

AGREEMENT FOR ACCESS TO SHERIFF DEPARTMENT'S AUTOMATED SYSTEMS

This agreement is made and entered into on July 1, 2014, (the "Execution Date"), by and between City of Redlands, Redlands Police Department (hereinafter "CONTRACTOR"), the County of San Bernardino (hereinafter "COUNTY") for the Sheriff's Department (hereinafter "SHERIFF") and the County of San Bernardino Information Services Department (hereinafter "ISD").

A. PURPOSE OF CONTRACT

- A.1** This contract provides for the SHERIFF, acting as the administrator of the California Law Enforcement Telecommunications System (CLETS), to serve as the agent responsible for the exchange of criminal offender record information and other criminal justice information between CONTRACTOR and the SHERIFF and statewide criminal justice agencies. In addition, it provides for the SHERIFF to facilitate the interchange of computerized criminal history data between the following agencies and databases:
- A.1.1** Federal Bureau of Investigation (FBI)
 - A.1.2** National Crime Information Center (NCIC)
 - A.1.3** National Law Enforcement Telecommunications System (NLETS)
 - A.1.4** Department of Motor Vehicles (DMV)
 - A.1.5** California Law Enforcement Telecommunications System (CLETS), received via the State CLETS network **(transaction fees apply and billed by SHERIFF)**
 - A.1.6** Super Name Search network **(transaction fees apply and billed by SHERIFF)**
 - A.1.7** Crime Web/Mugshot System
 - A.1.8** Identix-Cal ID
 - A.1.9** Property Evidence Tracking System **(transaction fees apply and billed by SHERIFF)**
 - A.1.10** Sheriff's Department Jail Management System (JIMS) **(transaction fees apply and billed by ISD)**
 - A.1.11** Sheriff's Central Name Index (CNI) **(transaction fees apply and billed by ISD)**
 - A.1.12** Sheriff's Automated Warrants (SAW) **(transaction fees apply and billed by ISD)**
- A.2** It is the intent of the parties to promote more effective regional law enforcement through the cooperative use and maintenance of the COUNTY and SHERIFF computerized data files.
- A.3** Access to the aforementioned databases requires connection to the COUNTY's Wide Area Network (WAN). CONTRACTOR will be required to enter into a separate agreement with ISD for connection to the COUNTY's WAN and for payment of costs associated with WAN connectivity.

B. CONTRACTOR RESPONSIBILITIES

- B.1** The CONTRACTOR agrees to limit access to information furnished by SHERIFF to its own employees and other criminal justice/law enforcement agencies. The CONTRACTOR further agrees to comply with Federal and State laws, rules, procedures, and policies formally adopted in the California Law Enforcement Telecommunications System Subscriber Agreement, and in regard to criminal history, information furnished through the FBI/NCIC/CCH (California Criminal History) and the NLETS Program, to rules, procedures and policies approved by the NCIC advisory policy board adopted for NCIC.
- B.2** The CONTRACTOR agrees to appoint an Automated Terminal Coordinator (ATC) to disseminate CLETS information and updates, to maintain training requirements and paperwork compliancy for all CONTRACTOR personnel. The assigned ATC shall understand the CLETS policies, Practices and Procedures Manual and comply with all of the Department of Justice guidelines. The ATC shall understand and comply with the Agency ATC Responsibilities guidelines, Exhibit B, attached hereto and incorporated herein by reference. This appointed staff member shall be the point of contact to the SHERIFF.

