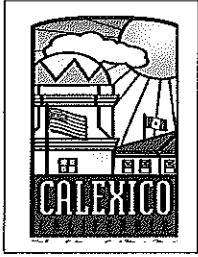


AGENDA

ITEM

21



CITY COUNCIL AGENDA STAFF REPORT

DATE: June 23, 2021

TO: Mayor and City Council

APPROVED BY: Miguel Figueroa, City Manager *MF*

PREPARED BY: Gonzalo C Gerardo, Police Chief

SUBJECT: Authorize the City Manager or His Designee to Sign a Memorandum of Understanding (MOU) and Contract with Imperial County Sheriff's Office (ICSO) for a Regional Record Management System and Computer Automated Dispatch

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Recommendation:

It is recommended that the City Council of the City of Calexico approve the following:

1. Authorize City Manager or His Designee to sign MOU and Contract with the Imperial County Sheriff's Office for the new regional Record Management System (RMS) and Computerized Automated Dispatch at a cost of \$29,000.00 annually.

Background:

The Calexico Police Department and all the other Law Enforcement Agencies in Imperial County currently use Spillman Technologies as their RMS and CAD software. The current system is a regional system that worked well for us in the past. The new system by Pro Phoenix will do more and cost less.

Discussion and Analysis:

The Calexico Police and the Imperial County Law Enforcement Agencies (ICLEA), is not a JPA and every agency is responsible for their own monitoring of users for this new RMS and CAD System Software. The Imperial County Sheriff's Office (ICSO) is taking the lead as the agency who will have the initial contract with Pro Phoenix and will host the servers. All technical support and training will be hosted by ICSO. This new system will make it easier to track our calls and put all of us in compliance with the new The Regulation of Investigatory Powers Act 2000 (RIPA).

AGENDA ITEM 21

Fiscal Impact:

Current Annual Spillman Fee	\$36,000.00
New Annual Pro Phoenix Fee	\$29,000.00
Annual Savings	\$ 7,000.00

Funding:

Calexico Police Department.

Coordinated With:

City Manager's Office.
Finance Department.

Attachment(s):

1. Final Draft MOU/Contract.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
IMPERIAL COUNTY SHERIFF'S OFFICE
AND
IMPERIAL COUNTY LAW ENFORCEMENT AGENCIES

This Intergovernmental Agreement (Agreement) is made and entered into this _____ day of _____, 2021, by and between Imperial County Sheriff's Office ("ICSO") and El Centro Police Department, Calexico Police Department, Brawley Police Department, Imperial Police Department, Calipatria Police Department, and Westmorland Police Department, hereinafter referred to only for reference as Imperial County Law Enforcement Agencies ("ICLEA"), also individually referred to as "party" and collectively referred to as "parties."

RECITALS

WHEREAS, the parties provide Public Safety services within their jurisdictions; and

WHEREAS, the parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their jurisdictions; and

WHEREAS, ICSO and ICLEA desire to enter into this Agreement on behalf of their various law enforcement agencies with respect to both the costs and use of law enforcement information utilizing the ProPhoenix System; and

WHEREAS, the implementation of this Agreement will substantially further the parties' objective to ensure public safety, health and welfare; and

WHEREAS, it is not the intent of this Agreement to form a joint powers entity and this is simply an intergovernmental agreement.

NOW, WHEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. OVERVIEW OF AGREEMENT

1.1 Background

ICSO and the ICLEA have agreed on the implementation of the ProPhoenix System, a method of sharing law and justice information that permits the electronic access to information maintained by authorized agencies. The implementation of the ProPhoenix System serves as a solution to the problem of inaccessible or irretrievable information as a result of disparate information systems that lack a common platform and the difficulty in sharing data across jurisdictional boundaries.

1.2 Intended Benefits

- Brawley Police Department \$ 21,000.00/annually
- Imperial Police Department \$ 16,500.00/annually
- Calipatria Police Department \$ 7,500.00/annually
- Westmorland Police Department \$ 7,500.00/annually

2. AUTHORIZED RELEASE OF INFORMATION

2.1 Sharing of Information

ICLEA authorizes the release of information residing in its members' records management systems to all authorized users of the ProPhoenix System as permitted by law. Authorized users are those who have been given a user name and password. It is the responsibility of each agency to specify which data points to share and any other special requirements. ICLEA will participate in several testing sessions where they will validate and ensure that their information is accurately reflected.

