

AGREEMENT BETWEEN EL DORADO COUNTY PROBATION AND SACRAMENTO COUNTY SHERIFF'S OFFICE FOR BUSINESS SYSTEMS COST RECOVERY

THIS AGREEMENT is made and entered into as of this 1st day of July 2026 by and between the EL DORADO COUNTY PROBATION, hereinafter referred to as "OUTSIDE AGENCY", and the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, COUNTY put forth the effort to identify, procure, and implement Business Systems that serve COUNTY and its constituents; and

WHEREAS, technology exists which would allow OUTSIDE AGENCY to use these Systems without compromise to the information collected by both parties; and

WHEREAS, COUNTY believes it is mutually beneficial to both COUNTY and OUTSIDE AGENCY to allow the use of business systems operated by COUNTY; and

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

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

I. SCOPE OF SERVICES

COUNTY shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This AGREEMENT shall be effective and commence on July 1, 2026, and shall end on June 30, 2027, unless terminated sooner pursuant to the provisions of Section **XXXII, TERMINATION**.

III. 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

JAMES A. COOPER
Sacramento Sheriff's Office
4500 Orange Grove Ave
Sacramento, CA 95841

TO OUTSIDE AGENCY

MICHELE WEIMER,
Procurement & Contracts Mng
County of El Dorado Chief
Admin Office
300 Fair Lane
Placerville, CA 94667

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.

IV. COMPLIANCE WITH LAWS

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

V. 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.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. OUTSIDE AGENCY and COUNTY shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this AGREEMENT and constitutes grounds for the termination of this AGREEMENT by OUTSIDE AGENCY.

- B. OUTSIDE AGENCY further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for participation in federal, state, or county government contracts. OUTSIDE AGENCY certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

COUNTY shall perform its services under this AGREEMENT in accordance with the industry and/or professional standards applicable to COUNTY'S services. It is agreed by the parties that COUNTY, in the performance of the designation and scheduling of tasks to be performed, but not as to the means and methods for accomplishing tasks.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by OUTSIDE AGENCY hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. OUTSIDE AGENCY may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this AGREEMENT must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of OUTSIDE AGENCY's services and are not designed for use other than what is intended by this AGREEMENT.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that COUNTY (including its employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. OUTSIDE AGENCY assigned personnel shall not be entitled to any benefits payable to employees of the County. COUNTY is required to make any deductions or withholdings from the compensation payable to COUNTY under the provisions of this AGREEMENT.
- B. If, in the performance of this AGREEMENT, any third person is employed by COUNTY, such person shall be entirely and exclusively under the direction, supervision, and control of COUNTY. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of the

law, shall be determined by COUNTY, and COUNTY shall have authority over such persons or the terms of such employment.

- C. It is further understood and agreed that as an employee of COUNTY, assigned personnel shall be covered by workers' compensation; and shall be entitled to compensation according to the applicable COUNTY labor AGREEMENT, payable by COUNTY to employees of COUNTY.

X. THIS SECTION INTENTIONALLY OMITTED

XI. THIS SECTION INTENTIONALLY OMITTED

XII. THIS SECTION INTENTIONALLY OMITTED

XIII. THIS SECTION INTENTIONALLY OMITTED

XIV. CONFLICT OF INTEREST

OUTSIDE AGENCY and COUNTY 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.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. OUTSIDE AGENCY shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this AGREEMENT are funded with state funds granted to COUNTY, OUTSIDE AGENCY shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this AGREEMENT and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. THIS SECTION INTENTIONALLY OMITTED

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. OUTSIDE AGENCY agrees and assures COUNTY that OUTSIDE 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. OUTSIDE 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. OUTSIDE 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 (Gov. Code, §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. OUTSIDE AGENCY agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. OUTSIDE AGENCY shall include this nondiscrimination provision in all subcontracts related to this AGREEMENT.

XVIII. INDEMNIFICATION

To the fullest extent permitted by law, each of the Parties shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility for the acts and omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors. It is also the

intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed, and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the AGREEMENT.

XIX. INSURANCE

The COUNTY AND OUTSIDE AGENCY finances their liability, property, and workers' compensation risk through a combination of self-insurance and insurance. The COUNTY and OUTSIDE AGENCY are knowledgeable of each entity's risk financing programs and agree to rely on these programs to pay for any liabilities, losses, costs, suits, claims, judgments, expenses, fines, or demands of any kind that may arise under the terms of this AGREEMENT.

