

**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 1st day of October and year 2013 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 | ▪ Mountain View Police Department |
| ▪ Gilroy Police Department | ▪ Palo Alto Police Department |
| ▪ Los Altos Police Department | ▪ San Jose Police Department |
| ▪ Los Gatos-Monte Sereno Police Department | ▪ Santa Clara County Sheriff's Office |
| ▪ Milpitas Police Department | ▪ Santa Clara Police Department |
| ▪ Morgan Hill Police Department | ▪ Sunnyvale Department of Public Safety |

Santa Cruz County:

- | | |
|--------------------------------|--------------------------------------|
| ▪ Capitola Police Department | ▪ Santa Cruz County Sheriff's Office |
| ▪ Santa Cruz Police Department | ▪ Watsonville Police Department |

Monterey County:

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

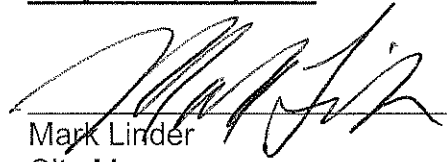
fully integrating the Member Agencies, future agencies and potential future data sources.

- 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.

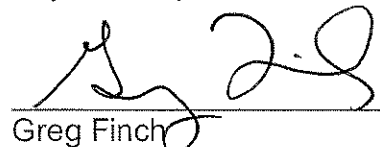
Santa Clara County Agencies:

City of Campbell



Mark Linder
City Manager
City of Campbell

Date 4/9/14



Greg Finch
Chief of Police
City of Campbell

Date 4/9/14

City of Gilroy

Thomas J. Haglund
City Manager
City of Gilroy

Date

Denise J. Turner
Chief of Police
City of Gilroy

Date

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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

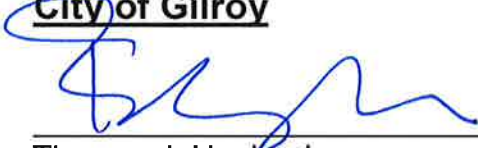
Greg Finch
Chief of Police
City of Campbell

Date

Approved as to Form:

Gilroy City Attorney's Office

City of Gilroy




Thomas J. Haglund
City Manager
City of Gilroy

By: 

City Attorney

12/26/13

Date



Denise J. Turner
Chief of Police
City of Gilroy

12/10/13

Date

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

September 20, 2013

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.

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

City of Los Altos

Marcia Somers
Marcia Somers
City Manager
City of Los Altos

1/7/14
Date

Tuck Younis
Tuck Younis
Police Chief
City of Los Altos

1-7-14
Date

Town of Los Gatos

Greg Larson
Town Manager
Town of Los Gatos

Date

Scott Seaman
Police Chief
Town of Los Gatos

Date

City of Milpitas

Thomas C. Williams
City Manager
City of Milpitas

Date

Steve Pangelinan
Police Chief
City of Milpitas

Date

Marcia Somers
City Manager
City of Los Altos

Date

Tuck Younis
Police Chief
City of Los Altos

Date

Town of Los Gatos



Greg Larson
Town Manager
Town of Los Gatos

3-14-14

Date



Scott Seaman
Police Chief
Town of Los Gatos

3/7/14

Date

City of Milpitas

Thomas C. Williams
City Manager
City of Milpitas

Date

Steve Pangelinan
Police Chief
City of Milpitas

Date

City of Morgan Hill

City of Los Altos

Marcia Somers
City Manager
City of Los Altos

Date

Tuck Younis
Police Chief
City of Los Altos

Date

Town of Los Gatos

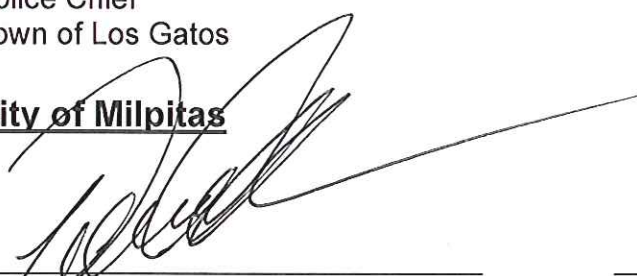
Greg Larson
Town Manager
Town of Los Gatos

Date

Scott Seaman
Police Chief
Town of Los Gatos

Date

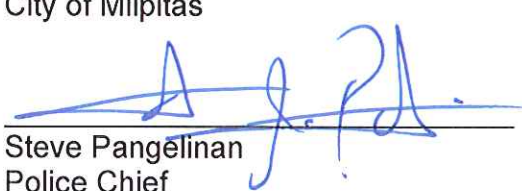
City of Milpitas



Thomas C. Williams
City Manager
City of Milpitas



Date



Steve Pangelinan
Police Chief
City of Milpitas

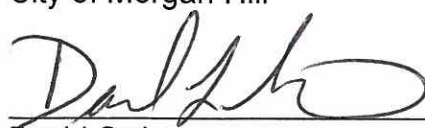


Date

City of Morgan Hill



Steve Rymer
City Manager
City of Morgan Hill



David Swing
Police Chief
City of Morgan Hill

APPROVED AS TO FORM:



City Attorney
Date: 2-24-14

Date 2/24/14

2/28/14

Date

City of Mountain View

Daniel H. Rich
City Manager
City of Mountain View

Date

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

Date

City of Palo Alto

Jim Keene
City Manager
City of Palo Alto

Date

Dennis Burns
Police Chief
City of Palo Alto

Date

City of Morgan Hill

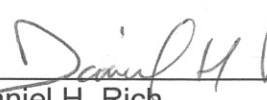
Steve Rymer
City Manager
City of Morgan Hill

Date

David Swing
Police Chief
City of Morgan Hill

Date


City of Mountain View




Daniel H. Rich
City Manager
City of Mountain View


7-1-14

Date



FINANCE AND ADMINISTRATIVE
SERVICES DIRECTOR
APPROVED AS TO FORM


CITY ATTORNEY



Acting Police Chief For:
Scott S.G. Vermeer
Police Chief
City of Mountain View

7-1-14

Date

City of Palo Alto

Jim Keene
City Manager
City of Palo Alto

Date

Dennis Burns
Police Chief
City of Palo Alto

Date

City of Morgan Hill

Steve Rymer
City Manager
City of Morgan Hill

Date

David Swing
Police Chief
City of Morgan Hill

Date

City of Mountain View

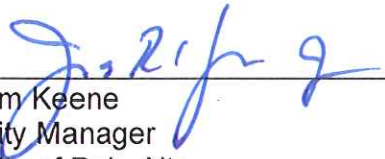
Daniel H. Rich
City Manager
City of Mountain View

