

**Memorandum of Understanding
South Bay Information Sharing System (SBISS)
SOUTH BAY REGION NODE**

This Memorandum of Understanding (“MOU”) is made and entered into on this ____ day of _____ and year _____ by and between the parties below and all future signers of this Agreement, known collectively as “Member Agencies” or individually as a “Member Agency.”

The following Member Agencies hereby create the South Bay Information Sharing System (SBISS) SOUTH BAY REGION NODE (Node): The following agencies are collectively known as the “Original Member Agencies.”

Santa Clara County:

- Campbell Police Department
- Gilroy Police Department
- Los Altos Police Department
- Los Gatos-Monte Sereno Police Department
- Milpitas Police Department
- Morgan Hill Police Department
- Mountain View Police Department
- Palo Alto Police Department
- San Jose Police Department
- Santa Clara County Sheriff’s Office
- Santa Clara Police Department
- Sunnyvale Department of Public Safety

Santa Cruz County:

- Capitola Police Department
- Santa Cruz Police Department
- Santa Cruz County Sheriff’s Office
- Watsonville Police Department

Monterey County:

- Carmel Police Department
- Del Rey Oaks Police Department
- Gonzales Police Department
- Greenfield Police Department
- King City Police Department
- Marina Police Department
- Monterey Police Department
- Monterey County Sheriff’s Office
- Pacific Grove Police Department
- Salinas Police Department
- Sand City Police Department
- Seaside Police Department
- Soledad Police Department

San Benito County:

- Hollister Police Department
- San Benito County Sheriff’s Office

Additionally, the following Member Agencies hereby also compose the South Bay Information Sharing System (SBISS) SOUTH BAY REGION NODE (Node): The following agencies are collectively known as the “District Attorney Member Agencies.”

- Santa Clara County District Attorney’s Office
- Santa Cruz County District Attorney’s Office
- Monterey County District Attorney’s Office
- San Benito County District Attorney’s Office

Additionally, the following Member Agencies hereby also compose the South Bay Information Sharing System (SBISS) SOUTH BAY REGION NODE (Node): The following agencies are collectively known as the “University Police Member Agencies.”

- California State University, Monterey Bay Police Department
- San Jose State University Police Department

Additionally, the following Member Agencies hereby also compose the South Bay Information Sharing System (SBISS) SOUTH BAY REGION NODE (Node): The following agencies are collectively known as the “Probation Member Agencies.”

- Santa Clara County Probation Department
- San Benito Probation Department
- Monterey County Probation Department
- Santa Cruz County Probation Department

Purpose

This regional law enforcement information-sharing system shall be known as the SBISS South Bay Region Node. The purpose of this agreement is to maintain the South Bay Region Node, to outline the duties and responsibilities of each Member Agency, to define the working relationships and lines of authority for Member Agencies in the SBISS South Bay Region Node, and to provide for the addition of other eligible entities in the data-sharing program created by this MOU. Member Agencies shall work cooperatively to establish an integrated system of information technology that maximizes the sharing of data and communication between the Member Agencies while maintaining the confidentiality of privileged or otherwise protected information shared through the system. The Member Agencies shall work cooperatively in a variety of ways to facilitate sharing data in an effort to improve the information sharing efforts of their respective Agency and Node.

Santa Clara County Police Chiefs and Sheriff, through a grant from the Office of Homeland Security, have identified the Cities, Counties, and other Agencies within Santa Clara, Santa Cruz, Monterey, and San Benito Counties, including any departments or divisions of such agencies that should enter into this agreement to share data among such agencies.

THEREFORE, the Member Agencies hereby agree to the following:

1 Definitions:

- 1.1 *South Bay Information Sharing System*: “SBISS” shall mean the collective group of law enforcement and justice agencies, within Santa Clara, Santa Cruz, Monterey, and San Benito Counties who are signatories on a regional law enforcement information-sharing agreement.
- 1.2 *South Bay Region Node*: “Node” shall mean the collective informational infrastructure of the data warehouse operated for the benefit of the Member Agencies, within the central region of SBISS bound by the terms of this Agreement.
- 1.3 *South Bay Region Node Board of Directors*: “Board” shall mean the Board of Directors that is the governing body of the South Bay Information Sharing System.
- 1.4 *COPLINK*: shall mean the information sharing and analysis software licensed to the Fiscal Agent on behalf of the Member Agencies by IBM under the name COPLINK.
- 1.5 *Criminal Justice Practitioners*: those personnel from the Member Agencies that have the appropriate clearance and authority to utilize and access the Data as a function of their employment, or those agencies that have been approved for read only participation by a majority vote of the Board Members.
- 1.6 *Data*: shall mean facts, detailed information, or other material provided by a Member Agency.
- 1.7 *Data Set* is a specific grouping of data included in systems like records management or jail management systems. For example, typical data sets within a records management system include, but are not limited to, Crime Reports, Field Investigations, Citations, Mug shots, and Arrest Reports.

- 1.8 *Data Records* refers to a unique record associated with an incident or person. For example, this refers to a single report that includes a variety of data.
- 1.9 *Fiscal Agent*: shall mean the Santa Clara County Office of the Sheriff as approved and directed by the Urban Areas Security Initiative (UASI) to handle and account for funds collected for the benefit of all Member Agencies.
- 1.10 *Host*: shall mean the Santa Clara County Office of the Sheriff as the entity providing the facilities used to host the Node as determined by the Urban Areas Security Initiative (UASI).
- 1.11 *International Business Machines*: "IBM" shall mean a corporation with its principal place of business at 1 New Orchard Road, Armonk, New York, 10504-1722, and the owner and developer of the software known as COPLINK.

2 Effective Date and Term of MOU

- 2.1 Effective Date: The effective date of this MOU is the date noted above and/or the date each subsequent agency executes this Agreement.
- 2.2 Term: This MOU shall remain in effect and shall be reviewed every three years. The Agreement can only be terminated as provided herein.

