

THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL



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Glen R. Googins  
City Attorney

Dated: 10-22-14

AGREEMENT  
BETWEEN  
THE COUNTY OF SAN DIEGO AND  
CITY OF CHULA VISTA  
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 first day of July, 2014, 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 Chula Vista, 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 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, 2014 and unless terminated sooner as provided for herein, shall terminate on June 30, 2019.

**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 Chula Vista executes this AGREEMENT, pursuant to action taken by the City Council.

COUNTY OF SAN DIEGO

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

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY

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

By \_\_\_\_\_  
City Attorney

**Attachment A**  
**Cal-ID Cost Allocation**  
**Based on Population and Crime**  
**Fiscal Year 2014-2015**

<b>City</b>	<b>Population</b>	<b>% of County Population</b>	<b>FBI Number of Crimes</b>	<b>% Of County Crime</b>	<b>Mean of %'s</b>
Carlsbad	108,246	3.47%	2,306	2.91%	3.19%
Chula Vista	251,613	8.07%	5,879	7.43%	7.75%
Coronado	23,176	0.74%	566	0.72%	0.73%
Del Mar	4,199	0.13%	195	0.25%	0.19%
El Cajon	100,460	3.22%	3,120	3.94%	3.58%
Encinitas	60,482	1.94%	1,208	1.53%	1.73%
Escondido	145,901	4.68%	4,561	5.76%	5.22%
Imperial Beach	26,496	0.85%	587	0.74%	0.80%
La Mesa	58,244	1.87%	2,149	2.72%	2.29%
Lemon Grove	25,554	0.82%	654	0.83%	0.82%
National City	58,838	1.89%	2,209	2.79%	2.34%
Oceanside	169,350	5.43%	5,128	6.48%	5.96%
Poway	48,559	1.56%	665	0.84%	1.20%
San Diego	1,326,238	42.56%	37,031	46.81%	44.68%
San Marcos	87,031	2.79%	1,614	2.04%	2.42%
Santee	55,033	1.77%	1,321	1.67%	1.72%
Solana Beach	12,987	0.42%	321	0.41%	0.41%
Vista	95,262	3.06%	2,490	3.15%	3.10%
Unincorporated	458,495	14.71%	7,112	8.99%	11.85%
	<b>3,116,164</b>	<b>100.00%</b>	<b>79,116</b>	<b>100.00%</b>	<b>100.00%</b>

**Attachment B  
Cal-ID Contract Projections by Agency - FY 2014-2015**

**Revenue**

County General Gund Contribution		\$716,000
Transfer from Trust Fund		\$3,115,240
User Fees		\$716,000
<b>Total Funding</b>		<b>\$4,547,240</b>

**Overhead**

<b>Allocated Overhead On County Salaries and Benefits</b>		<b>\$281,105</b>
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**Expenses**

County Salaries and Benefits		\$2,060,080
Services and Supplies		\$2,159,989
Fixed Assets Expense		\$233,445
<b>Total Expenses</b>		<b>\$4,453,514</b>

**User Fee Allocation**

<b>City/Jurisdiction</b>	<b>Allocation Percentage</b>	<b>Estimated FY 2014/15 Cost</b>
Carlsbad	3.19%	\$22,870
Chula Vista	7.75%	\$55,509
Coronado	0.73%	\$5,224
Del Mar	0.19%	\$1,365
El Cajon	3.58%	\$25,659
Encinitas	1.73%	\$12,415
Escondido	5.22%	\$37,400
Imperial Beach	0.80%	\$5,700
La Mesa	2.29%	\$16,416
Lemon Grove	0.82%	\$5,895
National City	2.34%	\$16,755
Oceanside	5.96%	\$42,660
Poway	1.20%	\$8,588
San Diego	44.68%	\$319,930
San Marcos	2.42%	\$17,302
Santee	1.72%	\$12,300
Solana Beach	0.41%	\$2,945
Vista	3.10%	\$22,211
Unincorporated	11.85%	\$84,856

<b>Total User Fees</b>	<b>100.00%</b>	<b>\$716,000.00</b>
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