

**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**

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Marcia Somers  
City Manager  
City of Los Altos

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Date

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Tuck Younis  
Police Chief  
City of Los Altos

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Date

**Town of Los Gatos**

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Greg Larson  
Town Manager  
Town of Los Gatos

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Date

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Scott Seaman  
Police Chief  
Town of Los Gatos

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Date

**City of Milpitas**

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Thomas C. Williams  
City Manager  
City of Milpitas

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Date

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Steve Pangelinan  
Police Chief  
City of Milpitas

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Date

**City of Morgan Hill**

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Steve Rymer  
City Manager  
City of Morgan Hill

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Date

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David Swing  
Police Chief  
City of Morgan Hill

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Date

**City of Mountain View**

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Daniel H. Rich  
City Manager  
City of Mountain View

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Date

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

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Date

**City of Palo Alto**

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Jim Keene  
City Manager  
City of Palo Alto

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Date

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Dennis Burns  
Police Chief  
City of Palo Alto

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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**

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

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Date

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Laurie Smith  
Sheriff  
County of Santa Clara

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Date

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

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Date

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Jeffrey Rosen  
District Attorney  
County of Santa Clara

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Date

**City of Sunnyvale**

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Gary Luebbers  
City Manager  
City of Sunnyvale

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Date

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Frank Grgurina  
Director of Public Safety  
City of Sunnyvale

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Date



Santa Cruz County Agencies:

**City of Capitola**

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Jamie Goldstein  
City Manager  
City of Capitola

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Date

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Rudy Escalante  
Chief of Police  
City of Capitola

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Date

**City of Santa Cruz**

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Martin Bernal  
City Manager  
City of Santa Cruz

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Date

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Kevin Vogel  
Chief of Police  
City of Santa Cruz

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Date

**County of Santa Cruz**

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Susan A. Mauriello  
County Administrative Officer  
County of Santa Cruz

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Date

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Phil Wowak  
Sheriff-Coroner  
County of Santa Cruz

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Date

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Scott MacDonald  
Chief Probation Officer  
County of Santa Cruz

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Date

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Bob Lee  
District Attorney  
County of Santa Cruz

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Date

**City of Watsonville**

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Carlos J. Palacios  
City Manager  
City of Watsonville

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Date

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Manny Solano  
Police Chief  
City of Watsonville

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Date

Monterey County Agencies:

**City of Carmel**

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Jason Stilwell  
City Administrator  
City of Carmel

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Date

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Mike Calhoun  
Police Chief  
City of Carmel

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Date

**City of Del Rey Oaks**

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Daniel Dawson  
City Manager  
City of Del Rey Oaks

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Date

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

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Date

**City of Gonzales**

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Rene L. Mendez  
City Manager  
City of Gonzales

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Date

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Paul Miller  
Police Chief  
City of Gonzales

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Date

**City of Greenfield**

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John Bakker  
City Manager  
City of Greenfield

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Date

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Daniel Ortega (Interim)  
Police Chief  
City of Greenfield

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Date

**City of King City**

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Michael Powers  
City Manager  
City of King City

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Date

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Bruce Miller (Interim)  
Police Chief

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Date

**City of Marina**

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Layne P. Long  
City Manager  
City of Marina

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Date

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Edmundo Rodriguez  
Chief of Police  
City of Marina

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Date

**City of Monterey**

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Fred Meurer  
City Manager  
City of Monterey

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Date

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Phil Penko  
Chief of Police  
City of Monterey

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Date

**City of Pacific Grove**

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Thomas Frutchey  
City Manager  
City of Pacific Grove

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Date

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

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Date

**City of Salinas**

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Ray Corpuz  
City Manager  
City of Salinas

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Date

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Kelly McMillin  
Police Chief  
City of Salinas

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Date

**City of Sand City**

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Steve Matarazzo  
City Administrator  
City of Sand City

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Date

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Michael Klein  
Police Chief  
City of Sand City

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Date

**City of Seaside**

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John Dunn  
City Manager  
City of Seaside