A. California law prohibits the release of victims' information in specific sex-related crimes to unauthorized users.

2.2 Limitation on Information Sharing

Information contributed by ICLEA authorized agencies shall only be shared with or released to authorized agencies. Only authorized agency employees that have an approved login and password will be allowed to access or use information in the ProPhoenix System. All queries must be made by such users.

2.3 Liability

Each authorized agency of ICLEA is solely responsible and liable for any damages, losses, claims, judgments, and expenses resulting from injury to any person or damage to any properties, which arise out of its own employee's performance and use of the ProPhoenix System and does not create joint and several liability of any kind.

2.4 Indemnification

Each authorized agency of ICLEA that accesses information through the ProPhoenix System shall indemnify, defend, and hold harmless the other authorized agencies of ICLEA their County or Cities, City Councils, Board of Supervisors and other elected officials, board and commissions, officers, agents, and employees (collectively, the Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death, or damage to property), demands, obligations damages, actions, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including without limitation, attorney's fees, disbursements, and court costs) of every kind and nature whatsoever (individually a "Claim;" collectively, Claims"), which may arise from the improper use or release of information obtained through the ProPhoenix System by the accessing ICLEA authorized agency, including as a result of the negligent and/or willful acts, errors, and/or omissions of the accessing authorized agency, its principals, officers, agents, employees, elected officials, and anyone employed directly or indirectly by them or for whose acts they may be liable.

Notwithstanding the foregoing, nothing herein shall be construed to require an authorized agency of ICLEA to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of any of the Indemnified Parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the accessing agency.

Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement.

2.5 Internal Audit

Each authorized agency of ICLEA shall have its System Administrator conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purpose.

3. INFORMATION OWNERSHIP

3.1 Ownership

Individual authorized agencies of ICLEA retain control of all information they provide through the ProPhoenix System at all times. Each individual authorized agency is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. The originating agency is solely responsible for the completeness and accuracy of its source data.

3.2 Unauthorized Requests

Any request for access to information hosted in the ProPhoenix System that is not authorized for viewing will be referred to the agency that owns the information being requested. Except as required by law, information shall not be released or made available to any unauthorized requestor without the approval of the agency having ownership of the original source data.

4. UNDERSTANDING ON ACCURACY OF INFORMATION

4.1 Accuracy of Information

ICLEA agrees that the data maintained in the ProPhoenix System consists of information assumed to be accurate; however, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretations, outdated data). It is the responsibility of the individual authorized agency requesting or using the data to confirm the accuracy of the information with the owning agency before taking any enforcement-related action.

4.2 Timeliness of Information

Each authorized agency of ICLEA determines the frequency with which its data will be refreshed in ProPhoenix System. In addition, each individual authorized agency has its own policies and speed at which incidents are recorded in its records management systems. Since changes or

additions to data do not get updated in ProPhoenix System on a real-time basis, agencies recognize that the information may not always be timely and relevant. It is the responsibilities of the agency requesting the data to confirm the timeliness and relevance of the information with the owning agency.

4.3 Hold Harmless

To the extent permitted by law, individual authorized agencies of ICLEA agree to hold information owners harmless for any information which is in the ProPhoenix System repository, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed.

5. USER ACCESS

5.1 Login Application Process

Each authorized agency of ICLEA shall appoint its own agency specific System Administrator who is responsible for management of user accounts at that agency. That agency's user may submit a request for a login and password to its Agency System Administrator. Each individual authorized agency agrees that all users shall be current employees and shall be authorized to review criminal history data for legitimate purposes. The Agency System Administrator may deny or revoke individual access in their sole discretion.

5.2 Login Assignment

Each authorized user of an ICLEA authorized agency will be issued a user login and a default password by its Agency System Administrator. Upon logging into the ProPhoenix System for the first time, each user will change the default password to another password. User may also be assigned to groups that have different access rights to the information in the system based on the level of restriction of the information.

5.3 Provision of Policy

The Agency System Administrator must provide a copy of the terms and conditions of the System Policy to all users when they are issued a login ID for the system.

5.4 Limitation on Use of Logins

An authorized user may not access the ProPhoenix System by using a name or password that was assigned to another user. A user cannot give their password to another person, including another user, to access the system.

5.5 Transaction Logs and Audit Trail

Each transaction on the ProPhoenix System has been logged and an audit trail created which remains on the system for a minimum of three (3) years. Requests for transaction logs shall be in writing through the requestor's chain of command to their Agency System Administrator.

5.6 Termination of Logins

Each ICLEA authorized agency will be responsible (through their Agency System Administrator) for timely removal of any login accounts as users leave the agency or as they fail to meet the requirements for access to the System.