3 Board of Directors

- 3.1 The South Bay Region Node Board of Directors: shall be comprised of eleven (11) Directors and their respective alternates. Alternates shall serve as Directors in the absence of their respective Directors and shall exercise all rights and privileges thereof.
 - 3.1.1 Directors are as follows:
 - 3.1.1.1 One Director shall be the Santa Clara County Sheriff.
 - 3.1.1.2 One Director shall be the Chief of the San Jose Police Department.
 - 3.1.1.3 One Director shall be appointed by the Santa Clara County Police Chief's Association from its membership.
 - 3.1.1.4 One Director shall be the Santa Cruz County Sheriff.
 - 3.1.1.5 One Director shall be the Chief of the Santa Cruz Police Department.

- 3.1.1.6 One Director shall be appointed by the Santa Cruz County Police Chief's Association from its membership.
 - 3.1.1.7 One Director shall be the Monterey County Sheriff.
 - 3.1.1.8 One Director shall be the Chief of the Salinas Police Department.
 - 3.1.1.9 One Director shall be appointed by the Monterey County Police Chief's Association from its membership.
 - 3.1.1.10 One Director shall be the San Benito County Sheriff.
 - 3.1.1.11 One Director shall be the Chief of the Hollister Police Department.
- 3.1.2 Each member of the Board shall have one vote. A majority of the members of the entire Board shall constitute a quorum for the transaction of business. Except where a supermajority is required by statute, this MOU or a resolution of the Board, actions by the Board shall require the affirmative vote of a majority of the entire Board (i.e. six (6) affirmative votes).
- 3.1.3 Every year the Board shall elect a Chair from among its membership to preside at meetings and shall select a Secretary who may, but need not, be one of the eleven Directors.
- 3.1.4 The Board shall establish and adopt bylaws and a governance process and will set policy for the use of the SBISS South Bay Region Node.
- 3.1.5 Meetings: The Board shall hold at least one meeting each year, and may schedule additional or special meetings as necessary.

4 Committee and Working Groups

- 4.1 South Bay Region Node Technology Committee: The Board of Directors may appoint a representative from each Member Agency to serve on the Technology Committee. The Technology Committee Members will serve at the sole discretion of the Board of Directors. The Technology Committee will develop policies relating to data set information sharing. The Technology Committee will meet at least once per year to address system operations, upgrades, enhancements and any other matters of concern to Member Agencies.
- 4.2 South Bay Region Node Working Groups: The Board is empowered to create, dissolve, or reconstitute working groups, appoint representatives, and perform other actions as deemed necessary to fulfill the purposes

stated herein, including the creation of such groups as an implementation, sustainment or other groups necessary to further law enforcement information sharing efforts.

5 Data Access and Security Requirements

5.1 Data Access: Access to Member Agencies' Data will be provided utilizing a secure network maintained by the Host Node. The Santa Clara County Sheriff's Office will be responsible for the maintenance and care of the secure network. Query capabilities shall be provided to Member Agencies and Authorized Users utilizing any secure network configuration that is acceptable to the Host Node. The information residing in the Data Repositories shall generally be available. Member Agencies agree to inform other Member Agencies in advance, whenever possible, of scheduled down times of specific data feeds. All Member Agencies will be required to sign the COPLINK System Use Agreement and this Memorandum of Understanding prior to gaining access.

5.2 Data Sharing: All Member Agencies agree to share data with other Member Agencies who have a need to know and a right to know, with comprehensive, timely, accurate information about a suspect or offender to include, but not limited to, identity, prior agency contacts, citations, arrests, investigations, criminal history, and current justice status. Each agency will be required to have each employee sign an Employee Statement form agreeing not to misuse the information contained in COPLINK. Each agency will have the prerogative of not sharing those items of data that it deems sensitive or confidential. Nothing in this MOU shall be construed to mean that any Member Agency must share any type of data. The South Bay Region Node Technology Committee will develop a Guideline Document that will make a recommendation for the type of data to be shared by each agency. This document will be a guideline only and will not be binding. The data to be shared, will be the data that the Member Agency already has in its own database and no agency will be required to collect any data that it does not collect in the normal course of business.

The South Bay Region Node Technology Committee will set the criteria for the minimum number of data sets (i.e. Crime Reports, Citations, Field Investigations, Mugs, Arrests Reports, etc.) that member agencies must provide to be a member agency. In addition, the Technology Committee will adopt guidelines for agencies to withhold or suppress certain documents based on specific criteria. Based on these guidelines, each Member Agency shall determine, in the exercise of its sole discretion, which data records are shared within the system. Each member agency

shall maintain their respective source databases. Each Agency shall strive to identify and achieve common interests to enhance public safety and due process while maintaining individual privacy rights.

- 5.3 Security Requirements: Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for the internal agency security of their records and any technical support necessary to insure proper security. Member Agencies agree to confirm that their network meets current DOJ security requirements as set forth in the most current Policies, Practices and Procedures Document provided by the Department of Justice, and that SBISS will continue to meet those standards.
- 5.3.1 Liability and Indemnification: Each Member Agency takes legal and financial responsibility for the actions of their employees, officers, agents, representatives and volunteers. Member Agencies agree to indemnify, defend and hold harmless other Member Agencies to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees arising out of or resulting from this MOU, and that each agency shall bear the proportionate cost of any damage attributable to the fault of that agency, its governing body, officers, agents, employees and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been contributory, principles of comparative fault will be followed.
- 5.3.2 Background and Fingerprint Requirements: All persons including non-criminal justice and volunteer personnel who have access to the SBISS South Bay Region Node are required to undergo background and fingerprint check. Each Agency will determine, based on their internal policies and the CLETS Policies, Practices, and Procedures, when SBISS access will not be granted to an employee. The final responsibility for maintaining the security and confidentiality of SBISS information rests with the Member Agency head or administrator.
- 5.3.3 User Access: Each employee/volunteer is required to sign an employee statement form prior to operating or having SBISS access. Each employee/volunteer shall sign an employee statement on a biennial basis. Additional requirements may be required at the discretion of an agency. A sample form is attached hereto as Exhibit C.