XX. INFORMATION TECHNOLOGY ASSURANCES

OUTSIDE AGENCY shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by OUTSIDE AGENCY in the performance of services under this AGREEMENT, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this AGREEMENT.

XXI. WEB ACCESSIBILITY

OUTSIDE AGENCY shall ensure that all websites and web applications provided by OUTSIDE AGENCY pursuant to this AGREEMENT shall comply with the COUNTY's current Web Accessibility Policy as adopted by the Board of Supervisors, as well as any approved amendment thereto.

XXII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this AGREEMENT shall be based on the menu set forth in Exhibit D unless additional recovery of costs is necessary. A new cost menu will be provided annually if necessary.
- B. COUNTY shall submit an annual invoice each year and additional invoices as needed. OUTSIDE AGENCY shall pay COUNTY within forty-five (45) days after receipt of an appropriate and correct invoice.
- C. OUTSIDE AGENCY shall maintain for four years following termination of this AGREEMENT full and complete documentation of all services and expenditures associated with performing the services covered under this AGREEMENT. Expense documentation shall include timesheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; and applicable overhead and indirect expenditures.

XXIII. LEGAL TRAINING INFORMATION

If under this AGREEMENT, OUTSIDE AGENCY is to provide training of County personnel on legal issues, then OUTSIDE AGENCY shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXIV. THIS SECTION INTENTIONALLY OMITTED

XXV. SUBCONTRACTS, ASSIGNMENT

- A. COUNTY shall obtain prior written approval from OUTSIDE AGENCY before subcontracting any of the services delivered under this AGREEMENT. COUNTY remains legally responsible for the performance of all contract terms, including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this AGREEMENT.
- B. This AGREEMENT is not assignable by COUNTY in whole or in part, without the prior written consent of OUTSIDE AGENCY.

XXVI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this AGREEMENT shall be valid unless made in writing and signed by both parties. A waiver by either party of any default, breach, or condition precedent shall not be construed as a

waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this AGREEMENT shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXVII. SUCCESSORS

This AGREEMENT shall bind the successors of OUTSIDE AGENCY and COUNTY in the same manner as if they were expressly named.

XXVIII. TIME

Time is of the essence of this AGREEMENT.

XXIX. 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.

XXX. DIRECTOR

As used in this AGREEMENT, "DIRECTOR" shall mean the Sheriff or his designee.

XXXI. DISPUTES

In the event of any dispute arising out of or relating to this AGREEMENT, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, COUNTY shall continue without delay to carry out all its responsibilities under this AGREEMENT unless the AGREEMENT is otherwise terminated in accordance with the Termination provisions herein. OUTSIDE AGENCY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this AGREEMENT or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California

Government Code or as otherwise set forth in local, state, and federal law.

XXXII. TERMINATION

- A. OUTSIDE AGENCY or COUNTY may terminate this AGREEMENT without cause upon forty-five (45) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by OUTSIDE AGENCY to COUNTY and it is later determined that COUNTY was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this AGREEMENT for cause immediately upon giving written notice to OUTSIDE AGENCY should OUTSIDE AGENCY materially fail to perform any of the covenants contained in this AGREEMENT in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to OUTSIDE AGENCY and it is later determined that OUTSIDE AGENCY was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this AGREEMENT immediately upon giving written notice to OUTSIDE AGENCY, 1) if advised that funds are not available from external sources for this AGREEMENT or any portion thereof, including if the distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this AGREEMENT are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this AGREEMENT or any portion thereof; or 4) if funds that were previously appropriated for this AGREEMENT are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions. (Rev. 5/1/09, 6/3/09)
- D. If this AGREEMENT is terminated under paragraph A or C above, COUNTY shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, COUNTY shall be paid an amount which bears the same ratio to the total compensation authorized by the AGREEMENT as the services actually performed bear to the total services of COUNTY covered by this AGREEMENT, less payments of compensation previously made. In no event, however, shall OUTSIDE AGENCY pay COUNTY an amount that

exceeds a pro-rata portion of the AGREEMENT total based on the portion of the AGREEMENT term that has elapsed on the effective date of the termination.

- E. OUTSIDE AGENCY shall not incur any expenses under this AGREEMENT after notice of termination and shall cancel any outstanding expenses obligations to a third party that OUTSIDE AGENCY can legally cancel.

