

**AGREEMENT FOR
ACCESS TO SACRAMENTO COUNTY
CLETS/CJIS APPLICATIONS**

THIS AGREEMENT is made and entered into as of this 1st day of July, 2008, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as OCIT or COUNTY, and the **El Dorado County**, herein referred to as AGENCY.

RECITALS

WHEREAS, the COUNTY maintains California Law Enforcement Telecommunications Systems (CLETS) and Sacramento County Criminal Justice Information System (CJIS) in conjunction with the Federal Bureau of Investigation (FBI/National Crime Information Center - NCIC) and the Department of Motor Vehicles (DMV);

WHEREAS, the COUNTY is willing to provide specified users from the AGENCY with access to these confidential data bases, subject to authorization by the California Department of Justice and the Sacramento County Sheriff's Department;

WHEREAS, the AGENCY is willing to reimburse the COUNTY for appropriate costs to maintain and access this information;

WHEREAS, COUNTY and AGENCY desire to enter into this Agreement on the terms and conditions set forth herein;

WHEREAS, County Board of Supervisors SCC Ordinance 1320 authorizes the County Chief Information Officer to execute and administer contracts with other government agencies to recover costs for providing access to County computer applications and information technology services.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and AGENCY agree as follows:

1. SCOPE OF SERVICES

- a. OCIT shall provide access to the COUNTY's suite of CJIS applications, including the CLETS portal through a secured point to point TCP/IP connection.
- b. COUNTY shall render assistance to AGENCY in order to provide for timely, efficient, and accurate implementation to access the CLETS/CJIS information.
- c. Access to this information is limited to authorized CLETS users only. Any unauthorized users of equipment providing access to the CLETS/CJIS data bases may result in an immediate termination of services for all AGENCY users.
- d. The AGENCY will be responsible for all AGENCY equipment and maintaining the necessary secured point to point TCP/IP connections for their users.

2. TERM OF AGREEMENT

This agreement shall be effective commencing July 1, 2008, and shall terminate June 30, 2009.

3. COMPENSATION/PRICE CEILING

The AGENCY shall pay COUNTY the following monthly fees:

El Dorado County District Attorney, BFS

• CPU Usage Fee		\$ 25.00
• Message Switch		73.00
• WAN Connectivity	3 devices @ \$29.00 each	87.00
• Network Maintenance Fee	1 hour @ \$133.00 each	133.00

Total Monthly Fees \$318.00

El Dorado County District Attorney

• CPU Usage Fee		\$ 25.00
• Message Switch		73.00
• WAN Connectivity	11 devices @ \$29.00each	319.00
• Network Maintenance Fee	1 hour @ \$133.00 each	133.00

Total Monthly Fees \$550.00

El Dorado County Probation

• CPU Usage Fee		25.00
• Message Switch		73.00
• WAN Connectivity	3 devices @ \$29.00 each	87.00
• Network Maintenance Fee	1 hour @ \$133.00 each	133.00

Total Monthly Fees \$318.00

El Dorado County Sheriff's Department

• CPU Usage Fee		\$3,450.00
• Message Switch		73.00
• WAN Connectivity	53 devices @ \$29.00 each	1,537.00
• Network Maintenance Fee	1 hour @ \$133.00 each	133.00

Total Monthly Fees \$5,193.00

El Dorado County Sheriff's Department – New Jail

• CPU Usage Fee		\$2,200.00
• Message Switch		73.00
• WAN Connectivity	11 devices @ \$29.00 each	319.00
• Network Maintenance Fee	1 hour @ \$133.00 each	133.00

Total Monthly Fees \$2,725.00

El Dorado County Social Services

• CPU Usage Fee		\$ 35.00
• Message Switch		73.00
• WAN Connectivity	4 devices @ \$29.00 each	116.00
• Network Maintenance Fee	1 hour @ \$133.00 each	133.00

Total Monthly Fees \$ 357.00

Total Monthly Fees for all locations \$9,461.00

Total amount authorized under this Agreement (12 months) **\$113,532.00**

This fee will be recalculated on an annual basis and does not include any special programming, training, or support requested by the Agency.

COUNTY has the right to increase charges at each anniversary date to be effective starting with the first renewal. Written notice of such increase shall be given to the customer no later than sixty days prior to the end of the current agreement.

4. INVOICES

- a. COUNTY shall submit to AGENCY itemized invoices on a monthly interval.
- b. AGENCY agrees to reimburse COUNTY upon receipt of an itemized invoice, for all services supplied by COUNTY under the terms of this Agreement.
- c. COUNTY shall send all invoices to:

El Dorado County
Information Services Department
Steve Featherston, Assistant Director
360 Fair Lane
Placerville, CA 95667

5. AVAILABILITY & ENHANCEMENTS

AGENCY understands that COUNTY makes every effort to maximize the availability of the CLETS/CJIS application but that from time to time the COUNTY may take the application down for a period of time for maintenance or improvements. Scheduled downtime will be communicated via the COUNTY CLETS/CJIS message system or via electronic mail.

AGENCY understands that the COUNTY shall have the right to restrict access to its users if there is a significant decline in system performance due to current workloads.