When a person with access to SBISS is no longer employed or no longer accessing SBISS on behalf of the Member Agency, the

Agency is responsible for removing all related passwords and security authorizations from the system.

No person with access to SBISS shall release any information or records located in SBISS without express permission of the Original Agency who provided the data. No person with access to SBISS shall release any information contained in SBISS either by Court Order or in response to a Public Records Act request unless they are the originating agency of such data. All California Public Records Act or Freedom of Information Act requests should be referred back to the originating agency.

5.3.4 Insurance: Each Member Agency, at its sole cost and expense, shall carry insurance or self-insure - its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Member Agency shall carry a minimum of one million dollars in general liability insurance.

5.4 Connecting with other COPLINK Nodes: The Board will continually work to expand the connectivity of the SBISS South Bay Region Node and will actively pursue opportunities to sign MOU agreements with other COPLINK nodes under the guidelines outlined in this agreement.

5.5 SBISS Node Cooperation: Participating agencies understand that the South Bay Region Node Board of Directors has authorized the Chair of the Board to sign MOU and Inter-Agency agreements with other COPLINK nodes and Law Enforcement Sharing Systems for the purpose of expanding the data sharing network.

6 Information Ownership, Release and Accuracy

6.1 Ownership and Release Constraints: Member Agencies shall retain control of and remain the official custodian of all information they contribute to the South Bay Region Node. All requests for information, California Public Records Act or Freedom of Information Act, will be referred to the Member Agency that is the owner of the requested data, and the Member Agency that is the owner of the requested data will be responsible for responding to the request for information.

6.2 Information Utilization: Any Data present in the COPLINK or law enforcement system is the proprietary information of the Member Agency contributing that Data. Each Member Agency has an affirmative

obligation to assure that any “criminal intelligence data that is entered and used through the COPLINK intel L.E.A.D product complies with 28 CFR Part 23. Member Agencies and Authorized Users may use the Data for Law Enforcement purposes only. The Member Agency responsible for contributing the Data shall have sole discretion regarding release of that information.

- 6.3 Information Accuracy: Member Agencies and Authorized Users acknowledge that Data maintained in the South Bay Region Node consists of information that may or may not be accurate. Each Member Agency agrees to do an internal audit of their own Data annually in order to review the Data for accuracy. A random sampling of different types of Data shall be selected by each agency to review and compare their Records System Data with the same data in the COPLINK system. Each Member Agency agrees to maintain a copy of their internal audit form for a period of no less than three years for review by the Board of Directors on request. A sample form is attached hereto as Exhibit D and can be used to help facilitate this audit.
- 6.4 Audit Trail: An Audit Trail will be maintained for a period of no less than three years to determine who accessed the data including the date and time when the data was accessed.
- 6.5 Data Errors: It will be the responsibility of the Member Agency to correct data errors that have been identified at that Member’s sole cost within a reasonable time, but no later than ninety-days (90) from the date of notification.
- 6.6 Criminal Discovery: Prior to releasing any data in furtherance of its statutory and constitutional obligations relating to the criminal discovery process, a member prosecuting agency shall seek express permission from the originating agency. In order to aid in the release of data, it is recommended that each contributing agency designate a Criminal Discovery Coordinator or equivalent contact person to receive, evaluate and promptly reply to such requests.

In any instance where an originating agency declines to grant such disclosure permission, the originating agency and the prosecuting agency shall confer to reach agreement on possible limitations on disclosure (including the seeking of judicial protective orders) in an attempt to protect the originating agency’s specific concerns while allowing the prosecuting agency to meet its statutory and constitutional criminal discovery obligations.

7 Funding, Costs, Personnel and Financial Considerations

- 7.1 Node Costs: Costs for the creation, initial three (3) years of maintenance and the expansion of the Node was paid for as set forth in the SBISS South Bay Region Node Share of Cost Agreement attached hereto as Exhibit A. Since the initial creation of the node, Exhibit A has and may be amended from time to time and is incorporated herein by reference.
- 7.2 Payment Administration: The Fiscal Agent shall administer payments to vendors and invoice Member Agencies for their share of cost.
- 7.3 Financial Responsibility: Initially, the hardware and software required at each Node was paid for with Grant funding. However, in the event grant funding is not available the new Member Agency will be responsible for the expense of acquiring and maintaining the hardware, software, and data communication equipment and services needed by their Agency to connect to the Node. For new member or view-only agencies not part of the cost allocation table all host related support costs shall be allocated to the sustainment of the Node and will not serve as profit. It is understood that as the system ages, there may be certain upgrades or maintenance required on the hardware at each of the Member Agencies. These upgrades or required maintenance will be the sole responsibility of the Member Agencies. Nothing included in this MOU requires any Agency to directly fund the activities of any other Member Agency. Future upgrades to the Servers and Core Infrastructure of the System will be shared between Member Agencies as indicated in the SBISS South Bay Region Node Share of Cost Agreement and approved by Board of Directors. In the event that hardware or software upgrades are required to facilitate the proper functioning of the system, the Board of Directors will notify the Member Agency in writing at least ninety (90) days in advance of the funding requirement.
- 7.4 Grant Funding: Grant funding provided by the Urban Area Security Initiative, Homeland Security Grant Program, Federal Emergency Management Agency, U.S. Department of Homeland Security has been used to offset the start-up costs for the Node. The primary use of these funds will focus on infrastructure, paying for software license maintenance, and data integration fees for the Member Agencies. The Fiscal Agent will manage all aspects of payment and reporting for grant funding.
- 7.5 Future Grant Funding: Member Agencies that individually apply for grant funding for this system should notify the South Bay Region Node Board of Directors to avoid duplicative efforts and requests for funding. Any grant funding which may result from such applications will be considered to be outside of this MOU. The Member Agencies may choose to apply

jointly for grant funding and upon the written agreement of the Member Agencies; such monies shall fall under the jurisdiction of this MOU.

