



PLACER COUNTY  
SHERIFF  
CORONER-MARSHAL



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DEVON BELL  
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EDWARD N. BONNER  
SHERIFF-CORONER-MARSHAL

DEVON BELL  
SHERIFF

**TO:** Honorable Board of Supervisors  
**DATE:** November 25, 2008  
**FROM:** Edward N. Bonner, Sheriff-Coroner-Marshal  
Brad Fenocchio, District Attorney  
**SUBJECT:** Agreement with Sacramento County Information Technology (OCIT) for Criminal Justice Information System (CJIS) access for Web-based Known Persons Finder

**ACTION REQUESTED**

Your Board's approval is requested for an amendment of the Agreement with Sacramento County Information Technology (OCIT) for expanded access to Criminal Justice Information System (CJIS) for Web-based Known Persons Finder (WebKPF). Authorization is requested for the Sheriff-Coroner-Marshal to execute the amendment in the amount of \$396, for a new total agreement amount of \$18,672, on behalf of the County for system access for the Sheriff's Office (\$11,880) and District Attorney (\$6,792). The initial one-year term of the agreement began July 1, 2008. There is some capacity to add users as needed for a total not-to-exceed amount of \$25,000. The current additional cost of the WebKPF access of \$396 will be absorbed in the Fiscal 08/09 budget with no additional impact to the General Fund.

**BACKGROUND**

On July 22, 2008, your Board approved the agreement between the Placer County Sheriff-Coroner-Marshal to interface with the Sacramento County CJIS to share and access data from their system. Since that time, Sacramento County has developed a secure encrypted system that expands the information and access available. This will allow access to State Parole records, booking photos, and more data on the return. This additional information will increase the field investigative capabilities. The additional cost for this service is \$1 per month per connection. The Sheriff's Department has 21 connections and the District Attorney's office has 12 connections. For the total 33 connections for 12 months, the increased cost for a total year is \$396. The Sheriff's total increase is \$252 and the District Attorney is \$144.

As previously indicated, this access to Sacramento County's WebKPF and databases will allow the framework for searching records of other regional agencies and mobile and field fingerprinting. Your Board's approval of this amendment and the authorization for the Sheriff to execute is requested.

**FISCAL IMPACT**

Funding for this access will be absorbed in the FY 08/09 budget submitted to your Board. There will be no additional fiscal impact to the General Fund

**Amendment to  
AGREEMENT FOR  
ACCESS TO SACRAMENTO COUNTY  
CLETS/CJIS APPLICATIONS  
ADDING ATTACHMENT B MOU FOR  
SACRAMENTO COUNTY JUSTICE INFORMATION PORTAL**

THIS AMENDMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as OCIT or COUNTY, and Placer County, herein referred to as AGENCY.

**RECITALS**

WHEREAS, the COUNTY AND AGENCY entered into an Agreement for Access to Sacramento County CLETS/CJIS Applications, dated July 22, 2008, (the "Agreement") which provided for AGENCY'S access to COUNTY'S suite of CJIS applications for Law and Justice information; and

WHEREAS, COUNTY has introduced a new application, Web Known Person Finder (WebKPF) that provides more data in the return including booking photos and State Parole Data; and

WHEREAS, COUNTY has expanded access for a fee to cover the WebKPF for law enforcement partners that have an existing agreement;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and AGENCY agree to amend the original agreement 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. OCIT shall provide access to the COUNTY's Web-based Known Person Finder system, referred to as WebKPF within the Sacramento Justice Portal.
- c. COUNTY shall render assistance to AGENCY in order to provide for timely, efficient, and accurate implementation to access the CLETS/CJIS information.
- d. 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.
- e. The AGENCY will be responsible for all AGENCY equipment and maintaining the necessary secured point to point TCP/IP connections for their users.

