheriff, with respect to the Services provided to (ACRONYM). If (ACRONYM) utilizes the Services as their primary dispatching source, the Sheriff will generate records of (ACRONYM)'s dispatch activities.

C. TERM OF AGREEMENT

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

D. TERMINATION FOR CONVENIENCE

This MOU 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 (ACRONYM) shall pay the Sheriff the sum of money listed in Schedule A, attached hereto and incorporated herein by this reference. The Sheriff shall invoice (ACRONYM) 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 MOU, as outlined in the Scope of Services section. (ACRONYM) shall submit a Department Journal Entry (ZJ) for the amount billed, payable to: Cost Center – 4430001000 General Ledger Account – 40709800. 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 (ACRONYM) of pending rate change(s) by providing (ACRONYM) with a revised Schedule A, which shall be signed by (ACRONYM) 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 (ACRONYM) and returned to the Sheriff. (ACRONYM)'s subsequent invoice(s) shall be adjusted in accordance with the rate change(s).

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

F. 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	«AgencyName»
Bureau of Administration – Contracts Unit	«AgencyName2»
655 East Third Street	«Address»
San Bernardino, CA 92415-0061	«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.

G. AUTHORITY

The Sheriff 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.

H. ENTIRE AGREEMENT

This MOU, including all exhibits and other documents incorporated herein, 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 MOU not expressly set forth herein are of no force or effect. This MOU 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 MOU and signs the same of its own free will.

I. ELECTRONIC SIGNATURES

This MOU 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (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 MOU upon request.

IN WITNESS WHEREOF, the Sheriff and (ACRONYM) have each caused this MOU 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, contractor, 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»

Approved as to Legal Form

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

Title _____
(Print or Type)

Dated: _____

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 (ACRONYM) 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
- ☐ (ACRONYM) 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

(ACRONYM) 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.