- 7.6 Member Agency Employees: Employees of a Member Agency working for the benefit of the Node remain the employees of that Member Agency.

8 Amendments

- 8.1 Addition of new Member Agencies: If additional agencies choose to become Member Agencies after this MOU is executed, this Agreement shall be amended to include those agencies as signatories.
- 8.2 This MOU may be modified by presentation of the proposed changes and an affirmative majority vote of the Board.
- 8.3 All approved amendments must be in writing and approved by the Board.

9 Termination

- 9.1 MOU Termination: This MOU may be terminated by mutual agreement of all Member Agencies.
- 9.2 Member Agency Termination: Any Member Agency may terminate its participation in this MOU with or without cause upon sixty-days (60) prior written notice to the Board, unless such termination is prohibited by a grant condition or unless the Member Agency is a Host Node. If the Member Agency wishes to remove Data from the Node after terminating its participation, that Member Agency will be responsible for any costs associated with removing their Data from the Node.

Other Termination: The Board may exercise its authority to terminate the relationships established under this MOU if the majority members of the Board determine that a Member Agency is not complying with the terms and conditions of this MOU, the Cost Sharing Agreement (Exhibit A); and/or the System Use Policy (Exhibit B).

10 Miscellaneous

- 10.1 This MOU is intended to provide for a strategic plan to promote data sharing and should be amended as necessary to accomplish the goal of

fully integrating the Member Agencies, future agencies and potential future data sources.

- 10.2 From time to time the Member Agencies may develop, adopt or create additional policies and/or procedures related to other forms of information gathering and sharing, hosted by SBISS. The Member Agencies will have an opportunity to review, comment or revise these policies and once approved by the Board of Directors, the policies will be incorporated herein (See, Appendix) and the Member Agencies will be bound by the terms therein.

The parties hereto execute this MOU as of the Effective Date.

Santa Clara County Agencies:

City of Campbell

Mark Linder
City Manager
City of Campbell

Date _____

Greg Finch
Chief of Police
City of Campbell

Date _____

City of Gilroy

Thomas J. Haglund
City Manager
City of Gilroy

Date _____

Denise J. Turner
Chief of Police
City of Gilroy

Date _____

City of Los Altos

Marcia Somers
City Manager
City of Los Altos

Date

Tuck Younis
Police Chief
City of Los Altos

Date

Town of Los Gatos

Greg Larson
Town Manager
Town of Los Gatos

Date

Scott Seaman
Police Chief
Town of Los Gatos

Date

City of Milpitas

Thomas C. Williams
City Manager
City of Milpitas

Date

Steve Pangelinan
Police Chief
City of Milpitas

Date

City of Morgan Hill

Steve Rymer
City Manager
City of Morgan Hill

Date

David Swing
Police Chief
City of Morgan Hill

Date

City of Mountain View

Daniel H. Rich
City Manager
City of Mountain View

Date

Scott S.G. Vermeer
Police Chief
City of Mountain View

Date

City of Palo Alto

Jim Keene
City Manager
City of Palo Alto

Date

Dennis Burns
Police Chief
City of Palo Alto

Date

City of San Jose

Ed Shikada
City Manager
City of San Jose

Date

Larry Esquivel
Police Chief
City of San Jose

Date

San Jose State University

Administration and Finance
San Jose State University

Date

Peter Decena
Police Chief
San Jose State University

Date

City of Santa Clara

Julio J. Fuentes
City Manager
City of Santa Clara

Date

Mike Sellers
Police Chief
City of Santa Clara

Date

County of Santa Clara

Jeffrey Smith M.D.
County Executive
County of Santa Clara

Date

Laurie Smith
Sheriff
County of Santa Clara

Date

Karen Fletcher (Interim)
Chief Probation Officer
County of Santa Clara

Date

Jeffrey Rosen
District Attorney
County of Santa Clara

Date

City of Sunnyvale

Gary Luebbers
City Manager
City of Sunnyvale

Date

Frank Grgurina
Director of Public Safety
City of Sunnyvale

Date

Santa Cruz County Agencies:

City of Capitola

Jamie Goldstein
City Manager
City of Capitola

Date

Rudy Escalante
Chief of Police
City of Capitola

Date

City of Santa Cruz

Martin Bernal
City Manager
City of Santa Cruz

Date

Kevin Vogel
Chief of Police
City of Santa Cruz

Date

County of Santa Cruz

Susan A. Mauriello
County Administrative Officer
County of Santa Cruz

Date

Phil Wowak
Sheriff-Coroner
County of Santa Cruz

Date

Scott MacDonald
Chief Probation Officer
County of Santa Cruz

Date

Bob Lee
District Attorney
County of Santa Cruz

Date

City of Watsonville

Carlos J. Palacios
City Manager
City of Watsonville

Date

Manny Solano
Police Chief
City of Watsonville

Date

Monterey County Agencies:

City of Carmel

Jason Stilwell
City Administrator
City of Carmel

Date

Mike Calhoun
Police Chief
City of Carmel

Date

City of Del Rey Oaks

Daniel Dawson
City Manager
City of Del Rey Oaks

Date

Ronald J. Langford
Chief of Police
City of Del Rey Oaks

Date

City of Gonzales

Rene L. Mendez
City Manager
City of Gonzales

Date

Paul Miller
Police Chief
City of Gonzales

Date

City of Greenfield

Susan Stanton
City Manager
City of Greenfield

Date

Bradley W. Sullivan
City Attorney
City of Greenfield

Date

Adele H. Frese
Police Chief
City of Greenfield

Date

City of King City

Michael Powers
City Manager
City of King City

Date

Bruce Miller (Interim)
Police Chief

Date

City of Marina

Layne P. Long
City Manager
City of Marina

Date

Edmundo Rodriguez
Chief of Police
City of Marina

Date

City of Monterey

Fred Meurer
City Manager
City of Monterey

Date

Phil Penko
Chief of Police
City of Monterey

Date

City of Pacific Grove

Thomas Frutchey
City Manager
City of Pacific Grove

Date

Vicki L.H. Myers
Police Chief
City of Pacific Grove

Date

City of Salinas

Ray Corpuz
City Manager
City of Salinas

Date

Kelly McMillin
Police Chief
City of Salinas

Date

City of Sand City

Todd Bodem
City Administrator
City of Sand City

Date

Brian Ferrante
Police Chief
City of Sand City

Date

City of Seaside

John Dunn
City Manager
City of Seaside

Date

Vicki L.H. Myers
Police Chief
City of Seaside

Date

County of Monterey

Lew C. Bauman
County Administrative Officer
County of Monterey

Date

Stephen T. Bernal
Sheriff
County of Monterey

Date

Manuel Real
Chief Probation Officer
County of Monterey

Date

Dean D. Flippo
District Attorney
County of Monterey

Date

City of Soledad

Adela P. Gonzalez
City Manager
City of Soledad

Date

Eric Sills
Chief of Police
City of Soledad

Date

California State University, Monterey Bay

Kevin Saunders
VP Administration and Finance
California State University, Monterey Bay

Date

Earl Lawson
Chief of Police
California State University, Monterey Bay

Date

San Benito County Agencies:

City of Hollister

Clint Quilter
City Manager
City of Hollister

Date

Dave Westrick
Police Chief
City of Hollister

Date

County of San Benito

Ray Espinosa
County Administrative Officer
County of San Benito

Date

Darren Thompson
Sheriff-Coroner
County of San Benito

Date

Don H. Blevins (Interim)

Date

Chief Probation Officer
County of San Benito

Candice Hooper
District Attorney
County of San Benito

Date

Date

Date

Date

Date

EXHIBIT A
SHARE OF COST AGREEMENT
South Bay Information Sharing System (SBISS)
SOUTH BAY REGION NODE

Purpose and Background

The Santa Clara County Sheriff's Office and Member Agencies agree to the terms and conditions set forth in the South Bay Information Sharing System (SBISS). SBISS is overseen by the South Bay Information Sharing System Board of Directors. Agencies enter into this cost sharing agreement to participate in the information-sharing system known as COPLINK via the South Bay Region Node. This agreement outlines the financial working relationship and cost-sharing contract for South Bay Region Node member agencies.

THEREFORE, the Member Agencies hereby agree to the following:

1 Definitions

- 1.1 **South Bay Information Sharing System (SBISS)** is the name of the information sharing system node hosted by the Santa Clara County Office of the Sheriff.
- 1.2 **South Bay Information Sharing System (SBISS) Board of Directors** is the governing body of the South Bay Information Sharing System.
- 1.3 **Data** shall mean electronic facts, detailed information, or other material provided by a Member Agency.
- 1.4 **Data Repository** shall mean the computer equipment used to store, connect and disseminate data sharing information to Member Agencies.
- 1.5 **The Santa Clara County Office of the Sheriff** is the fiscal agent for the South Bay Region Node of SBISS and will handle and account for funds collected by the Node for the benefit of all Member Agencies.
- 1.6 **South Bay Region Node** shall mean the collective signatory law enforcement and justice agencies, within Santa Clara, Santa Cruz, Monterey and San Benito Counties who have agreed to work within the parameters of this Agreement.
- 1.7 **South Bay Region Node** is the collective group of agencies that have entered into a MOU agreement to participate in the SBISS South Bay Region Node for law enforcement information-sharing.

- 1.8 **Member Agency** shall mean law enforcement agencies contributing data to the South Bay Region Node SBISS, including District Attorney or University Police Member agencies and allowed access to data of other member agencies and other COPLINK nodes.
- 1.9 **International Business Machines (IBM)** shall mean a corporation with its principal place of COPLINK business at 1 New Orchard Road, Armonk, New York, 10504-1722, and the owner and developer of COPLINK.
- 1.10 **COPLINK** shall mean the information sharing and analysis software licensed to the member agencies by IBM under the name COPLINK.
- 1.11 **Vendor Tools** shall mean the SBISS information sharing and analysis software available to the member agencies.

2 Requirements for Participation

- 2.1 To participate in the South Bay Region Node, Member Agencies agree to share costs based on the “member population” computation as described in Section 4 below. Other cost sharing formulas may be proposed and considered by the South Bay Region Node Board of Directors when the MOU is renewed or amended.
- 2.2 To participate in the South Bay Region Node, Member Agencies agree to contribute data from their Records Management System (RMS), Jail Management System (JMS), Mugshot or Case Management System (CMS) , and law enforcement data as defined by the South Bay Region Node Technology Committee.

3 Financial Oversight and Management

- 3.1 **Node Costs:** After the current Grant Funding is exhausted in 2015, Member Agencies shall pay a proportional share of software purchase costs, software maintenance, implementation, network, hardware, and operational costs, as approved by the South Bay Region Node as approved by the SBISS Board of Directors.
- 3.2 **Annual Budget** Each year the Santa Clara County Office of the Sheriff shall prepare an annual budget for approval by the Board of Directors that identifies the expenses each Member Agency will be required to contribute for the year.
- 3.3 **Annual Report** At least once a year the Santa Clara County Office of the Sheriff shall report to the SBISS Board of Directors on all funds

collected and expended by the South Bay Region Node in support of the COPLINK project.