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Date

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Vicki L.H. Myers  
Police Chief  
City of Seaside

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Date

**County of Monterey**

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Lew C. Bauman  
County Administrative Officer  
County of Monterey

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Date

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Scott Miller  
Sheriff  
County of Monterey

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Date

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Manuel Real  
Chief Probation Officer  
County of Monterey

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Date

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Dean D. Flippo  
District Attorney  
County of Monterey

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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**

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Clint Quilter  
City Manager  
City of Hollister

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Date

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Dave Westrick  
Police Chief  
City of Hollister

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Date

### **County of San Benito**

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Ray Espinosa  
County Administrative Officer  
County of San Benito

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Date

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Darren Thompson  
Sheriff-Coroner  
County of San Benito

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Date

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Don H. Blevins (Interim)  
Chief Probation Officer  
County of San Benito

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Date

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Candice Hooper  
District Attorney  
County of San Benito

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Date



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Date

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Date

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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)
<b><u>Santa Clara County</u></b>				
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
<b>Total Santa Clara County</b>	<b>1,820,351.00</b>	<b>100%</b>	<b>\$ 55,449.91</b>	<b>\$ 165,473.79</b>
<b><u>Santa Cruz County</u></b>				
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
<b>Total Santa Cruz County</b>	<b>246,894</b>	<b>100%</b>	<b>\$ 7,520.67</b>	<b>\$ 28,794.36</b>
<b><u>Monterey County</u></b>				
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
<b>Total Monterey County</b>	<b>421,428.00</b>	<b>100%</b>	<b>\$ 12,837.17</b>	<b>\$ 70,795.32</b>
<b>San Benito County</b>				
Hollister	34,928	64.98%	\$ 1,063.95	\$ 7,770.26
Sheriff	<b>18,821</b>	35.02%	\$ 573.31	\$ 4,187.02
<b>Total San Benito County</b>	<b>53,749.00</b>	<b>100%</b>	<b>\$ 1,637.25</b>	<b>\$ 11,957.28</b>
<b>Total annual maintenance all counties</b>			<b>\$ 77,445.00</b>	<b>\$ 277,020.76</b>

**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**

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

**Table 3**

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

[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**

<b>Annual Support</b>			
<b>District Attorney</b>	<b>Sworn Count</b>	<b>*Network, Administration and Training Resource Hours</b>	<b>Annual Support</b>
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](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

# SOUTH BAY INFORMATION SHARING SYSTEM

## SYSTEM USE AGREEMENT

### I. OVERVIEW

- a. Background: The South Bay Information Sharing System (SBISS) was established on June 1, 2009 by agencies in Santa Clara, Santa Cruz, Monterey, and San Benito Counties. The SBISS is a cooperative venture, created among other reasons, to develop and implement a Regional justice information sharing system that would allow law enforcement and justice agencies throughout Santa Clara, Santa Cruz, Monterey, and San Benito Counties to share information retained in their case and records management systems (“Information”), as well as in other relevant data files.
- b. Intended Benefits: The SBISS seeks to protect the total community by efficiently and effectively providing accessible, accurate Information for the speedy investigation and apprehension of terrorists and other law violators. Information is shared through various shared vendor tools including a COPLINK Solution Suite (“COPLINK”), a computerized system that was installed by, and is currently maintained by International Business Machines (“IBM” or “Contractor”), a Corporation.
- c. Purpose of Policy: The purpose of the System Use Agreement (“Agreement”) is to outline the terms and conditions under which participating agencies (“Agency” or “Agencies”) will share and use information in various vendor tools, including COPLINK and to detail various indemnifications, relationships, and obligations among the Agencies and vendors.
- d. Agency Participation: An Agency can apply to participate by submitting a proposal to the SBISS Governing Board that outlines the Agency’s intended use of COPLINK, the type of data the Agency intends to contribute or view, and any other information requested by the SBISS. A majority vote by the SBISS Board is required to approve an Agency’s participation in COPLINK either as a Member Agency membership (sharing and viewing data) or View-only access agency (viewing data only). The View only Agency (“V-Agency”) must also sign a copy of this Agreement and accept its conditions. The V-Agency will proactively cooperate with the SBISS, the other participating Agencies, and any contractors working to implement, improve and manage the system by obtaining the cooperation of their own System vendors and or maintenance contractors to facilitate:
  - Network access and connectivity

