

Memorandum of Understanding
California Department of Justice (CA DOJ)
California Justice Information Services Division (CJIS)
&
El Dorado County Probation Department
Reimbursement for Enhancements to the Supervised Release File (SRF) System
Agreement # 20-0017D
Grant # 2020-DS-BX-0017

The purpose of this Memorandum of Understanding (MOU) is to solidify an agreement between the CA DOJ and the El Dorado County Probation Department (EDCPD) from January 1, 2021, through May 31, 2023.

On October 1, 2020, the CA DOJ was awarded the Fiscal Year (FY) 2020 Sex Offender Registration and Notification Act (SORNA) Reallocation Grant to further sex offender registration and notification in California through enhancements of submissions to the SRF. Funding from the FY 2020 SORNA Reallocation will be used to reimburse the EDCPD for necessary updates to comply with new SRF requirements, mandated by Penal Code (PC) section 14216(c), effective January 1, 2021.

Background:

The CA DOJ provides two technology formats for the submission of supervised release data. The first allows for the manual submission of data via the California Law Enforcement Telecommunications System (CLETS), and the second is an electronic Secure File Transfer Protocol (SFTP). Currently counties are sending this information using SFTP, despite outdated technology, security limitations, and/or not allowing for national information exchange. Many county systems were built in the late 1990s and early 2000s, and as new supervision types were instituted in California, counties did not have the funding to update their systems with these new record types.

The CA DOJ is aware that many counties lack the necessary funds to make the appropriate updates to send all supervision types, or to conform to new industry standard data file formats to electronically submit supervised release data. This project will enable the CA DOJ to reimburse local supervising jurisdictions in implementing an industry standard format to electronically submit offender data on post-conviction probation, mandatory supervision, post-release community supervision, and all other types of supervised release. Completion of this project will advance SORNA in California through technological enhancements that will improve the exchange and data integrity of sex offender registration and notification information at both the state and federal levels.

Activities:

With funding from the FY 2020 SORNA Reallocation, the EDCPD will make modifications needed to comply with the mandates of PC section 14216(c), as noted below:

1. Complete migration of SRF to CA DOJ's new SRN file format process to support the AB2606 file type;
2. Submit approved file types to NCIC; and
3. Submit the following case types in the record type submission to SRQ:
 - o Formal maps to PRO
 - o PRCS maps to PRC
 - o 1170(h) maps to CSV

Funding:

Funding to support the items outlined above shall not exceed **\$8,585.60**.

The CA DOJ agrees to the following:

1. Provide funding to the EDCPD to complete necessary updates to comply with the mandates of PC section 14216(c).
2. All assistance needed to meet compliance will be a joint effort between the CA DOJ's SRF Team and the EDCPD's project manager (PM).
3. Grant administration, monitoring, reporting, and invoice processing will be completed by the CA DOJ's Grant Analyst with assistance from the EDCPD.

The EDCPD agrees to the following:

1. Submit invoices on a quarterly basis, to the CA DOJ's Grant Analyst for reimbursement.
 - o Refer to Exhibit A, Payment Processing Requirements, for directions on how to submit invoices for review, approval, and payment.
 - o Refer to Exhibit B, Budget Table, for the description and costs associated with this MOU.
2. Provide the CA DOJ's SRF Team PM with quarterly status reports on the progress of the project.
3. A final report summarizing all procurement activities and project status must be submitted to the CA DOJ's Grant Analyst and SRF Team PM within thirty (30) days after the close of this MOU.
4. **The CA DOJ will not be held responsible for late invoices.**

Miscellaneous Provisions:

- This MOU does not confer, grant, or authorize any rights or privileges to any entity or person other than the CA DOJ or the EDCPD.
- All reports, notices, requests, and/or correspondence shall be forwarded to the CA DOJ's SRF Team PM and Grant Analyst at CJISGrant@doj.ca.gov.
- The CA DOJ reserves the ability to extend the term of this MOU, up to one full calendar year, should unanticipated delays or other project activities adding value warrant such an action. Extensions will be contingent upon federal approval.
- Invoices can be submitted up to thirty (30) days past the grant term end date. Any invoice received after that date will not be paid for by the CA DOJ or the granting agency.