3.4 Payment Administration The Santa Clara County Office of the Sheriff shall administer payments to all vendors and invoice Member Agencies for their share of this cost.

3.5 Financial Responsibility The Santa Clara County Office of the Sheriff will be responsible for paying for the expenses associated with connecting to the SBISS Node data repository, which may include acquiring hardware, software, data communication equipment and/or other required services. For any expenses incurred before January 1, 2015, the Santa Clara County Sheriff's Office will use the funds received from grant awarded by the U.S. Department of Homeland Security. After January 1, 2015, the Member Agencies shall be responsible for paying for those costs related to maintenance and upgrades to the system unless covered by grant funding. No Member Agency shall be responsible for funding the activities of any other Member Agency.

3.6 Payment Schedule

Homeland Security Grant Program: The UASI grants from the U.S. Department of Homeland Security has paid for the necessary hardware infrastructure for the South Bay Region Node, 100% of the data integration costs for each Member Agency, the enterprise software license fee, and three years of maintenance. The following chart outlines the initial and ongoing maintenance costs for Member Agencies to participate in the SBISS Node including those expenses not covered by the grant. These maintenance costs are subject to review and additional assessment by the SBISS South Bay Regional Node Board of Directors. Additional Homeland Security grant funding has been secured with Fiscal Years 2010, 2011, 2012 and 2013 funding related to sustainment and enhancements to the sharing system. Please refer to cost sharing allocation tables below. Table 1 is the current cost sharing model applicable to the "Original Member Agencies" and "University Police Member Agencies", while Tables 2 and 3 apply to "New Member Agencies" that consist of the SBISS Region Probation Departments from Santa Clara, Santa Cruz, Monterey and San Benito counties.

Table 1

| Agency | 2010 Population | % of Total Population | Cost Allocation Years 2, 3, & 4[2] | Cost Allocation Starting Year 5[3] (Jan 1, 2015) |
|---|---------------------|-----------------------|------------------------------------|--|
| <u>Santa Clara County</u> | | | | |
| Campbell PD | 39,349 | 2.16% | \$ 1,198.61 | \$ 3,576.91 |
| Gilroy PD | 48,821 | 2.68% | \$ 1,487.14 | \$ 4,437.93 |
| Los Altos PD | 28,976 | 1.59% | \$ 882.64 | \$ 2,633.98 |
| Los Gatos PD plus Monte Sereno | 32,754 | 1.80% | \$ 997.72 | \$ 2,977.41 |
| Milpitas PD | 66,790 | 3.67% | \$ 2,034.50 | \$ 6,071.35 |
| Morgan Hill PD | 37,882 | 2.08% | \$ 1,153.93 | \$ 3,443.55 |
| Mountain View PD | 74,066 | 4.07% | \$ 2,256.13 | \$ 6,732.76 |
| Palo Alto PD | 64,403 | 3.54% | \$ 1,961.79 | \$ 5,854.37 |
| San Jose PD | 958,966 | 52.68% | \$ 29,211.17 | \$ 87,172.06 |
| San Jose State Univ PD | 24,048 | 1.32% | \$ 732.53 | \$ 2,186.01 |
| Santa Clara PD | 116,468 | 6.40% | \$ 3,547.74 | \$ 10,587.19 |
| Sheriff Unincorporated plus: (Cupertino,Saratoga, Los Altos Hills) | 187,747 | 10.31% | \$ 5,718.98 | \$ 17,066.60 |
| Sunnyvale DPS | 140,081 | 7.70% | \$ 4,267.02 | \$ 12,733.66 |
| Total Santa Clara County | 1,820,351.00 | 100% | \$ 55,449.91 | \$ 165,473.79 |
| <u>Santa Cruz County</u> | | | | |
| Capitola PD | 9,918 | 4.02% | \$ 302.11 | \$ 1,156.70 |
| Santa Cruz PD | 59,946 | 24.28% | \$ 1,826.02 | \$ 6,991.29 |
| Scotts Valley (11,580 population) | 0 | 0.00% | \$ - | \$ - |
| Sheriff | 125,831 | 50.97% | \$ 3,832.95 | \$ 14,675.22 |
| Watsonville PD | 51,199 | 20.74% | \$ 1,559.58 | \$ 5,971.16 |
| Total Santa Cruz County | 246,894 | 100% | \$ 7,520.67 | \$ 28,794.36 |
| <u>Monterey County</u> | | | | |
| Carmel PD | 3,722 | 0.88% | \$ 113.38 | \$ 625.26 |
| Del Rey Oaks -(1,624 population) | 0 | 0.00% | \$ - | \$ - |
| Gonzales PD | 8,187 | 1.94% | \$ 249.39 | \$ 1,375.33 |
| Greenfield PD | 16,330 | 3.87% | \$ 497.43 | \$ 2,743.26 |
| King City PD | 12,874 | 3.05% | \$ 392.16 | \$ 2,162.69 |
| Marina PD | 19,718 | 4.68% | \$ 600.63 | \$ 3,312.41 |
| Monterey | 27,810 | 6.60% | \$ 847.12 | \$ 4,671.78 |
| Pacific Grove | 15,041 | 3.57% | \$ 458.17 | \$ 2,526.72 |
| Salinas | 150,441 | 35.70% | \$ 4,582.60 | \$ 25,272.45 |

| | | | | |
|--|-------------------|-------------|---------------------|----------------------|
| Sand City | 334 | 0.08% | \$ 10.17 | \$ 56.11 |
| Seaside | 33,025 | 7.84% | \$ 1,005.98 | \$ 5,547.84 |
| Sheriff | 101,208 | 24.02% | \$ 3,082.91 | \$ 17,001.84 |
| Soledad | 25,738 | 6.11% | \$ 784.01 | \$ 4,323.70 |
| California State University Monterey Bay | 7,000 | 1.66% | \$ 213.23 | \$ 1,175.92 |
| Total Monterey County | 421,428.00 | 100% | \$ 12,837.17 | \$ 70,795.32 |
| San Benito County | | | | |
| Hollister | 34,928 | 64.98% | \$ 1,063.95 | \$ 7,770.26 |
| Sheriff | 18,821 | 35.02% | \$ 573.31 | \$ 4,187.02 |
| Total San Benito County | 53,749.00 | 100% | \$ 1,637.25 | \$ 11,957.28 |
| Total annual maintenance all counties | | | \$ 77,445.00 | \$ 277,020.76 |

