



Legislation Text

File #: 2021-0596, **Version:** 1

To: Board of Supervisors

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number: Melissa MacDonald, 565-3922

Vote Requirement: Majority

Supervisory District(s): Countywide

Title:

Agreement for Consumer Reporting and Ancillary Services

Recommended Action:

- A) Authorize the Sheriff to execute a Master Agreement with TransUnion for consumer reporting and ancillary services for estimated annual cost of \$2,500. The Master Agreement will remain in effect until cancelled by either party. The Master Agreement requires Board approval due to the indefinite term, as well as the indemnification and liability language.
- B) Authorize the Sheriff to execute future TransUnion agreements and amendments provided that such agreements have a similar scope, costs under the Sheriff's delegated authority of \$50,000, and contain terms and conditions consistent with the Master Agreement.

Executive Summary:

The Sheriff's Office completes background investigations on all prospective Sheriff's Office employees, as well as other County employees with access to Sheriff's Office facilities. As part of the background investigation, the Sheriff's Office utilizes TransUnion for credit checks and consumer reports.

The Master Agreement template that TransUnion requires the Sheriff's Office to use includes a term that exceeds three years and indemnification and liability language that goes beyond the Sheriff's delegated authority to approve. For example, the attached Master Agreement (1) limits TransUnion's liability for breach of contract to a refund of the fees paid; (2) provides limited indemnification for claims of intellectual property infringement received by the County; and (3) shortens the statute of limitations to bring an action for breach of contract to two years. The Recommended Actions before the Board would delegate authority to the Sheriff to execute service agreements and any associated amendments with TransUnion for consumer reporting and ancillary services for the purpose of conducting background investigations. The total annual payments will not exceed the Sheriff's delegated purchasing authority of \$50,000. Annual payments have historically averaged approximately \$2,500.

Discussion:

Government Code Section 1031 and mandates from the California Commission on Peace Officer Standards and Training (POST) require that a thorough background investigation be conducted prior to the employment of any peace officer. Title II, Chapter 2, Section 1018 of the California Code of Regulations for POST extends the same background investigation mandates to Public Safety Dispatchers. Investigations for sworn staff normally include a criminal history check, credit check, fingerprinting, psychological evaluation (written and oral),

polygraph examination, and an intense field investigation covering the applicant's entire history.

In addition, mandates, Sheriff's policy, and the Department of Justice require background investigations of varying degrees to be conducted on all other non-sworn employees (both full-time and part-time), contract employers, volunteers and other County employees with access or who work in Sheriff's Office facilities.

Deputies and correctional officers who are trained in background investigations are assigned to Personnel within the Sheriff's Administration conduct these investigations. One tool they use is to check individual's consumer and credit history through companies providing these services.

The Sheriff's Office utilizes TransUnion for consumer reporting and credit checks. Annual costs vary and are approximately \$2,500. The Master Agreement template that TransUnion requires the Sheriff's Office to use includes a term that exceeds three years and indemnification and liability language that goes beyond the Sheriff's delegated authority to approve. For example, the attached Master Agreement (1) limits TransUnion's liability for breach of contract to a refund of the fees paid; (2) provides limited indemnification for claims of intellectual property infringement received by the County; and (3) shortens the statute of limitations to bring an action for breach of contract to two years. As such, the Sheriff's Office requests the authority for the Sheriff to approve this Agreement for Consumer Reporting and Ancillary Services, along with any associated amendments, with terms and conditions consistent with the Master Agreement, that are vetted by County Counsel.

Prior Board Actions:

None.

FISCAL SUMMARY

Expenditures	FY21-22 Adopted	FY22-23 Projected	FY23-24 Projected
Budgeted Expenses	\$2,500	\$2,500	\$2,500
Additional Appropriation Requested			
Total Expenditures	\$2,500	\$2,500	\$2,500
Funding Sources			
General Fund/WA GF	\$2,500	\$2,500	\$2,500
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$2,500	\$2,500	\$2,500

Narrative Explanation of Fiscal Impacts:

The FY 21-22 Adopted Budget includes \$2,500 in funding for consumer reporting and ancillary services. The same \$2,500 amount will also be budgeted in future fiscal years.

Staffing Impacts:			
Position Title (Payroll Classification)	Monthly Salary Range (A-I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

There are no staffing impacts associated with this Agreement.

Attachments:

TransUnion Master Agreement for Consumer Reporting and Ancillary Services
TransUnion Addendum for Access

Related Items "On File" with the Clerk of the Board:

N/A.