## South Bay Information Sharing System System Use Policy

September 20, 2013

- Data extracts for engineering and testing purposes
- Production extracts
- Required modifications to their source systems
- Regular data updates as agreed to during the design and any improvement process
- Timely review and approval of design documents and test results

e. **Agency Withdrawal:** An Agency may withdraw their participation in COPLINK at any time by providing written notice to the SBISS that the Agency wishes to withdraw their participation or view-only access. In the event that the Agency wishes to withdraw their data from the information sharing system repository or discontinue view-only access the Agency shall give the Board of Directors sixty (60) days written notice and the Agency shall be responsible for contacting the host site agency and maintenance vendor (currently IBM) and requesting access termination and or data removal. The withdrawing Agency is responsible for all of the costs associated with the removal of their data from the repository. Within the IBM Contract pertaining to a Member Agency: Regarding a Member Agency that has already migrated data to data warehouse and would like it to be removed from COPLINK: If an agency wishes to remove data previously migrated to the COPLINK indexing server, IBM will bill the agency at an hourly or fixed rate specified within the contract. Within the SBISS MOU pertaining to a View-Only access Agency: If a V-Agency wishes to discontinue access to SBISS data, the V-Agency can discontinue at the half year point of their annual billing cycle. The annual support costs for a V-Agency are based on the total count of sworn staff for a given agency. The categories and support costs are detailed below:

Annual Support				
New Agency View Access-Only	Sworn Count	*Network, Administration and Training Resource Hours	Rate	Annual Support
Agency A	1-19	10	\$103.27	\$ 1,032.70
Agency B	20-30	20	\$103.27	\$ 2,065.40
Agency C	31-50	30	\$103.27	\$ 3,098.10
Agency D	50 plus	50	\$103.27	\$ 5,163.50
*Account creation and administration, network connectivity and security, training and travel, and phone support. *SBISS Board will complete access review on an annual basis. SBISS also recommends V-agency pursue grant or other funding annually to allow future integration of V-Agency data into SBISS.				

**South Bay Information Sharing System  
System Use Policy**

September 20, 2013

**II. AUTHORIZED RELEASE OF INFORMATION**

- a. Sharing of Information: Each Agency authorizes the release of Information residing in COPLINK and other vendor tools to all authorized **SBISS** users as permitted by law. Any Agency that does not want certain Information made available is responsible for ensuring that the Information is not included in the data transfer **to the share repository**. An Agency that wants certain data to be made available only to a select group of users is responsible for placing the appropriate restriction indicator within the **vendor tool**.
1. California law prohibits the release of victim information to unauthorized users in specific sex related crimes.
- b. Limitation on Information Sharing: Information contributed by each Agency shall only be shared with or released to those other Agencies that have entered into this agreement. Only authorized employees who have approved **login credentials (“Authorized Users”)** and **meets the current FBI-CJIS Policy password convention**, will be allowed to **access or use information in COPLINK and other shared vendor tools**.
- c. Liability: Each Agency is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney’s fees, disbursements and court costs) (“Claims”) of every kind and nature whatsoever, arising in any manner by reason of the gross negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK or other shared vendor tools by that Agency, its officers, agents or employees.
- d. Indemnification: Each Agency executing this Agreement, with the exception of **International Business Machines (IBM)** or other vendor companies, is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the Agencies hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a gross negligent or wrongful act or omission occurring in the performance of this Agreement,



## **South Bay Information Sharing System System Use Policy**

*September 20, 2013*

to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code.

