



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. ___1.1___

Meeting Date: August 6, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: **City Manager's** Office

Staff Contact: Lydia Romero, City Manager

Item Title: Authorize Execution of Agreement for Participation in the
**San Diego County's California Identification System (CAL-
ID) Remote Access Network**

Recommended Action: Authorize the City Manager to execute the five (5) year CAL-ID Agreement with the County of San Diego.

Summary: The California Department of Justice maintains an automated system for retaining and identifying fingerprints, palm prints and photos. This system known as the California Identification System (CAL-ID) allows for remote access to local law enforcement agencies. **The San Diego County Sheriff's Department is the City's proprietary agency for accessing and utilizing this system.**

The City of Lemon Grove participates in the CAL-ID program through a user agreement with **Sheriff's department. It is an integral part of the overall law enforcement efforts of the City.** The Annual operating costs for the program is shared by all 18 cities and the County of San Diego. The agreed upon formula is 50% based on population and 50% based on the number of FBI crimes. CAL-ID services and costs are not included as part **of the City's general law enforcement contract with the Sheriff's Department; this cost is budgeted separately with the public safety public of the General Fund.**

The term of the agreement is five (5) years, effective July 1, 2019 to June 30, 2024.

Environmental Review:

Not subject to review

Negative Declaration

Categorical Exemption, Section |

Mitigated Negative Declaration

Fiscal Impact: The City of Lemon Grove's fair share is \$6288, this amount is already included in the public safety budget of the General Fund.

Public Notification: None

Staff Recommendation: Adopt Resolution authorizing the City Manager to execute the five (5) year CAL-ID Agreement with the County of San Diego.

Attachment:

Attachment A – Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE , CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE (5) YEAR AGREEMENT TO PARTICIPATE IN THE CALIFORNIA IDENTIFICATION SYSTEM REMOTE ACCESS NETWORK WITH THE **SAN DIEGO COUNTY SHERIFF'S DEPARTMENT** THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2024

WHEREAS, the San Diego **County Sheriff's Department** is the proprietary agency for the California Identification System Remote Access Network, CAL-ID; and

WHEREAS, the City of Lemon Grove participates in the CAL_ID program **through a user agreement with the San Diego County Sheriff's Department**; and

WHEREAS, the previous user agreement expired June 30, 2019; and

WHEREAS, the City desires to enter into an agreement for another five (5) year agreement for CAL-ID services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby authorizes the City Manager to execute a five (5) year agreement with the **San Diego County Sheriff's Department and** City of Lemon Grove (Exhibit 1).

PASSED AND ADOPTED on _____, 2019, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Racquel Vasquez, Mayor

Attest: Shelley Chapel, MMC, City Clerk

Approved as to Form: Kristen Steinke, City Attorney

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

THIS AGREEMENT ("Agreement") is made and entered into this first day of July, 2019, by and between the County of San Diego, a political subdivision of the State of California, hereinafter referred to as the "COUNTY," and the City of Lemon Grove, a municipal corporation, hereinafter referred to as the "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 "SHERIFF," 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. The COUNTY's CAL-ID/RAN is governed by the COUNTY's Local CAL-ID/RAN BOARD, established pursuant to Section 11112.4 of the California Penal Code, and hereinafter referred to as the "RAN BOARD."
- E. CAL-ID/RAN provides tenprint, latent fingerprint, latent palm print, and photo identifications through the use of Local Input Terminals, hereinafter referred to as "LIT's."
- F. The CITY desires to participate in CAL-ID/RAN.

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

1. SCOPE OF SERVICE

SHERIFF shall provide CAL-ID/RAN services for the CITY, including all tenprint, fingerprint, palm print, 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 Operational Costs annually.
- 2.3. The COUNTY may make a General Fund Contribution to offset CAL-ID Operational Costs.
- 2.4. The RAN BOARD may authorize the transfer of funds from the Sheriff's Fingerprint ID Trust Fund to offset Trust Fund-qualified CAL-ID Operational Costs.
- 2.5. Annual CAL-ID Operational Cost minus any Sheriff's Fingerprint ID Trust Fund contributions and any COUNTY General Fund contributions equals the annual net CAL-ID Operational Costs.

3. CITY COST

The CITY shall reimburse the COUNTY for its proportional share of the annual net CAL-ID Operational Costs associated with CAL-ID/RAN, based upon the following formula:

- 3.1. The CITY'S CAL-ID Cost Allocation Percentage is the mean of the CITY'S percentage of total county population and the CITY'S percentage of Number of FBI Crimes.
 - 3.1.1. The CITY'S percentage of total County population shall be based on the San Diego Association of Governments (SANDAG) most recent issue of "Population by Jurisdiction," contained in SANDAG "Thirty Years of Crime in the San Diego Region" report, which is published annually.
 - 3.1.2. The CITY'S percentage of Number of FBI Crimes shall be based on SANDAG's most recent issue of "Number of FBI Index Crimes by Jurisdiction," contained in "Thirty Years of Crime in the San Diego Region" report, which is published annually.