6. INTENDED USE OF THE SYSTEM

6.1 Intended Use

Each ICLEA authorized agency user agrees that the use of the ProPhoenix System, the information contained in it, and the networking resources provided are for reasons related to the mission of the ICLEA authorized agencies. Users acknowledge that the information hosted in the ProPhoenix System will be shared and used for authorized purpose only permitted by law. No user can use or share the information for any unethical, illegal, or criminal purpose.

7. UNDERSTANDING ON CONFIDENTIALITY OF INFORMATION

7.1 Information Confidentiality

Each authorized user agrees that information in the ProPhoenix System is confidential and not subject to the public disclosure, except as required by law. Only agency employees that have an authenticated login and password are allowed to view and use the information. The information will otherwise be kept confidential.

7.2 Internal Request for Information

An authorized user who receives a request from a non-authorized requestor for information on the ProPhoenix System (of which they are not the originating source) shall not release that information, but may refer the requestor to the agency that is the source. An authorized user who receives a court order to release information in the ProPhoenix System will immediately provide a copy of the court order to the owner/source agency that originally provided the information and to their own Agency System Administrator. The owner/source agency is responsible for preparing a timely response to the court order or, in the event of a failure to respond, allows the agency to respond as necessary to comply with the order. Any challenge or objection to the order is the responsibility of the owner/source agency.

7.3 Confidential Records

An agency that only wants data from its records management system to be made available to a select group of the authorized user is responsible for placing the appropriate restriction indicator on the underlying data in the agency's internal records management system or database.

8. SYSTEM ACCESS

8.1 Network Access

Access to ICLEA authorized agencies' information will provide utilizing network configuration that is mutually acceptable to ICLEA.

8.2 System Availability

The information residing in the ProPhoenix System shall be available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary System maintenance activities. ICLEA authorized agencies agree to inform each other in advance, whenever possible, of scheduled system downtimes.

9. AGREEMENT TERMS

9.1 Term

The term of this Agreement will commence on the date that is adopted by ICLEA.

9.2 Changes to Agreement

Based on ongoing monitoring of the ProPhoenix System, ICLEA may propose other changes to this Agreement. It may be modified or amended only by written document executed by ICLEA.

9.3 Supplemental Policies

All participating authorized agencies of ICLEA shall agree to abide by the following terms written in the Imperial County Law Enforcement Shared Data System Policies as agreed upon by those authorized agencies.

All ICLEA authorized agencies that operate their own computers or networks may add individual guidelines which supplement, but do not relax, this Agreement.

9.4 Sanctions for Non-Compliance

If any authorized agency of ICLEA, violates the guidelines of this Agreement with regard to accessing, sharing, or using information, that agency may be disconnected from the ProPhoenix System. The offending agency will be provided with a ninety (90) calendar day prior written notice of the opportunity to correct the violation. Continued failure to correct the violation or otherwise meet the terms of this Agreement will result in the termination

of system access for the offending agency. All disputes concerning system access shall be determined by mutual agreement of the authorized agencies and the Imperial County Sheriff's Office.

9.5 Costs

Each party shall be responsible for its own costs associated with establishing, maintaining, or terminating this data sharing connection as indicated in paragraph 1.6. Nothing in this Agreement shall be construed to mean Parties incur new costs.

10. Sign-off On Execution of Policy

By signing this Agreement, ICLEA including its participation authorized agencies and all representatives contributing or using information from the ProPhoenix System, agree to implement and adhere to the provisions as outlined.

11. Party Participation

Each party shall designate in writing an authorized representative to participate in quarterly meetings. Each party shall use their best efforts to attend scheduled meetings.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

IMPERIAL COUNTY

**IMPERIAL COUNTY SHERIFF
OFFICE**

Michael W. Kelly, Chairman
Board of Supervisors

Raymond Loera,
Imperial County Sheriff

ATTEST

Blanca Acosta, Clerk of the Board,
County of Imperial, State of California

**IMPERIAL COUNTY LAW
ENFORCEMENT AGENCIES**

Brawley Police Department

El Centro Police Department

Brawley Police Chief

El Centro Police Chief

Calexico Police Department

Imperial Police Department

Calexico Police Chief

Imperial Police Chief

[Signatures continued on the Following Page]

Holtville Police Department

Calipatria Police Department

Holtville Police Chief

Calipatria Police Chief

Westmorland Police Department

APPROVED AS TO FORM
Adam G. Crook, County Counsel

Westmorland Police Chief

Layla Sarwari, Deputy County Counsel