To achieve the above-stated purpose, each Agency shall indemnify, hold harmless, and defend the other Agencies, their County or Cities, City Councils, Party, Boards of Supervisor and other elected officials, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims of every kind and nature whatsoever, arising in any manner by reason of the gross negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK or other shared vendor tools by that Agency and its employees. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Each Agency executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

**IBM** shall defend, indemnify and hold harmless the Agencies and their Indemnified Parties from and against any and all claims of every kind and nature whatsoever, arising in any manner by reason of the gross negligent acts, errors, omissions or willful misconduct incident to the performance by **IBM** or its subcontractors of any tier in the performance of installing or maintaining COPLINK.

Notwithstanding the foregoing, nothing herein shall be construed to require **IBM** or the Agencies to indemnify any other party from any claim arising from the sole gross negligence or willful misconduct of another party. Nothing in this indemnity shall be construed as authorizing any award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

The provisions of this section, II d, shall survive the expiration or termination of this Agreement.

### **III. INFORMATION OWNERSHIP**

- a. Ownership: Each Agency retains control of all information it provides to COPLINK or other shared vendor tools. Each Agency is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Agency shall use its best efforts to insure the completeness and accuracy of its source data.

## **South Bay Information Sharing System System Use Policy**

*September 20, 2013*

- b. Release of Information: Agencies and Authorized Users shall release or make available information accessed from COPLINK only to persons or entities authorized to receive COPLINK information.
- c. Unauthorized Requests: If an Agency receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Agency shall refer the request to the law enforcement agency that authored or originated the requested information (“Source Agency”).
- d. Public Record Requests, Subpoenas and Court Orders: Any Agency receiving a public records request, subpoena, or court order (“Legal Request”) for information in COPLINK not authored by or originated by that Agency shall refer the Legal Request to the source Agency for the purposes of responding to the Legal Request.

### **IV. UNDERSTANDING ON ACCURACY OF INFORMATION**

- a. Accuracy of Information: Agencies agree that the data maintained in COPLINK consists of information assumed to be accurate. Agencies will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.
- b. Timeliness of Information: Each Agency shall determine the frequency with which its data will be refreshed in COPLINK and other shared vendor tools. In addition, each Agency has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agencies recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency’s data.
- c. Hold Harmless: To the extent permitted by law, each Agency agrees to hold the other Agencies harmless for any information in COPLINK or within other shared vendor tools, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information

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contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

### **V. USER ACCESS**

- a. Login Application Process: Each Agency's System Administrator is responsible for management of user accounts at that Agency. Each Agency agrees that all Authorized Users shall be current employees and be authorized to review criminal history data for legitimate purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access within their Agency.
- b. Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.
- c. Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system. Each Authorized User shall sign an acknowledgement stating, "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 the terms and conditions may lead to disciplinary action and/or criminal prosecution." The Agency System Administrator shall maintain the original signed acknowledgements at all times.
- d. Intended Use: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.
- e. Limitations on Use of Logins: An Authorized User may not access COPLINK or other shared vendor tool by using a name or password that was assigned to another user. An Authorized User cannot give his or her password to another person, including another user, to access the system.
- f. Audit Trail: Each transaction on COPLINK is logged, and an audit trail is created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date

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and user queries are made for legitimate law enforcement purposes. COPLINK and other shared vendor tools will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded in each vendor solution, and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.

- g. Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency or are denied access by the Agency System Administrator for any other reason.

## **VI. CONFIDENTIALITY OF INFORMATION**

- a. Information Confidentiality: Information in COPLINK and other shared vendor tools is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK and other shared vendor tools. The information will otherwise be kept confidential.
- b. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK or other shared vendor tool shall not release that information, but may refer the requestor to the Source Agency.
- c. Removal or Editing of Records: Agencies shall determine a schedule for record deletion and other edits. If an agency requires a record edited, removed or otherwise changed in a more timely manner, they are responsible for contacting the maintenance contractor (currently International Business Machines) directly and arranging for such a change to be manually processed to their data.