Date

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

Date


City of Palo Alto



Jim Keene
City Manager
City of Palo Alto

5/20/14

Date



Dennis Burns
Police Chief
City of Palo Alto


5/16/14

Date

City of San Jose



Norberto Dueñas
Deputy City Manager



Larry Esquivel
Police Chief
City of San Jose

San Jose State University

Administration and Finance
San Jose State University

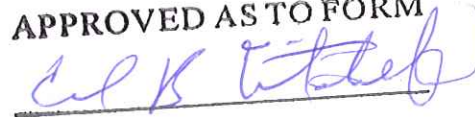
Peter Decena
Police Chief
San Jose State University

City of Santa Clara

Julio J. Fuentes
City Manager
City of Santa Clara

Mike Sellers
Police Chief
City of Santa Clara

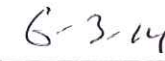
APPROVED AS TO FORM



DEPUTY CITY ATTORNEY



Date



Date

Date

Date

Date

Date

City of San Jose

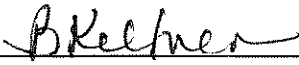
Ed Shikada
City Manager
City of San Jose

Date


Larry Esquivel
Police Chief
City of San Jose

Date

San Jose State University


Administration and Finance
San Jose State University

10/13/15
Date


Peter Decena
Police Chief
San Jose State University

09/24/15
Date

City of Santa Clara

Julio J. Fuentes
City Manager
City of Santa Clara

Date

Mike Sellers
Police Chief
City of Santa Clara

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

1/31/14

Date

ATTEST:



City Clerk



Mike Sellers
Police Chief
City of Santa Clara

1-22-14

Date

**APPROVED AS TO FORM:
SANTA CLARA CITY ATTORNEY'S OFFICE**



JULIA HILL, ASSISTANT CITY ATTORNEY

County of Santa Clara




Jeffrey Smith M.D.

County Executive

County of Santa Clara



Date




Laurie Smith

Sheriff

County of Santa Clara



Date



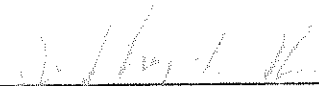
Karen Fletcher (Interim)

Chief Probation Officer

County of Santa Clara



Date



Jeffrey Rosen

District Attorney

County of Santa Clara



Date

City of Sunnyvale

Gary Luebbers

City Manager

City of Sunnyvale

Date

Frank Grgurina

Director of Public Safety

City of Sunnyvale

Date

County of Santa Clara

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

Date

Laurie Smith
Sheriff
County of Santa Clara

Date


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

Date

Jeffrey Rosen
District Attorney
County of Santa Clara


Date

City of Sunnyvale

for _____
Gary Luebbers
City Manager
City of Sunnyvale

1-17-14

Date

_____
Frank Grgurina
Director of Public Safety
City of Sunnyvale

1-17-14

Date

Sheila Mitchell
Chief Probation Officer
County of Santa Clara

Date

Jeffrey Rosen
District Attorney
County of Santa Clara

Date

City of Sunnyvale

Gary Luebbbers
City Manager
City of Sunnyvale


Date

Frank Grgurina
Director of Public Safety
City of Sunnyvale

Date


Santa Cruz County Agencies:

City of Capitola



Jamie Goldstein
City Manager
City of Capitola

10.2.13
Date



Rudy Escalante
Chief of Police
City of Capitola

10-1-13

Date

City of Santa Cruz

Martin Bernal
City Manager
City of Santa Cruz

Date

Kevin Vogel
Chief of Police
City of Santa Cruz

Date

University of California, Santa Cruz Police Department

Administration and Finance
University of California, Santa Cruz

Date

Nader Oweis
Chief of Police
University of California, Santa Cruz

Date

County of Santa Cruz

Carlos Rivera
County Administrative Officer
County of Santa Cruz

Date

Phil Wowak

Date

Santa Cruz County Agencies:

City of Capitola


Jamie Goldstein
City Manager
City of Capitola

Date

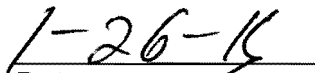
Rudy Escalante
Chief of Police
City of Capitola

Date

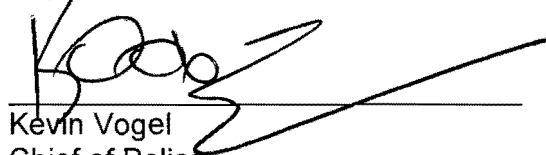
City of Santa Cruz



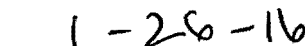
Martin Bernal
City Manager
City of Santa Cruz



Date



Kevin Vogel
Chief of Police
City of Santa Cruz



Date

County of Santa Cruz

Susan A. Mauriello
County Administrative Officer
County of Santa Cruz

Date

Santa Cruz County Agencies:

City of Capitola

Jamie Goldstein
City Manager
City of Capitola

Date

Rudy Escalante
Chief of Police
City of Capitola

Date

City of Santa Cruz

Martin Bernal
City Manager
City of Santa Cruz

Date

Kevin Vogel
Chief of Police
City of Santa Cruz

Date

County of Santa Cruz



Susan A. Mauriello
County Administrative Officer
County of Santa Cruz

1/21/14

Date



Phil Wowak
Sheriff-Coroner
County of Santa Cruz



Date

Scott MacDonald
Chief Probation Officer
County of Santa Cruz

Date

Bob Lee
District Attorney
County of Santa Cruz

Date

City of Watsonville

Carlos J. Palacios
City Manager
City of Watsonville

Date

Manny Solano
Police Chief
City of Watsonville

Date

Monterey County Agencies:

City of Carmel

Jason Stilwell
City Administrator
City of Carmel

Date

Phil Wowak
Sheriff-Coroner
County of Santa Cruz

Date

Scott MacDonald
Chief Probation Officer
County of Santa Cruz

Date

Bob Lee
District Attorney
County of Santa Cruz

Date

City of Watsonville

~~Carlos J. Palacios~~
City Manager
City of Watsonville

Charles Montoya

2/2/16

Date

[Signature]

Manny Solano
Police Chief
City of Watsonville

11/4/15

Date

Monterey County Agencies:

City of Carmel

Jason Stilwell
City Administrator
City of Carmel

Date

Phil Wowak
Sheriff-Coroner
County of Santa Cruz

Date

Scott MacDonald
Chief Probation Officer
County of Santa Cruz

Date

Bob Lee
District Attorney
County of Santa Cruz

Date

City of Watsonville

Carlos J. Palacios
City Manager
City of Watsonville

Date

Manny Solano
Police Chief
City of Watsonville

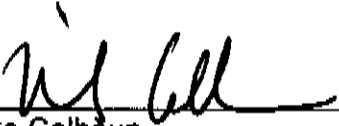
Date

Monterey County Agencies:

City of Carmel


CHIP BERIG
City Administrator
City of Carmel

3.1.18
Date



Mike Calhoun
Police Chief
City of Carmel

3/1/2012

Date

City of Del Rey Oaks

Daniel Dawson
City Manager
City of Del Rey Oaks

Date

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

Date

City of Gonzales

Rene L. Mendez
City Manager
City of Gonzales

Date

Paul Miller
Police Chief
City of Gonzales

Date

City of Greenfield


John Bakker
City Manager
City of Greenfield

Date


Mike Calhoun
Police Chief
City of Carmel

Date


City of Del Rey Oaks



Daniel Dawson
City Manager
City of Del Rey Oaks



Date



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



Date

City of Gonzales

Rene L. Mendez
City Manager
City of Gonzales

Date

Paul Miller
Police Chief
City of Gonzales

Date

City of Greenfield

John Bakker
City Manager
City of Greenfield

Date

Mike Calhoun
Police Chief
City of Carmel

Date

City of Del Rey Oaks


Daniel Dawson
City Manager
City of Del Rey Oaks

Date

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

Date


City of Gonzales



Rene L. Mendez
City Manager
City of Gonzales



Date



Paul Miller
Police Chief
City of Gonzales



Date

City of Greenfield

John Bakker
City Manager
City of Greenfield

Date

Mike Calhoun
Police Chief
City of Carmel

Date

City of Del Rey Oaks

Daniel Dawson
City Manager
City of Del Rey Oaks

Date

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

Date

City of Gonzales


Rene L. Mendez
City Manager
City of Gonzales

Date

Paul Miller
Police Chief
City of Gonzales

Date

City of Greenfield



Susan Stanton
City Manager
City of Greenfield

1-21-15

Date



Adele H. Frese
Police Chief
City of Greenfield

Date

1/20/15

City of King City

Michael Powers
City Manager
City of King City

Date

Bruce Miller (Interim)
Police Chief

Date

City of Marina

Layne P. Long
City Manager
City of Marina

Date

Edmundo Rodriquez
Chief of Police
City of Marina

Date

City of Monterey

Mike McCarthy
City Manager
City of Monterey

Date

Daniel Ortega (Interim)
Police Chief
City of Greenfield

Date

City of King City



Michael Powers
City Manager
City of King City

1/14/14
Date



Bruce Miller (Interim)
Police Chief

1-16-14
Date

City of Marina

Layne P. Long
City Manager
City of Marina

Date

Edmundo Rodriguez
Chief of Police
City of Marina

Date

City of Monterey

Fred Meurer
City Manager
City of Monterey

Date

Daniel Ortega (Interim)
Police Chief
City of Greenfield

Date

City of King City

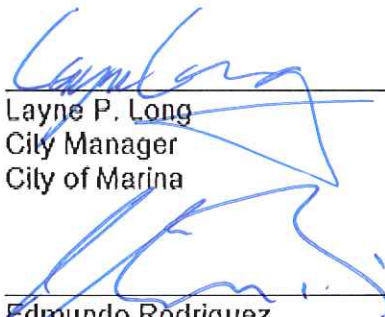
Michael Powers
City Manager
City of King City

Date

Bruce Miller (Interim)
Police Chief

Date


City of Marina



Layne P. Long
City Manager
City of Marina

Date

6/5/14



Edmundo Rodriguez
Chief of Police
City of Marina

Date

6/5/14

City of Monterey

Fred Meurer
City Manager
City of Monterey

Date

Daniel Ortega (Interim)
Police Chief
City of Greenfield

Date

City of King City

Michael Powers
City Manager
City of King City

Date

Bruce Miller (Interim)
Police Chief

Date

City of Marina


Layne P. Long
City Manager
City of Marina

Date

Edmundo Rodriguez
Chief of Police
City of Marina

Date

City of Monterey



Mike McCarthy
City Manager
City of Monterey

Date



Phil Penko
Chief of Police
City of Monterey



Date

City of Pacific Grove

Thomas Frutchey
City Manager
City of Pacific Grove

Date

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

Date

City of Salinas

Ray Corpuz
City Manager
City of Salinas

Date

Kelly McMillin
Police Chief
City of Salinas

Date

City of Sand City

Steve Matarazzo
City Administrator
City of Sand City

Date

Phil Penko
Chief of Police
City of Monterey

Date

City of Pacific Grove

Thomas Frutchey
Thomas Frutchey
City Manager
City of Pacific Grove

10-9-15
Date

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

Oct 8, 2015
Date

City of Salinas

Ray Corpuz
City Manager
City of Salinas

Date

Kelly McMillin
Police Chief
City of Salinas

Date

City of Sand City

Steve Matarazzo
City Administrator
City of Sand City

Date

Phil Penko
Chief of Police
City of Monterey

Date

City of Pacific Grove

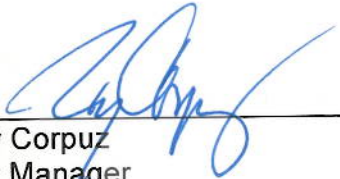
Thomas Frutchey
City Manager
City of Pacific Grove