- B.3** In accordance with the State CLETS Policies, Practices, and Procedures Manual, and as designated by the State of California and the SHERIFF the CONTRACTOR shall be responsible for all security and privacy considerations relating to the use of the CONTRACTOR's terminal or terminals.
- B.4** The data provided to SHERIFF by the CONTRACTOR will be relevant to the criminal justice process. The completeness, accuracy, objectivity, and verifiability of information entered into the information system is paramount and the CONTRACTOR will cooperate with the regular auditing of the system in accordance with the California Department of Justice CLETS Policies, Practices, and Procedures Manual, to assure reliability of stored data. In addition, the procedures for maintaining and/or purging these records will be adhered to in order to enhance the reliability of all data.
- B.5** The CONTRACTOR is responsible to provide an audit trail of all CLETS entries made from all CONTRACTOR terminals accessing CLETS information through an established CAD-to-CAD connection.
- B.6** The CONTRACTOR agrees to cause employees; having access via the San Bernardino County IBM computer system to the Sheriff's Central Name Index (CNI), Jail Information Management System (JIMS) or any other Sheriff's Automated Systems, to complete security training before such access will be allowed. CONTRACTOR agrees to adhere to all State, COUNTY and Federal laws applicable to the confidentiality and the release of information.
- B.7** Each of the CONTRACTOR's employees requiring access to CNI must complete and sign a Central Name Index Authorization Statement, Exhibit A, attached hereto and incorporated herein by reference.

C. SHERIFF RESPONSIBILITIES

C.1 Access

SHERIFF's assigned Terminal Coordinator will review all applications for connection to the Telecommunications System, as well as requests to modify, move or increase the number of terminals in an existing agency.

C.2 Services Provided

SHERIFF agrees to furnish the CONTRACTOR access to such criminal offender record information and other criminal justice information as is made available to the State through the CLETS network and provide access to Sheriff's Automated Systems.

C.3 Equipment

The SHERIFF shall provide, maintain, operate, and manage equipment for an electronic data communications system in the San Bernardino County Sheriff's Data Center in order to provide the services specified in this contract. One or both of the following is required for CONTRACTOR to connect with the Sheriff's Message Switch computer:

C.3.1 A CAD to CAD interface or Terminal Browser Access

C.3.2 Connection to the County WAN

(NOTE: This contract does not include costs for equipment/services related to a private telecommunications connection. The WAN connection process and associated costs does not include a telecommunications connection at the local site and/or any additional equipment. CONTRACTOR shall be responsible for establishing its own telecommunications connection at the local site to the WAN connection.)

C.4 Support

SHERIFF shall render assistance to the CONTRACTOR in order to provide for timely, efficient, and accurate implementation of CAD/CLETS/RMS network operations.

C.5 The SHERIFF shall maintain records for auditing purposes on all CLETS entries in accordance with the Department of Justice mandates. All CAD-to-CAD Contractors' will also be responsible for maintaining their CLETS data and providing an audit trail on all CONTRACTOR terminals and/or employees accessing CLETS information via the CAD-to-CAD connection.

C.6 The SHERIFF reserves the right to suspend access to any information provided for in this contract, in accordance with the State CLETS Policies, Practices and Procedures Manual, when any rule, policy, or procedure adopted by SHERIFF, or approved by the NCIC or law of this county, state, or federal government applicable to the security and privacy of information is violated or appears to be violated by the CONTRACTOR.

D. CNI ACCESS LIMITATIONS

Access to the COUNTY's Sheriff Central Name Index (CNI) database is also limited, as follows:

D.1 In the interest of maintaining a regional criminal justice database, CONTRACTOR is granted inquiry capability to the COUNTY's Sheriff CNI database for law enforcement related data. The data accessed in CNI by the CONTRACTOR will be relevant to the criminal justice process. The CONTRACTOR will cooperate with regular auditing of the system to assure security of stored data.

D.2 CONTRACTOR agrees to require all employees who access CNI to complete and sign a Central Name Index Authorization Statement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

D.3 The Sheriff-Coroner or his representative will act as "Controller" facilitating the entry and retrieval of computerized CNI information.

E. TERM AND TERMINATION

The term of this contract shall be for a period commencing on July 1, 2014, the Execution Date, and ending on June 30, 2017. Notwithstanding the foregoing, this contract may be terminated at any time with or without cause by CONTRACTOR or by SHERIFF upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

F. FISCAL PROVISIONS

F.1 FEES

F.1.1 CLETS Teleprocessing Support/Maintenance Costs will be billed by SHERIFF.