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### **VII. SYSTEM ACCESS AND SUPPORT**

- a. Network Access: Access to COPLINK and other shared vendor tools will be provided by a private network maintained by a secure network configuration or other such method chosen by the Santa Clara County Office of the Sheriff as the host agency.
- b. System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.
- c. Sheriff Office Support: The Sheriff's Office will provide staff and reporting to the Member Agencies on the following basis: Any user who reports a problem ("the user-reporter") regarding interruption and/or slowdown to the Sheriff shall receive a return call acknowledging the user-reporter's call on average within forty-five (45) minutes during normal business hours, ninety-eight percent of the time. During non-business hours, the user-reporter will receive a return call within one hour acknowledging that staff has received the problem. The staff will promptly determine, to the extent possible, the cause(s) of interruption and/or slowdown among connected systems, telephone lines, server, and user equipment. The staff will use best efforts to restore service. A log will be maintained identifying:
  1. Agencies will report all problems to the Sheriff's Office
  2. The user-reporter contact name, time/date that the user-reporter called to report the problem, and telephone number;
  3. The name and time/date that the staff returned the call to the user-reporter along with any initial determination of causation;
  4. The duration of the interruption and/or slowdown;
  5. The final determination of causation if different from the initial determination; and
  6. Upon request from an agency, Sheriff's Office Staff will work with an agency information service resource to identify COPLINK hardware/software related problems.

If service interruption is due to software, the Sheriff's Office IS staff will work with **IBM**. If service interruption is due to hardware, the Sheriff's Office IS staff will coordinate with Dell or other Third Party Hardware Support. If service interruption is due to network connectivity, the Sheriff's Office IS staff will coordinate with AT&T.

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- d. Sheriff's Office Administrative Responsibilities: The Sheriff's Office shall be responsible for providing technical and administrative support as set forth below.
  - 1. Sheriff's Office will maintain support agreements on critical components (IBM, Dell, AT&T) in force.
  - 2. Sheriff's Office will complete an annual budget and quarterly billing.
  - 3. Sheriff's Office will perform regular backups of the data, maintain a tested restore process for data recovery, and will retain a minimum of three years of the audit/journal file online for agencies to access.
  
- e. Sheriff's Office Service Level Exclusions: The Sheriff Office's service support obligations do not apply to any performance issues: (i) caused by factors outside of the Sheriff's Office reasonable control; or (ii) that resulted from the user's equipment or third party equipment, or both (not within the primary control of the Sheriff's Office).

### **VIII. AGREEMENT TERMS**

- a. Term: This Agreement will commence on the date that it is executed by an Agency and vendor.
  
- b. Amendments: Any change in the terms of this Agreement, shall be incorporated into this Agreement by a written amendment properly executed and signed by a person authorized to bind the Agencies and IBM or other vendor.
  
- c. Supplemental Policies: An Agency may add individual terms and conditions for its own computers or networks providing the terms and conditions do not conflict with the provisions of this Agreement.
  
- d. Sanctions for Non-Compliance: Any Agency that violates the terms and conditions of this Agreement may be disconnected from SBISS shared vendor tool access. The offending Agency will be provided with a 60-day written notice of the violation and the opportunity to correct the violation. Failure to abide by or follow the terms and conditions of this Agreement will result in the termination of access for the offending Agency. All disputes concerning access shall be determined by a majority of the SBISS Board.

### **IX. SIGN-OFF ON EXECUTION OF AGREEMENT**

By executing this agreement, each Agency acknowledges that it has received a copy of this Agreement and will comply with its terms and conditions. This Agreement may be executed in one or more

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counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A complete original will be kept on file with the Santa Clara County Office of the Sheriff. For all other purposes, facsimile signatures are acceptable as originals.