AGENCY understands that any AGENCY-requested application enhancements will be made at the sole discretion of the COUNTY and may require additional compensation for development and/or support time. The AGENCY will receive and must agree to a firm hourly estimate and scheduled completion date for the enhancement prior to COUNTY performing the requested work.

6. MEMORANDUM OF UNDERSTANDING

The attached MEMORANDUM OF UNDERSTANDING (Attachment A) is an integral part of this agreement, and full compliance by the AGENCY of this memorandum is required. Failure to abide by this memorandum may result in the immediate termination of CLETS/CJIS privileges for all of the AGENCY'S users.

7. HELP DESK

COUNTY will provide reasonable assistance for using the CLETS/CJIS system. Assistance will be available through COUNTY's Help Desk at **916-874-5555** during the hours of 7:00 AM to 6:00 PM, Monday through Friday. COUNTY will provide "best available" service outside of the normal Help Desk hours. The AGENCY shall call the Help Desk and alert them of any problems it is having with this program. The AGENCY is responsible for maintaining its own equipment as well as for keeping it free from any viruses and all problems emanating from the hardware, software or configuration.

8. COMPLIANCE WITH LAWS

AGENCY and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

9. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

10. CONFLICT OF INTEREST

AGENCY's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

11. NON-DISCRIMINATION IN EMPLOYMENT, SERVICES AND FACILITIES

- a. AGENCY agrees and assures COUNTY that AGENCY and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. AGENCY shall ensure that the evaluation and treatment of its employees and applicants for employment, the

treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- b. AGENCY represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- c. AGENCY agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- d. AGENCY shall include this nondiscrimination provision in all subcontracts related to this Agreement.

12. SECURITY

- a. AGENCY shall appoint a security and privacy officer who shall be responsible for all security and privacy considerations relating to the use of the AGENCY terminal or terminals. This Security Officer shall be the liaison point to COUNTY regarding security and privacy matters.
- b. All requests to increase the number of terminals or users in an existing AGENCY shall be authorized in advance by COUNTY.
- c. AGENCY shall limit access to information furnished by COUNTY as defined in the Scope of Services, above.
- d. The use of the CLETS/CJIS data and the configuration of the equipment used for CLETS/CJIS connection by the AGENCY may be continuously monitored by COUNTY, who shall have the right to make periodic on-site inspections of the AGENCY to ensure compliance with the CLETS/CJIS policies and procedures.

13. MUTUAL HOLD HARMLESS

AGENCY shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. COUNTY shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. It is the intention of COUNTY and AGENCY that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees and agents. It is also the intention of COUNTY and AGENCY that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damage attributable to the negligence of that party, its officers, employees and agents.

Each party to this Agreement agrees to provide the other party written notification within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

14. DATA DISCLAIMER

COUNTY makes no representations about the suitability of the information that will be accessed by using the CLETS/CJIS applications, for any purpose. All such data and related graphics are provided "as is" without warranty of any kind. In no event shall COUNTY be liable for any special, indirect or consequential damages or any damages whatsoever resulting from the use of the CLETS/CJIS system.

The data and related graphics made accessible by the CLETS/CJIS applications could include technical inaccuracies or typographical errors. Changes are periodically made to the information herein by the appropriate law enforcement agency. Furthermore, COUNTY and/or its respective suppliers may make improvements and/or changes in the product(s) and/or the service(s) described herein at any time.

15. TERMINATION

- a. Either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party, whether or not such other party is in default.
- b. Upon such termination, AGENCY agrees to immediately discontinue use of everything provided or controlled by COUNTY under this Agreement.
- c. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not specifically incorporated herein, shall be binding on any of the parties hereto.

16. RECORD RETENTION

COUNTY shall maintain appropriate financial records that reflect costs of services provided under this Agreement, and AGENCY shall have reasonable access to COUNTY's financial records for purpose of audit. Such records shall be retained and available for audit purposes for three years from the end of the contract term.

17. GENERAL CONDITIONS

This Agreement is conditional upon the appropriation and availability of funds for purposes of this Agreement. In the event that such funds are not available in the Budget Acts for the fiscal year concerned or are insufficient to carry out the purpose of this Agreement, each party agrees to release the other party from all obligations.

18. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

Alan Douma
Principal Administrative Analyst
799 G. Street
Sacramento, CA 95814-1212

Phone: 916-874-7180
Email: doumaa@saccounty.net

TO AGENCY:

Steve Featherston
Assistant Director
360 Fair Lane
Placerville, CA 95667

Phone: 530-621-5557
Email: steve.featherston@edcgov.us

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

19. ADMINISTRATOR:

The Agency Officer or employee with responsibility for administering this Agreement is Steve Featherston, Assistant Director, EDC Information Technologies, or successor.

20. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire contract between COUNTY and AGENCY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and AGENCY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement the date and year first written above.

COUNTY OF SACRAMENTO:

FOR AGENCY:

By: _____
Patrick L. Groff
Chief Information Officer

By: _____
Rusty Dupray, Chairman
Board of Supervisors
County of El Dorado

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

FOR AGENCY:

FOR AGENCY:

By: _____
Jacqueline Nilius, Director
Information Technologies
County of El Dorado

By: _____
Steve, Featherson, Assistant Director
Information Technologies
County of El Dorado