- 3.2. This percentage shall be adjusted annually using the most recent SANDAG data. The data for the first year of this Agreement has been set forth as Attachment A hereto.
- 3.3. The CITY agrees to the use of SANDAG "Thirty Years of Crime in the San Diego Region" report's "Population by Jurisdiction" and "Number of FBI Index Crimes by Jurisdiction" numbers as mentioned above in sections 3.1.1 and 3.1.2.
- 3.4. The CITY'S annual CAL-ID costs equals the annual net CAL-ID Operational Costs times the CITY'S CAL-ID Cost Allocation Percentage.
- 3.5. The 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.
- 3.6. The Sheriff of the County of San Diego may, on behalf of the COUNTY, annually revise the CITY'S estimated CAL-ID costs (Attachment B), based on the most recent SANDAG population and FBI Crime Statistics in accordance with Section 3.1 and current CAL-ID Operational Costs specified in 2.1 above. Such estimate, when approved by the CITY and the Sheriff, acting on behalf of the COUNTY, shall be made a part of this Agreement as Attachment B.
- 3.7. The CITY shall be billed semi-annually based on its proportional share of the estimated ongoing net CAL-ID Operational Costs and shall pay the COUNTY for the aforementioned costs within thirty days from the date of the invoice for such costs.
- 3.8. Actual ongoing costs shall be calculated at the end of each fiscal year. Any overages or shortages based on actual costs will be transferred to or from the Sheriff's Fingerprint ID Trust Fund.
- 3.9. The COUNTY shall maintain a separate accountability for purposes of the Sheriff's Fingerprint ID Trust Fund and shall provide a financial report at the end of each fiscal year to the State of California.

4. SYSTEM OPERATING POLICIES AND PROCEDURES

- 4.1. The primary purpose of CAL-ID/RAN shall be to serve all law enforcement agencies in San Diego County.
- 4.2. The RAN BOARD may add or remove law enforcement agencies from CAL-ID/RAN.
- 4.3. Participating CITIES, and the COUNTY, shall abide by all State and Federal statutes, as well as all policies adopted by the COUNTY, the State of California, or the Local RAN Board concerning the security, privacy, and dissemination of

any and all tenprint, fingerprint, palm print, 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 the CITY pursuant to this Agreement. The COUNTY shall provide to the CITY, and the CITY hereby acknowledges receipt of, any such Vendor Contracts pertaining to the services that the COUNTY provides to the CITY under this Agreement. The CITY shall observe and abide by all of the contractual duties of the COUNTY under any such relevant Vendor Contract. However, notwithstanding such undertaking, the CITY shall have no rights to enforce such a Vendor Contract against the COUNTY or any third-party provider, nor may the 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 Local 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. The COUNTY shall ensure the proper and effective operation and maintenance of equipment used to participate in CAL-ID/RAN.
- 4.8. The COUNTY shall continue forwarding electronic prints submitted via live scans 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 the 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, 2019 and unless terminated sooner as provided for herein, shall terminate on June 30, 2024.

8. INDEMNIFICATION

The COUNTY shall not be liable for, and the CITY shall defend, indemnify and hold the COUNTY, its officers, agents and employees, harmless from any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the performance of this Agreement, arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of the County, its officers, agents, employees and contractors.

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

COUNTY OF SAN DIEGO

By _____
Clerk, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY

By _____
Deputy County Counsel

By _____
City Manager

APPROVED AS TO FORM AND LEGALITY

By _____
City Attorney

Attachment A
Cal-ID Cost Allocation
Based on Population and Crime
Fiscal Year 2019-2020

City	Population	% of County Population	FBI Number of Crimes	% Of County Crime	Mean of %'s
Carlsbad	114,622	3.48%	2,346	3.55%	3.51%
Chula Vista	267,503	8.12%	4,446	6.72%	7.42%
Coronado	21,683	0.66%	332	0.50%	0.58%
Del Mar	4,322	0.13%	132	0.20%	0.17%
El Cajon	105,557	3.21%	2,784	4.21%	3.71%
Encinitas	63,158	1.92%	908	1.37%	1.65%
Escondido	151,478	4.60%	3,271	4.94%	4.77%
Imperial Beach	28,163	0.86%	431	0.65%	0.75%
La Mesa	61,261	1.86%	1,209	1.83%	1.84%
Lemon Grove	26,834	0.81%	623	0.94%	0.88%
National City	62,257	1.89%	1,472	2.22%	2.06%
Oceanside	177,362	5.39%	4,505	6.81%	6.10%
Poway	50,207	1.52%	573	0.87%	1.20%
San Diego	1,419,845	43.12%	32,776	49.53%	46.33%
San Marcos	95,768	2.91%	1,254	1.90%	2.40%
Santee	56,994	1.73%	996	1.51%	1.62%
Solana Beach	13,938	0.42%	229	0.35%	0.38%
Vista	103,381	3.14%	1,827	2.76%	2.95%
Unincorporated	468,620	14.23%	6,056	9.15%	11.69%
	3,292,953	100.00%	66,170	100.00%	100.00%

**Attachment B
Cal-ID Contract Projections by Agency - FY 2019-2020**

Revenue

County General Gurd Contribution		\$716,000
Transfer from Trust Fund		\$5,200,659
User Fees		\$716,000
Total Funding		\$6,632,659

Overhead

Allocated Overhead On County Salaries and Benefits		\$353,099
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Expenses

County Salaries and Benefits		\$2,156,237
Services and Supplies		\$4,018,723
Fixed Assets Expense		\$430,000
Total Expenses		\$6,604,960

User Fee Allocation

City/Jurisdiction	Allocation Percentage	Estimated FY 2019/20 Cost
Carlsbad	3.51%	\$25,154
Chula Vista	7.42%	\$53,136
Coronado	0.58%	\$4,154
Del Mar	0.17%	\$1,184
El Cajon	3.71%	\$26,538
Encinitas	1.65%	\$11,779
Escondido	4.77%	\$34,165
Imperial Beach	0.75%	\$5,394
La Mesa	1.84%	\$13,201
Lemon Grove	0.88%	\$6,288
National City	2.06%	\$14,732
Oceanside	6.10%	\$43,656
Poway	1.20%	\$8,558
San Diego	46.33%	\$331,690
San Marcos	2.40%	\$17,196
Santee	1.62%	\$11,585
Solana Beach	0.38%	\$2,754
Vista	2.95%	\$21,124
Unincorporated	11.69%	\$83,712
Total User Fees	100.00%	\$716,000.00