

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



Contract Number

20-327

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative
Telephone Number

John Ades, Captain
(909) 387-0640

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

The County of Riverside
Lt. Mark Rigali
951-955-2740
July 1, 2020 to June 30, 2030

7080008692/7080008838/7080008839

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, pursuant to Penal Code Section 11112.4, the County of San Bernardino ("San Bernardino") and the County of Riverside ("Riverside"), each "a County" and collectively "the Counties", have formed a regional partnership for the formation of a Remote Access Network (RAN) to participate in the State's California Identification System (CAL-ID), which is an automated system maintained by the Department of Justice for retaining fingerprint files and identifying latent fingerprints; and

WHEREAS, the Counties of Riverside and San Bernardino have formed the required regional and local Remote Access Network (RAN) Boards;

WHEREAS, the Counties of Riverside and San Bernardino have elected to extend their cooperative agreement and authority of the RAN Board(s) to include cost sharing of the San Bernardino County Sheriff/Coroner/Public Administrator Department Crime Laboratory DNA Unit (hereinafter referred to as DNA Unit) and other anticipated identification systems (i.e. facial recognition, optical scan, etc.) in the future; and

WHEREAS, the Counties of Riverside and San Bernardino desire to enter into an agreement setting forth their obligations and responsibilities with respect to cooperative implementation and operation of CAL-ID, other identification systems and the DNA Unit (hereinafter jointly referred to as Regional Identification Systems).

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

I. SCOPE OF WORK

- A.** Riverside and San Bernardino each agree to be responsible for a percentage of the cost of implementing, maintaining, and operating the Regional Identification Systems. The Regional RAN Board will determine the allocation percentage based upon each County's use of the systems. Each County shall be responsible for payment of costs and operation of its local subsystem. It shall be the responsibility of each County to enter into any needed fee agreements for the Regional Identification Systems and its local subsystem costs with the cities within their respective Counties who desire to participate in these programs.
- B.** Riverside and San Bernardino shall each adopt any resolution required by the California Department of Justice obligating their respective shares of local funding for the cost of equipment purchases for the Regional Identification Systems and its local subsystems.
- C.** Riverside and San Bernardino shall enter into separate agreements with authorized Biometric Contractor(s) as necessary for implementation and maintenance of the Regional Identification Systems. Each County will be responsible for implementation and maintenance of the local subsystem for its County.
- D.** San Bernardino County's Information Services Department shall provide the technical support and operational management of the Regional Systems which may be located in a facility of said Information Services Department. Charges for Information Services Department support will be billed to the San Bernardino County Sheriff/Coroner/Public Administrator Department (San Bernardino Sheriff's Department) and will be paid out of the Regional fund. The staffing and costs for the CAL-ID Regional Systems shall be consistent with the budget approved by the Regional RAN Board and the parties to this Contract. The Sheriffs of the parties of this Contract shall be responsible for managing the local subsystems consistent with directions of the applicable local RAN Board and technical requirements of the Regional Identification Systems.
- E.** The parties to this Contract shall pay their percentage of the costs of the Regional Identification Systems annually on or before August 1st of each year or fifteen days after approval of its County budget, whichever is later. Such payments shall be made to San Bernardino Sheriff's Department. Funds to support the Regional Identification System shall be placed in an interest-bearing trust account and the interest earned on such funds shall be applied for the benefit of the Regional Identification Systems.
- F.** The Regional RAN Board shall review and make determinations concerning any requests for direct access to the Regional Identification Systems. Any agency obtaining direct access to the Regional Identification Systems shall be required to pay such costs as agreed to between Riverside and San Bernardino.
- G.** Any alterations from the original configuration of the Regional Identification Systems which impacts the cost of operation of the Regional Identification Systems shall result in a review of costs and negotiation of possible changes to the cost sharing formula set forth in this Contract.
- H.** The Regional RAN Board shall adopt an annual budget for the Regional Identification Systems which shall be subject to review and approval by the Board of Supervisors of Riverside and San Bernardino counties. Upon Board of Supervisors approval of the annual RAN budget, the San Bernardino Sheriff's Department will prepare necessary documentation to transfer these funds from the trust account into the agency fund accounts after June 30. The San Bernardino Sheriff's Department will transfer any mid-year adjustments upon San Bernardino County Board of Supervisors approval. The Regional Identification Systems shall be operated pursuant to all applicable legal requirements and directions of the Regional RAN Board.

- I. Any amendments to this Contract shall be in writing and approved by the parties before becoming effective.