Date

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

Date


City of Salinas



Ray Corpuz
City Manager
City of Salinas

4-17-14

Date



Kelly McMillin
Police Chief
City of Salinas

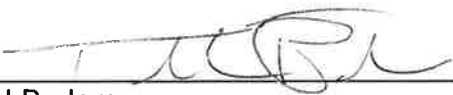
4/10/14

Date

City of Sand City

Steve Matarazzo
City Administrator
City of Sand City


Date



Todd Bodem
City Administrator
City of Sand City

3/21/16

Date



Brian Ferrante
Police Chief
City of Sand City

3-21-16

Date

City of Seaside

John Dunn
City Manager
City of Seaside

Date

Vicki L.H. Myers
Police Chief
City of Seaside

Date

County of Monterey

Lew C. Bauman
County Administrative Officer
County of Monterey

Date

Stephen T. Bernal
Sheriff
County of Monterey

Date

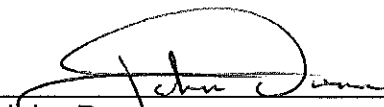
Manuel Real
Chief Probation Officer
County of Monterey

Date

Michael Klein
Police Chief
City of Sand City

Date

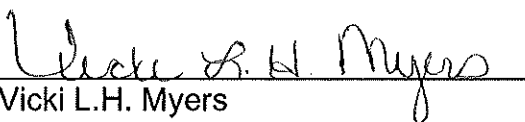
City of Seaside



John Dunn
City Manager
City of Seaside

Oct. 12, 2015

Date



Vicki L.H. Myers
Police Chief
City of Seaside

Oct 8, 2015

Date

County of Monterey

Lew C. Bauman
County Administrative Officer
County of Monterey

Date

Scott Miller
Sheriff
County of Monterey

Date

Manuel Real
Chief Probation Officer
County of Monterey

Date

Dean D. Flippo
District Attorney
County of Monterey

Date

Todd Bodem
City Administrator
City of Sand City

Date

Brian Ferrante
Police Chief
City of Sand City

Date

City of Seaside

John Dunn
City Manager
City of Seaside

Date

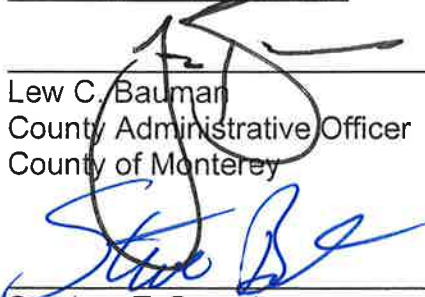
Vicki L.H. Myers
Police Chief
City of Seaside

Date

County of Monterey

Lew C. Bauman
County Administrative Officer
County of Monterey

Date


Stephen T. Bernal
Sheriff
County of Monterey

Date

Dean D. Flippo
District Attorney
County of Monterey

Date

City of Soledad

Adela P. Gonzalez
City Manager
City of Soledad



Eric Sills
Chief of Police
City of Soledad

Date

9/10/15

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

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


Arthur J. Evjen
Director
Business and Support Services



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

Date

1/22/15



Earl Lawson
Chief of Police
California State University, Monterey Bay

Date

1/22/15

San Benito County Agencies:

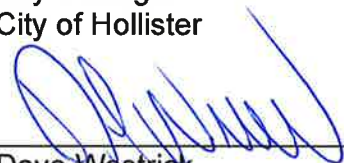
City of Hollister



~~XXXXXX~~ William B Avera
City Manager
City of Hollister

12-8-15

Date



Dave Westrick
Police Chief
City of Hollister

12/8/15

Date

County of San Benito

Ray Espinosa
County Administrative Officer
County of San Benito

Date

Darren Thompson
Sheriff-Coroner
County of San Benito

Date

Don H. Blevins (Interim)

Date

California State University, Monterey Bay

San Benito County Agencies:

City of Hollister

William Avera
Interim City Manager
City of Hollister

Date

Dave Westrick
Police Chief
City of Hollister

Date

County of San Benito

Ray Espinosa
County Administrative Officer
County of San Benito

Date

11/26/13

Darren Thompson
Sheriff-Coroner
County of San Benito

Date

Donald H. Blevins
Interim Chief Probation Officer
County of San Benito

Date

11/22/13

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Matthew Kravitz 11-22-2013

COUNTY COUNSEL DATE
SB155 South Bay Region Note MOU Agreement Updated: 11/21/2013

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

Purpose and Background

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

THEREFORE, the Member Agencies hereby agree to the following:

1 Definitions

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

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

2 Requirements for Participation

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

3 Financial Oversight and Management

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

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

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

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

3.6 Payment Schedule

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

Table 1

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

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

Table 1 Notes:

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

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

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

Table 2

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

Table 3

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

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

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

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

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

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

Table 4

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

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

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

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

Table 5

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

Total**3331**

POST Statistics Current Employed Full-Time Sworn:
http://www.post.ca.gov/Data/Sites/1/post_docs/hiring/le-employment-stats.pdf

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

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

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

EXHIBIT C

EMPLOYEE/VOLUNTEER STATEMENT FORM

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

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

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

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

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

Signature

Print Name

Date _____

Exhibit D

COPLINK

ANNUAL DATA AUDIT FOR DATA ACCURACY

[illegible]

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 Policy**

September 20, 2013

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.

Campbell PD	Signature _____ Date _____ Printed Name and Title _____
Gilroy PD	Signature <u>Denise Turner</u> 1/6/14 Date 1/6/14 Printed Name and Title <u>Denise Turner, Chief of Police</u>
Los Altos PD	Signature _____ Date _____ Printed Name and Title _____
Los Gatos-Monte Sereno PD	Signature _____ Date _____ Printed Name and Title _____
Milpitas PD	Signature _____ Date _____ Printed Name and Title _____
Morgan Hill PD	Signature _____ Date _____ Printed Name and Title _____
Mountain View PD	Signature _____ Date _____ Printed Name and Title _____
Palo Alto PD	Signature _____ Date _____ Printed Name and Title _____

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

September 20, 2013


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.

