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DATE: February 14, 2007  
TO: Honorable Mayor and Councilmembers  
FROM: Police Department  
SUBJECT: **AGREEMENT FOR PARTICIPATION IN SAN DIEGO COUNTY'S CALIFORNIA IDENTIFICATION SYSTEM REMOTE ACCESS NETWORK**

**SYNOPSIS**

Staff recommends that the City Council approve a five year agreement with San Diego County in an estimated annual amount of \$44,000 (approximately \$220,000 for the five-year period) for participation in San Diego County's California Identification System Remote Access Network; and authorize the Mayor to execute the agreement.

**BACKGROUND**

The State of California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints, and photos. This system is known as the California Identification System and Cal-Photo. The California Penal Code provides for the establishment of a Remote Access Network (RAN) consisting of a statewide network of equipment and procedures allowing local law enforcement agencies direct access to the state system.

The San Diego County Sheriff's Department (SDSD) is the County's proprietary agency for Identification System/Remote Access Network (CAL-ID/RAN), which provides tenprint identification, latent identification, and photo identification through the use of Local Input Terminals. The SDSD shall provide the CAL-ID/RAN services for the City, including all tenprint and latent inquiries and photo inquiries.

**ANALYSIS**

The County of San Diego has continued to provide CAL I.D./RAN services pending authorization of this renewal agreement. This agreement covers participation in CAL-ID/RAN from July 1, 2005 through June 30, 2010.

The agreement includes elements benefiting the City and Police Department i.e. that the responsibility for the resolution of disputes rests in the RAN Board, and that it is the County's responsibility to ensure the proper and effective operation and maintenance of the equipment used to participate in CAL-ID/RAN.

**FISCAL IMPACT**

The annual CAL-ID/RAN User Fee Allocation for FY05-06 was \$43,918. As this is an ongoing expenditure an estimated funding amount of \$43,918 has been allocated in the Police Department's 2006-2008 Budget. Staff will budget for this program in FY08-10 through the term of the agreement. The Agreement includes a provision that the Sheriff of the County of San Diego may, on behalf of the County, annually revise the City's estimated CAL-ID costs. The rate is based upon the most recent SANDAG population and FBI Crime Statistics. The agreement also includes a provision that actual ongoing costs will be calculated at the end of each fiscal year. Any shortages or overages based on actual costs will be transferred to or from the Sheriff's "Fingerprint Trust Fund."

**COMMISSION OR COMMITTEE REPORT**

Not applicable as this is a renewal agreement to participate in the countywide program.

**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff is requesting that the City Council approve an agreement with San Diego County in an estimated annual amount of \$44,000 (approximately \$220,000 for the five-year period) for participation in San Diego County's California Identification System Remote Access Network; and authorize the Mayor to execute the agreement.

PREPARED BY:

  
\_\_\_\_\_  
Michael J. Koziel  
Senior Management Analyst

SUBMITTED BY:

  
\_\_\_\_\_  
Peter A. Weiss  
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
Frank McCoy, Chief of Police  
Nita McKay, Chief Financial Officer



Attachment 1 – Agreement for Participation in San Diego County's California Identification System Remote Access Network

**AGREEMENT FOR PARTICIPATION IN SAN DIEGO COUNTY'S  
CALIFORNIA IDENTIFICATION SYSTEM REMOTE ACCESS NETWORK**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, is by and between the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of Oceanside a municipal corporation, hereinafter referred to as "CITY".

**RECITALS**

A. The state of California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints, and photos, said system being known as the California Identification System and Cal-Photo, and hereinafter referred to as "Cal-ID".

B. The California Penal Code, Section 11112.1 et seq. provides for the establishment of a Remote Access Network ("RAN"), consisting of a statewide network of equipment and procedures allowing local law enforcement agencies direct access to Cal-ID.

C. The San Diego County Sheriff's Department, hereinafter referred to as "SDSD", is the COUNTY'S proprietary agency for San Diego County's California Identification System/Remote Access Network, hereinafter referred to as "Cal-ID/RAN".

D. San Diego County's Cal-ID/RAN is governed by San Diego County Local Cal-ID/RAN Board, established pursuant to Section 11112.4 of the California Penal Code, and hereinafter referred to as "RAN BOARD".

