



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		<b>SC</b>	Dept. SHR	<b>A</b>	Contract Number	
<input type="checkbox"/> Change							
<input type="checkbox"/> Cancel							
ePro Vendor Number					ePro Contract Number		
County Department SHERIFF/CORONER/PA				Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative STEVE HIGGINS				Telephone (909) 387-0640		Total Contract Amount \$32,496	
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date 07/01/14	Contract End Date 06/30/17	Original Amount \$32,496	Amendment Amount		
Fund AAA	Dept. SHR	Organization SHR	Appr. 200	Obj/Rev Source 9800	GRC/PROJ/JOB No. DISPATCH	Amount \$32,496	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Project Name Dispatch Services 2014-17			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount
			2014-15	\$32,496			
Contract Type 1							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name  
BNSF Railway Company hereinafter called CONTRACTOR

2500 Lou Menk Drive

Fort Worth, TX 76131-2828

Telephone Federal ID No. or Social Security No.  
(817) 352-4113

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, the COUNTY provides dispatch services throughout the geographical boundaries of the County of San Bernardino; AND

WHEREAS, the CONTRACTOR desires to contract with the COUNTY for dispatch services within the territorial boundaries of the CONTRACTOR;

NOW, THEREFORE, the parties agree as follows:

**A. SCOPE OF SERVICES**

COUNTY, through the San Bernardino County Sheriff's Department (hereinafter referred to as "SHERIFF"), shall provide emergency dispatching for the CONTRACTOR during the term of this contract. The emergency dispatch services to be provided by COUNTY to CONTRACTOR hereunder shall include:

A.1 Dispatch services provided by SHERIFF for the CONTRACTOR as follows:

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

- 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, MetroScan computer, 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** Emergency dispatch services provided by SHERIFF for the CONTRACTOR on a twenty-four (24) hour per day basis. Any dispatching services provided outside of standard operations requiring additional resources will be compensated at the overtime rate. CONTRACTOR shall provide a schedule for planned special operational events.

**A.3** Attendance by SHERIFF's representative at meetings of the CONTRACTOR and such other meeting as necessary in carrying out services under this contract.

**A.4** The services provided by the COUNTY hereunder shall include all equipment (including repairs hereto 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 contract. Notwithstanding the foregoing, in all instances where special supplies, stationary, notices, forms, and the like are to be issued in the name of the CONTRACTOR and approved by the SHERIFF, the same shall be supplied by the CONTRACTOR 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 hereunder shall be determined by the SHERIFF at his sole discretion. The responsibility of SHERIFF and of COUNTY to CONTRACTOR hereunder shall be to provide, as an independent contracting agency, effective dispatching at the level herein contracted for, and the CONTRACTOR 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 COUNTY in the performance of the services and functions to be provided to the CONTRACTOR hereunder, shall be employees of the COUNTY, and no COUNTY employees shall be entitled to CONTRACTOR's pension, civil service, or other status or right.

**B.3** CONTRACTOR shall have the right, at any time and from time to time, during the term of this contract to request a higher level of dispatching than that herein contracted for, and within a reasonable time after such requests, COUNTY shall provide such additional personnel as may be required to prove such additional dispatching services.

**B.4** To facilitate the performance of services hereunder by COUNTY; the CONTRACTOR, its officers, agents, and employees shall give their full cooperation and assistance within the scope of the duties and responsibilities of such officers, agents, and employees.

**B.5** SHERIFF shall designate a representative to work directly with and provide liaison with the CONTRACTOR. The SHERIFF's representative shall make reports as may be appropriate as determined by the SHERIFF, with respect to dispatching services provided to CONTRACTOR.

**C. TERM AND TERMINATION**

The term of this contract shall be for a period of three years beginning July 1, 2014 and ending on June 30, 2017. Notwithstanding the foregoing, this contract may be terminated at any time with or without cause by CONTRACTOR or by SHERIFF 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.

**D. FISCAL PROVISIONS**

**D.1** In consideration for COUNTY's furnishing and performance of the services provided herein, CONTRACTOR shall pay to COUNTY the sum as per Schedule "A", attached hereto and incorporated by reference, per year, payable in quarterly installments, plus overtime, if any. COUNTY shall submit a quarterly invoice including any overtime generated during the previous quarter for hours of service outside of this contract, outlined in the Scope of Services provision.

**D.2** COUNTY shall have the right to negotiate the rate charged for services performed under this contract at the end of each fiscal year for the ensuing fiscal year. Said rate is subject to adjustment to reflect the actual cost and/or for any salary increases or fringe benefits which may be granted by the County Board of Supervisors.

**D.3** COUNTY reserves the right to reduce the level of dispatching services resulting from labor relations actions and CONTRACTOR's obligation to pay COUNTY shall be reduced for services not performed for that reason.

**E. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**E.1 Indemnification**

The CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract 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. The CONTRACTOR'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.

**E.2 Insurance**

The CONTRACTOR is insured under Burlington Northern Santa Fe Corporation's Excess Property and Liability Policies. The self-insured retention is in keeping with its net worth and cash flows and is consistent with that of other corporations of similar operations and size. Adequate reserves are maintained for claims within the retention.

**F. NOTICES**

All written notices provided for in this Contract 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  
P.O. Box 569  
San Bernardino, CA 92402-0569

BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, TX 76131-2828

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

**H. ENTIRE AGREEMENT**

This Contract, consisting of four (4) pages and Schedule A, is attached hereto and incorporated 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 this Contract not expressly set forth herein are of no force or effect. This Contract 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 this Contract and signs the same of its own free will. Any amendment to this contract shall be in writing signed by both parties.

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

COUNTY OF SAN BERNARDINO

\_\_\_\_\_  
▶ Janice Rutherford, Chair, Board of Supervisors

Dated: \_\_\_\_\_

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

Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

BNSF Railway Company  
*(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 2500 Lou Menk Drive  
Fort Worth, TX 76131-2828

Approved as to Legal Form  
\_\_\_\_\_  
▶ County Counsel, by Steven Singley, Deputy  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
\_\_\_\_\_  
▶  
Date \_\_\_\_\_

Presented to BOS for Signature  
\_\_\_\_\_  
▶ Department Head  
Date \_\_\_\_\_

**SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT**

**SCHEDULE A**

**DISPATCH SERVICES  
BNSF RAILWAY COMPANY  
FY 2014-15**

**ANNUAL SERVICE FEE**

Salary and Benefits:

0.25 - Dispatcher (\$91,525 x 25%) \$22,881 \*

County Indirect Cost: \$9,615

**ANNUAL COST:**

\$32,496
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**QUARTERLY PAYMENT:** **\$9,124**

**OVERTIME**

Overtime will be billed in arrears at a rate of \$42.19 per hour \*

\* Subject to Memorandum of Understanding changes approved by the County Board of Supervisors