

RESOLUTION NO. 23-8757

AUTHORIZING THE SHERIFF TO EXECUTE AN AGREEMENT WITH THE
DEPARTMENT OF JUSTICE (DOJ)

WHEREAS the Department of Justice (DOJ), upon the submission of fingerprints by the Plumas County Sheriff's Office, has the ability to provide Criminal Offender Record Information (CORI);

WHEREAS the PCSO desires to enter into an agreement to receive CORI from the DOJ upon submission of fingerprints to the DOJ.

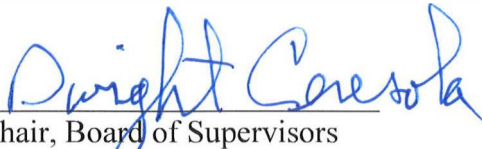
NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Plumas is authorized, on behalf of this Board of Supervisors, to sign Agreement #PCSO00097 with the DOJ, including any amendments of modification thereof; provided, however, that any amendments shall be subject to approval by the Purchasing Agent or this Board to the extent such approval is required by the Purchasing Policy or other County policy.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the 10th day of January 2023 by the following:

Ayes: Supervisor(s) Engel, Hagwood, McGowan, Goss, Ceresola

Noes: None

Absent: None


Chair, Board of Supervisors

ATTEST:


Clerk of the Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PCSO00097

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

COUNTY OF PLUMAS, a political subdivision of the State of California

CONTRACTOR NAME

DEPARTMENT OF JUSTICE (DOJ)

2. The term of this Agreement is:

START DATE

January 1, 2023

THROUGH END DATE

December 31, 2023

3. The maximum amount of this Agreement is:

\$25,000.00 Twenty-Five Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

DEPARTMENT OF JUSTICE (DOJ)

CONTRACTOR BUSINESS ADDRESS

1300 I STREET, ROOM 810

CITY

SACRAMENTO

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

CHRIS RYAN

TITLE

CHIEF, DIVISION OF OPERATIONS

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

COUNTY OF PLUMAS (PCSO)

CONTRACTING AGENCY ADDRESS

1400 E. MAIN STREET

CITY

QUINCY

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

TODD JOHNS

TITLE

SHERIFF

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Approved as to form:

Joshua Brechtel

Deputy Plumas County Counsel

EXHIBIT A **SCOPE OF WORK**

The County of Plumas, hereinafter referred to as PCSO and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCSO with DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:

A. The DOJ is responsible to receive and process the PCSO CORI requests via electronic submissions. The DOJ shall provide the PCSO with the following information when the DOJ receives and processes CORI requests submitted by PCSO, for PCSO:

- DOJ CORI or a no record response and (if authorized) subsequent arrest notifications
- FBI CORI or a no record response for initial submissions (as applicable)
- Child Abuse Central Index (CACI – as applicable)
- Peace Officer Carry Concealed Weapon (CCW – as applicable)
- Other – Custodian of Records (COR – as applicable)

B. The DOJ is responsible to receive and process CORI requests submitted by PCSO on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCSO.

2. The PCSO Responsibilities:

A. The PCSO will request CORI electronically. The PCSO is statutorily authorized to request and receive CORI under ORI Number CA0320000. Accordingly, the DOJ will deal exclusively with the PCSO for all issues associated with these responses.

B. The PCSO agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ, in accordance with the FBI CJIS Security Policy. The PCSO, any official or employee of the PCSO shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.

C. The PCSO, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

Requesting Agency:

COUNTY OF PLUMAS (PCSO)
Livescan Account

Name: Roni Towery

Address: 1400 E. Main St.
Quincy, CA 95971

Phone: (530) 283-6396

FAX: (530) 283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/OSP – Electronic Billing Unit

Name: DOJ Contract Analyst

Address: P.O. Box 160608
Sacramento, CA 95816-0608

Phone: (916) 210-3435

FAX:

E-Mail: Doj.appbill@doj.ca.gov

Contract inquiries:

Requesting Agency:

PCSO
Livescan Account

Name: Roni Towery

Address: 1400 E. Main St.
Quincy, CA 95971

Phone: (530) 283-6396

FAX: (530) 283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/OSP – Electronic Billing Unit

Name: DOJ Contract Analyst

Address: P.O. Box 160608
Sacramento, CA 95816-0608

Phone: (916) 210-2462

FAX:

E-Mail: Doj.appbill@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.

5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

EXHIBIT B **Invoicing and Payment Provisions**

Invoicing

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30-days written notice.

Current CORI costs and related fees:

State Level Response	\$32	X	CORI submissions specific to the <u>PCSO</u> , as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X .
Federal Level Response	\$17	X	
Federal Level Response (Volunteer)	\$15		
California Child Abuse Index (CACI)	\$15	X	
Trustline CACI	\$15		
Adoption CACI	\$15		
Peace Officer Carry Concealed Weapon (CCW)	\$19	X	
Employment CCW	\$22	X	
Private Patrol/Security Guard CCW	\$38		
Standard CCW	\$44	X	
Judge CCW	\$66	X	
Reserve/Custodial Peace Officer CCW	\$88	X	
Fingerprint Roller Certification	\$25		
DOJ Fingerprint Rolling Fee	\$10		
Record Review	\$25		
DSS Fee	\$10		
CS DSS Fee	\$20		
Custodian of Records	\$62		

The PCSO agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 120112, with a tear-off bottom that must be returned with payment. The PCSO is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCSO, and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Sheriff's Office
ATTN: Roni Towery
1400 E. Main Street
Quincy, CA 95971

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ 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 program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCSO or its representative(s).

The PCSO agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.