F.1.2 CLETS Terminal Browser Access will be billed by SHERIFF.

F.1.3 Transaction Fees for Systems listed in #A-1.5, A 1.6, and A.1.9 indicated in Section A.1 above will be billed by SHERIFF; Systems listed in #A.1.10 - A.1.12 will be billed by ISD.

F.1.4 Connection to the County WAN will be billed by ISD and a one-time fee applies.

F.1.5 County WAN Access is provided for under a separate agreement with ISD and will be billed by ISD.

F.2 CONTRACTOR shall pay SHERIFF the sum of money per Schedule A attached hereto and incorporated herein by reference. SHERIFF shall invoice CONTRACTOR for the cost of services quarterly in arrears. Payment shall be due within thirty (30) days from the date of each invoice. Basic installation of service will be provided by the SHERIFF. Installation fees, cost of additional services, equipment, related supplies and changes or modifications will be paid for by the CONTRACTOR. The total cost to provide, repair or replace machines, printers, and other equipment shall be the responsibility of the CONTRACTOR. Time costs, maintenance and diagnostic costs will be paid by the CONTRACTOR. Costs will be adjusted in the event of any level of service changes.

F.3 Schedule A reflects the rates in effect at the Execution of this agreement. SHERIFF shall have the right to adjust the contract rates annually and any subsequent rate change(s) shall become effective on July 1 of the County fiscal year (July 1 through June 30). Such rate change(s) is effected by the service provided during the prior calendar year and increased labor costs from Memorandum of Understanding changes, which increase labor costs. SHERIFF shall provide notice to CONTRACTOR of pending rate change(s) by providing CONTRACTOR with a revised Schedule A reflecting such rate change(s).

G. INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

H. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Sheriff's Department
Bureau of Administration
P.O. Box 569
San Bernardino, CA 92402-0569

City of Redlands
Redlands Police Department
P.O. Box 3005
Redlands, CA 92373-1505

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

I. ENTIRE AGREEMENT

This Contract, including all Exhibits and Schedule, which are attached hereto and incorporated by reference, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will. Any amendment to this contract shall be in writing signed by both parties.

In Witness Whereof, the parties have duly executed and delivered this Contract on the Execution Date.

City of Redlands

San Bernardino County Sheriff's Department



Authorized signature



Sheriff-Coroner or authorized designee's signature

PETE AGUILAR

Name of person signing agreement (print or type)

STEPHEN HIGGINS

Name of person signing agreement (print or type)

MAYOR

Title

SHERIFF'S CAPTAIN

Title

5/20/14

Date

6/23/14

Date

ATTEST:



Sam Irwin, City Clerk

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

SCHEDULE 'A'

**CITY OF REDLANDS
REDLANDS POLICE DEPARTMENT & REDLANDS FIRE DEPARTMENT**

FY 2014-15 *

**COST SCHEDULE
CHARGES FOR SHERIFF'S AUTOMATED SYSTEMS**

CLETS ANNUAL MAINTENANCE & SUPPORT COSTS:	<u>Annual Cost</u>
<u>Service</u>	
CLETS CAD-to-CAD Connection (\$100/Month) (REDX Redlands PD)	\$1,200
CLETS Teleprocessing Support/Maintenance Costs (\$50/Month)	\$600
CLETS Terminal Browser Access (\$10.50/Month/Terminal): (RFD01 Redlands Fire)	\$126
CLETS Transactions Cost (2013 data)	\$8,140
CLETS ANNUAL MAINTENANCE & SUPPORT COSTS:	\$10,066
<u>QUARTERLY PAYMENT IN ARREARS FOR CLETS:</u>	\$2,516.50

ADDITIONALLY:

The Contractor shall be billed Transaction Fees on a monthly basis by County ISD in arrears resulting from use of the following systems:

Sheriff's Department Jail Management System (JIMS)
Sheriff's Central Name Index (CNI)
Sheriff's Automated Warrants (SAW)

Property Evidence Tracking System (PETS): The Contractor shall be billed for the system transaction fees at the rate of 6 cents per transaction, billing by SHERIFF on a quarterly basis for actual usage in arrears and included with their quarterly bills for CLETS.