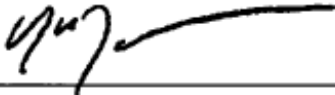
All parties agree to indemnify and hold harmless one another from any and all claims, liabilities, or losses. Neither party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of each party which includes, but is not limited to, an act of terrorism, war, riot, civil disobedience, strikes, labor disputes, epidemic, power outages, sabotage, flood, drought, earthquake, storm, fire, pestilence, lightning, or any other natural catastrophes, for the duration of this MOU.

Memorandum of Understanding
El Dorado County Probation Department
Agreement # 20-0017D
Grant # 2020-DS-BX-0017
Page 4 of 4

Audra Opdyke
Digitally signed by Audra Opdyke
Date: 2021.09.24 13:48:49 -07'00'

AUDRA OPDYKE, Assistant Director
California Department of Justice
California Justice Information Services

Date



JOE DOMINIC, Chief/CIO
California Department of Justice
California Justice Information Services


09/28/2021
Date

Chris Ryan
Digitally signed by Chris Ryan
Date: 2021.09.28 14:23:29 -07'00'

CHRIS RYAN, Chief
California Department of Justice
Division of Operations

09/28/2021

Date



BRIAN RICHART, Chief Probation Officer
El Dorado County Probation Department



Date

Memorandum of Understanding (MOU)
Exhibit A
Payment Processing Requirements
California Department of Justice (CA DOJ)
California Justice Information Services Division (CJIS)
&
El Dorado County Probation Department
Reimbursement for Enhancements to the Supervised Release File (SRF) System
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Invoicing

Invoices shall be submitted for services rendered in accordance with the Memorandum of Understanding (MOU). The El Dorado County Probation Department (EDCPD) is required to ensure that all deliverables (if applicable) are accepted and approved by the CA DOJ. Upon receipt and approval of the invoice, the CA DOJ agrees to compensate the EDCPD for actual expenditures incurred, not to exceed the costs specified in the MOU or Exhibit B, Budget Table.

Invoices approved and submitted for payment by the EDCPD **must** include the following:

- Request for reimbursement on letterhead - signed (must be separate attachment)
- Invoice number
- Invoice date
- Name of organization
- Dates of service/service period
- Payee Data Record form (STD 204)
- Grant number
- Agreement number
- Business name
- Business contact information
- Dollar amount
- Breakdown of charges
- Completed deliverables: Deliverable Acceptance Document signed by both EDCPD and the CA DOJ's authorized representative (if applicable)
- Description of charges
- Supporting documentation
- Authorized actual signature/digital signature

Reimbursements

Reimbursements shall not exceed the following:

- **Development, Quality Assurance & Project Management**
($\$214.64$ per hour * 40 hours = **$\$8,585.60$**)

Memorandum of Understanding – Exhibit A
El Dorado County Probation Department
Agreement # 20-0017D
Grant # 2020-DS-BX-0017
Page 2 of 2

Total reimbursement amount shall not exceed **\$8,585.60**.

EDCPD's request for reimbursement/invoices and supporting documentation shall be sent in electronic format to the CA DOJ Grant Analyst at CJISGrant@doj.ca.gov. Questions regarding reimbursement shall be addressed to the CA DOJ Grant Analyst at 916-210-2462.

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds, this agreement shall be of no further force and effect. In this event the CA DOJ shall have no liability to pay any funds whatsoever to provider or to furnish any other considerations under this agreement and provider shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this agreement, the CA DOJ shall have the option to either cancel this agreement with no liability occurring to the CA DOJ, or offer an agreement amendment to the provider to reflect the reduced amount. Any amendment for any reason will need to be signed by both parties.

Memorandum of Understanding

Exhibit B

Budget Table

California Department of Justice
California Justice Information Services Division

&

El Dorado County Probation Department
Reimbursement for Enhancements to the Supervised Release File System
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Description	Hours	Rate	Cost (Not to Exceed)
Development, Quality Assurance, and Project Management	40	\$214.64	\$8,585.60
	Total Funds (Not to Exceed)		\$8,585.60