XXXIII. REPORTS

- A. OUTSIDE AGENCY shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning OUTSIDE AGENCY's activities as they affect the contractual duties and purposes herein. The COUNTY shall explain procedures for reporting the required information.
- B. OUTSIDE AGENCY agrees that pursuant to Government Code section 7522.56, OUTSIDE AGENCY shall make its best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). OUTSIDE AGENCY further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this AGREEMENT.

XXXIV. AUDITS AND RECORDS

Upon OUTSIDE AGENCY's request, OUTSIDE AGENCY or its designee shall have the right at reasonable times and intervals to audit, at COUNTY'S premises, COUNTY'S financial and program records as OUTSIDE AGENCY deems necessary to determine COUNTY'S compliance with legal and contractual requirements and the correctness of claims submitted by COUNTY. COUNTY shall maintain such records for a period of four years following termination of the AGREEMENT, and shall make them available for copying upon OUTSIDE AGENCY's request at OUTSIDE AGENCY's expense.

XXXV. PRIOR AGREEMENTS

This AGREEMENT constitutes the entire contract between OUTSIDE AGENCY and COUNTY regarding the subject matter of this AGREEMENT.

Any prior AGREEMENTs, whether oral or written, between OUTSIDE AGENCY and COUNTY regarding the subject matter of this AGREEMENT are hereby terminated effective immediately upon full execution of this AGREEMENT.

XXXVI. SEVERABILITY

If any term or condition of this AGREEMENT or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications that can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this AGREEMENT are declared severable.

XXXVII. FORCE MAJEURE

Neither OUTSIDE AGENCY nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this AGREEMENT are subject to all of the terms, conditions, price discounts, and rates set forth herein, notwithstanding the expiration of the initial term of this AGREEMENT or any extension thereof. Further, the terms, conditions, and warranties contained in this AGREEMENT that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this AGREEMENT shall so survive.

XXXIX. DUPLICATE COUNTERPARTS

This AGREEMENT may be executed in duplicate counterparts. The AGREEMENT shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this AGREEMENT, with such scanned signatures having the same legal effect as original signatures. This

AGREEMENT may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XL. AUTHORITY TO EXECUTE

Each person executing this AGREEMENT represents and warrants that he or she is duly authorized and has the legal authority to execute and deliver this AGREEMENT for or on behalf of the parties to this AGREEMENT. Each party represents and warrants to the other that the execution and delivery of the AGREEMENT and the performance of such party's obligations hereunder have been duly authorized.

XLI. THIS SECTION INTENTIONALLY OMITTED

XLII. THIS SECTION INTENTIONALLY OMITTED

XLIII. DATA SHARING DISSEMINATION

Use of Sheriff's Office applications within the SacJustice.ca.gov portal requires that the subscribing agency maintain a good faith effort to reciprocate by making their comparable data available through a secure data interface.

The release of CLETS and other CJIS data shall be governed by the requirements laid out in CLETS PPP and the FBI CJIS Security documents.

CA State Parolee data is available through some Sheriff's Office systems. This data is sourced from the CDCR Parole LEADS information system. Access to CDCR data will be restricted to those agencies that have an AGREEMENT on file with CDCR. CDCR has agreed to notify Sacramento County of any agencies that have a status change with respect to this requirement. Agency access to CDCR data may be removed at any time should an agency not maintain good standing with CDCR.

XLIV. SECURITY REQUIREMENTS AND ADMINISTRATION

OUTSIDE AGENCY shall ensure all state and federal requirements for data handling and data security are met, in a manner commensurate with the sensitivity and classification of the system or data set.

OUTSIDE AGENCY shall ensure that all hardware and software are free from malware, viruses, and other malicious code.

When transmitting, saving, viewing, and handling criminal justice data,

the User Agency shall meet all security requirements required by the CA DOJ's CLETS PPP and the FBI's CJIS Security Policy.

User Security

The User Agency shall ensure all users have the right and need to access law enforcement data. Prior to a user accessing law enforcement data, the User Agency shall have completed an appropriate state and FBI fingerprint-based criminal offender record information background check. The User Agency shall train users in the appropriate procedures for accessing, updating, and disseminating criminal justice information. The User Agency shall maintain SacJustice User AGREEMENT forms, and security awareness training records and ensure users have completed all CLETS user compliance requirements per the CLETS PPP. The User Agency shall ensure the timely removal of user accounts with access to law enforcement data upon separation from service or a change in job duties.

