

Meeting Date: 10/27/2015

Report Type: Consent

Report ID: 2015-00934

Title: Agreement: Fiscal Year 2015-16 Regional Crime Information Sharing Program

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee, to: 1) enter into a Memorandum of Understanding between the Sacramento County Sheriff's Department, the Sacramento Police Department, the Sacramento County Probation Department, and the following agencies: Citrus Heights Police Department, Elk Grove Police Department, Folsom Police Department, Galt Police Department and the Rancho Cordova Police Department to support the Sacramento Regional Crime Information Sharing Program (RCISP) in an amount not to exceed \$150,213, from July 01, 2015, through June 30, 2016; 2) establish an externally funded project (E11006600) for the RCISP; and 3) adjust the necessary project expense and revenue budgets in an amount not to exceed \$150,213.

Contact: Justin Eklund, Police Captain, Office of the Chief, (916) 808-0800; Ethan Hanson, Police Sergeant, Crime Analysis Unit, (916) 808-0509, Police Department

Presenter: None

Department: Police

Division: Crime Analysis

Dept ID: 11001331

Attachments:

1-Description/Analysis

2-Resolution

3-Agreement

City Attorney Review

Approved as to Form

Michael Fry

10/15/2015 2:25:35 PM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 10/12/2015 9:45:23 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. The purpose of AB 109 allows criminals convicted of non-violent, non-serious crimes, or non-sex-related offenses to serve their sentences in county jails instead of State prisons. The State of California 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. Through a Memorandum of Understanding (MOU), the CCP will reimburse the Sacramento Police Department (SPD) for the services of a regional crime analyst consultant. As outlined in the CCP's Fiscal Year (FY) 2015/16 Realignment Plan, the regional crime analyst consultant collects crime data and provides crime analysis for every law enforcement agency in Sacramento County. The CCP Realignment Plan will continue to support the purpose of the Regional Crime Information Sharing Program (RCISP) which is to enable the participating agencies to share crime data to analyze trends, build crime pattern predictions, and execute regional, as opposed to jurisdictional, response strategies.

Policy Considerations: The recommendations contained in this report are consistent with Sacramento City Code Section 3.04.020 requiring City Council approval to enter into agreements involving income or expenditures of \$100,000 or more; and City Council Resolution 2015-0169 requiring City Council approval to establish an Externally Funded Program (EFP) of \$100,000 or more.

Economic Impact: None.

Environmental Considerations: Not applicable.

California Environmental Quality Act (CEQA): This action concerns administrative and professional activities that will not have a significant impact on the environment, and therefore does not constitute a "project" as defined by the CEQA Guidelines, per Sections 15061(b)(3) and 15378(b)(2).

Sustainability Considerations: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Approving these actions will allow the eight regional law enforcement agencies to work collaboratively to enhance response

strategies and use shared resources while enabling neighboring law enforcement agencies to better understand the crime patterns and behaviors 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 SPD up to \$150,213 for the FY 2015/16 RCISP activities.

Local Business Enterprise (LBE): Not applicable.

RESOLUTION NO.

Adopted by the Sacramento City Council

[DATE]

Fiscal Year (FY) 2015/16 Regional Crime Information Sharing Program (RCISP)

BACKGROUND

- A. 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. 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.

- B. In the CCP's FY 2015/16 Realignment Plan, AB 109 funds will continue to fund the RCISP. The purpose of the RCISP is to share crime data across jurisdictions in order to analyze trends, build crime pattern predictions, and execute regional response strategies while sharing resources. The CCP will reimburse the Sacramento Police Department for the services of a Regional Crime Analyst consultant that will provide crime analysis services for the eight participating regional agencies.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager, or the City Manager's designee, is authorized to enter into a Memorandum of Understanding (MOU) amongst the Sacramento County Sheriff's Department (SSD), the Sacramento Police Department (SPD), the Sacramento County Probation Department (SCPD), the Citrus Heights Police Department (CHPD), the Elk Grove Police Department (EGPD), the Folsom Police Department (FPD), the Galt Police Department (GPD), and the Rancho Cordova Police Department (RCPD) for an amount not to exceed \$150,213.

- Section 2. The City Manager, or the City Manager's designee, is authorized to establish an Externally Funded Program (EFP) (E11006600) for the FY 2015/16 RCISP.

Section 3. The City Manager, or the City Manager's designee, is authorized to adjust the appropriate EFP revenue and expense budgets up to \$150,213.

THIRD RENEWAL OF 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 2015-16 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 with limited 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 Long Term Community Corrections Partnership (CCP) Public Safety Realignment Plan (Plan) approved on May 1, 2014 by the CCP and accepted by the Board of Supervisors on May 28, 2014.

V. IMPLEMENTATION

One Crime Analyst consultant will be hired by SPD in Fiscal Year 2015-16 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 will 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 analysis, 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 (Automated Tactical Analysis of Crime) Analytical Structure.

VII. TERM

The effective term of this MOU shall be for the period July 1, 2015 through June 30, 2016. 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: CORRECTIONS ACCOUNTING
711 G STREET, ROOM 405
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 AND INDEMNITY

Each agency shall assume the responsibility and liability for the acts and omissions of its own officers, agents, employees, or volunteers 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 provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate or willful acts of any agency, or any of its agents, officers, or employees in its, or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The agencies shall establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to

any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this MOU. Nothing set forth in this memorandum of understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain and keep in force 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.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The responsibilities in this section shall survive the termination or expiration of the MOU.

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 coverages.

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. The parties further agree that venue for any dispute regarding this MOU shall be in Sacramento California.

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.

XIV. 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 any Agency.

XV. 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.

XVI. 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

Lee Seale, Chief Probation Officer
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

Dan Drummond, Chief of Police
Galt Police Department

Michael Goold, 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 \$150,213 for the services of a regional crime analyst consultant and related analytical software licenses and technical support.

II. TERM

July 1, 2015– June 30, 2016

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: CORRECTIONS ACCOUNTING
711 G STREET, ROOM 405
SACRAMENTO, CA 95814

Mail payments to:

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