



FOR COUNTY USE ONLY

County of San Bernardino
F A S
STANDARD CONTRACT

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A		Contract Number		
<input type="checkbox"/> Change				SHR			14.663		
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
County Department				Dept.	Orgn.		Contractor's License No.		
SHERIFF/CORONER/PA									
County Department Contract Representative				Telephone		Total Contract Amount			
STEVE HIGGINS				(909) 387-0640		\$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	Contract End Date	Original Amount	Amendment Amount			
			07/01/14	06/30/17	\$32,496				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount			
AAA	SHR	SHR	200	9800	DISPATCH	\$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				Estimated Payment Total by Fiscal Year					
Dispatch Services 2014-17				FY	Amount	I/D	FY	Amount	I/D
				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 (817) 352-4113 Federal ID No. or Social Security No. _____

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 provide 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

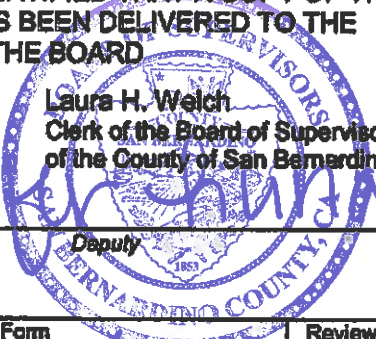
Janice Rutherford
Janice Rutherford, Chair, Board of Supervisors

Dated: JUL 08 2014

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 Janni [Signature]
Deputy



BNSF Railway Company

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

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

Name Andr Manthei
(Print or type name of person signing contract)

Title Director SS&S
(Print or Type)

Dated: 6-23-14

Address 2500 Lou Menk Drive
Fort Worth, TX 76131-2828

Approved as to Legal Form
County Counsel, by Steven Singley, Deputy
Date 7/23/14

Reviewed by Contract Compliance
Date _____

Presented to BOS for Signature
Department Head [Signature]
Date 7/1/14

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**

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

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

July 8, 2014

**FROM: JOHN McMAHON, Sheriff/Coroner/Public Administrator
Sheriff/Coroner/Public Administrator**

SUBJECT: REVENUE AGREEMENTS FOR EMERGENCY DISPATCH SERVICES

RECOMMENDATION(S)

Approve revenue agreements with the following four agencies for emergency dispatch services provided by the Sheriff/Coroner/Public Administrator, for a total of \$84,491, for a three-year term July 1, 2014 through June 30, 2017.

- a. BNSF Railway Company in the amount of \$32,496 for (FY) 2014-15.
Agreement No.14-663
- b. Hesperia Unified School District in the amount of \$19,498 for FY 2014-15.
Agreement No.14-664
- c. San Bernardino Community College District in the amount of \$19,498 for FY 2014-15.
Agreement No.14-665
- d. Snowline Joint Unified School District in the amount of \$12,999 for FY 2014-15.
Agreement No.14-666

(Presenter: Steve Higgins, Captain, 387-0640)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Maintain Public Safety.

FINANCIAL IMPACT

This item will not result in the need for additional Discretionary General Funding (Net County Cost). The annual revenue generated from these agreements for 2014-15, in the estimated amount of \$84,491, includes full recovery of both the direct and indirect costs of providing this service and was included in the Sheriff Department's 2014-15 budget.

BACKGROUND INFORMATION

The Sheriff's Department (Department) provides dispatch services to these local area entities for emergencies and non-emergencies. The Department provides this service using existing personnel and equipment with minimal operational impact. These contracts provide for annual review of the fee schedule to ensure proper cost recovery to the Department.

On November 1, 2011 (Item 42), the Board of Supervisors approved three-year renewal contracts with Hesperia Unified School District, San Bernardino Community College District and Snowline Joint Unified School District to provide dispatch service for the contract term of July 1, 2011

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cc: Sheriff-Higgins w/ agrees
Contractor c/o Sheriff w/ agree
ATC-Accts Pay Mgr w/ agrees
EBIX-BPO c/o Risk Mgmt
Sheriff-McMahon
CAO-Erickson
File - w/ agree
jll 07/16/14

ITEM 53

Record of Action of the Board of Supervisors
APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	AYE	AYE	SECOND	MOVE	AYE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: July 08, 2014

REVENUE AGREEMENTS FOR EMERGENCY DISPATCH SERVICES

JULY 8, 2014

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through June 30, 2014. On December 13, 2011 (Item 52), the Board approved a three-year renewal contract with BNSF Railway Company to provide dispatch service for the contract term of July 1, 2011 through June 30, 2014. These contracts were reviewed annually to revise the fee schedule to ensure proper cost recovery to the County and were amended each year of the contract period. The proposed three-year renewal contracts with these four contractors are for the period July 1, 2014 through June 30, 2017. As in the past, these contracts will be reviewed annually to revise the fee schedule, if necessary, to ensure proper cost recovery to the County. Under the terms of the proposed contracts, either party may terminate with ninety (90) days advance written notice. These contracts signed by the agencies were received by the Department at the end of June 2014 and are now being presented to the Board of Supervisors at the first available meeting following the review process.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Steven J. Singley, Deputy County Counsel, 387-5455) on April 23, 2014; Finance (Matthew Erickson, Principal Administrative Analyst, 387-3937) on June 25, 2014; and County Finance and Administration (Gary McBride, County Chief Financial Officer, 387-4599) on June 25, 2014.