The Sheriff's Office is not responsible for ensuring User Agency staff have the right and need to access law enforcement data. The Sheriff's Office will serve as the Sacramento County Control Host, per the CLETS Policy, Procedures Sections 1.4.4. The Sheriff's Office is not responsible for computer support or user administration unless such services have been specifically named as part of this AGREEMENT.

Data Security

Criminal justice data shall be handled in accordance with the CLETS PPP and the FBI CJIS Security Policy. The following requirements for data storage and handling are sourced from the CLETS PPP and the FBI CJIS Security policy section 5:

- Data shall be stored in a physically secure location.
- Data shall be encrypted at rest.
- Data shall be encrypted in transmission outside the boundary of the physically secure location.
- Data shall not be shared with other agencies or entities except as allowed by U.S. law, state statute, or in accordance with CLETS AGREEMENTs. If CJI is released to another authorized agency, and that agency was not part of the releasing agency's primary information exchange AGREEMENT(s), the releasing agency shall log such dissemination.
- Pictures of CJI shall not be used to transmit information as part of regular operations.
- Media used to store or transport criminal justice data will be

handled in accordance with the FBI CJIS Security Policy section for Media Protection.

- The release of information from the CLETS or the NCIC from a CLETS subscribing agency is bound by the PPP, the FBI CSP section for Systems and Communications Protection, and the California Code of Regulations, Title 11, Division 1, Chapter 7, Article 1, § 703(b). Release of information from CLETS or the NCIC from a CLETS Subscribing Agency to a non-CLETS Subscribing Agency must be covered under a Release of Information from the CLETS AGREEMENT.
- Records entry into systems shall be verified using a second-party check, and all records entered into CLETS shall be fully packed with all available information.
- Responses to hit confirmations and administrative messages shall be completed within the time constraints determined by law.
- Transactions shall be logged by a unique user ID. Transaction logs will be maintained for a period of three years.

System and Device Security

The systems upon which criminal justice information will be managed in accordance with the CLETS PPP and the FBI CJIS Security Policy. The following requirements for computer systems are sourced from the CLETS PPP and the FBI CJIS Security Policy.

- Systems used to access or store criminal justice information (CJI) shall use current, securable hardware and operating systems.
- Systems shall be regularly patched and updated.
- Systems shall have appropriate firewalls, anti-malware, and anti-virus installed and updated.
- Systems shall automatically lock users out after a set period of inactivity.
- When virtual machines are used for websites, applications, or user environments, user interface services must be partitioned from information storage and management services per the FBI CJIS Security Policy manual section for Access Control.
- When mobile devices such as laptops, touchpads, or cell phones are used to access CJI either directly or through an application, an encrypted virtual private network must be used.
- When mobile devices such as laptops, touchpads, or cell phones are used to access CJI either directly or through an application from outside a physically secured location, two-factor or advanced authentication must be used per the FBI CJIS Security Policy manual section for Access Control. If the second factor is a one-

time password, delivery of that password must not be via the same device and account that is being used to access the CJI.

- Systems used to access or store CJI shall not be publicly accessible.
- Personally-owned devices shall not be used to access, process, store, or transmit CJI unless the User Agency has established and documented the specific terms and conditions for personally owned information system usage. Such terms and conditions must conform to the requirements in the FBI CJIS Security Policy manual section for Access Control.

Communications and Network Security

The systems used for communication of and access to criminal justice information will be managed in accordance with the FBI CJIS Security Policy:

- The User Agency shall be responsible for purchasing and maintaining secure, encrypted connectivity to SacJustice.ca.gov if a dedicated communications line is required for their needs.
- If the User Agency is connecting to SacJustice.ca.gov using access via the Internet to a VPN device, the User Agency shall be responsible for purchasing and maintaining their own access to the VPN device, unless such access is part of the services provided by the Sheriff's Office.
- The SacJustice.ca.gov web servers support SSL encryption and all traffic to/from this system shall remain encrypted all the way to the end devices. Additional security requirements such as those for Cloud Infrastructure shall be governed by the FBI CJIS Security Policy.
- Firewalls and switches comprising the network must be using cryptographic modules that are FIPS 140-2 certified by NIST. The User Agency is responsible for maintaining a current network diagram that meets the requirements of the CLETS PPP unless this

service is contracted as part of the services provided by the Sheriff's Office.