E. Cal-ID/RAN provides tenprint identification, latent identification, and photo identification through the use of Local Input Terminals, hereinafter referred to as "LIT"s.

F. The previous agreement for these services between the CITY and COUNTY expired on June 30, 2005. It is the intent of the CITY and COUNTY to continue this agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree that COUNTY shall provide Cal-ID/RAN services for CITY through the SDSD's LIT site subject to the following terms and conditions.

**1. SCOPE OF SERVICE**

SDSD shall provide Cal-ID/RAN services for CITY, including all tenprint and latent inquiries and photo inquiries.

## **2. CALCULATION AND PAYMENT OF CAL-ID OPERATIONAL COSTS**

2.1. Ongoing Cal-ID operational costs shall include those costs needed to maintain the Cal-ID Program. This includes but is not limited to:

- 2.1.1. Support personnel costs
- 2.1.2. Equipment costs
- 2.1.3. Equipment maintenance
- 2.1.4. Vehicle costs
- 2.1.5. Information technology telecommunication maintenance
- 2.1.6. Services and supplies
- 2.1.7. Overhead
- 2.1.8. The cost for replacing the equipment amortized over ten years
- 2.1.9. Funding for system enhancements authorized by the RAN Board
- 2.1.10. Other costs necessary for the operation for Cal-ID as authorized by the RAN Board.

2.2. The COUNTY will adjust the Cal-ID operations cost annually and advise the CITY of the amount by March 31 of each year.

2.3. The COUNTY may make a General Fund Contribution to offset Cal-ID Operational Costs. The CITY will be advised of this contribution by March 31 of each year.

2.4. The RAN Board may authorize the transfer of funds from the Cal-ID Trust Fund to offset Cal-ID Operational Costs. The RAN Board will advise the CITY of this contribution by March 31 of each year.

2.5. Cal-ID's annual operations costs minus any Cal ID Trust Fund and County General Fund contributions equals the annual Cal-ID Net Operational Costs.

## **3. CITY COST**

CITY shall reimburse COUNTY for its proportional share of the annual net operational costs associated with Cal-ID/RAN, based upon the following formula:

3.1. The CITY'S percentage of total county population plus the CITY'S percentage of Number of FBI Crimes divided by 2 equals the CITY'S Cal-ID Cost Allocation Percentage.

3.1.1. CITY'S percentage of total County population shall be based on the San Diego Association of Governments (SANDAG) most recent "Population and Housing Estimates," which are revised annually.

3.1.2. CITY'S percentage of Number of FBI Crimes shall be based on SANDAG'S most recent issue of "Crime in San Diego Region," which is published annually

- 3.2. This percentage shall be adjusted annually using the previous year's SANDAG data. The data for the first year of this Agreement has been set forth as Attachment A hereto.
- 3.3. The annual Cal-ID Net Operational Costs times the CITY'S Cal-ID Cost Allocation Percentage equals the CITY'S Annual Cal-ID costs.
- 3.4. CITY'S estimated Cal-ID costs for the first year of this Agreement are calculated on Attachment B, which is hereby made a part of this Agreement.
- 3.5. The Sheriff of the County of San Diego may, on behalf of COUNTY, annually revise CITY'S estimated Cal-ID costs (Attachment B), based upon the most recent SANDAG population and FBI Crime Statistics in accordance with Section 3.1 and current operational costs specified in 2.1 above. Such estimate, when approved by CITY and the Sheriff, acting on behalf of the COUNTY, shall be made a part of this Agreement as Attachment B.
- 3.6. CITY shall be billed semi-annually based on its proportional share of the estimated ongoing net operational costs and shall pay COUNTY for the aforementioned costs within thirty days from the date of the invoice for such costs.
- 3.7. Actual ongoing costs will be calculated at the end of each fiscal year. Any shortages or overages based on actual costs will be transferred to or from the Sheriff's "Fingerprint Trust Fund."
- 3.8. COUNTY shall maintain a separate accountability for purposes of funding Cal-ID/RAN and shall provide a financial report at the end of each fiscal year.