Table 1 Notes:

[1] The population is based on the 2010 census data and will provide the basis for initial cost sharing along with agency sworn counts. Percentages in table 1 are determined by the total covered population for respective agency as a portion of total County population. Sworn counts are based on California POST Statistics for Current Employed Full-Time Sworn and determine SBISS license costs as a percentage of total State sworn counts.

[2] Cost allocation Years 2, 3, and 4 represent: Year 2: (10/01/11 to 9/30/12), Year 3: (10/01/12 to 12/31/13), and Year 4: (01/01/14 to 12/31/14). The expenses allocated during these periods include but are not limited to the Host and Resource Annual costs associated with a .5 FTE Information Systems Staff.

[3] Cost allocation begins in Year 5 – January 1, 2015. The expenses allocated during this period include but are not limited to the COPLINK annual software and Integration Services Maintenance & Technical Support license fee and the Host and Resource Annual costs that include network hardware, Internet Services maintenance and the costs associated with a .5 FTE Information Systems Staff.

Table 2

| SBISS (Probation Module) Licensing, Integration and Support Costs (Summary) | Probation Costs |
|--|------------------------|
| SMRA MODULE Cost (\$99,500.00: Paid with Grant Funding) | Grant Funded |
| Integration Cost (\$37,672.00: Paid with Grant Funding) | Grant Funded |
| SUBTOTAL (\$137,172.00) | Grant Funded |
| Year 1- Host Site Costs (Paid for by each Probation Dept.) | \$ 2,100.00 |
| Year 1- License Maintenance Costs (Divided by Participating Probation Depts.) | Grant Funded |
| Year 1- Integration Maintenance Costs (Paid for by each Probation Dept.) | Grant Funded |
| Year 2- Host Site Costs (Paid for by each Probation Dept.) | \$ 2,100.00 |
| Year 2- License Maintenance Costs (Shared by Participating Probation Depts.) | Grant Funded |
| Year 2- Integration Maintenance Costs (Paid for by each Probation Dept.) | Grant Funded |
| Year 3- Host Site Costs (Paid for by each Probation Dept.) | \$ 2,100.00 |
| Year 3- License Maintenance Costs (Shared by Participating Probation Depts.) | \$ 12,935.00 |
| Year 3- Integration Maintenance Costs (Paid for by each Probation Dept.) | \$ 4,897.36 |

Table 3

| COPLINK SRMA (PROBATION MODULE) Annual Software & Integration Services Maintenance & Support | | | | |
|---|--------------------|--------------------|---------------------|---------------------|
| [Item 1]: Probation Module (Grant Funded) | | | | \$ 99,500.00 |
| [Item 2]: Probation Integration Costs for Each Department (Grant Funded) | | | | \$ 37,672.00 |
| [Item 3]: Software License Annual Maintenance (@ 13%) | | | | \$ 12,935.00 |
| [Item 4]: Integration Annual Maintenance (@ 13%) | | | | \$ 4,897.36 |
| Santa Clara County - Probation | Year 1 [a] | Year 2 [b] | Year 3 [c] | Cost Details |
| Host Site | \$ 2,100.00 | \$ 2,100.00 | \$ 2,100.00 | \$ 2,100.00 |
| Software Maintenance | Grant Funded | Grant Funded | \$ 3,233.75 | \$ 3,233.75 |
| Integration Maintenance | Grant Funded | Grant Funded | \$ 4,897.36 | \$ 4,897.36 |
| Total - Santa Clara County (grant coverage until 6/30/15) | \$ 2,100.00 | \$ 2,100.00 | \$ 10,231.11 | \$ 10,231.11 |
| Santa Cruz County - Probation | Year 1 [a] | Year 2 [b] | Year 3 [c] | Cost Details |
| Host Site | \$ 2,100.00 | \$ 2,100.00 | \$ 2,100.00 | \$ 2,100.00 |
| Software Maintenance | Grant Funded | Grant Funded | \$ 3,233.75 | \$ 3,233.75 |
| Integration Maintenance | Grant Funded | Grant Funded | \$ 4,897.36 | \$ 4,897.36 |
| Total - Santa Cruz County (grant coverage until 6/30/15) | \$ 2,100.00 | \$ 2,100.00 | \$ 10,231.11 | \$ 10,231.11 |
| Monterey County - Probation | Year 1 [a] | Year 2 [b] | Year 3 [c] | Cost Details |
| Host Site | \$ 2,100.00 | \$ 2,100.00 | \$ 2,100.00 | \$ 2,100.00 |
| Software Maintenance | Grant Funded | Grant Funded | \$ 3,233.75 | \$ 3,233.75 |
| Integration Maintenance | Grant Funded | Grant Funded | \$ 4,897.36 | \$ 4,897.36 |
| Total - Monterey County (grant coverage until 6/30/15) | \$ 2,100.00 | \$ 2,100.00 | \$ 10,231.11 | \$ 10,231.11 |
| San Benito County - Probation | Year 1 [a] | Year 2 [b] | Year 3 [c] | Cost Details |
| Host Site | \$ 2,100.00 | \$ 2,100.00 | \$ 2,100.00 | \$ 2,100.00 |
| Software Maintenance | Grant Funded | Grant Funded | \$ 3,233.75 | \$ 3,233.75 |
| Integration Maintenance | Grant Funded | Grant Funded | \$ 4,897.36 | \$ 4,897.36 |
| Total – San Benito County (grant coverage until 6/30/15) | \$ 2,100.00 | \$ 2,100.00 | \$ 10,231.11 | \$ 10,231.11 |

[a] Year 1 (7/01/13 - 6/30/14): Host site costs apply during year one and commence after implementation is complete.

