



**CITY OF ELK GROVE
CITY COUNCIL STAFF REPORT**

AGENDA TITLE: Adopt resolution authorizing the City Manager to execute a cost sharing agreement with the Sacramento County Sheriff’s Office and Memorandum of Understanding with Member Agencies of the Central Valley Information Sharing System Consortium for participation in an information sharing system

MEETING DATE: July 24, 2024

PREPARED BY: Tamara Lopez, Sr. Management Analyst

DEPARTMENT HEAD: Robert Davis, Chief of Police

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a cost-sharing agreement with the Sacramento County Sheriff’s Office (County) and Memorandum of Understanding (MOU) with Member Agencies of the Central Valley Information Sharing System (CVISS) Consortium for participation in an information sharing system.

BACKGROUND INFORMATION:

The Elk Grove Police Department (EGPD) participates in the CVISS Consortium (Consortium), which provides access to the information-sharing system known as Accurint Virtual Crime Center. Agencies participating in the Consortium contribute data from their Records Management System as defined by the Consortium. There are currently 23 surrounding agencies participating in the Consortium, which provides the ability to sharedata and communication amongst the agencies while maintaining the confidentiality of privileged or otherwise protected information shared through the system.

DISCUSSION/ANALYSIS:

To participate in the Consortium, agencies agree to share costs based on their number of authorized sworn staff. Each year an annual budget is prepared for approval by the CVISS Consortium Board and agencies are notified of their costs. The aggregate total of the recurring costs falls under the authority of the City Council. Staff is seeking the Council's authorization to enter into the new agreements beginning July 1, 2024, and to provide the City Manager with the authority to execute all future agreements related to participation in the CVISS Consortium.

ALTERNATIVE ACTIONS:

An alternative to participating in the CVISS Consortium is to no longer participate in the confidential information-sharing with the participating agencies. Staff does not recommend this option since it would lose the ability to access valuable information used for law enforcement purposes.

FISCAL IMPACT:

The City's participation in the CVISS Consortium is budgeted each year during the citywide budget approval process. FY 2024-25 costs are estimated at approximately \$15,281, and there is sufficient funding in the Department's budget for this expense. Costs for future years will be included in the annual budget, subject to City Council approval.

ATTACHMENTS:

1. Resolution
2. Cost Sharing Agreement
3. MOU

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A COST SHARING
AGREEMENT WITH THE SACRAMENTO COUNTY SHERIFF'S OFFICE AND A
MEMORANDUM OF UNDERSTANDING WITH MEMBER AGENCIES OF THE
CENTRAL VALLEY INFORMATION SHARING SYSTEM CONSORTIUM FOR
PARTICIPATION IN AN INFORMATION SHARING SYSTEM**

WHEREAS, the Elk Grove Police Department (EGPD) participates in the Central Valley Information Sharing System (CVISS) Consortium; and

WHEREAS, the CVISS Consortium provides the ability to share information amongst member agencies while maintaining the confidentiality of privileged or protected information shared; and

WHEREAS, to participate in the CVISS Consortium, agencies must share costs based on their number of authorized sworn staff; and

WHEREAS, the aggregate total for recurring annual costs for participation in the CVISS Consortium falls under the authority of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to:

- 1) Execute a cost sharing agreement with the Sacramento County Sheriff's Office, in substantially the form presented, for participation in the Central Valley Information Sharing System Consortium; and
- 2) Execute a Memorandum of Understanding with the Central Valley Information Sharing System Member Agencies; and
- 3) Execute all future agreements and documents related to participation in the Central Valley Information Sharing System Consortium, subject to approval as to form by the City Attorney, and provided that expenditures under such agreements do not exceed budgeted amounts.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 24th day of July 2024

BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

COST SHARE AGREEMENT WITH THE SACRAMENTO COUNTY SHERIFF'S OFFICE FOR CENTRAL VALLEY INFORMATION SHARING SYSTEM (CVISS)

This AGREEMENT is made and entered on this first day of July 2024 by the Sacramento County Sheriff's Office (Fiscal Agent) and the City of Elk Grove Police Department (Member Agency).

Purpose and Background

The Fiscal Agent and Member Agency agree to the terms and conditions set forth in the Central Valley Information Sharing System (CVISS) AGREEMENT. This consortium is overseen by the CVISS Board. Agencies enter into this cost sharing agreement to participate in the information-sharing system known as Accurint Virtual Crime Center (AVCC) via the CVISS Consortium. This agreement outlines the financial working relationship and cost-sharing contract for the CVISS Consortium member agencies.