Campbell PD	Signature	Date
	Printed Name and Title	
Gilroy PD	Signature	Date
	Printed Name and Title	
Los Altos PD	Signature <i>C. Younis</i>	Date <i>1/3/14</i>
	Printed Name and Title <i>TUCK YOUNIS, CHIEF OF POLICE</i>	
Los Gatos-Monte Sereno PD	Signature	Date
	Printed Name and Title	
Milpitas PD	Signature	Date
	Printed Name and Title	
Morgan Hill PD	Signature	Date
	Printed Name and Title	
Mountain View PD	Signature	Date
	Printed Name and Title	
Palo Alto PD		

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

September 20, 2013

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.

Campbell PD		
	Signature	Date
	Printed Name and Title	
Gilroy PD		
	Signature	Date
	Printed Name and Title	
Los Altos PD		
	Signature	Date
	Printed Name and Title	
Los Gatos-Monte Sereno PD		
	Signature 	Date 4/1/14
	Printed Name and Title SCOTT R SEAMAN CHIEF	
Milpitas PD		
	Signature	Date
	Printed Name and Title	
Morgan Hill PD		
	Signature	Date
	Printed Name and Title	
Mountain View PD		
	Signature	Date
	Printed Name and Title	
Palo Alto PD		

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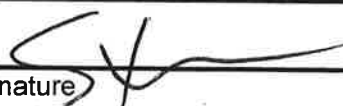

counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A complete original will be kept on file with the Santa Clara County Office of the Sheriff. For all other purposes, facsimile signatures are acceptable as originals.

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

**South Bay Information Sharing System
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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.

Campbell PD	Signature	Date
	Printed Name and Title	
Gilroy PD	Signature	Date
	Printed Name and Title	
Los Altos PD	Signature	Date
	Printed Name and Title	
Los Gatos-Monte Sereno PD	Signature	Date
	Printed Name and Title	
Milpitas PD	Signature	Date
	Printed Name and Title	
Morgan Hill PD	Signature 	Date 2/24/14
	Printed Name and Title Steve Rymer, City Manager	
	Approved as to form: 	
Mountain View PD	Signature	Date
	Printed Name and Title	
Palo Alto PD		

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September 20, 2013

	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
San Jose PD	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
San Jose State University Police Department	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
Santa Clara PD	<div>Signature </div> <div>Date _____</div> <div>Printed Name and Title MICHAEL J. SELLERS C.O.P. 1-22-14</div>
Santa Clara County District Attorney's Office	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
Santa Clara County Sheriff's Office	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
Santa Clara County Probation Department	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
Sunnyvale Department of Public Safety	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>

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September 20, 2013

	<hr/> Signature Date <hr/> Printed Name and Title
San Jose PD	<hr/> Signature Date <hr/> Printed Name and Title
San Jose State University Police Department	<hr/> Signature Date <hr/> Printed Name and Title
Santa Clara PD	<hr/> Signature Date <hr/> Printed Name and Title
Santa Clara County District Attorney's Office	<hr/> Signature Date <hr/> Printed Name and Title
Santa Clara County Sheriff's Office	<hr/> Signature Date <hr/> Printed Name and Title
Santa Clara County Probation Department	<hr/> Signature Date <hr/> Printed Name and Title
Sunnyvale Department of Public Safety	<hr/> Signature Date <hr/> Printed Name and Title


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Capitola PD	<p>Signature <u>Rudy Escalante</u> Date <u>10-1-13</u></p> <p>Printed Name and Title <u>RUDY ESCALANTE CHIEF OF POLICE</u></p>
Santa Cruz PD	<p>Signature _____ Date _____</p> <p>Printed Name and Title _____</p>
Santa Cruz County District Attorney's Office	<p>Signature _____ Date _____</p> <p>Printed Name and Title _____</p>
Santa Cruz County Sheriff's Office	<p>Signature _____ Date _____</p> <p>Printed Name and Title _____</p>
University of California, Santa Cruz Police Department	<p>Signature _____ Date _____</p> <p>Printed Name and Title _____</p>
Watsonville PD	<p>Signature _____ Date _____</p> <p>Printed Name and Title _____</p>

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	Signature	Date
	Printed Name and Title	
Capitola PD	Signature	Date
	Printed Name and Title	
Santa Cruz PD	Signature 	Date 1/25/16
	Printed Name and Title Kevin Vogel, Chief of Police	
Santa Cruz County District Attorney's Office	Signature	Date
	Printed Name and Title	
Santa Cruz County Sheriff's Office	Signature	Date
	Printed Name and Title	
University of California, Santa Cruz Police Department	Signature	Date
	Printed Name and Title	
Watsonville PD	Signature	Date
	Printed Name and Title	

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Capitola PD	Signature	Date
	Printed Name and Title	
Santa Cruz PD	Signature	Date
	Printed Name and Title	
Santa Cruz County District Attorney's Office	Signature	Date
	Printed Name and Title	
Santa Cruz County Sheriff's Office	Signature <i>Phil Wowak</i>	Date
	Printed Name and Title Phil Wowak - SHERIFF	1/7/14
University of California, Santa Cruz Police Department	Signature	Date
	Printed Name and Title	
Watsonville PD	Signature	Date
	Printed Name and Title	

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

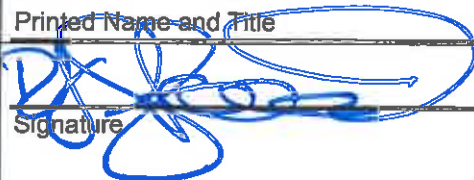
[Handwritten Signature] 11/4/15
MANUEL SOLANO
 POLICE CHIEF

**South Bay Information Sharing System
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September 20, 2013

Carmel PD	
	 3/1/2016
	Signature Date Printed Name and Title
Del Rey Oaks PD	
	Signature Date Printed Name and Title
Gonzales PD	
	Signature Date Printed Name and Title
Greenfield PD	
	Signature Date Printed Name and Title
King City PD	
	Signature Date Printed Name and Title
Marina PD	
	Signature Date Printed Name and Title
Monterey PD	
	Signature Date Printed Name and Title

