

Meeting Date: 6/18/2013

Report Type: Consent

Report ID: 2013-00522

Title: Regional Crime Information Sharing Program

Location: Citywide

Issue: The proposed Regional Crime Information Sharing Program will allow the Police Department and other regional law enforcement agencies to analyze and share crime data and develop strategies to address crime while maximizing resources.

Recommendation: Pass a Motion 1) authorizing the City Manager, or the City Manager's designee, to enter into a Memorandum of Understanding (MOU) between the Sacramento County Sheriff's Department (SSD), the Sacramento Police Department (SPD), the Sacramento County Probation Department (Prob) and the following agencies: Citrus Heights Police Department (CHPD), Elk Grove Police Department (EGPD), Folsom Police Department (Folsom), Galt Police Department (Galt) and the Rancho Cordova Police Department (RCPD) to support the Sacramento Regional Crime Information Sharing Program in an amount not-to-exceed \$192,851, from January 15, 2013, through June 30, 2013; 2) authorizing the City Manager, or the City Manager's designee, to establish a project for the Regional Crime Information Sharing Program (#E11006300); 3) authorizing the City Manager, or the City Manager's designee, to adjust the necessary project expense and revenue budgets in an amount not to exceed \$192,851; and 4) authorizing the City Manager, or the City Manager's designee, to execute a Supplemental Agreement with Bair Analytics to increase the not-to-exceed amount by \$91,095, from \$99,250 to \$190,345, with two optional one year renewals for a total contract not-to-exceed amount of \$685,067.45.

Contact: Mike Bray, Police Captain, Office of the Chief, (916) 808-0800, Police Department

Presenter: N/A

Department: Police

Division: Crime Analysis

Dept ID: 11001331

Attachments:

- 1-Description/Analysis
- 2-Agreement (MOU)
- 3-Agreement (Bair)

City Attorney Review

Approved as to Form
David Womack
6/11/2013 10:11:06 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Janelle Gray
6/5/2013 9:39:04 AM

Approvals/Acknowledgements

Department Director or Designee: Sam Somer - 6/10/2013 8:29:16 AM

Description/Analysis

Issue: The Public Safety Realignment Law, created and passed into law as Assembly Bill 109 (AB 109), provides funding to California counties through Vehicle License Fees and a portion of the State sales tax. Its purpose is to allow non-violent, non-serious, and non-sex offenders to serve their sentence in county jails instead of state prisons. The State requires each county to create a Community Corrections Partnership (CCP) to develop and recommend a plan for the distribution of AB 109 funds. The Sacramento Sheriff's Department (SSD) is the fiscal agent for the CCP. The Chief of Police for Sacramento Police Department serves on the Executive Committee. This year, the CCP Realignment Plan includes a proposal that this year's allocation of AB 109 funding would go to support a regional crime information sharing program that includes purchasing software and contracting with a crime analyst.

The purpose of the regional crime information sharing program is to share crime data across jurisdictions in order to analyze trends, build crime pattern predictions, and execute regional response strategies while collaborating with resources. The Sacramento Police Department (SPD) has served as the lead agency in implementing this program. In fall 2012, SPD contracted with Bair Analytics to purchase crime data sharing and analysis software and for the services of two crime analysts who would be responsible for facilitating the sharing of criminal and statistical information to help monitor and combat criminal activity in the Sacramento region. The CCP funds will be used to support the services of one of the crime analysts. The supplemental agreement will extend services and software licenses provided by Bair Analytics for one year with an option for two additional years, contingent upon future CCP funding.

Policy Considerations: The recommendations contained in this report are consistent with: 1) Sacramento City Code Section 3.04.020 requiring City Council approval of agreements involving income or expenditure of more than \$100,000 and; 2) Resolution #2012-185 requiring City Council approval to establish an Externally Funded Program (EFP) and appropriate funding in excess of \$100,000.

Economic Impact: None.

Environmental Considerations: Not applicable.

California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by the California Environment Quality Act (CEQA) [CEQA Guidelines Sections 15061 (b) (3); 15378 (b) (2)].

Sustainability Considerations: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: There are eight law enforcement agencies throughout the Sacramento region that are participating in the Regional Crime Information Sharing Program. This program will result in more effective regional response strategies and a more efficient use of resources. An additional benefit of this program is it gives neighboring law enforcement agencies the ability to understand crime patterns and behavior that do not always follow jurisdictional boundaries.

Financial Considerations: The proposed MOU will not impact the General Fund operating budget. The SSD has allocated available CCP funds to reimburse the SPD up to \$192,851 for Fiscal Year 2012/13 costs associated with the implementation of the Regional Crime Information Sharing Program.

The proposed supplemental agreement with Bair Analytics will be funded by additional CCP funding and the Police Department operating budget, contingent upon receipt of additional CCP funding.

Emerging Small Business Development (ESBD): Not applicable.

MEMORANDUM OF UNDERSTANDING FOR THE SACRAMENTO REGIONAL CRIME INFORMATION SHARING PROGRAM

I. PARTIES

The Sacramento Regional Crime Information Sharing Program (Program) is funded by Fiscal Year 2012-13 AB 109 Public Safety Realignment Funds.