THEREFORE, the Member Agencies hereby agree to the following:

1 Definitions

- 1.1 **Central Valley Information Sharing System (CVISS)** is the name of the CVISS Consortium information sharing system.
- 1.2 **Central Valley Information Sharing System (CVISS) Board** is the governing body for all information sharing initiatives for the member agencies in and around the Sacramento Valley region.
- 1.3 **Data** means electronic facts, detailed information, or other material provided by a Member Agency.
- 1.4 **Data Repository** means the computer equipment used to store, connect and disseminate AVCC information to Member Agencies.
- 1.5 **Fiscal Agent** Sacramento County Sheriff's Office (SSO) is the fiscal agent for the CVISS Consortium and will handle and account for funds collected by CVISS for the benefit of all Member Agencies.
- 1.6 **CVISS Consortium** is the collective group of agencies that have entered into an AGREEMENT to participate in CVISS for law enforcement information-sharing.
- 1.7 **Member Agency** means law enforcement agencies contributing data to CVISS are allowed access to data of other member agencies and other law enforcement agencies.

1.8 **Lexis Nexis Risk Solutions** means a corporation with its principal place of business at 1000 Alderman Drive, Alpharetta, GA 30005, and the owner and developer of AVCC.

1.9 **AVCC** means the information sharing and analysis software licensed to the member agencies by LexisNexis Risk Solutions under the name AVCC.

2 **Effective Date and Term of AGREEMENT**

2.1 **Effective Date** the effective date of this AGREEMENT is the date noted above.

2.2 **Term** this AGREEMENT shall remain in effect until terminated as provided herein.

3 **Requirements for Participation**

3.1 To participate in CVISS, agencies agree to share cost based on their number of authorized sworn staff, excluding courts and corrections.

3.2 To participate in CVISS, agencies agree to contribute data from their Records Management System (RMS) as defined by the CVISS Consortium.

3.3 To participate in CVISS, agencies overseeing jails agree to contribute data from their Jail Management System (JMS) as defined by the CVISS Consortium.

4 **Financial Oversight and Management**

4.1 **CVISS Costs** Member Agencies shall pay a proportional share of software purchases, software maintenance, implementation, network, hardware, and operational costs, as approved by the CVISS Board. The operating costs of CVISS shall be shared between the member agencies based on the number of authorized sworn officers (FTE), per Member Agency as the numerator and the aggregate number of authorized sworn officers (FTE) of all Member Agencies as the denominator, excluding courts and corrections.

4.2 **Annual Budget** Each year SSO shall prepare an annual budget for approval by the CVISS Board that includes the share of cost for each Member Agency.

4.3 **Annual Report** At least once per year SSO shall report to the CVISS Board on all funds collected and expended by the CVISS Consortium in support of the AVCC project.

4.4 **Payment Administration** SSO shall administer payments to all vendors and invoice Member Agencies for their share of cost.

4.5 **Financial Responsibility** Each Member Agency is responsible for any costs to connect to the AVCC data repository, which may include acquiring hardware, software, data communication equipment and/or services. Nothing included in

this AGREEMENT requires any agency to fund the activities of any other Member agency.

5 Payment Schedule

- 5.1 Agency cost is due within 30 days of receipt of invoice from the Fiscal Agent. Data integration effort will not begin without receipt of payment.

- 5.2 Agency annual maintenance will be invoiced by the Fiscal Agent. The annual payment is due within 30 days of receipt of invoice by member agencies. If payment or payment arrangements have not been agreed to, services will be terminated.

The connection cost for Agency is **\$0**.

The following estimated maintenance fees includes the software maintenance fees from LexisNexis Risk Solutions and a contingency fund. These ongoing sustainment costs will be due annually, 30 days after receipt of invoice from the Fiscal Agent. Annual Maintenance for CVISS sustainment will begin **July 2024**.

The annual maintenance is estimated to be approximately **\$15,281**.

An update to this agreement will be submitted for CVISS Board approval at that time which will include actual costs.

The parties hereto execute this AGREEMENT as of the Effective Date.

AGREED to this ____ day of _____, 2024

Sacramento County Sheriff's Office

By: JIM COOPER, Sheriff

Elk Grove Police Department/
City of Elk Grove

By: BOBBY DAVIS, Chief of Police

By: JASON BEHRMANN, City Manager

Approved as to Form:

JONATHAN P. HOBBS, City Attorney

Attest:

JASON LINDGREN, City Clerk

Memorandum of Understanding Central Valley Information Sharing System (CVISS)

This Memorandum of Understanding ("MOU") is made and entered into on this first day of July 2024 by and between the parties below and all future signers of this agreement, known collectively as "Member Agencies" or individually as a "Member Agency."

The following Member Agencies hereby create the Central Valley Information Sharing System (CVISS): The following agencies are collectively known as the "Original Member Agencies."