South Bay Information Sharing System
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Carmel PD	Signature Date Printed Name and Title
Del Rey Oaks PD	Signature  Date 10/8/15 Printed Name and Title ROLLINGTON, CHIEF
Gonzales PD	Signature Date Printed Name and Title
Greenfield PD	Signature Date Printed Name and Title
King City PD	Signature Date Printed Name and Title
Marina PD	Signature Date Printed Name and Title
Monterey PD	Signature Date Printed Name and Title

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Carmel PD	Signature _____ Date _____ Printed Name and Title _____
Del Rey Oaks PD	Signature _____ Date _____ Printed Name and Title _____
Gonzales PD	Signature <u><i>Paul Miller</i></u> Date <u>09/10/15</u> Printed Name and Title <u>PAUL MILLER CHIEF</u>
Greenfield PD	Signature _____ Date _____ Printed Name and Title _____
King City PD	Signature _____ Date _____ Printed Name and Title _____
Marina PD	Signature _____ Date _____ Printed Name and Title _____
Monterey PD	Signature _____ Date _____ Printed Name and Title _____


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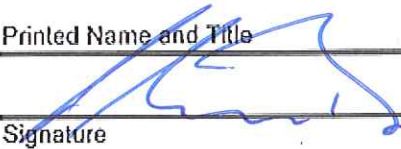
	_____ _____ _____
Carmel PD	Signature _____ Date _____ Printed Name and Title _____
Del Rey Oaks PD	Signature _____ Date _____ Printed Name and Title _____
Gonzales PD	Signature _____ Date _____ Printed Name and Title _____
Greenfield PD	Signature <u>Adele Freese</u> Date <u>1/20/15</u> Printed Name and Title <u>Adele Freese, Chief of Police</u>
King City PD	Signature _____ Date _____ Printed Name and Title _____
Marina PD	Signature _____ Date _____ Printed Name and Title _____
Monterey PD	Signature _____ Date _____ Printed Name and Title _____

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Carmel PD	<div>Signature</div> <div>Date</div> <div>Printed Name and Title</div>
Del Rey Oaks PD	<div>Signature</div> <div>Date</div> <div>Printed Name and Title</div>
Gonzales PD	<div>Signature</div> <div>Date</div> <div>Printed Name and Title</div>
Greenfield PD	<div>Signature</div> <div>Date</div> <div>Printed Name and Title</div>
King City PD	<div> Signature</div> <div>Date</div> <div>Printed Name and Title</div>
Marina PD	<div>Signature</div> <div>Date</div> <div>Printed Name and Title</div>
Monterey PD	<div>Signature</div> <div>Date</div> <div>Printed Name and Title</div>

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Carmel PD	Signature _____ Date _____	Printed Name and Title _____
Dell Rey Oaks PD	Signature _____ Date _____	Printed Name and Title _____
Conzales PD	Signature _____ Date _____	Printed Name and Title _____
Greenfield PD	Signature _____ Date _____	Printed Name and Title _____
King City PD	Signature _____ Date _____	Printed Name and Title _____
Marina PD	Signature  _____ Date <u>6/9/14</u>	Printed Name and Title Edmundo Rodriguez, Chief of Police
Monterey PD	Signature _____ Date _____	Printed Name and Title _____

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Carmel PD	Signature	Date
	Printed Name and Title	
Del Rey Oaks PD	Signature	Date
	Printed Name and Title	
Gonzales PD	Signature	Date
	Printed Name and Title	
Greenfield PD	Signature	Date
	Printed Name and Title	
King City PD	Signature	Date
	Printed Name and Title	
Marina PD	Signature	Date
	Printed Name and Title	
Monterey PD	Signature	Date
	 PHILIP J. PENKO CHIEF OF POLICE	
	Date 6/3/14	
	Printed Name and Title	


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Pacific Grove PD	<u>Wicki R. H. Myers</u> Signature Date <u>Oct 8, 2015</u> Printed Name and Title <u>Wicki Myers - Police Chief</u>
Salinas PD	 Signature Date Printed Name and Title
Sand City PD	 Signature Date Printed Name and Title
Seaside PD	<u>Wicki R. H. Myers</u> Signature Date <u>Oct 8, 2015</u> Printed Name and Title <u>Wicki Myers - Police Chief</u>
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

**South Bay Information Sharing System
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Pacific Grove PD	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
Salinas PD	<div>Signature  _____</div> <div>Date <u>4/10/14</u></div> <div>Printed Name and Title <u>KEVIN J. McMINN, CHIEF</u></div>
Sand City PD	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
Seaside PD	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
Monterey County District Attorney's Office	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
Monterey County Probation Department	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
Monterey County Sheriff's Office	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>
Soledad PD	<div>Signature _____</div> <div>Date _____</div> <div>Printed Name and Title _____</div>

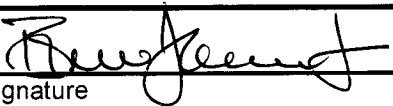
South Bay Information Sharing System System Use Policy

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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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Pacific Grove PD	Signature	Date
	Printed Name and Title	
Salinas PD	Signature	Date
	Printed Name and Title	
Sand City PD	Signature 	Date 3-21-16
	Printed Name and Title BRIAN FERRANTE, CHIEF	
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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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 9/10/15
	Printed Name and Title ERIC SILLS, CHIEF OF POLICE	

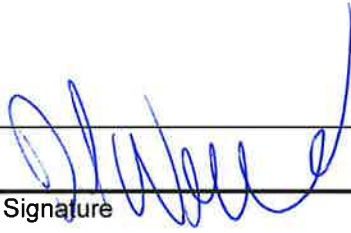
**South Bay Information Sharing System
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California State University Monterey Bay PD	<p><i>Arthur J. Evjen</i> 1/22/15</p> <p>Signature Arthur J. Evjen Date</p> <p>Printed Name and Title Director Business and Support Services</p>
Hollister PD	<p>Signature</p> <p>Date</p> <p>Printed Name and Title</p>
San Benito County Sheriff's Office	<p>Signature</p> <p>Date</p> <p>Printed Name and Title</p>
Santa Clara County District Attorney's Office	<p>Signature</p> <p>Date</p> <p>Printed Name and Title</p>
Santa Cruz County District Attorney's Office	<p>Signature</p> <p>Date</p> <p>Printed Name and Title</p>
Monterey County District Attorney's Office	<p>Signature</p> <p>Date</p> <p>Printed Name and Title</p>
San Benito County District Attorney's Office	<p>Signature</p> <p>Date</p> <p>Printed Name and Title</p>

