

**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 San Marcos, 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

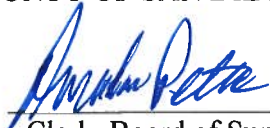
This Agreement shall take effect July 1, 2019 and unless terminated sooner as provided for herein, shall terminate on June 30, 2024.

8. INDEMNIFICATION

- 8.1. Claims Arising from Sole Acts or Omissions of a Party. Each Party to this Agreement hereby agrees to defend and indemnify the other Party to this Agreement, and its agents, officers, and employees, from any claim, action, or proceeding against the other Party, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.
- 8.2. Claims Arising from Concurrent Acts or Omissions. The Parties hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, the Parties 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 8.3 below.
- 8.3. Joint Defense and Reimbursement and Reallocation. Notwithstanding the above, in cases where the Parties agree in writing to a joint defense, the Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. Joint defense counsel shall be selected by mutual agreement of the Parties. The Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as otherwise provided in this Agreement or as may be agreed to by the Parties. The Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, 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 San Marcos executes this AGREEMENT, pursuant to action taken by the City Council.

COUNTY OF SAN DIEGO

By  DATE: 7/11/19
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

Approved and/or authorized by the Board of Supervisors of the County of San Diego.	
Meeting Date: <u>2/26/2019</u>	Minute Order No. <u>3</u>
By: <u></u>	Date: <u>7/11/2019</u>
Deputy Clerk of the Board Supervisors	

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 Fund 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