<b>Campbell PD</b>	Signature	Date
	Printed Name and Title	
<b>Gilroy PD</b>	Signature	Date
	Printed Name and Title	
<b>Los Altos PD</b>	Signature	Date
	Printed Name and Title	
<b>Los Gatos-Monte Sereno PD</b>	Signature	Date
	Printed Name and Title	
<b>Milpitas PD</b>	Signature	Date
	Printed Name and Title	
<b>Morgan Hill PD</b>	Signature	Date
	Printed Name and Title	
<b>Mountain View PD</b>	Signature	Date
	Printed Name and Title	
<b>Palo Alto PD</b>		

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	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
San Jose PD	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
<b>San Jose State University Police Department</b>	<hr/> <b>Signature</b> <span style="float: right;"><b>Date</b></span> <hr/> <b>Printed Name and Title</b>
Santa Clara PD	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
<b>Santa Clara County District Attorney's Office</b>	<hr/> <b>Signature</b> <span style="float: right;"><b>Date</b></span> <hr/> <b>Printed Name and Title</b>
Santa Clara County Sheriff's Office	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
<b>Santa Clara County Probation Department</b>	<hr/> <b>Signature</b> <span style="float: right;"><b>Date</b></span> <hr/> <b>Printed Name and Title</b>
Sunnyvale Department of Public Safety	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title



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Capitola PD	<p>Signature _____ Date _____</p> <p>Printed Name and Title _____</p>
Santa Cruz PD	<p>Signature _____ Date _____</p> <p>Printed Name and Title _____</p>
<b>Santa Cruz County District Attorney's Office</b>	<p><b>Signature</b> _____ <b>Date</b> _____</p> <p><b>Printed Name and Title</b> _____</p>
Santa Cruz County Sheriff's Office	<p>Signature _____ Date _____</p> <p>Printed Name and Title _____</p>
<b>University of California, Santa Cruz Police Department</b>	<p><b>Signature</b> _____ <b>Date</b> _____</p> <p><b>Printed Name and Title</b> _____</p>
Watsonville PD	<p>Signature _____ Date _____</p> <p>Printed Name and Title _____</p>

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<b>Carmel PD</b>	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
<b>Del Rey Oaks PD</b>	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
<b>Gonzales PD</b>	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
<b>Greenfield PD</b>	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
<b>King City PD</b>	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
<b>Marina PD</b>	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
<b>Monterey PD</b>	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title

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Pacific Grove PD	Signature	Date
	Printed Name and Title	
Salinas PD	Signature	Date
	Printed Name and Title	
Sand City PD	Signature	Date
	Printed Name and Title	
Seaside PD	Signature	Date
	Printed Name and Title	
Monterey County District Attorney's Office	Signature	Date
	Printed Name and Title	
Monterey County Probation Department	Signature	Date
	Printed Name and Title	
Monterey County Sheriff's Office	Signature	Date
	Printed Name and Title	
Soledad PD	Signature	Date
	Printed Name and Title	

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Hollister PD	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
San Benito County Sheriff's Office	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
Santa Clara County District Attorney's Office	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
Santa Cruz County District Attorney's Office	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
Monterey County District Attorney's Office	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
San Benito County District Attorney's Office	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title
University of California, Santa Cruz PD	<hr/> Signature <span style="float: right;">Date</span> <hr/> Printed Name and Title

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<p><b>San Jose State University PD</b></p>	<p>Signature _____</p> <p>Date _____</p> <p>Printed Name and Title _____</p>
<p><b>Santa Clara County Probation Department</b></p>	<p>Signature _____</p> <p>Date _____</p> <p>Printed Name and Title _____</p>
<p><b>San Benito County Probation Department</b></p>	<p>Signature _____</p> <p>Date _____</p> <p>Printed Name and Title _____</p>
<p><b>Santa Cruz County Probation Department</b></p>	<p>Signature _____</p> <p>Date _____</p> <p>Printed Name and Title _____</p>
<p><b>Monterey County Probation Department</b></p>	<p>Signature _____</p> <p>Date _____</p> <p>Printed Name and Title _____</p>
<p><b>Santa Clara County Fire Department</b></p>	<p>Signature _____</p> <p>Date _____</p> <p>Printed Name and Title _____</p>
	<p>_____</p>
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