II. TERM AND TERMINATION

- A. The term of this Contract is from July 1, 2020 through June 30, 2030. Either party may terminate this Contract by giving notice of termination to the other party on or before February 1 of any year to terminate this Contract as of the subsequent July 1. If San Bernardino terminates this Contract, San Bernardino shall pay fifty percent (50%) of the costs of relocating the Regional Identification Systems equipment to Riverside. If this Contract is terminated by other than mutual agreement, the terminating party shall relinquish all interest in the Regional Identification Systems.

III. NOTICES

- A. All notices required to be given under this Contract shall be delivered to the other parties by registered or certified mail, postage prepaid to the Sheriffs of the parties to this Contract. The addresses of the parties hereto, until further notice, are as follows:

RIVERSIDE:

Riverside County Sheriff's Department
Cal-ID Unit
4095 Lemon Street
Riverside, CA 92501

SAN BERNARDINO:

San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
655 East Third Street
San Bernardino, CA 92415-0061

IV. GENERAL TERMS AND CONDITIONS

- A. All right, title, and interest in the Regional Identification Systems shall remain with the parties to this Contract who shall have equal shares in said property except as provided by the provisions of Section II of this Contract.
- B. Riverside shall have the right upon reasonable notice to review the records applicable to the Regional Identification Systems. Budget updates will be presented by the Regional RAN Board at all RAN Board meetings.

V. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION.** RIVERSIDE agrees to indemnify and hold harmless SAN BERNARDINO, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of Riverside in connection with this Contract.

SAN BERNARDINO agrees to indemnify and hold harmless RIVERSIDE, from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of SAN BERNARDINO, its officers, employees, agents, and volunteers in connection with this Contract.

In the event that SAN BERNARDINO and/or RIVERSIDE is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the contract, SAN BERNARDINO and/or RIVERSIDE shall indemnify the other to the extent of its comparative fault.

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

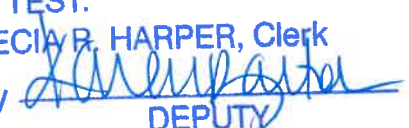
- B. INSURANCE.** Both Riverside and San Bernardino are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. Each County warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of its performance of this Contract.

VI. FULL UNDERSTANDING

- A.** This Contract represents the full and complete understanding of the parties with respect to the subject matter hereto, this contract supersedes Contract Number 90-449 and all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

ATTEST:

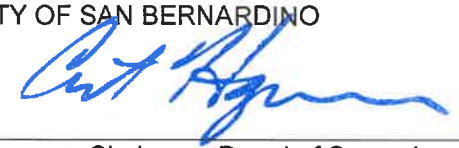
KECIA R. HARPER, Clerk

By  DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  3/11/2020
SUSANNA N. OH DATE

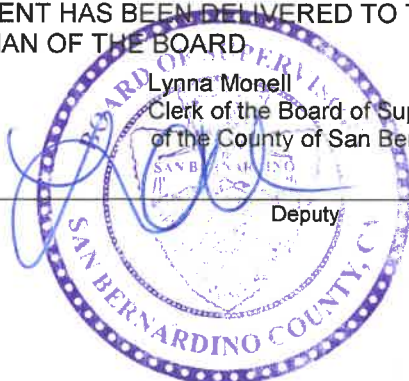
COUNTY OF SAN BERNARDINO

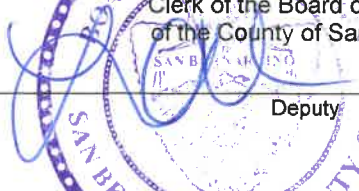

Curt Hagman, Chairman, Board of Supervisors

Dated:

JUN 02 2020

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

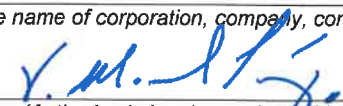

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By  Deputy

COUNTY OF RIVERSIDE

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

By


(Authorized signature - sign in blue ink)

Name

V. Manuel Perez

(Print or type name of person signing contract)

Title

Chairman, Board of Supervisors

(Print or Type)

Dated:

April 7, 2020

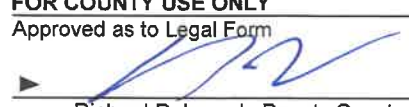
Address

4080 Lemon Street

Riverside, CA 92501

FOR COUNTY USE ONLY

Approved as to Legal Form


Richard D. Luczak, Deputy County Counsel

Date

3/12/2020

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



John Ades, Captain

Date

3/12/2020