XLV. INFORMATION ACCURACY

The data provided by the Information Services is assumed to be accurate. User Agency representatives are encouraged to participate in testing sessions to ensure information is accurate, particularly following major releases. User Agency understands that data inaccuracies can arise for multiple reasons (e.g. data entry errors, etc.). It is the responsibility of the User Agency to confirm the accuracy of the information with the source agency (e.g. CDCR or Sacramento County Probation). Sacramento County shall not be held responsible for any defect in the WebKPF services or the accuracy of provided data, irrespective of its nature or its cause.

Law Enforcement or other government agencies responsible for entering information into the CLETS and NCIC databases shall be responsible for performing their own CJIS/NCIC Validations as administered to the CA DOJ validations process.

XLVI. SANCTIONS

Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support for Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

XLVII. CA VALUES ACT

Per CA SB54, known as the Values Act, federal, state, or local law enforcement agencies shall not use any non-criminal history information contained within this database for immigration enforcement purposes. This restriction does not pertain to any information that is regarding a person's immigration or citizenship status pursuant to 8 U.S.C. §§ 1373 and 1644.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a
political subdivision of the
State of California**

By: _____
JAMES A. COOPER, SHERIFF

Date: _____

Authorized on behalf of the County by Board Resolution _____

C O U N T Y O F E L D O R A D O - -

By: _____ Date: _____
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

**EXHIBIT A to AGREEMENT
between the EL DORADO
COUNTY PROBATION,
hereinafter referred to as "OUTSIDE AGENCY," and
COUNTY OF SACRAMENTO,
hereinafter referred
to as "COUNTY"**

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

Facility Name(s): EL DORADO COUNTY PROBATION
Street Address: 3974 Durock Rd. Ste 205
City and Zip Code: Shingle Springs, CA 95865

II. DESCRIPTION OF SERVICES

A. DEFINITION(S)

1. COUNTY is defined as the County of Sacramento, including its departments, subdivisions, agencies, instrumentalities, elected representatives, directors, officers, employees, servants, contractors, volunteers, and agents.
2. OUTSIDE AGENCY is defined as the "OUTSIDE Law Enforcement Agency's" employer, its successors, and assigns.
3. OUTSIDE AGENCY EMPLOYEE is defined as an employee or agent of "OUTSIDE AGENCY", his or her guardians, executors, administrators, heirs, and assigns.
4. BUSINESS SYSTEMS is defined as any application, program, software, or network which was either procured or created for use within the County of Sacramento, by the Sacramento County Sheriff's Office (SSO).
5. AGREEMENT defines the terms and conditions of a mutually agreed upon contract.
6. LIKE COMPUTER EQUIPMENT is defined as a computer that is of the like manufacturer, model, and accessories as SSO has in

service. Specifications are available from SSO upon request, additional information is included in Section IV, COMPLIANCE WITH LAWS.

B. USE OF COUNTY BUSINESS SYSTEMS

During the term of this AGREEMENT and so long as OUTSIDE AGENCY is not in breach of its terms and conditions, COUNTY grants to OUTSIDE AGENCY use of the COUNTY Business System(s) as defined in **Section II**, which is selected by OUTSIDE AGENCY using Exhibit D to track users and computers.

OUTSIDE AGENCY and OUTSIDE AGENCY's employees understand and agree that there is no guarantee of performance associated with the use of COUNTY Business Systems.

OUTSIDE AGENCY agrees to use COUNTY Business Systems for the purpose of law enforcement only. These systems have access to confidential criminal records, Department of Motor Vehicles records, or other criminal justice information which is controlled by statute. Misuse of such information may adversely affect an individual's civil rights. OUTSIDE AGENCY's employees must have a legitimate business purpose in accessing the information, and they must have the legal authority pursuant to both law and OUTSIDE AGENCY's policy to access the information (Penal Code Sections 11105 and 13300).

OUTSIDE AGENCY agrees to, should the OUTSIDE AGENCY's employee not use COUNTY Business Systems accordingly, effect disciplinary action according to OUTSIDE AGENCY's policy or Penal Code Sections 11141-11143 and 11302-13304, Government Code Section 6200, and California Vehicle Code Section 1808.45.

COUNTY reserves the right to remove OUTSIDE AGENCY's employees' access to COUNTY Business Systems if OUTSIDE AGENCY does not take the appropriate action.

