

**City of Piedmont
COUNCIL AGENDA REPORT**

DATE: May 21, 2007

FROM: Lisa Ravazza, Police Chief

SUBJECT: **Council Approval of Memorandum of Understanding
(CRIMS) Consolidated Records Information System**

RECOMMENDATION:

By motion, approve the no-cost agreement and authorize the Police Chief to execute the Memorandum of Understanding between The Alameda County Sheriff and Chiefs of Police for participation in the Consolidated Records Information Management System (CRIMS).

BACKGROUND:

CRIMS is a countywide *Intranet* browser based software application that serves as a criminal justice information portal, facilitating information sharing among all participating justice partners in Alameda County. The software has been designed using modern technologies and practices, promoting interoperability between a variety of criminal justice computer systems within and outside Alameda County. The system makes criminal justice information more readily available to the local justice partners, including the officer on the street.

The purpose of this Memorandum of Understanding is to develop clear guidelines for the sharing of information contained in each agency's Records Management System. Information made available by participating law enforcement agencies will be transmitted via the existing Law Enforcement Network, utilizing the Consolidated Records Information Management System (CRIMS) as the means through which the information is accessed.

Under a current contract, Alameda County already provides Piedmont Police Department access to the Criminal Oriented Records Production Unified System (CORPUS). There will be no additional cost for usage of the intended CRIMS system.

This contract has been reviewed and approved by the city attorney.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALAMEDA COUNTY SHERIFF AND CHIEFS OF POLICE
FOR
CONSOLIDATED RECORDS INFORMATION MANAGEMENT SYSTEM
(CRIMS)**

This Agreement is made and entered into by and among the below-referenced Sheriff, Police Chiefs and officers of Alameda County, collectively referred to as "Member Agencies." This Agreement is dated July 1, 2007 for reference purposes.

Member Agencies

Alameda County Sheriff's Office	Livermore Police Department
Alameda County District Attorney	Newark Police Department
Alameda County Probation Department	Oakland Police Department
Alameda Police Department	Piedmont Police Department
Albany Police Department	Pleasanton Police Department
Bay Area Rapid Transit Police Department	San Leandro Police Department
Berkeley Police Department	California State University East Bay Police Department
East Bay Regional Park District Police Department	University of California Berkeley Police Department
Emeryville Police Department	Union City Police Department
Fremont Police Department	
Hayward Police Department	

1. PURPOSE AND SCOPE

The listed Member Agencies hereby enter into a Memorandum of Understanding for the purpose of developing clear guidelines for the sharing of information contained in each agency's Records Management System. Information made available by participating law enforcement agencies will be transmitted through the existing Law Enforcement Network and will use the Consolidated Records Information Management System (CRIMS) as the portal through which the information is accessed.

2. DEFINITIONS

CRIMS - CRIMS is a countywide Intranet browser based software application that serves as a criminal justice information portal, facilitating information sharing among all participating justice partners in Alameda County. The software has been designed using modern technologies and practices, promoting interoperability between a variety of criminal justice computer systems within and outside Alameda County. These systems include but are not limited to Records Management System (RMS) information provided by participating law

enforcement agencies, Criminal Oriented Records Production Unified System (CORPUS), Automated Warrant System (AWS), Multi-Agency Unified Imaging System (MUGS), Enterprise Geographic Information System (EGIS), Alameda County Assessor's Office, Alameda County Public Works and the California Department of Justice (DOJ). The system makes criminal justice information more readily available to the local justice partners, including the officer on the street.

CJIMS – The Criminal Justice Information and Management Systems Committee is a committee appointed by the Alameda County Board of Supervisors with the authority to oversee the all criminal justice information management systems including, but not limited to, CORPUS, CRIMS, AWS, MUGS, and DOJ access. The CJIMS Committee is co-chaired by the Alameda County District Attorney and the Alameda County Sheriff.

3. TERM OF AGREEMENT

This Memorandum of Understanding shall commence on July 1, 2007, at 12:01 A.M. and shall continue until revoked.

This Memorandum of Understanding may be modified at any time. All modifications shall be in writing and signed by all participating Member Agencies.

Any Member Agency may withdraw from this Memorandum of Understanding upon 60 days written notice to all Member Agencies. RMS data provided by a Member Agency withdrawing from the Memorandum of Understanding will be removed from the CRIMS server upon specific request of the withdrawing agency. Information removed from CRIMS under these circumstances will no longer be shared with Member Agencies.

4. DESCRIPTION OF RESPONSIBILITIES

Each Agency agrees to the following:

- To ensure the usage of CRIMS by agency members is in accordance with all statutes, codes, individual agency rules or written directives and Department of Justice (DOJ) guidelines. Any misuse of the system will be reported immediately to the Sheriff of Alameda County and to the head of the responsible Agency.
- The Alameda County Information and Technology Department (ITD) will manage the internal data network required for this project. The Alameda County Information and Technology Department will, therefore, house the server in their facility and administer the day-to-day internal operations and maintenance of the network.

