

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
SOUTH BAY INFORMATION SHARING SYSTEM (SBISS)
SOUTH BAY REGION NODE**

This First Amendment to the Memorandum of Understanding (MOU) regarding the operation of the regional law enforcement information sharing system known as the South Bay Information Sharing System (SBISS) South Bay Region Node is made and entered into this 14th day of November, 2018, by the South Bay Region Node Board of Directors ("Board").

RECITALS

WHEREAS, on the effective date that each Member Agency signed and extended to January 2020, certain Cities, Counties, and other Agencies within Santa Clara, Santa Cruz, Monterey, and San Benito Counties entered into an agreement to "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" and to create a regional law enforcement information-sharing system known as the SBISS South Bay Region Node; and

WHEREAS, on November 14, 2018, a majority of the Board voted to amend sections of the MOU to change International Business Machines (IBM) to Forensic Logic, LLC (FL) and add LEAP into the MOU as an additional data sharing system; and

WHEREAS, on November 14, 2018, a majority of the Board voted to amend the Cost Sharing Agreement in Section 4 of Exhibit A; and

WHEREAS, on November 14, 2018, a majority of the Board voted to add two new Member Agencies to SBISS contingent on each agency's willingness sign the MOU and System Use Policy.

NOW, THEREFORE, the Board agrees as follows:

The MOU shall be amended to add the "Foothill-De Anza Community College Police Department" and the "San Jose City College/Evergreen Community College Police Department" to the list of University Police Member Agencies.

1. Section 1 of the MOU shall be amended as follows:

- a. Replace Section 1.4 with “*COPLINK*: shall mean the information sharing and analysis software licensed to the Fiscal Agent on behalf of Member Agencies by Forensic Logic under the name COPLINK.”
 - b. Replace Section 1.11 with “*Forensic Logic, LLC*: “FL” shall mean a corporation with its principal place of business at 712 Bancroft Rd, #423, Walnut Creek, CA 94598, and the owner and developer of the software known as COPLINK and LEAP.”
 - c. Replace Section 1.10 with “*Host*: shall mean the County of Santa Clara’s Office of the Sheriff as the entity providing the facilities or selecting the cloud infrastructure used to host the Node as approved and directed by the Urban Areas Security Initiative (UASI).”
 - d. Add new Section 1.12: “*LEAP*: shall mean the information sharing and analysis software licensed to the Fiscal Agent on behalf of Member Agencies by FL under the name LEAP.”
2. Section 5 of the MOU shall be amended as follows:
- a. Add Section 5.6: “LEAP Data Sharing: Participating Agencies understand that their data in COPLINK will be shared in LEAP and be available to any and all Agencies that have access to LEAP within and outside of the South Bay Region Node. Data that is deemed sensitive or confidential by a Member Agency in COPLINK will be afforded the same restrictions in LEAP. Automated License Plate Recognition data will not be shared through LEAP with any agency outside the SBISS South Bay Region Node.”
3. Exhibit A of the MOU shall be amended as follows:
- a. Replace Section 1.9 with “Forensic Logic, LLC (FL) shall mean a corporation with its principal place of business at 712 Bancroft Rd, #423, Walnut Creek, CA 94598, and the owner and developer of the software known as COPLINK and LEAP.
 - b. Add new Section 1.12: “LEAP: shall mean the information sharing and analysis software licensed to the Fiscal Agent on behalf of Member Agencies by Forensic Logic under the name LEAP.”
 - c. Renumber Section 3.6 shall be renumbered to Section 4 and will be replaced with the attached Exhibit A.
4. All of the terms and conditions of the original MOU not modified by this First Amendment shall remain unchanged and in full force and effect, and shall continue to govern the conduct of the Parties.

EXECUTION OF AMENDMENT

By executing this amendment, the Chair of the Board acknowledges that the Board has received a copy of this amendment, and will comply with its terms and conditions. The Chair certifies

that a majority of the Board voted to approve this Amendment, as required by section 8.2 of the MOU, on November 14, 2018.

SOUTH BAY INFORMATION SHARING SYSTEM

 11-14-18

Chief Michael Sellers

Date

Chair, SBISS Board

Santa Clara Police Department

Exhibit A

4 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 current 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 for Fiscal Year 2017 in the amount of \$275,000 with reduced funding of 10% per year until the funds are exhausted. UASI grant funding will be applied to COPLINK and LEAP. COPLINK and LEAP are fully funded for all SBISS Member Agencies through May 31, 2020. Please refer to cost sharing allocation tables below. Table 1 is the current cost sharing model applicable to Agencies that consist of the SBISS Region based on the sworn count shown in Table 2 in Section 4.2.