[b] Year 2 (7/01/14 - 6/30/15): Grant Funding for software and integration maintenance. Excludes host site costs.

[c] Year 3 (7/01/15 - 6/30/16): To include software and integration maintenance along with host site costs.

[Item 3] Should a Probation Department determine not to continue after the completion of one year, then the remaining Departments would be responsible for sharing licensing costs for item 3. SBISS will plan to include the above costs for all future grant requests excluding host site costs. *Note: Annual Billing: Billing invoices related to host site costs will be sent during the last quarter of the first year. After the successful implementation of the module and integration of the final probation case management system, the maintenance cycle will commence. After the first annual cycle completes, Probation Departments will be responsible for sustainment of the probation module, and datasource integration maintenance. Currently host site costs

have not been eligible for grant funding coverage and as a result, member agencies have had to include these costs as part of their annual budgets.

Table 4

| Annual Support | | | |
|---|--------------------|---|-----------------------|
| District Attorney | Sworn Count | *Network, Administration and Training Resource Hours | Annual Support |
| Agency A | 1-19 | 10 | \$ 1,032.70 |
| Agency B | 20-30 | 20 | \$ 2,065.40 |
| Agency C | 31-50 | 30 | \$ 3,098.10 |
| Agency D | 50 plus | 50 | \$ 5,163.50 |
| *Account creation and administration, network connectivity and security, training and travel, and phone support. | | | |

3.7 Agency annual maintenance costs for items not covered by the grant will begin at the soonest on July 1, 2010. Each year the fiscal agent will invoice each Member Agency for the maintenance costs. The member Agency shall pay the annual payment within 30 days of receipt. If payment or payment arrangements have not been agreed to by the payment due date, services will be terminated.

3.8 Each Member shall pay a share of the Annual Maintenance Costs based on the principle that Members shall share the systems maintenance costs based on the system, sworn counts (Table 5), and member population computation or other on-going cost computation as determined by the South Bay Region Node Board of Directors. Member Agency population was based on the 2010 U. S. Census and will be updated to reflect the 2010 U.S Census numbers.

Including sworn counts, the cost allocations for each police department and Sheriff's Office will reflect the U. S. Census data with the exception that Los Gatos-Monte Sereno Police Department will be assessed the combined population allocations for the City of Los Gatos and the City of Monte Sereno and the assessment for the Santa Clara County Office of the Sheriff will be the combined population allocations for the unincorporated Santa Clara County, the City of Cupertino, the City of Saratoga, and the City of Los Altos Hills. Additionally, the District Attorney member agencies will have cost sharing allocations specific to their agencies and are reflected in above tables 4 and 5 respectively. The other exception is for all University Police Departments as their allocations will be based on campus populations.

Table 5

| County | Agency Name | New |
|----------------|------------------|-------------|
| Santa Clara | Campbell | 41 |
| | Gilroy | 59 |
| | Los Altos | 30 |
| | Los Gatos | 38 |
| | Milpitas | 75 |
| | Morgan Hill | 36 |
| | Mountain View | 95 |
| | Palo Alto | 79 |
| | San Jose | 1045 |
| | San Jose Univ PD | 27 |
| | Santa Clara PD | 134 |
| | Santa Clara SO | 453 |
| | Sunnyvale | 200 |
| | Santa Cruz | Capitola PD |
| Santa Cruz PD | | 87 |
| Santa Cruz SD | | 137 |
| Watsonville PD | | 67 |
| Monterey | Carmel PD | 14 |
| | CSU Monterey Bay | 15 |
| | Gonzales PD | 11 |
| | Greenfield PD | 14 |
| | King City PD | 15 |
| | Marina DPS | 34 |
| | Monterey PD | 48 |
| | Monterey SD | 287 |
| | Pacific Grove PD | 16 |
| | Salinas PD | 148 |
| | Sand City PD | 10 |
| | Seaside PD | 37 |
| | Soledad PD | 16 |
| San Benito | Hollister PD | 21 |
| | San Benito SD | 21 |

Total**3331**

POST Statistics Current Employed Full-Time Sworn:

(http://www.post.ca.gov/Data/Sites/1/post_docs/hiring/le-employment-stats.pdf)

Cost allocation for the Probation Departments (see above Table 3) will be based on shared maintenance costs for sustainment of the COPLINK Supervised Release and Monitoring Alert Module (SRMA Module), and the integration of their respective case management data source into COPLINK data warehouse.

Cost allocation for the District Attorney Offices will be based on sworn counts (see above Table 4).

- 3.9 In the event of a violation of the terms and conditions of the Cost Sharing Agreement, the Board will be responsible for analyzing any violation of the Agreement and will determine what action, if any shall be taken against the Member Agency for said violation.

EXHIBIT C

EMPLOYEE/VOLUNTEER STATEMENT FORM

As _____ an _____ employee/volunteer _____ of _____, you may have access to confidential records stored in the SBISS South Bay Information Sharing System. All access is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or SBISS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. Government Code Section 6200 prescribes the felony penalties for misuse of public records.

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for SBISS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS OF USAGE OF COPLINK. I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS AND I UNDERSTAND THAT VIOLATION OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO DISCIPLINARY ACTION AND OR CRIMINAL PROSECUTION

Signature Print Name

Date _____

Appendix

Table of Contents

I. Policies and Procedures

1. *South Bay Information Sharing System ALPR Policies and Procedures;*
Incorporated 8/29/13