



AGENDA _____ October 24, 2023

October 5, 2023

Honorable Board of Supervisors
County Administration Building
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

SUBJECT: **APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE SHERIFF'S OFFICE AND THE ALAMEDA COUNTY FIRE DEPARTMENT**

Dear Board Members:

RECOMMENDATIONS:

Approve a Memorandum of Understanding between the Sheriff's Office and the Alameda County Fire Department for the Sheriff's Office to provide fingerprinting and background investigation services for the retroactive contract period of 7/1/23 to 6/30/25.

DISCUSSION/SUMMARY:

The Alameda County Sheriff's Office (ACSO) has a Backgrounds unit dedicated to performing all phases of a thorough background check during the employee recruitment process for both sworn and professional positions. ACSO also has a Livescan fingerprint capture station to transmit fingerprint images electronically for background checks and licensing.

The ACSO's Backgrounds unit periodically receives requests to perform fingerprinting services, as well as partial (mini-background investigation) and complete background inquiries, for local agencies within Alameda County. The Alameda County Fire Department (ACFD) has requested the ACSO to provide fingerprinting and background investigation services as part of their pre-employment screening and verification process. Upon each complete request, ACFD will receive a comprehensive background check of an applicant's employment history, drug history, criminal record and character references prior to selection for employment. In addition, applicants will be fingerprinted at the ACSO's facility as part of the screening package.

There are four different services that can be requested: fingerprint check only, mini-background investigation without a fingerprint check, fingerprint check and mini-background investigation, or a complete background investigation. For each service requested, ACFD will reimburse ACSO the following amounts: \$175 for one (1) fingerprint check, \$225 for one (1) mini-background investigation without a fingerprint check, \$300 for one (1) fingerprint check and

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mini-background investigation, and \$2,500 for a complete background investigation per applicant.

The Memorandum of Understanding (MOU) has been approved by the Alameda County Fire Department.

FINANCING:

No additional appropriations are required. The costs associated with fingerprinting and background investigation services will be reimbursed by the Alameda County Fire Department. There will be no increase in net County cost as a result of your approval.

VISION 2026 GOAL:

The MOU between ACSO and ACFD for fingerprinting and background investigation services meets the 10X goals pathways of a **Crime Free County** in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:
Richard Lucia
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for
Yesenia Sanchez
Sheriff-Coroner

YS:AMM:amm

DocuSigned by:
William McDonald
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William McDonald
Fire Chief

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALAMEDA COUNTY FIRE DEPARTMENT AND
THE ALAMEDA COUNTY SHERIFF'S OFFICE
FOR PROVIDING FINGERPRINTING AND BACKGROUND SERVICES

I. Statement of Intent

This Agreement ("Agreement") is by and between the Alameda County Fire Department, herein referred to as "ACFD" and the Alameda County Sheriff's Office, hereinafter referred to as "ACSO". This Agreement sets forth the understanding reached between these two organizations related to fingerprinting and background investigation services provided by ACSO to ACFD.

II. Term of Agreement

This Agreement shall commence on July 1, 2023, and shall continue until June 30, 2025. Prior to the expiration of this term, the ACSO and ACFD may determine the feasibility of extending the Agreement for a mutually agreed upon time period for mutually agreed upon terms.

This Agreement may be modified at any time with the written consent of both parties during the term of the Agreement.

III. Description of Services Provided by ACSO

ACSO shall provide to ACFD, on an as-requested basis, the following:

- A.** Conduct fingerprint checks for temporary employees.
- B.** Conduct fingerprint checks and conduct a mini-background investigation for temporary employees. This includes a check for warrants, local records check, and a driver's license check.
- C.** Conduct a full background investigation which delivers a comprehensive check of the employee including a DOJ fingerprint check, check for warrants, local records check, driver's license check, review of character references, employment history, drug history, criminal record, and neighborhood check. ACSO Backgrounds Unit estimates each background investigation will be completed in approximately 90 days.
- D.** The results of the background investigation will be documented in a comprehensive narrative report and provided to ACFD, for hiring consideration.

IV. Pricing

- A.** The cost of one (1) fingerprint check only: \$175.00.
- B.** The cost of one mini-background investigation without a fingerprint check: \$225.00.
- C.** The cost of one fingerprint check and mini-background investigation: \$300.00.
- D.** The cost of one (1) completed background investigation is \$2,500.00 per applicant submitted.

V. Invoices and Payment

Invoices for services performed and expenses incurred shall be submitted by the ACSO to ACFD by journal voucher on a monthly basis reflecting monthly utilization of ACSO services. ACFD shall remit payment within forty-five (45) days of receipt of the invoice.

VI. ACFD Cooperation

To facilitate the performance of the services to be performed pursuant to the Agreement, it is hereby agreed that the ACSO shall have full cooperation and assistance from ACFD, its staff, agents, and employees, as necessary.

VII. Time of Essence

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance, provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

VIII. Termination

A. For Convenience ACFD or ACSO may terminate this agreement any time upon (90) ninety days written notice. If this Agreement is terminated by either party, ACSO shall be entitled to compensation for services performed pursuant to the Agreement, to the effective date of termination.

B. With Cause either party hereto shall have the right to terminate this Agreement in the event of a material breach or default hereunder by the other party, by the giving of written notice thereof specifying the grounds for such termination. Such termination shall be effective thirty (30) calendar days after the giving of written notice of termination if the default or breach specified in the notice shall not then have been cured.

IX. Integration Clause

This Agreement contains the entire agreement between the parties hereto with respect to the matters addressed herein and supersedes all prior agreements, written or oral, between the parties on such matters.

X. Modifications to Agreement

Any modifications to this Agreement shall be in writing and signed by the authorized representative of each agency.

XI. Severability Clause

Should any provisions of this Agreement be unenforceable, those provisions shall be considered severable, and the remaining provisions shall remain in effect.

Agreement between
ACSO and ACFD

XII. Entire Agreement

This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between ACSO and ACFD relating to the subject matter of this Agreement. This Agreement may not be modified except by a written document signed by both parties.

IN WITNESS WHEREOF, the parties have executed this contract on the date set forth below.

SHERIFF'S OFFICE

ACFD

DocuSigned by:
Yesenia Sanchez
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Date: 9/21/2023

DocuSigned by:
William McDonald
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Date: 9/21/2023

Yesenia Sanchez, Sheriff-Coroner
Alameda County Sheriff's Office

William McDonald, Fire Chief
Alameda County Fire Department