

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



Contract Number

20-340

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

City of Montclair
Javier John Dutrey, Mayor
909-625-9400
July 1, 2020 to June 30, 2030

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, a region encompassing the areas of the Counties of Riverside and San Bernardino (county service area) has been formed for implementation and operation of Identification Systems; and

WHEREAS, the costs of the Regional System will be allocated to the users within the aforesaid Counties based upon an agreed percentage for the San Bernardino County area and for the Riverside County area; and

WHEREAS, there will be costs for implementation, operation, and maintenance of a local subsystem within San Bernardino County (hereinafter referred to as COUNTY); and

WHEREAS, in accordance with California Penal Code Section 11112.4, a local Remote Access Network (RAN) Board has been established for the area of San Bernardino County comprised of the following members: A member of the Board of Supervisors, the Sheriff/Coroner/Public Administrator (Sheriff), the District Attorney, the Chief of Police of the CAL-ID Member City having the largest number of sworn personnel, a Chief of Police selected by all other police chiefs within the County, a mayor selected by the City selection committee established pursuant to Government Code Section 50270 and a member-at-large chosen by the other members; and

WHEREAS, the County of San Bernardino and CITY desire to enter into an agreement for the implementation and operation of all Biometric Identification Systems and DNA Services for the benefits of the citizens of their jurisdictions;

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

I. SCOPE OF WORK

- A.** CITY agrees to be users of the Identification Systems and DNA Services established for the county service areas. CITY's use of the system under this agreement shall be through the local subsystems for the San Bernardino County area.
- B.** The Regional RAN Board shall approve procedures and policies for operation and use of the Regional Identification Systems. The local RAN Board shall approve such policies and procedures for the local subsystems for the San Bernardino County area. The Sheriff of the COUNTY shall be responsible for managing and operating the local subsystems within the COUNTY consistent with directions of the local RAN Board. All such procedures and policies shall be consistent with the technical requirements of the Regional Systems.
- C.** The Sheriff's Department shall invoice, and the CITY agrees to pay, annual fees charged for participation in these Identification Systems based upon a per capita fee established by the RAN Board and multiplied by the most recent State of California Department of Finance Population Estimates.
- D.** CITY shall pay to the Sheriff's Department of COUNTY within thirty (30) days of entering into this agreement its fees assessed under this agreement. CITY shall pay its annual fee by August 1st or fifteen (15) days after approval of CITY's budget, whichever is later. Payments under this agreement shall be placed in an interest bearing trust account and the interest earned on such funds shall be applied for expenses of the Identification Systems. Any revenue generated in excess of expenses will be retained to fund equipment replacement, upgrade and expansion, and personnel costs.
- E.** Any amendments to this agreement shall be in writing and approved by the parties before becoming effective.

II. TERM AND TERMINATION

- A.** The term of this agreement shall commence upon execution by both parties and shall continue through June 30, 2030. Either party may terminate this agreement by giving notice of termination to the other party on or before July 1 of any year to terminate this agreement as of the subsequent July 1. Any nonmember party that would like to utilize the Identification System must notify and be approved by the local RAN Board before July 1 of any year to enter this agreement as of the subsequent July 1.

III. NOTICES

- A.** All notices required to be given under this agreement shall be delivered to the other parties by registered or certified mail, postage prepaid to the City Clerk or San Bernardino County Sheriff as applicable. The addresses of the parties hereto, until further notice, are as follows:

CONTRACTOR: City of Montclair
Javier John Dutrey, Mayor
5111 Benito Street
Montclair, CA 91763

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

IV. GENERAL TERMS AND CONDITIONS

- A. Following approval of the budget for the local subsystems for the San Bernardino County area, COUNTY's Sheriff shall fiscally manage the funds and expenditures of the Identification Systems and establish a separately identifiable account for fees assessed pursuant to the terms of this agreement.
- B. Any user of the systems which is allowed to enter into program participation may be required to pay its fair share of the start-up, implementation, and equipment costs prior to participation in the Systems. Any such new users may be subject to additional assessments as recommended by the local RAN Board.
- C. Each user of the Identification Systems within the San Bernardino County area shall be required to be a party to an agreement with the COUNTY setting forth obligations and responsibilities of users so that all such users are treated consistently and fees are charged to all users based on their percentage of the population of all users within the San Bernardino County area of the Regional Systems.
- D. Any disputes over charges under this agreement will be resolved by the local RAN Board for the San Bernardino County area consistent with the terms of this agreement.

V. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION.** CITY agrees to indemnify and hold harmless SAN BERNARDINO COUNTY, 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 CITY in connection with this agreement.

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

In the event that SAN BERNARDINO COUNTY and/or CITY 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 COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault.

- B. **INSURANCE.** Both CITY and COUNTY are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. CITY and COUNTY warrant that through their program of self-insurance, they have adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of CITY and COUNTY's performance pursuant to this agreement.

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 90-1318 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.

COUNTY OF SAN BERNARDINO

▶ *Curt Hagman*
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

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

By *[Signature]*
Deputy



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

By ▶ *[Signature]*
(Authorized signature sign in blue ink)

Name Javier John Dutrey
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

ATTEST: *[Signature]*

Dated: Andrea M. Phillips, City Clerk 3/16/2020

Address 5111 Benito Street
Montclair, CA 91763

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ *[Signature]*
Richard D. Luczak, Deputy County Counsel
Date 3/13/2020

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
▶ *[Signature]*
John Ades, Captain
Date 3/3/2020