- Full or limited access to CRIMS information may be granted to other agencies. Requests for access will be reviewed by a CJIMS Committee to include the Alameda County Sheriff, the Alameda County District Attorney and the Alameda County Information Technology Department Manager. This group will determine what level of access, if any, is appropriate. Participating agencies shall not allow any other agency to gain access to this system except as permitted by the CJIMS Committee.
- To purchase the hardware and software required by their Agency to implement the information sharing solution.
- To share their Agency's eligible RMS data as deemed releasable by individual agency guidelines, which will be made accessible to all participating member agencies. Those agencies currently unable to share their RMS data due to technological limitations agree to share their data as soon as they are capable of doing so.
- System design recommendations as developed or modified by the Alameda County Information Technology Department (ITD).
- In consultation with participating agencies, to submit grant application(s) that includes appropriate consultant fees if allowed by the granting authority.
- At the request of any individual agency, participating in, preparing and submitting grant applications and subsequently implementing any funded project.

5. PAYMENT OF SERVICES

The cost for CRIMS usage is intended to be proportionate to the existing cost associated with the Criminal Oriented Records Unified System (CORPUS) usage. There is no intention to increase the cost for CRIMS above the existing cost of CORPUS. Each Member Agency will continue to pay a fee based on the Agency's individual usage of the system.

Expenses required for future development, updates or the implementation of new features to enhance CRIMS will be pre-approved by Member Agencies. Any such expenses will be billed equally to Member Agencies. Billings will include reasonable documentation explaining the expenses incurred. Payments shall be made to the billing agency or department within 30 (thirty) days of receipt of the demand.

6. HOLD HARMLESS/INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, each party to this Memorandum of Understanding shall hold harmless, defend and indemnify the other parties, from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of their respective Department or Agency) or damage of any property which arises out of or is in any way connected with any negligent act or omission or willful misconduct of that party relating to this Memorandum of Understanding.

7. AUTHORITY

By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she has the legal authority, or has received such authority from the entity, to bind the entity upon whose behalf he/she executed this Agreement.

We the undersigned hereby agree, on behalf of our respective offices, agencies, districts and departments, to this Memorandum of Understanding and certify that the agreement made herein will be honored.

This Memorandum of Understanding may be executed in counterparts.

Alameda County Sheriff’s Office

Gregory J. Ahern, Sheriff – Coroner
Alameda County Sheriff’s Office

Date

Alameda County District Attorney’s Office

Thomas J. Orloff, District Attorney
Alameda County District Attorney’s Office

Date

Alameda County Probation Department

Donald H. Blevins, Chief Probation Officer
Alameda County Probation Department

Date

City of Alameda

Walter Tibbet, Chief of Police
City of Alameda

Date

City Attorney
City of Alameda

Date

City of Albany

Michael McQuiston, Chief of Police
Albany Police Department

Date

City Attorney
City of Albany

Date

Bay Area Rapid Transit

Gary Gee, Chief of Police
Bay Area Rapid Transit Police Department

Date

Legal Counsel
Bay Area Rapid Transit

Date

City of Berkeley

Douglas N. Hambleton, Chief of Police
Berkeley Police Department

Date

City Attorney
City of Berkeley

Date

East Bay Regional Park District

Timothy Anderson, Chief of Police
East Bay Regional Park District Police Department

Date

Legal Counsel
East Bay Regional Park District

Date

City of Emeryville

Kenneth James, Chief of Police
Emeryville Police Department

Date

City of Emeryville
City Attorney

Date

City of Fremont

Craig Steckler, Chief of Police
Fremont Police Department

Date

City Attorney
City of Fremont

Date

City of Hayward

Lloyd Lowe, Chief of Police
Hayward Police Department

Date

City Attorney
City of Hayward

Date

City of Livermore

Steve Krull, Chief of Police
Livermore Police Department

Date

City Attorney
City of Livermore

Date

City of Newark

Ray Samuels, Chief of Police
Newark Police Department

Date

City Attorney
City of Newark

Date

City of Oakland

Wayne Tucker, Chief of Police
Oakland Police Department

Date

City Attorney
City of Oakland

Date

City of Piedmont

Lisa Ravazza, Chief of Police
Piedmont Police Department

Date

City Attorney
City of Piedmont

Date

City of Pleasanton

Michael Fraser, Chief of Police
Pleasanton Police Department

Date

City Attorney
City of Pleasanton

Date

City of San Leandro

Dale S. Attarian, Chief of Police
San Leandro Police Department

Date

City Attorney
City of San Leandro

Date

California State University East Bay

Janeith Glenn-Davis, Chief of Police
California State University East Bay Police Department

Date

Legal Counsel
California State University East Bay

Date

University of California Berkeley

Victoria L. Harrison, Chief of Police
University of California Berkeley

Date

Legal Counsel
University of California Berkeley

Date

City of Union City

Greg Stewart, Chief of Police
Union City Police Department

Date

City Attorney
City of Union City

Date

APPROVED AS TO FORM:

Nancy Fenton, Deputy County Counsel

Date