#### **4. SYSTEM OPERATING POLICIES AND PROCEDURES**

- 4.1. The primary purpose of Cal-ID/RAN shall be to serve all law enforcement agencies in the COUNTY.
- 4.2. From time-to-time, the RAN Board may add and remove law enforcement agencies from Cal-ID.
- 4.3. Participating CITIES and COUNTY shall abide by all State and Federal statutes, as well as all policies adopted by COUNTY and State or Local RAN BOARD concerning the security, privacy and dissemination of any and all fingerprint and photo identification data contained in Cal-ID/RAN.
- 4.4. The COUNTY, in its discretion, may enter into one or more agreements ("Vendor Contracts") with third-party providers of hardware and software to obtain CAL-ID services for the COUNTY, and to provide such services to CITY

pursuant to this Agreement. COUNTY shall provide to CITY, and CITY hereby acknowledges receipt of, any such Vendor Contracts pertaining to the services COUNTY provides to CITY under this Agreement. CITY shall observe and abide by all of the contractual duties of COUNTY under any such relevant Vendor Contract. Notwithstanding such undertaking, however, CITY shall have no rights to enforce such a Vendor Contract against the County or any third-party provider, nor may CITY seek damages against any such third-party provider under any theory of contract, including, without limitation, third-party beneficiary principles.

- 4.5. Operational policy shall be established and modified as deemed appropriate by the RAN BOARD. This policy shall ensure that each user is treated equitably, with primary consideration based on each user agency's service population and crime rate.
- 4.6. The RAN Board shall resolve any dispute between users over operational policies established by the RAN BOARD.
- 4.7. COUNTY shall ensure the proper and effective operation and maintenance of equipment used to participate in Cal-ID/RAN.
- 4.8. COUNTY shall continue forwarding electronic prints submitted via livescans for arrests to the Department of Justice as required by law.
- 4.9. This Agreement incorporates by reference: California Penal Code Section 11112.1 et seq. and any related legislation enacted thereto; State Department of Justice Cal-ID/RAN Master Plan and any changes thereto; State Department of Justice Cal-ID/RAN Policy Manual and any changes thereto; and the San Diego County Local RAN Board Operating Policies.

## **5. AMENDMENTS OR MODIFICATIONS**

This Agreement may only be modified, amended, or otherwise changed by an amendment in writing executed by the CITY and COUNTY.

## **6. TERMINATION**

Notwithstanding any other section or provision of this Agreement, either party hereto may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

## **7. TERM OF AGREEMENT**

This Agreement shall take effect July 1, 2005 and unless sooner terminated as provided for herein, shall terminate on June 30, 2010.

## **8. INDEMNIFICATION**

### **8.1. Claims Arising From Sole Acts or Omissions of County**

The County of San Diego (County) hereby agrees to defend and indemnify the City of Oceanside, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'City'), from any claim, action or proceeding against City, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

### **8.2. Claims Arising From Sole Acts or Omissions of City**

The City hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Agreement. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

### **8.3. Claims Arising From Concurrent Acts or Omissions**

County hereby agrees to defend itself, and City hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and City. In such cases, County and City agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 8.5 below.

### **8.4. Joint Defense**

Notwithstanding paragraph 8.3 above, in cases where County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of City and County. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and City further agree that neither party may bind the

other to a settlement agreement without the written consent of both County and City.

8.5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

IN WITNESS WHEREOF, the COUNTY OF SAN DIEGO executes this AGREEMENT pursuant to action taken by its Board of Supervisors, and the City of Oceanside executes this AGREEMENT, pursuant to action taken by the City Council.

COUNTY OF SAN DIEGO

CITY OF OCEANSIDE

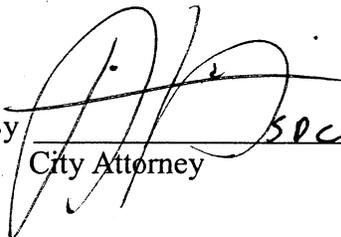
By \_\_\_\_\_  
Clerk, Board of Supervisors

By \_\_\_\_\_  
Mayor, City of Oceanside

APPROVED AS TO FORM AND  
LEGALITY

APPROVED AS TO FORM AND  
LEGALITY

By \_\_\_\_\_  
Deputy County Counsel

By  \_\_\_\_\_  
City Attorney *SDCA*