**3. COMPENSATION/RATE CEILING**

The AGENCY shall pay COUNTY the following monthly fees:

|                             |                           |                   |
|-----------------------------|---------------------------|-------------------|
| • CPU Usage Fee             |                           | \$ 300.00         |
| • County WAN Fee            | 33 devices @ \$29.00 each | 957.00            |
| • WebKPF monthly access fee | 33 devices @ \$ 1.00 each | 396.00            |
| • Network Maintenance Fee   | 2 hour(s) @ \$133.00 each | 266.00            |
| Total monthly fees          |                           | <u>\$1,556.00</u> |

Total amount authorized under this Agreement (12 months) **\$18,672**

This fee will be recalculated on an annual basis and does not include any special programming, training, or support requested by the Agency. The price quoted above constitutes the current number of users of the Agency. Agency may authorize additional users on the system with the same rate as noted above. The not-to-exceed amount for this entire agreement is \$25,000.

COUNTY has the right to increase charges at each anniversary date to be effective starting with the first renewal. Written notice of rate increase shall be given to the customer no later than sixty days prior to the end of the current agreement and will become the new compensation/rate ceiling.

**6. MEMORANDUM OF UNDERSTANDING**

This Amendment and the attached MEMORANDUM OF UNDERSTANDING (Attachment B) are an integral part of the original Agreement (and the Memorandum of Understanding attached to the original Agreement as Attachment A), and full compliance by the AGENCY with the Agreement, the Amended Agreement, and each of the memorandums is required. Failure to abide by the memorandums may result in the immediate termination of CLETS/CJIS/WebKPF privileges for all of the AGENCY'S users.

All other terms and conditions of the original agreement are in full force and effect and remain unchanged.

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

COUNTY OF SACRAMENTO:

PLACER COUNTY:

By: \_\_\_\_\_  
Alan Douma  
Principal Administrative Analyst

By: \_\_\_\_\_  
Edward N. Bonner  
Sheriff-Coroner-Marshal

## Attachment B

# SACRAMENTO COUNTY JUSTICE INFORMATION PORTAL

## MEMORANDUM OF UNDERSTANDING

- 1. PURPOSE.** The purpose of this memorandum is to state the conditions pursuant to which the governmental entity identified below (User Agency) may participate in the Web-based Known Person Finder system, hereinafter, referred to as WebKPF. [REDACTED]
- 2. CONFIDENTIALITY.** WebKPF provides for the exchange of information including, but not limited to, arrest warrants and local criminal offender record information. [REDACTED] WebKPF data is to be treated with the same sensitivity as CLETS data. The [REDACTED] web servers support SSL encryption and all traffic to/from this system shall remain encrypted all the way to the end devices.
- 3. PERFORMANCE AND TIMELINESS.** The User Agency understands that WebKPF data is provided by a variety of sources including the Cal-ID program, the Sacramento County Criminal Justice Information System (CJIS), the California Department of Corrections and Rehabilitation (CDCR), CLETS, and the Sacramento County Probation case management system. An important objective of Sacramento County is to operate computer systems with maximum efficiency. However, information from these partner systems is sometimes delayed. Sacramento County is not responsible for any data delay issues, irrespective of its nature or its cause.
- 4. ACCURACY OF INFORMATION.** The data provided by WebKPF 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.
- 5. STATUTORY REQUIREMENTS.** The User Agency shall utilize the information obtained from CJIS for official purposes only and shall comply with all Federal and State statutes applicable to the dissemination of criminal offender record information. See U.S. Code Title 28, Chapter I, Part 20 and California Penal Code sections commencing with section 11105 and 13320.