- Auburn Police Department
- Citrus Heights Police Department
- Davis Police Department
- El Dorado Probation Department
- El Dorado Sheriff's Department
- Elk Grove Police Department
- Folsom Police Department
- Galt Police Department
- Lincoln Police Department
- Placer Sheriff's Office
- Placerville Police Department
- Rocklin Police Department
- Roseville Police Department
- Sacramento Police Department
- Sacramento District Attorney's Office
- Sacramento Probation Department
- Sacramento Sheriff's Office
- Twin Rivers USD Police Department
- Vacaville Police Department
- West Sacramento Police Department
- Winters Police Department
- Woodland Police Department
- Yolo Sheriff's Office

Purpose

Member Agencies shall 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. This regional law enforcement information-sharing system shall be known as the CVISS. The Member Agencies shall work in a variety of ways to facilitate sharing data in an effort to improve the information-sharing efforts of their respective agencies and CVISS. The purpose of this agreement is to define the working relationships, and lines of authority for Member Agencies in CVISS. This document outlines the duties and responsibilities of each Member Agency and provides for the addition of other eligible entities in the data-sharing program created by

this MOU.

THEREFORE, the Member Agencies hereby agree to the following:

1. Definitions:

- 1.1. *Central Valley Information Sharing System*: "CVISS" means the collective group of law and justice agencies, who are signatories on regional law enforcement information-sharing agreements.
- 1.2. *Board of Directors*: "Board" means the Chief Executive Officer of each Member Agency, or their designee, each of whom shall have equal voting rights in the decisions of CVISS.
- 1.3. *Consortium*: "Consortium" is the collective group of agencies that have entered into a MOU agreement to participate in the CVISS Node for law enforcement information sharing.
- 1.4. *System(s)*: means the information sharing and analysis software/service licensed to the Fiscal Agent on behalf of Member Agencies.
- 1.5. *Criminal Justice Practitioners*: those personnel from the Member Agencies that have the appropriate clearance and authority to utilize the Data as a function of their employment.
- 1.6. *Data*: means facts, detailed information, or other material provided by a Member Agency regardless of format.
- 1.7. *Data Records* refers to a unique record associated with an incident or person. For example, this refers to a single report that includes a variety of data.
- 1.8. A *Data Set* is a specific grouping of data included in systems like records management or jail management systems. For example, typical data sets within a records management system include, but are not limited to, Crime Reports, Field Investigations, Citations, Mug shots, and Arrest Reports.
- 1.9. *Fiscal Agent*: means the agency, entity, or person approved and directed by the Board to handle and account for funds collected by the Consortium for the benefit of all Member Agencies.

2. Effective Date and Term of MOU

- 2.1. Effective Date: The effective date of this MOU is the date noted above and/or the date each subsequent agency executes this Agreement.
- 2.2. Term: This MOU shall remain in effect until terminated as provided herein.

3. Committee and Working Groups

- 3.1. The Board of Directors: shall be comprised of Agency Heads for each Member Agency, or their designee, with each having an equal voice or vote on the direction, decision, and future planning of CVISS. The Board shall meet regularly, not less than annually.
 - 3.1.1. The Board Chair shall be elected from among the Board members for a term of no more than two years. The Chair may select a designee to serve on his/her behalf.
 - 3.1.2. The Board shall establish and adopt bylaws and a governance process.
- 3.2. CVISS Technology Committee: The Agency Heads of the Member Agencies shall appoint a representative to serve on the Technology Committee. This committee will meet at least once per year to address system operations, upgrades, enhancements, and any other matters of concern to Member Agencies.
- 3.3. CVISS Working Groups: The Board is empowered to create, dissolve, or reconstitute working groups, appoint representatives, and perform other actions deemed necessary to fulfill the purposes stated herein, including the creation of implementation or sustainment group efforts.

4. Data Access and Security Requirements

- 4.1. Data Access: Member Agencies' Data access shall be compliant with CJIS security policies. Query capabilities shall be provided to Member Agencies and Authorized Users through their agency's internet service. The information residing in the Data Repositories shall generally be available. Member Agencies agree to inform the Consortium in advance, whenever possible, of scheduled downtimes of specific data feeds.
- 4.2. Data Sharing: All Member Agencies agree to share data with other Member Agencies who have a need to know and a right to know, with comprehensive, timely, accurate information about a suspect or offender to include, but not limited to, identity, prior agency contacts, citations, arrests, investigations, criminal history, and current justice status.

The Board will set the criteria for the minimum number of data sets (i.e. Crime Reports, Citations, Field Investigations, Mugs, Arrests Reports, etc.) that Member Agencies must provide to be a Member Agency. In addition, the Board will adopt guidelines for agencies to withhold or suppress certain documents based on specific criteria. Based on these guidelines, each Member Agency shall determine, in the exercise of its sole discretion, which data records are shared within the system and shall maintain the databases to share the information that has been agreed upon in advance. Each Agency shall strive to identify and achieve common interests to enhance public safety and due process while maintaining individual privacy rights.

