

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: STANISLAUS REGIONAL 9-1-1

BOARD AGENDA# *B-3

Urgent _____ Routine X

AGENDA DATE October 9, 2001

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO X

SUBJECT:

APPROVAL OF RENEWAL OF AGREEMENT BETWEEN DEPARTMENT OF CORRECTIONS AND STANISLAUS REGIONAL 9-1-1 FOR ACCESS TO CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS).

STAFF RECOMMENDATIONS:

1. APPROVE AGREEMENT TO PROVIDE THE STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS, PAROLE AND COMMUNITY SERVICES DIVISION ACCESS TO THE CLETS SYSTEM FOR LAW ENFORCEMENT PURPOSES.
2. AUTHORIZE THE DIRECTOR OF STANISLAUS REGIONAL 9-1-1 TO SIGN AGREEMENT AND GRANT AUTHORITY TO THE DIRECTOR OF STANISLAUS REGIONAL 9-1-1 TO SIGN EXTENSIONS OR AMENDMENTS TO THE AGREEMENT.

FISCAL IMPACT: This agreement will generate a six month revenue of \$864.00. This revenue has been included in the current budget. The rate schedule includes equipment fees for two terminals, two printers, maintenance fees as well as the CLETS access fees. There is a provision that allows a one time increase in fees if costs increase.

BOARD ACTION AS FOLLOWS:

No. 2001-781

On motion of Supervisor Blom, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro
Deputy

File No.

APPROVAL OF RENEWAL OF AGREEMENT BETWEEN DEPARTMENT OF CORRECTIONS AND STANISLAUS REGIONAL 9-1-1 FOR ACCESS TO CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS).

PAGE 2

DISCUSSION: The local unit of the Parole section of the Department of Corrections wishes to reenter into an agreement with Stanislaus Regional 9-1-1 to provide the State access to the CLETS System, for law enforcement purposes, and to provide equipment necessary for the State to access computer time.

The agreement reflects a period of July 1, 2001 through December 31, 2001. There is a provision to increase maintenance contracts revenue if costs increase.

POLICY ISSUES: Board of Supervisors policy is to review agreements and contracts. The agreement is consistent with Board policy to enhance multi-jurisdictional cooperation.

STAFFING IMPACTS: There is no staffing impacts associated with these recommendations.

CONTRACT NUMBER	AM. NO.
P98.1014	1
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	
94-6000540	

THIS AGREEMENT, made and entered into this 1st day of July, 2001,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
Chief, Service Contracts Section	Department of Corrections

, hereafter called the State, and

CONTRACTOR'S NAME
STANISLAUS REGIONAL 9-1-1, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

Contract Number P98.1014, dated May 4th, 1998, to provide the California Department of Corrections, Parole and Community Services Division, Region I, Modesto and Ceres Parole Units access to the Stanislaus County Criminal Justice Information System (CJIS), the California Law Enforcement Telecommunications System (CLETS), and the National Criminal Information Center (NCIC). The contract is hereby further amended to extend the contract term, add funds, revise Attachment C (Budget Proposal), name change, and address change, effective July 1, 2001. The following paragraphs are hereby revised:



- Page 1, paragraph 2 is changed to read: The term of this agreement shall be July 1, 1998 through December 31, 2001.
- Page 1, paragraph 3 is changed in part to read: The total amount payable under this contract shall not exceed Seven Thousand Two Hundred Forty Eight Dollars and 00/100 Cents (\$7,248.00).
- Attachment C, the Budget Proposal, is revised to add the Budget Proposal effective July 1, 2001 through December 31, 2001, and is attached hereto and incorporated herein.
- Contractor's name is hereby changed to read: Stanislaus Regional 9-1-1
All references to Contractor's former name, Stanislaus County Emergency Dispatch, are hereby changed by this reference.
- Contractor's address is hereby changed to read: 3705 Oakdale Road, Modesto, CA 95357
All references to Contractor's former address P.O. Box 770 and/or 1100 H Street, Modesto, CA 95353, are hereby changed by this reference.
- Amend paragraph 5, page 4 of the General Terms and Conditions under Confidentiality of Data, to add reference to Government Code Section 11019.9.

All other terms and conditions not amended remain in full force and effect.

CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Department of Corrections	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) STANISLAUS REGIONAL 9-1-1
BY (AUTHORIZED SIGNATURE) 	BY (AUTHORIZED SIGNATURE) 
PRINTED NAME OF PERSON SIGNING GAIL TANAKA	PRINTED NAME AND TITLE OF PERSON SIGNING Jeanne Hardin, Director
TITLE Chief, Service Contracts Section	ADDRESS 3705 Oakdale Road Modesto, CA 95357 (209) 552-3900

Department of General Services
Use Only

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services approval per DGS exemption Letter #45.

By: 

Date: 10/19/01

STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE) CDC ELECTRONIC (1/94)

STANISLAUS REGIONAL 9-1-1

2

P98.1014
Amendment 1

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 864.00	PROGRAM/CATEGORY (CODE AND TITLE) 99 Support Clearing Account	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 6,384.00	(OPTIONAL USE) 3150 / 31000			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 7,248.00	ITEM 5240-001-0001(5280)	CHAPTER 106	STATUTE 2001	FISCAL YEAR 01_02
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER <i>X. Colleen C. Jensen</i>			DATE August 28, 2001	
OBJECT OF EXPENDITURE (CODE AND TITLE) 258 COMM: NOC				

STATE OF CALIFORNIA
Department of Corrections

BUDGET PROPOSAL

STANISLAUS REGIONAL 9-1-1
Contract No. P98.1014, Amendment 1

Contract Term 7/1/98 through 12/31/01

<u>EQUIPMENT</u>	<u>RATE</u>	
Two (2) Terminals	\$10.00 each x 12 months	\$240.00
Two (2) Printers	\$12.00 each x 12 months	\$288.00
<u>MAINTENANCE</u>		
Communications Center**		\$400.00
<u>ACCESS FEE</u>	\$50.00 per month per unit	\$1,200.00
		<hr/>
		\$2,128.00

Fiscal Year 98/99 Total		\$2,128.00
Fiscal Year 99/00 Total		\$2,128.00
Fiscal Year 00/01 Total		\$2,128.00
Fiscal Year 01/02	Access Fee	
July 1, 2001 to December 31, 2001	\$50.00 each x 6 months x 2 units	\$600.00
	2 terminals	
	\$10.00 each x 6 months x 2 units	\$120.00
	2 printers	
	\$12.00 each x 6 months x 2 units	\$144.00
<hr/>		
Contract Total		\$7,248.00

**The rate for on-site service, if required, is \$33.00 per hour and \$0.31 per mile.