6. **SECURITY ADMINISTRATION.** Agency Account administrators have the responsibility to ensure that all users have the right and need to access law-enforcement data and shall maintain a user agreement form for each user. User agreement forms are to be attached to the user's online security account such that audits can be performed without site visits. Sacramento County is not responsible for ensuring that users have the right and need to access law-enforcement information. Agency Account administrators are also responsible for the timely removal of any users accounts associated with users who have separated with the agency.
7. **DATA SHARING AGREEMENT.** Use of the WebKPF application within the [REDACTED] portal requires that the subscribing agency maintain a good faith effort to reciprocate by making their comparable data available through a secure data interface.
8. **PAROLEE DATA.** Parolee data is available through WebKPF but is sourced by 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 who 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.
9. **SUSPENSION OF SERVICES.** At the direction of the CJIS Security Committee, participation by the User Agency may be suspended for the purpose of protecting the integrity and efficiency of CJIS. Appropriate reasons for such suspension include, but are not limited to, failure by the User Agency to comply with: the provisions of this memorandum; any rule, policy or procedure adopted for CJIS operation; or any State or Federal law relating to the security and privacy of CJIS information. Any such suspension may terminate based on satisfactory assurance that the apparent problem has been corrected.
10. **BROWSER SUPPORT.** The WebKPF application has been developed to operate on Microsoft Internet Explorer (IE); other browsers will not be supported. Also, only 2 versions of IE will be supported. As new versions of IE are made available, they will be supported within 1 year of launch of the newly released IE version. Simultaneous to providing additional support for the new version, the oldest supported version will no longer be supported, meaning we will continue to support 2 and only 2 versions at any time.

Placer County Sheriff  
User Agency Name

Ed Bonner, Sheriff  
User Agency Head

CA0310000  
ORI Number

(530)889-7800  
Telephone Number

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## COUNTY OF SACRAMENTO

### *WebKPF Access Cost Model*

#### 1. Cost Model Overview

This Sacramento County WebKPF Application is a Law and Justice application that is being offered to the Sacramento's Regional Law Enforcement Community for a fee. The fee is based on costs incurred for the maintenance and support of the WebKPF application infrastructure. The Cost Model for these fees is described in the following sections for two types of agencies. The first agency type includes those agencies that already participate in Sacramento County's Law and Justice Data Information Sharing Infrastructure. The second agency type is for those agencies that are not participating in Sacramento County's Law & Justice Data Information Sharing Infrastructure.

#### 2. Cost Model for Participating Agencies

These agencies already have an existing contract with Sacramento County covering their access to the CJIS set of Law and Justice Information. Therefore, they just need to have the WebKPF access fee added to their contracted monthly CJIS charges. The additional monthly WebKPF access fees are as follows:

- WebKPF monthly access fee
 

|  |                      |
|--|----------------------|
| \$1/month per # Agency ExtraNet connections (as defined in the contract) |                      |
| (= \$1.00 x <u>  33  </u> Agency ExtraNet connections)                   | \$ <u>  33  </u> .00 |
- Total additional annual fee amount** (= 12 x monthly fee) **\$   396  .00**

The monthly fee would be activated on the next monthly billing cycle following the next update or renewal of the agency's CJIS contract.

The number of Extra Net connections is based on the number of devices listed in their Sacramento County CJIS contract.

#### 3. Cost Model for NON-Participating Agencies (New Participants)

These agencies do not have a CJIS access contract with Sacramento County. Therefore, they need to establish a Sacramento County CJIS contract. The monthly Law and Justice Data Information Sharing Infrastructure access fees are as follows:

- Data Access charge \$25 per month per # Agency Access Points  
(= \$25.00 x        Access Points) \$       .00
  - ExtraNet Connection Charge \$29 per month per # Agency ExtraNet connections  
(= \$29.00 x        ExtraNet connections) \$       .00
  - WebKPF access fee \$1 per month per # Agency ExtraNet connections  
(= \$1.00 x        Agency ExtraNet connections) \$       .00
  - Message Switch \$73 per month per # Agency message switch locations  
(= \$73.00 x        switch locations) \$       .00
  - 1 hour of support \$133/hr per month per Agency \$ 133.00
- Total monthly fee amount** **\$       .00**
- Total annual fee amount** (= 12 x monthly fee) **\$       .00**

For those departments that do not have a CJIS contract with Sacramento County, those departments will need to provide to Sacramento County the number of devices from which they would like to access the WebKPF application.

**NOTE:** New participating agencies will need to have a circuit established between their agency and Sacramento County in order to establish this access. Sacramento County is not involved with setting up or managing this circuit.

*29/5*