- 4.3. Security Requirements: Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for the internal agency security of its records and any technical support necessary to ensure proper security.
- 4.1.1. Liability and Indemnification: Each Member Agency takes legal and financial responsibility for the actions of their employees, officers, agents, representatives, and volunteers. Member Agencies agree to indemnify, defend, and hold harmless other Member Agencies to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees arising out of or resulting from this MOU, and that each agency shall bear the proportionate cost of any damage attributable to the fault of that Agency, its governing body, officers, agents, employees, and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been contributory, principles of comparative fault will be followed.
- 4.1.2. Insurance: Each Member Agency, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this MOU, and obtain, keep in force, and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

5. Information Ownership, Release and Accuracy

- 5.1. Ownership and Release Constraints: Member Agencies shall retain control of and remain the official custodian of all information contributed to CVISS.
- 5.2. Information Utilization: Any Data present in the system is the proprietary information of the Member Agency contributing to that Data. Each Member Agency has an affirmative obligation to ensure that all Data complies with 28 CFR Part 23. Other Member Agencies or Authorized Users wishing to utilize the Data must contact the Member Agency responsible for contributing that proprietary information. The Member Agency responsible for contributing the Data shall have sole discretion regarding the release of that information.
- 5.3. Information Accuracy: Member Agencies and Authorized Users acknowledge that Data maintained in the data repository consists of information that is entered with the best effort to be accurate.
- 5.4. Data Errors: It will be the responsibility of Member Agencies to correct data errors that have been identified at that Member's sole cost within a reasonable time, but no later than ninety days (90) from the date of notification.

6. Funding, Costs, Personnel, and Financial Considerations

- 6.1. CVISS Costs: Costs for the creation, maintenance, and expansion shall be paid as set forth in the CVISS Share of Cost Agreement dated _____ 20__, and may be amended from time to time. The Board must approve any adjustments to the Share of Cost Agreement.
- 6.2. Payment Administration: The Fiscal Agent shall administer payments to vendors and invoice Member Agencies for their share of the cost. For more details, see section 4.4 of the CVISS Share of Cost Agreement.
- 6.3. Financial Responsibility: Each Member Agency is responsible for the cost of acquiring and maintaining the hardware, software, and data communication equipment and services needed by their Agency to connect to CVISS. Nothing included in this MOU requires any Agency to fund the activities of any other Member Agency.
- 6.4. Member Agency Employees: Employees of a Member Agency working for the benefit of CVISS remain the employees of that Member Agency.

7. Amendments

- 7.1. This MOU may be modified by presentation of the proposed changes and an affirmative majority vote of the Board.

8. Termination

- 8.1. MOU Termination: This MOU may be terminated by mutual agreement of all Member Agencies.
- 8.2. Member Agency Termination: Any Member Agency may terminate its participation in this MOU with or without cause upon thirty-day (30) prior written notice to the Board unless such termination is prohibited by a grant condition. In the event of termination, the departing Member Agency is responsible for the annual payment for the year in which they terminate.
- 8.3. Fiscal Agent Termination: The Fiscal Agent may terminate its role as the financial agent for the Consortium with or without cause by informing the Board in writing no less than one hundred eighty (180) days prior to termination. The Board is responsible for identifying, selecting, and completing the necessary documents for the new Fiscal Agent and is responsible for helping the successor Fiscal Agent in the transition period. Termination by the Fiscal Agent requires a review of financial statements to ensure a smooth transition of the books and accounts to the new Fiscal Agent. If the new Fiscal Agent is not capable of completing all the requisite processes, the departing agency can mutually agree with the Board for a maximum of two 30-day extensions. Termination of the Fiscal Agent position shall not serve to terminate that agency's Member Agency status.

- 8.4. Other Termination: The Board may exercise its authority to terminate the relationship with a Member Agency established under this MOU if the majority of members of the Board determine that the Member Agency is not participating in the manner agreed to within this MOU.

9. Miscellaneous

- 9.1. This MOU is intended to provide for a strategic plan to promote data sharing and should be amended as necessary to accomplish the goal of fully integrating the Member Agencies, future agencies, and potential future data sources.

AGREED to this ____ day of _____, 2024:

City of Elk Grove Police Department

Bobby Davis,
Chief of Police
City of Elk Grove

Jason Behrmann,
City Manager
City of Elk Grove

Approved as to Form:

Jonathan P. Hobbs,
City Attorney
City of Elk Grove

Attest:

Jason Lindgren,
City Clerk
City of Elk Grove