Table 1

County	Agency Name	%	Sworn Officer Count	2018 Current	2019	2020	2021	2022
Santa Clara	Campbell	1.18%	44	\$1,198.61	\$ 1,198.61	\$ 3,868.73	\$ 5,588.26	\$ 6,213.13
	Foothill - De Anza CC PD	0.35%	13	\$ -	\$ 504.08	\$ 1,143.03	\$ 1,651.08	\$ 1,835.70
	Gilroy	1.64%	61	\$ 1,487.14	\$ 1,487.14	\$ 5,363.47	\$ 7,747.36	\$ 8,613.66
	Los Altos	0.81%	30	\$ 882.64	\$ 882.64	\$ 2,637.77	\$ 3,810.18	\$ 4,236.23
	Los Gatos	1.00%	37	\$ 997.72	\$ 997.72	\$ 3,253.25	\$ 4,699.22	\$ 5,224.68
	Milpitas	2.07%	77	\$ 2,034.50	\$ 2,034.50	\$ 6,770.28	\$ 9,779.46	\$ 10,872.98
	Morgan Hill	0.97%	36	\$ 1,153.93	\$ 1,153.93	\$ 3,165.33	\$ 4,572.21	\$ 5,083.47
	Mountain View	2.37%	88	\$ 2,256.13	\$ 2,256.13	\$ 7,737.46	\$ 11,176.52	\$ 12,426.27
	Palo Alto	2.10%	78	\$ 1,961.79	\$ 1,961.79	\$ 6,858.21	\$ 9,906.46	\$ 11,014.19
	San Jose	26.36%	979	\$29,211.17	\$29,211.17	\$86,079.28	\$124,338.80	\$138,242.23
	SJCC/ECC PD	0.19%	7	\$ -	\$ 271.43	\$ 615.48	\$ 889.04	\$ 988.45
	San Jose State University PD	0.81%	30	\$ 732.53	\$ 732.53	\$ 2,637.77	\$ 3,810.18	\$ 4,236.23
	Santa Clara PD	3.93%	146	\$ 3,547.74	\$ 3,547.74	\$12,837.16	\$ 18,542.86	\$ 20,616.31
	Santa Clara DA	2.26%	84	\$ 5,163.50	\$ 5,163.50	\$ 7,385.76	\$ 10,668.50	\$ 11,861.44
	Santa Clara Probation	5.39%	200	\$ -	\$7,755.10	\$17,585.14	\$ 25,401.18	\$ 28,241.52
Santa Cruz	Santa Clara SO	12.28%	456	\$ 5,718.98	\$ 5,718.98	\$40,094.13	\$ 57,914.70	\$ 64,390.66
	Sunnyvale	5.33%	198	\$ 4,267.02	\$ 4,267.02	\$17,409.29	\$ 25,147.17	\$ 27,959.10
	Capitola PD	0.54%	20	\$ 302.11	\$ 302.11	\$ 1,758.51	\$ 2,540.12	\$ 2,824.15
	Santa Cruz PD	2.23%	83	\$ 1,826.02	\$ 1,826.02	\$ 7,297.84	\$ 10,541.49	\$ 11,720.23
	Santa Cruz DA	0.00%	0	\$ -	\$ -	\$ -	\$ -	\$ -
	Santa Cruz Probation	1.32%	49	\$ -	\$1,900.00	\$ 4,308.36	\$ 6,223.29	\$ 6,919.17
	Santa Cruz SD	3.80%	141	\$ 3,832.95	\$ 3,832.95	\$12,397.53	\$ 17,907.84	\$ 19,910.27
Monterey	Scotts Valley PD	0.00%	0	\$ -	\$ -	\$ -	\$ -	\$ -
	Watsonville PD	1.80%	67	\$ 1,559.58	\$ 1,559.58	\$ 5,891.02	\$ 8,509.40	\$ 9,460.91
	Carmel PD	0.38%	14	\$ 113.38	\$ 113.38	\$ 1,230.96	\$ 1,778.08	\$ 1,976.91
	CSU Monterey Bay	0.35%	13	\$ 213.23	\$ 213.23	\$ 1,143.03	\$ 1,651.08	\$ 1,835.70
	Del Rey Oaks PD	0.13%	5	\$ -	\$ 193.88	\$ 439.63	\$ 635.03	\$ 706.04
	Gonzales PD	0.27%	10	\$ 249.39	\$ 249.39	\$ 879.26	\$ 1,270.06	\$ 1,412.08
	Greenfield PD	0.46%	17	\$ 497.43	\$ 497.43	\$ 1,494.74	\$ 2,159.10	\$ 2,400.53
	King City PD	0.43%	16	\$ 392.16	\$ 392.16	\$ 1,406.81	\$ 2,032.09	\$ 2,259.32
	Marina DPS	0.67%	25	\$ 600.63	\$ 600.63	\$ 2,198.14	\$ 3,175.15	\$ 3,530.19
	Monterey PD	1.29%	48	\$ 847.12	\$ 847.12	\$ 4,220.43	\$ 6,096.28	\$ 6,777.96
	Monterey DA	0.73%	27	\$ 2,065.40	\$ 2,065.40	\$ 2,373.99	\$ 3,429.16	\$ 3,812.61
	Monterey SD	8.10%	301	\$ 3,082.91	\$ 3,082.91	\$26,465.64	\$ 38,228.78	\$ 42,503.49
	Monterey Probation	0.00%	0	\$ -	\$ -	\$ -	\$ -	\$ -
	Pacific Grove PD	0.57%	21	\$ 458.17	\$ 458.17	\$ 1,846.44	\$ 2,667.12	\$ 2,965.36
	Salinas PD	3.98%	148	\$ 4,582.60	\$ 4,582.60	\$13,013.01	\$ 18,796.88	\$ 20,898.72
San Benito	Sand City PD	0.27%	10	\$ 10.17	\$ 10.17	\$ 879.26	\$ 1,270.06	\$ 1,412.08
	Seaside PD	0.97%	36	\$ 1,005.98	\$ 1,005.98	\$ 3,165.33	\$ 4,572.21	\$ 5,083.47
	Soledad PD	0.43%	16	\$ 784.01	\$ 784.01	\$ 1,406.81	\$ 2,032.09	\$ 2,259.32
	Hollister PD	0.83%	31	\$ 1,063.95	\$ 1,063.95	\$ 2,725.70	\$ 3,937.18	\$ 4,377.44
	San Benito DA	0.00%	0	\$ -	\$ -	\$ -	\$ -	\$ -
	San Benito Probation	0.40%	15	\$ -	\$ 581.63	\$ 1,318.89	\$ 1,905.09	\$ 2,118.11
	San Benito SD	1.00%	37	\$ 573.31	\$ 573.31	\$ 3,253.25	\$ 4,699.22	\$ 5,224.68
Totals:		100%	3714	\$ 84,673.90	\$ 95,880.02	\$ 326,556.14	\$ 471,700.00	\$ 524,445.00