* The rates on this page are for the fiscal year 2014-15 only and will be adjusted each fiscal year.

NAME: _____
(Last) (First) (Middle)

DOB: _____
(Month) (Day) (Year)

AGENCY/STATION: _____

CALIFORNIA DRIVER'S LICENSE: _____

SOCIAL SECURITY NUMBER: _____

EMPLOYEE NUMBER: _____

PD# (if applicable): _____

SUPERVISOR SIGNATURE: _____

THIS PERSON REQUIRES:

☐ INQUIRY ONLY

☐ INQUIRY & UPDATE

JUSTIFICATION: _____

1. I have completed the above questionnaire, and the information submitted is accurate to the best of my knowledge.
2. I understand that the Sheriff's Automated Systems are for Law Enforcement use only and are protected by State Law. Accidental or deliberate disclosure of County information, modification, or misuse may result on disciplinary action up to, and including loss of employment and prosecution under applicable laws.
3. Violation of one or more of the following procedural rules may result in disciplinary action.
 - a. The unauthorized use of another individual's name and/or identification information for the purpose of inquiry or entry into one or more of the Sheriff's Automated Systems.
 - b. The unauthorized deletion or altering of any existing data in one or more of the Sheriff's Automated Systems.
 - c. The unauthorized input (or causing of input) of false information to one or more of the Sheriff's Automated Systems.

SIGNATURE: _____ **DATE** _____

Automated Terminal Coordinator (ATC) Responsibilities

**San Bernardino County Sheriff's Department
Technical Services Division
CLETS Administration Section
655 East Third Street
San Bernardino, CA 92415-0061**

**Telephone: (909)387-4357
Fax: (909)387-3666**

An Automated Terminal Coordinator (ATC) the key person chosen by his/her respective agency to serve as the coordinator with the San Bernardino County Sheriff's Department (usually the same person who serves as the CLETS Coordinator to the DOJ) on matters pertaining to CLETS contracts with the Sheriff's Department, CAD/RMS connections to the message switch, maintenance of the users database, as well as all other matters pertaining to the use of; CLETS, NCIC, NLETS, and the DOJ criminal justice data bases.

The ATC should be familiar with all aspects of the aforementioned items. The liaison's primary responsibilities include:

Administration/Record Keeping

- Coordinate and/or respond to CLETS related correspondence.
- Notify the Sheriff's Department of any changes in address, phone number, agency representatives, contracts, CAD/RMS connections, and other information pertaining to your agency.
- On a quarterly basis, ensure the accuracy of CLETS user security files within your agency, deleting/disabling users who are no longer employed. Report this information to the Sheriff's Department coordinator if you have a direct connection using their terminals.
- Ensure Management Control, Interagency Agreements, or Release of CLETS Information Agreements are on file and kept current with the signature of new agency heads, if applicable.
- Maintain a copy of all contractual agreements.

Policy

- Ensure compliance with CLETS, CJIS, NCIC, and NLETS policies and regulations.
- Ensure CLETS terminals, equipment, and messages are secure from unauthorized access.

System

- Maintain and have available a current system diagram.
- Maintain and have available a list of all Sheriff's Department CLETS terminal locations within the agency, identifying the location, ORI, and mnemonic assigned to the terminal.
- Coordinate any terminal access level changes, requests for additional CLETS mnemonics, and applications for upgrading service.

Training

- Advise terminal operators within your agency of the formats used on Sheriff's Department terminals within your agency.
- Determine the need to coordinate CLETS related training