

ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT

ITD HQ – 393 13th STREET, OAKLAND, CA 94612 • (510) 481-3700

TIM DUPUIS
CHIEF INFORMATION OFFICER

November 25, 2020

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: APPROVE STANDARD AGREEMENT NO. 20-0045 WITH THE CALIFORNIA DEPARTMENT OF JUSTICE FOR ACCESS TO THE COUNTY LAWNET PORTAL FROM 7/1/20 - 6/30/23, IN THE AMOUNT OF \$7,944

Dear Board Members:

RECOMMENDATION:

Authorize a Standard Agreement with the California Department of Justice (DOJ) #20-0045 to provide access to the County LAWNET portal and allow the DOJ access to the County's automated criminal information system (CRIMS), for the period of 7/1/20 - 6/30/23, in the amount of \$7,944.

DISCUSSION/SUMMARY:

The California Department of Justice (DOJ) and Alameda County have entered into this Agreement for the purpose of allowing the DOJ online, read-only access to the agency's automated criminal information system (CRIMS) to obtain arrest and court information. Information needed includes charge and sentence information, court case numbers, diversion status and dismissal reasons, warrant information, probation conditions, and firearm restrictions. There is no VPN access. This information is critical to the DOJ's ability to provide complete, accurate, and timely criminal offender record information to criminal justice agencies for investigative, arrest, and incarceration purposes.

County Counsel has reviewed and approved the service agreement in its entirety. This contract will allow ITD to receive payment for services provided to the DOJ.

SELECTION CRITERIA AND PROCESS:

The County of Alameda provides the services to the State of California Department of Justice; therefore, the selection criterion is not applicable.

Honorable Board of Supervisors

November 25, 2020

Page 2

FINANCING:

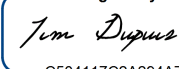
The County will bill the State of California Department of Justice (DOJ) for a total of \$7,944 for three years. There is no net County cost.

VISION 2026 GOAL:

The provision of CRIMS access to the California Department of Justice meets the the 10x goal pathways of **Accessible Infrastructure** and **Crime Free County** in support of our shared vision of **Safe and Liveable Communities.**

Sincerely,

DocuSigned by:



C504117C2A294A7...

Tim Dupuis

CIO

Attachment

cc: Melissa Wilk, Auditor-Controller

Donna Ziegler, County Counsel

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20-0045	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------------	---

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

CONTRACTING AGENCY NAME

Department of Justice

CONTRACTOR NAME

Alameda County Information Technology Department

Approved as to Form, Donna Ziegler,
County Counsel for the County of Alameda:


2. The term of this Agreement is:

START DATE

07/01/2020

THROUGH END DATE

06/30/2023

DocuSigned by:

 By: Ray Lara 11/30/2020
5822BB67A3E74BC
 Raymond Lara
 Senior Deputy County Counsel

3. The maximum amount of this Agreement is:

\$7,944.00 (Seven Thousand Nine Hundred Forty-Four Dollars and Zero Cents)

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 (04/2017)	
+		
-		

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.)

Alameda County Information Technology Dep

CONTRACTOR BUSINESS ADDRESS

1106 Madison Street

CITY

Oakland

STATE

CA

ZIP

94607

PRINTED NAME OF PERSON SIGNING

RICHARD VALLE

TITLE

President, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

12/24/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Justice

CONTRACTING AGENCY ADDRESS

1300 I Street, Suite 820

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Alaina Taylor

TITLE

Manager, OPS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

C-2020-184

EXHIBIT A

STATEMENT OF WORK (Agency Agreement)

Purpose

The California Department of Justice (DOJ), and Alameda County, the agency allowing direct access, hereby enters into this Agreement for the purpose of allowing the DOJ on-line, read only access to the agency's automated criminal information system to obtain arrest and court information. Information needed includes charge and sentence information, court case numbers, diversion status and dismissal reasons, warrant information, probation conditions, and firearm restrictions. There is no access through Citrix, Mocha, Attachmate, and/or Virtual Private Network (VPN) client connection.

This information is critical to DOJ's ability to provide complete, accurate, and timely criminal offender record information to criminal justice agencies for investigative, arrest, and incarceration purposes as well as to applicant agencies for assessing an applicant's suitability for employment licensing and certification.

DOJ agrees to abide by all existing and future security practices, policies, and protocols established by the county for the duration of the agreement. DOJ understands the county may perform security audits and the county reserves the right to immediately terminate DOJ access if any audit discloses non-compliance with security practices and policies.

Term

The term of this Agreement shall be from 07/01/2020 and will continue until: (1) a written notice is received stating this Agreement is canceled by the agency or (2) a notice is provided to the agency from DOJ stating that access is no longer required, or (3) 06/30/2023, whichever comes first.

Points of Contact

The Program representatives during the term of this Agreement will be:

DOJ

Annette Ah Po
4949 Broadway
Sacramento, CA 95820
Ph: (916) 210-4153
Email: annette.ahpo@doj.ca.gov

**Alameda County Information Technology
Department**

Tim Dupuis
1106 Madison Street, Room #336
Oakland, CA 94607
Ph: (510) 481-3700
Email: tim.dupuis@acgov.org

Contract inquiries should be addressed to:

DOJ

Michelle Jimenez
4949 Broadway
Sacramento, CA 95820
Ph: (916) 210-4155
Email: michelle.jimenez@doj.ca.gov

**Alameda County Information Technology
Department**

Donna Hom
1106 Madison Street
Oakland, CA 94607
Ph: (510) 481-3704
Email: donna.hom@acgov.org

Direct Access Liaison

Albert Fong
4949 Broadway, Room
Sacramento, CA 95820
Ph: (916) 210-5114
Email: albert.fong@doj.ca.gov

IT Contact

Gerald Nalagan
1106 Madison Street
Oakland, CA 94607
Ph: (510) 272-3642
Email: gerald.nalagan@acgov.org

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

Invoicing

The Contractor shall submit monthly invoices in triplicate in arrears stating the Agreement Number and dates of service. Electronic invoices will also be accepted. Invoices shall be submitted to:

DEPARTMENT OF JUSTICE
4949 Broadway, Room H-127
Sacramento, CA 95820
Attn: Michelle Jimenez
Michelle.Jimenez@doj.ca.gov

Budget Contingency Clause

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

Prompt Payment Clause

Payment will be made monthly, in arrears, in accordance with the provisions of the California Prompt Payment Act, Government Code section 927, et seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services; (b) receipt of an undisputed invoice – whichever is later.

EXHIBIT B

ATTACHMENT 1

BUDGET BREAKDOWN

07/01/2020 through 06/30/2023

Description	07/01/2020 to 06/30/2021	07/01/2021 to 06/30/2022	07/01/2022 to 06/30/2023
Electronic Access to Case Management System CRIMS - \$200.00 per month (may increase)	\$2400.00	\$2640.00	\$2904.00
GRAND TOTAL			\$7944.00

*Should a rate increase occur, the Agreement will be amended to reflect the change.