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


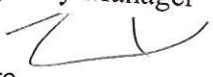
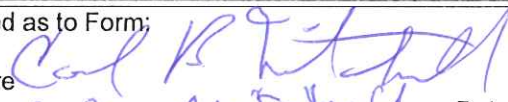
September 20, 2013

Hollister PD	 Signature	Date 12/9/10
	Printed Name and Title David Westrich, Chief of Police	
San Benito County Sheriff's Office	Signature	Date
	Printed Name and Title	
Santa Clara County District Attorney's Office	Signature	Date
	Printed Name and Title	
Santa Cruz County District Attorney's Office	Signature	Date
	Printed Name and Title	
Monterey County District Attorney's Office	Signature	Date
	Printed Name and Title	
San Benito County District Attorney's Office	Signature	Date
	Printed Name and Title	
University of California, Santa Cruz PD	Signature	Date
	Printed Name and Title	

South Bay Information Sharing System
System Use Policy
 September 20, 2013

Hollister PD	Signature _____	Date _____
	Printed Name and Title _____	
San Benito County Sheriff's Office	Signature _____	Date _____
	Printed Name and Title _____	
Santa Clara County District Attorney's Office	Signature <i>Jeffrey F. Rosen</i>	Date <i>11/13/14</i>
	Printed Name and Title <i>District Attorney Jeffrey F. Rosen</i>	
Santa Cruz County District Attorney's Office	Signature _____	Date _____
	Printed Name and Title _____	
Monterey County District Attorney's Office	Signature _____	Date _____
	Printed Name and Title _____	
San Benito County District Attorney's Office	Signature _____	Date _____
	Printed Name and Title _____	
University of California, Santa Cruz PD	Signature _____	Date _____
	Printed Name and Title _____	

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September 20, 2013

City of San Jose	Signature  Norberto Dueñas Deputy City Manager Date <u>6/10/14</u>
City of San Jose	Signature  Printed Name and Title <u>LARRY ESQUIVEL, POLICE CHIEF</u>
City of San Jose	Approved as to Form; Signature  Date <u>6/6/2014</u> Printed Name and Title <u>Senior Deputy City Attorney</u>

South Bay Information Sharing System ALPR Policies and Procedures

GOALS OF THE SOUTH BAY INFORMATION SHARING SYSTEM

The South Bay Information Sharing System (SBISS) was established to maximize the sharing of data and communication within the South Bay region while maintaining the confidentiality of privileged or otherwise protected information shared throughout the system. Currently, the Sheriff's Office is the collection point for data that is vital in the information sharing, analysis and dissemination of criminal threat information.

AUTOMATED LICENSE PLATE READER (ALPR) TECHNOLOGIES

To support authorized law enforcement and public safety purposes of local, state, and regional public safety agencies, the SBISS utilizes ALPR technology, and supporting software, to gather and analyze ALPR data to enable the rapid identification and location of vehicles of legitimate interest to law enforcement. ALPRs are attached to Law Enforcement vehicles or deployed at fixed locations, to collect license plate information from vehicles on public roadways or property. In one common use of ALPR technology, license plate encounters are compared against law enforcement "hotlists" – lists of vehicles associated with active investigations, for example, related to Amber Alerts or other missing children, stolen vehicles, or stolen license plates. The information is also retained for a fixed retention period, though it is only accessible by law enforcement given a legitimate law enforcement purpose as listed below.

Purpose

This document defines a minimum set of binding guidelines to govern the use of Automated License Plate Reader Data (ALPR Data), in order to enable the collection and use of such data in a manner consistent with respect for individuals' privacy and civil liberties.

ALPR AUTHORIZED USES

To support the mission of the South Bay Information Sharing System, sworn law enforcement, analysts, or support personnel will utilize ALPR technology to:

- Locate stolen, wanted, and subject-of-investigation vehicles;
- Locate and apprehend individuals subject to arrest warrants and otherwise lawfully sought by law enforcement;

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- Locate witnesses and victims of violent crime
- Locate missing children and elderly individuals, including responding to Amber and Silver Alerts;
- Support local, state, federal, and regional public safety departments in the identification of vehicles associated with targets of criminal investigations, including investigations of serial crimes;
- Protect participants at special events; and
- Protect critical infrastructure sites

RESTRICTIONS ON COLLECTION OF ALPR DATA AND USE OF ALPR SYSTEMS

SBISS ALPR units may be used to collect data that is within public view, but may not be used for the sole purpose of monitoring individual activities protected by the First Amendment to the United State Constitution.

ALPR operators may not contact occupants of stolen, wanted, or subject-of-investigation vehicles unless the ALPR operators are law enforcement officers. ALPR operators must rely on their parent agency rules and regulations regarding equipment, protection, self-identification, and use of force when stopping vehicles or making contact.

ALPR operators must recognize that the data collected from the ALPR device, and the content referenced hotlists, consists of data that may or may not be accurate, despite ongoing efforts to maximize the currency and accuracy of such data. To the greatest extent possible, vehicles and subject information will be verified from separate law enforcement information sources to confirm the vehicle or subject's identify and justification for contact. Users of ALPR Data must, to the fullest extent possible, visually confirm the plate characters generated by the ALPR readers correspond with the digital images of the license plate in question.

All users of ALPR equipment or accessing ALPR Data are required to acknowledge that they have read and understood agency policy prior to use of the ALPR system.

In no case shall the ALPR system be used for any purpose other than legitimate law enforcement or public safety purpose.