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.

- 4.1 Each Member shall pay a share of the Annual Licensing and Maintenance Costs based on the principle that Members shall share the systems maintenance costs based on the system, sworn counts (Table 2), or other on-going cost computation as determined by the South Bay Region Node Board of Directors.

Table 2

County	Agency Name	Sworn
Santa Clara	Campbell	44
	Foothill - De Anza CC PD	13
	Gilroy	61
	Los Altos	30
	Los Gatos	37
	Milpitas	77
	Morgan Hill	36
	Mountain View	88
	Palo Alto	78
	San Jose	979
	SJCC/ECC PD	7
	San Jose Univ PD	30
	Santa Clara PD	146
	Santa Clara DA	84
	Santa Clara Probation	200
	Santa Clara SO	456
	Sunnyvale	198
Santa Cruz	Capitola PD	20
	Santa Cruz PD	83
	Santa Cruz DA	0
	Santa Cruz Probation	49
	Santa Cruz SD	141
	Watsonville PD	67
Monterey	Carmel PD	14
	CSU Monterey Bay	13
	Del Rey Oaks PD	5
	Gonzales PD	10
	Greenfield PD	17
	King City PD	16
	Marina DPS	25
	Monterey PD	48
	Monterey DA	27
	Monterey SD	301
	Pacific Grove PD	21
	Salinas PD	148
	Sand City PD	10
	Seaside PD	36
	Soledad PD	16
San Benito	Hollister PD	31
	San Benito Probation	15
	San Benito SD	37
Total		3714

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

- 4.2 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.