This Memorandum of Understanding (MOU) is entered into by and between the Sacramento County Sheriff's Department (SSD), the Sacramento Police Department (SPD), the Sacramento County Probation Department (Prob) and the following agencies: Citrus Heights Police Department (CHPD), Elk Grove Police Department (EGPD), Folsom Police Department (Folsom), Galt Police Department (Galt) and the Rancho Cordova Police Department (RCPD).

The Agencies may be referred to collectively as "Parties" or in the singular as "Party", as the context requires. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.

II. MISSION

To share law enforcement crime data regionally to better understand crime trends and locations to be better equipped to respond through communication and collaboration of resources.

III. OVERVIEW

Law enforcement agencies in the Sacramento region are challenged with fighting crime in a time of shrinking resources. As a result the eight law enforcement agencies in Sacramento County face the challenge of deploying patrol resources and crime prevention units in the most high yield manner possible, focusing on those locations and times when crimes are most likely to occur. One of the means to resolve this issue is to create a regional information sharing crime analyst position where participating agencies could share crime data in order to analyze trends, build crime pattern predictions and execute regional – as opposed to jurisdictional – response strategies while collaborating with resources. All parties will share their crime information for a regional approach to recognizing trends and collaborating on solutions.

IV. PURPOSE

The purpose of this MOU is to delineate the responsibilities of the Parties, maximize inter-agency cooperation and formalize relationships between member agencies. This MOU will also formalize the dispersal of AB 109 funds from the SSD to SPD for a Regional Crime Analyst and Analytical hardware/software/data

translation service as outlined in the Fiscal Year 2012/13 Community Corrections Partnership (CCP) Realignment Plan (Plan).

V. IMPLEMENTATION

One Crime Analyst consultant will be hired by SPD as outlined in the Fiscal Year 2012/13 Public Safety Realignment Plan (Plan) to be reimbursed by SSD. SPD will assume responsibility for all contract supervision, supervision of the contract position and costs for this program.

SPD will be responsible for all costs, associated with this position and agrees to assume all costs that are not covered by funds pre-approved by this MOU. SPD shall submit quarterly invoices to SSD. All invoices must include back-up documentation. SPD agrees to invoice SSD quarterly within 30 days of the end of the previous quarter. For example, invoices for the quarter of January-March will be due to SSD no later than April 30th. Invoices received more than 30 days following the end of the quarter will not be reimbursed, and all costs shown on such invoices will be the responsibility of the agency submitting the invoice. Invoices received more than 30 days after the close of the program (July 30th), will not be reimbursed.

SPD will also purchase the analytic software outlined in the Plan and deploy to all agencies participating in the Program at no cost to them. SPD will include the costs of the analytic software when invoicing SSD for reimbursement as part of the costs of this program.

Agencies using the analytic software will have the ability to use the software to enter data into the system or to run reports which may require training and staffing by the agency if desired.

Cost for the Crime Analyst consultant and all analytical software approved by the Plan and purchased/deployed by SPD shall be reimbursed pursuant to Exhibit A.

VI. SCOPE

Crime Analyst Consultant

This consultant would collect crime data from every agency in Sacramento County to perform the following objectives:

Conduct research and strategic crime analysis to identify crime patterns and trends; analyze long term crime patterns and trends using probability studies and complex statistical analyses; develop and test hypotheses; develop victim and suspect profiles; forecast future criminal activity; prepare strategic action plans; assist operations and management personnel in planning deployment of resources; make written and oral presentations; conduct tactical crime analyses, identify current crime series and hot spots; prepare tactical action plans; gather data on criminal activity, probation and parole information to study and analyze past and existing crime series, patterns and trends; use and maintain general and specialized computer applications to gather, categorize and analyze crime

data as well as assist in dissemination of information pertinent to law enforcement; coordinate and participate in regional meetings of law enforcement management and crime analysis professionals to share information on crime patterns, risk analysis of known offenders, new methodologies and developing tools.

This consultant will also prepare verbal and written reports for the Community Corrections Partnership (CCP) as required and as requested by any of the parties. This consultant will participate on the CCP Data Committee on processes and procedures for the collection and dissemination of data.

Participating Agencies

All participating agencies agree to enter their data and share with the other Parties to facilitate inter-agency collaboration. The software will offer analytical tools, data integration, mapping and reporting capabilities to crime investigations and intelligence analyses, regional and national crime data sharing and analysis for law enforcement and a web-based crime mapping system and automated extraction of offense data into the ATAC Analytical Structure.