C. COUNTY BUSINESS SYSTEMS OFFERED

COUNTY is able to allow access to criminal justice systems to all OUTSIDE AGENCY's employees who are sworn and unsworn direct support to persons in the field, provided that the employees have had a fingerprint-based background check and are compliant with all federal and state laws regarding access to criminal justice information. The specific business system(s) available to the OUTSIDE AGENCY will be detailed in EXHIBIT D.

D. LIKE COMPUTER EQUIPMENT

COUNTY, in order to support its own personnel and deliver service to its constituents, will develop systems on specific hardware platforms. These platforms are kept in service for three to five years on average, depending upon the type of equipment.

OUTSIDE AGENCY is asked to procure/provide like computer equipment in order to facilitate installation/configuration of said equipment.

All equipment has been decided upon either through a request for bid or a request for proposal process. OUTSIDE AGENCY, if allowed, may work with our purchasing department in order to utilize any of these contracts.

COUNTY will not procure equipment on behalf of the OUTSIDE AGENCY, nor will it be responsible in any way for the delivery, repair, or return of said equipment. Any and all warranties or maintenance contracts are the responsibility of OUTSIDE AGENCY and not the COUNTY.

OUTSIDE AGENCY will provide and maintain their own equipment which will have an internet browser. SSO applications are written to support the most current version of Microsoft Edge and Google Chrome. Should any other internet browser work, it is coincidental and OUTSIDE AGENCY uses this at their own risk.

OUTSIDE AGENCY will maintain its own connection to SacJustice as well as necessary routers and firewalls.

County will configure the equipment listed on the most current Exhibit D. COUNTY will make its best effort to configure equipment on any previous Exhibit. County will not configure equipment not listed on any Exhibit.

E. BACKGROUND CHECKS

It is required that all OUTSIDE AGENCY employees who will be granted access to the COUNTY Business Systems will have completed a background investigation performed either by OUTSIDE AGENCY, the Sacramento County Sheriff's Department's Pre-Employment Unit, or by an agency with similar capabilities and experience. The background investigation should conform to California Government Code Sections 1029 and 1031, and follow the guidelines set forth by P.O.S.T. as

described in the publication POST Background Investigation Manual: Guidelines for the Investigator.

OUTSIDE AGENCY will create an XREF in WebKPF, adding a note that the OUTSIDE AGENCY's employee is employed by OUTSIDE AGENCY, and request that OUTSIDE AGENCY be notified should OUTSIDE AGENCY's employee be arrested. OUTSIDE AGENCY will notify SSO as soon as possible and reasonably after the arrest, and if appropriate, access to COUNTY Business Systems will be suspended for OUTSIDE AGENCY's employee.

**EXHIBIT B to AGREEMENT between the EL DORADO
COUNTY PROBATION, hereinafter referred to as
"OUTSIDE AGENCY," and COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY"**

COST RECOVERY

The COUNTY will send invoices to the OUTSIDE AGENCY for services. The invoice will be due 45 days upon receipt. Included will be a revised copy of Exhibits C and D as necessary.

In the event of the failure of OUTSIDE AGENCY to make any payment required herein when due, COUNTY may discontinue access to COUNTY Business Systems, and/or bring an action for the recovery of such payment and interest thereon. The exercise of any right provided in this AGREEMENT shall not preclude the COUNTY from exercising any other right so provided or at law; remedies provided herein or at law being cumulative and not exclusive.

**EXHIBIT C to AGREEMENT between the EL DORADO
COUNTY PROBATION, hereinafter referred to as
"OUTSIDE AGENCY," and COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY"**

COUNTY BUSINESS SYSTEMS/SERVICES

COUNTY grants access to the following systems to the OUTSIDE AGENCY per the terms of this AGREEMENT:

Subpoena Tracker
WebKPF

OUTSIDE AGENCY will designate the administrators to manage their users within the SacJustice Security System.

ADMINISTRATORS:

The County Officer or employee with responsibility for administering this Agreement is Kaci Smith, Chief Probation Officer, Probation Department, or successor.

**EXHIBIT D to AGREEMENT between the EL DORADO
COUNTY PROBATION, hereinafter referred to as
"OUTSIDE AGENCY," and COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY"**

ANNUAL SERVICES COST MENU

Fiscal Year 26/27

One application is \$15.00 per User per month
Two applications are \$20.00 per User per month

Fees shall be billed monthly based on the user counts reported for each month. Total amount of this agreement shall not exceed \$6,000.00, inclusive of all costs, taxes, and expenses.