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TRAINING

Only persons trained in the use of the ALPR system, including its privacy and civil liberties protections, shall be allowed access to ALPR Data. Training shall consist of:

- Legal authorities, developments, and issues involving the use of ALPR Data and technology
- Current Agency Policy regarding appropriate use of ALPR systems;
- Evolution of ALPR and related technologies, including new capabilities and associated risks;
- Technical, physical, administrative, and procedural measures to protect the security of ALPR data against unauthorized access or use; and
- Practical exercises in the use of ALPR system

Training shall be updated as technological, legal, and other changes occur that affect the use of ALPR systems.

Audit

Access to, and use of, ALPR Data is logged for audit purposes. Audit reports will be structured in a format that is understandable and useful and will contain, at a minimum:

- The name of the law enforcement user;
- The name of the agency employing the user;
- The date and time of access;
- The activities executed, including any license plates searched for;
- The supplied authorized law enforcement or public safety justification for access; and
- A case number associated with the investigation effort generating the ALPR data query.

Audit reports will be provided periodically and on request to supervisory personnel at the SBISS host and partner agencies.

In addition, no less frequently than every 12 months, SBISS will audit a sampling of the ALPR system utilization from the prior 12 month period to verify proper use in accordance with the above authorized uses. Any discovered intentional misconduct will lead to further investigation, termination of system access, and notification of the user's parent agency for appropriate recourse. In addition, the auditing data will be used to identify systemic issues, inadvertent

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misuse, and requirements policy changes, training enhancements, or additional oversight mechanisms. The ALPR audits shall be conducted by the SBISS Project Manager other than the person assigned to manage the SBISS ALPR function. Audit results shall then be reported to the Director of Information Systems.

DATA QUALITY AND ACCURACY

The SBISS agencies will take reasonable measures to ensure the accuracy of ALPR Data collected by agency ALPR systems. Errors discovered in ALPR Data collected by agency ALPR units are to be marked, corrected, or deleted in accordance with the type and severity of the error in question. Errors discovered in ALPR Data collected from partner agencies' ALPR systems are communicated back to the controlling agency to be addressed as deemed appropriate by that agency or in accordance with the agency's own ALPR data policies. As the downstream custodian of "hotlists", the SBISS host will provide the most recent versions of these lists available and ensure the lists are refreshed from state or federal sources on a daily basis.

The SBISS agencies acknowledge that, in rare instances ALPR units may inadvertently capture information contrary to the collection guidelines set forth in this policy. Such records will be purged upon identification by agencies and or SBISS host. Any discovered notable increase in frequency of these incidents from specific ALPR units or agencies will be followed up with for equipment repairs, camera realignment, or personnel training as necessary.

PHYSICAL AND ELECTRONIC SECURITY OF ALPR DATA:

Data collected by ALPR systems is stored in a secured law enforcement facility with multiple layers of physical security and 24/7 security protections. Physical access is limited to law enforcement staff in good standing who have completed background investigations and possess an active law enforcement security clearance. SBISS will utilize strong multi-factor authentication, encrypted communications, firewalls, and other reasonable physical, technological, administrative, procedural, and personnel security measures to mitigate the risks of unauthorized access to the system.

RETENTION OF ALPR DATA:

ALPR Data collected by and shared from partner agencies' ALPR units shall not be retained longer than specified by the partner agency who is the custodian of the record. Once the retention period has expired, the record will be purged entirely from all active and backup systems unless a reasonable suspicion has been established that the vehicle identified by the ALPR is connected to criminal activities.

ALPR records matching an entry in a current law enforcement hotlist will trigger an immediate

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notification to the officer operating the ALPR unit, the custodial agency of the hotlist and any agency utilizing the dispatch feature of the application. Such notifications are also subject to a maximum retention of the custodial agency.

ALPR Data obtained with license plate information not appearing on hotlists, and with no immediate reasonable connection to criminal activity, will be retained in secure systems so as to only be made accessible to authorized personnel for a maximum period corresponding to the SBISS agency policy, then purged entirely from the ALPR system. If during the specified retention period there is information which supports a legitimate law enforcement purpose (see above section enumerating AUTHORIZED PURPOSES, COLLECTION, AND USE OF ALPR DATA) as to a license plate or partial license plate which was recorded and is retained in these systems, then limited access will be permitted for predicate-based querying for potential matches against the parameters specific to the legitimate law enforcement purpose. Such events shall be recorded in an access log showing date, time, name of person seeking access, agency of employment, reason for access, and tracking identifiers such as an agency case number.

CUSTODIAN OF RECORDS AND RECORDS REQUESTS

Each agency operating ALPR technology retains control and ownership as the official custodian of its records, and must independently verify all external information obtained via SBISS Information Systems. To the extent permitted by law, requests for information under the California Public Records Act or Freedom of Information Act or similar applicable laws will be directed back to the owner/custodian of the requested data.

SYSTEM MANAGEMENT AND ACCOUNTABILITY

ALPR Agencies within SBISS will assign Badge personnel who will have responsibility, and be accountable, for managing the ALPR Data collected and ensuring that the privacy and civil liberties protection and other provisions of this ALPR Policy are carried out. This individual shall also be responsible for managing a process for maintaining the most current and accurate hotlists available from their respective ALPR systems. This individual shall also have the responsibility for the security of the hotlist information and any ALPR Data which is maintained by the SBISS. It remains, however, the personal responsibility of all authorized personnel with access to ALPR Data to take reasonable measures to protect the privacy and civil liberties of individuals, as well as the security and confidentiality of ALPR Data.

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DISSEMINATION

Agencies may disseminate their own ALPR data to any governmental entity with an authorized law enforcement or public safety purpose for access to such data. The SBISS host assumes no responsibility or liability for the acts or omissions of other agencies in making use of the ALPR data properly disseminated. Though the agencies will make every reasonable effort to ensure the quality of shared ALPR Data and hotlists, SBISS agencies cannot make absolute guarantees of the accuracy of the information provided.

POLICY REVISIONS

SBISS ALPR Policies will be reviewed, and updated as necessary, no less frequently than every 12 months, or more frequently based on changes in data sources, technology, data use and/or sharing agreements, and other relevant considerations. The most current version of the ALPR Policy may be obtained from the Santa Clara County Sheriff's Office website at <http://www.sccsheriff.sccgov.org>