VII. TERM

The effective term of this MOU shall be for the retroactive period January 15, 2013 through June 30, 2013. This MOU shall become effective as of the last date of execution by the parties as set out above. This term may be extended each fiscal year to the extent that funding is included within the local CCP plan and approved by the Board of Supervisors. Any such extension shall be in writing and SSD shall have authority to execute such extension in an amount not to exceed that funded by the local plan and approved by the Board of Supervisors. Either party may terminate this MOU upon giving written notice to the other party not less than ninety (90) calendar days prior to the effective date of termination specified in the notice. Such notice will be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

To SSD: SACRAMENTO COUNTY SHERIFF'S DEPARTMENT
ATTN: FISCAL UNIT
711 G STREET, ROOM 415
SACRAMENTO, CA 95814

To SPD: SACRAMENTO POLICE DEPARTMENT
ATTN: FISCAL OPERATIONS
5770 FREEPORT BLVD., SUITE 100
SACRAMENTO, CA 95822

VIII. NO JOINT VENTURE

This MOU shall not create between the Agencies a joint venture, partnership or any other relationship of association.

IX. NO GRANT OF AGENCY

Except as the Agencies may specify in writing, none of the Agencies shall have authority, express or implied, to act on behalf of the other Agency in any capacity whatsoever as an agent. None of the Agencies shall have any authority, express or implied, pursuant to this MOU, to bind the other Agencies to any obligation whatsoever.

X. NON-WAIVER

Waiver of any breach of, or default under, this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this MOU.

XI. ENTIRE AGREEMENT; MODIFICATION

This MOU contains all of the terms and conditions as agreed upon by the Agencies, and supercedes any and all oral or written communications by and between the Agencies.

No waiver, alteration or modification of this MOU shall be valid unless made in writing and signed by all Agencies. In the event of a conflict between this MOU and any other agreement or understanding executed by the Agencies subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

XII. LIABILITY

Each agency shall assume the responsibility and liability for the acts and omissions of its own elected representatives, officers, agents volunteers or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

The indemnity in this section shall survive termination or expiration of the Agreement.

XIII. INSURANCE OR SELF-INSURANCE

Each 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, professional liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each Agency agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance cover ages.

XIV. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the law of the State of California, the state in which this MOU was signed.

XV. ASSIGNMENT PROHIBITED

No Agency may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

XVI. SEVERABILITY

If any term, covenant or condition of this MOU is held to by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

XVII. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed the original, but all of which together shall constitute but one and the same instrument.

XVIII. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

XIX. AMBIGUITIES

The Agencies have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against either Agency.

XX. SIGNING AUTHORITY

The persons executing this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Agencies, and to bind their respective Agencies to the terms of this MOU.

XXI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

Signatures on the pages to follow:

SCOTT R. JONES, Sheriff
Sacramento Sheriff's Department

Samuel D. Somers Jr., Chief of Police
Sacramento Police Department

Suzanne Collins, Chief Probation Officer (Interim)
Probation Department

Chris Boyd, Chief of Police
Citrus Heights Police Department

Robert Lehner, Chief of Police
Elk Grove Police Department

Cynthia Renaud, Chief of Police
Folsom Police Department

William Bowen, Chief of Police
Galt Police Department

Rosanne Richeal, Chief of Police
Rancho Cordova Police Department

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
and the CITY OF SACRAMENTO, hereinafter referred to as "City"**

AB 109 REIMBURSEMENT

I. MAXIMUM PAYMENT TO SPD

The SSD will reimburse the SPD in an amount not to exceed \$192,851 for the services of a regional crime analyst consultant and related analytical software licenses and technical support.

II. TERM

January 15, 2013 – June 30, 2013

III. ONGOING COST

This MOU may be amended in subsequent fiscal years when the CCP approves a local Plan that includes funding for this program and it has been approved by the Board of Supervisors.

IV. INVOICE FORMAT

Invoices shall contain the following information:

- Invoice number
- Name of Program
- Billing Period
- Number of Hours
- Rate
- Total Amount Due

SPD shall invoice SSD on a quarterly basis for the services provided on behalf of the Sacramento Regional Crime Information Sharing Program

IV. PAYMENT PROCESSING

Mail invoices to:

SACRAMENTO COUNTY SHERIFF'S DEPARTMENT
ATTN: FISCAL UNIT
711 G STREET, ROOM 415
SACRAMENTO, CA 95814

Mail payments to:

SACRAMENTO POLICE DEPARTMENT
ATTN: FISCAL OPERATIONS
5770 FREEPORT BLVD., SUITE 100
SACRAMENTO, CA 95822

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Bair Analytics Crime Project
Purchase Order #:

Date: June 18, 2013

Supplemental Agreement No.: 1

The City of Sacramento ("City") and Bair Analytics ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0098, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

Incorporate additional analyst's cost, software, and renewal costs per Attachment 1 to this Supplemental and extend contract period through 7/1/16.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by 585,817.45, and the Agreement's maximum not-to-exceed amount is amended as follows:

Table with 2 columns: Description and Amount. Rows include Agreement's original not-to-exceed amount (99,250.00), Net change by previous supplemental agreements (00), Not-to-exceed amount prior to this supplemental agreement (99,250.00), Increase by this supplemental agreement (585,817.45), and New not-to exceed amount including all supplemental agreements (685,067.45).

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager

City Attorney

Approved By:

Handwritten signature of Sean Bair

Contractor

Approved By: SEAN BAIR, PRESIDENT

Attested To By:

City of Sacramento

City Clerk