

AGREEMENT RELATING TO THE CALIFORNIA IDENTIFICATION SYSTEMS

THIS CONTRACT is entered into by and between the COUNTY OF RIVERSIDE, hereafter called the "COUNTY", and the CITY OF INDIAN WELLS, hereafter called the "CITY".

RECITALS

WHEREAS, a region composed of the area of the Counties of Riverside and San Bernardino has been formed for implementation and operation of Identification Systems.

WHEREAS, the costs of the Regional System will be allocated to the users within the aforesaid Counties on the basis of fifty percent (50%) for the San Bernardino County area and fifty percent (50%) for the COUNTY area; and

WHEREAS, there will be costs for implementation and operation of a regional system to be located in either Riverside or San Bernardino Counties and a local subsystem to be located in COUNTY; and

WHEREAS, a local RAN Board has been established for the area of COUNTY compromised of the following members: A member of the Board of Supervisors, the Sheriff, the District Attorney, the Chief of Police of the City having the largest number of sworn personnel, a Chief of Police selected by all other police chiefs within the County and a Mayor selected by the City Selection Committee; and

WHEREAS, the COUNTY and CITY desire to enter into an agreement for the implementation and operation of Identification Systems for the benefit of the citizens of their jurisdictions;

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NOW THEREFORE, in consideration of the mutual covenants, conditions, and stipulations hereinafter set forth, the parties hereto agree as follows:

1. CITY agrees to be a user of the Identification Systems established for the areas of San Bernardino and Riverside Counties. CITY'S use of the System under this agreement shall be through the local subsystem for the COUNTY area.

2. It is agreed that the total costs applicable to the COUNTY area for the Regional System which are not paid by the State and the total costs for the local subsystem within COUNTY which are not paid by the State shall be allocated to each user within COUNTY based on the users percentage of the total population of all users within the COUNTY. The population of the COUNTY for allocating COUNTY costs based on population shall be the population of the unincorporated area of the County. The population figures used for allocating annual costs to all users shall be the most recent State of California Department of Finance Population Estimates. The costs for the Regional System shall be consistent with the budgets approved by the Regional and Local RAN Boards. The costs for the local subsystem for the COUNTY area shall be consistent with the budget approved by the local RAN Board and the Board of Supervisors of COUNTY. COUNTY shall notify CITY in writing of its share of each fiscal year's budget upon approval of local and regional budgets.

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3. The Sheriff of the COUNTY shall be responsible for managing and operating the local subsystem within the COUNTY consistent with directions of the local RAN Board. The Regional RAN Board shall approve procedures and policies for operation and use of the Regional Identification Systems and the local RAN Board shall approve such for the local subsystem for the COUNTY area. All such procedures and polices shall be consistent with the technical requirements of the Regional System.

4. CITY shall pay the Auditor-Controller of COUNTY its share of costs for the fiscal year 1990/1991, by August 1, 1990, or within fifteen (15) days after the approval of the CITY'S budget whichever is later. The CITY'S share of costs for the fiscal year 1990/1991 (July 1990, through June 30, 1991) shall be based on the assumption that all cities in the county will participate in the program. CITY'S share of costs for the fiscal year 1990/1991 based on that assumption shall be \$1,548.00. COUNTY'S Auditor-Controller shall subsequently adjust the billing to CITY based upon the actual participation of cities. For subsequent years, it is agreed that CITY shall pay its annual share of cost by August 1st or within fifteen (15) days after approval of cities budget whichever is later.

5. Any amendments tot he agreement shall be in writing and approved by the parties before becoming effective.

6. The term of this agreement shall commence upon execution by both parties and shall continue until terminated as hereinafter set forth. Either party may terminate this agreement by giving notice of termination to the other party on or before February 1 of any year to terminate this agreement as of the subsequent July 1st.

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7. Any notices required to be given under this agreement shall be delivered in person or by first class mail to CITY'S Clerk of the Clerk of the Board of Supervisors as may be applicable.

8. COUNTY'S Sheriff shall fiscally manage the funds and expenditures of the Identification Systems and establish a separately identifiable account for allocating costs pursuant to the terms of this agreement. Payments under this agreement shall be deposited in an interest bearing trust account with any earned interest being applied for expenses of the Identification Systems.

9. Any user of the System which is allowed to enter into program participation after the System has originally been implemented shall be required to pay its fair share of original start-up, implementation and equipment costs prior to participation in the System. Such fair share costs shall be based on the percentage of population of the user to the total population of all users and the amount of the costs shall be as determined by the local RAN Board for COUNTY area.

10. Each user of the Identification Systems within the 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 costs are allocated to all users based on their percentage of the population of all users within the COUNTY area of the Regional System.

11. COUNTY shall provide users with a financial report at the end of each fiscal year covering the costs for the COUNTY area portion of the Regional System and the local subsystem for said area consistent with regular COUNTY practices.

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12. Any disputes over charges under this agreement will be resolved by the local RAN Board for the COUNTY area consistent with the terms of this agreement.

13. Each party shall indemnify and hold the other party harmless from liability for acts or omissions of itself and its agents and employees in connection with the performance of this agreement.

Dated: MAR 12 1991 COUNTY OF RIVERSIDE

ATTEST:

GERALD A. MALONEY
Clerk of the Board

By: *[Signature]*
Chairman, Board of Supervisors

By: *[Signature]*
Deputy
(Seal)

Dated: MAR 12 1991

CITY OF INDIAN WELLS

By: *[Signature]*

Dated: October 10, 1990

Title: City Manager/City Clerk

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RMP:db
2/27/90