



CITY COUNCIL AGENDA REPORT

Meeting Date: December 5, 2024

From: Lisa Macias, Police Chief

Subject: Authorize the Police Department to enter into a Data Sharing Memorandum of Understanding (MOU) with the San Mateo County Sheriff's Office for a Data Aggregation Platform

COMMUNITY GOAL RESULTS:

Safe Community - Residents and visitors will experience a sense of safety

RECOMMENDATION:

Staff recommends that City Council approve the attached Memorandum of Understanding authorizing the Police Department to enter a data sharing MOU with the San Mateo County Sheriff's Office. This initiative is funded entirely by the San Mateo County Sheriff's Office, with no cost to the Police Department. This MOU fosters a unified approach to data sharing across all participating agencies.

BACKGROUND:

In 2023, the San Mateo County Sheriff's Office secured grant funding from the California Board of State and Community Corrections (BSCC) Organized Retail Theft Grant. Part of these funds supported the development of a data aggregation platform designed to facilitate seamless information-sharing among San Mateo County law enforcement agencies to enhance bi-directional data collaboration.

The Police Department currently participates in a data-sharing MOU with other law enforcement agencies in San Mateo County via Sundridge Systems RIMS which is our records management system. RIMS serves as the records management system for every agency in San Mateo County, as well as the computer aided dispatch software for all agencies not contracted with Public Safety Communications. While RIMS enables data sharing, it requires users to search each agency's data independently, leading to redundant work and limited efficiency. Additionally, users may need to log into multiple platforms to retrieve necessary information. The proposed software aggregation platform allows for centralized data access through a single, user-friendly application, streamlining data retrieval and improving operational efficiency. This platform is meant to enhance and simplify access to existing data, not replace existing records management software.

In January 2021, the San Mateo County Sheriff's Office initiated a proof-of-concept project with C3A1 to develop a consolidated data aggregation platform. The software consolidates data from four core record systems into a single, unified interface, enabling efficient cross-agency

data viewing. Daly City Police Department joined as a pilot agency, helping test the software's ability to integrate data securely across multiple agencies. In September 2023, grant funding expanded the program to include additional agencies, including the Brisbane Police Department and all law enforcement agencies within San Mateo County.

This platform supports collaboration amongst participating agencies and significantly improves investigative efficiency by simplifying data access. The platform is hosted within a Criminal Justice Information Services (CJIOS) compliant secure government cloud environment managed by the San Mateo County Sheriff's Office. This software solution enhances public safety by efficiently integrating disparate data sources into a single, searchable platform for law enforcement personnel to derive investigative insights in near real time.

DISCUSSION:

The Memorandum of Understanding (MOU) outlines an agreement between County Law enforcement agencies for the purpose of securely sharing data in support of public safety efforts. The MOU establishes a standardized framework for collaboration and data exchange, specifically to enhance public safety using this centralized, A1-powered law enforcement system. Authorized personnel from each agency will have secure, regulated access to shared data for investigative purposes, adhering to federal and state security standards. Member agencies retain control over their data and can restrict access as needed. The agreement emphasizes data security, proper training for users, compliance with legal standards and respect for privacy rights. The MOU will be reviewed every three years, with an option to withdraw or amend. Data Sharing among law enforcement agencies is essential for creating a comprehensive view of criminal activity across jurisdictions. This can enable a faster response, and ultimately improve public safety.

FISCAL IMPACT:

There is no budgetary impact associated with this action.

ATTACHMENTS:

- Memorandum of Understanding



Lisa Macias, Police Chief



Jeremy Dennis, City Manager

**DATA SHARING
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into this __ day of _____, 2024 by and between the San Mateo County Sheriff’s Office (“SMCSO”) and the following entities:

- the Town of Atherton, a California municipal corporation on behalf of the Atherton Police Department (“Atherton”),
- the City of Belmont, a California municipal corporation on behalf of the Belmont Police Department (“Belmont”),
- the City of Brisbane, a California municipal corporation on behalf of the Brisbane Police Department (“Brisbane”),
- the Town of Broadmoor a California municipal corporation on behalf of the Broadmoor Police Department, (“Broadmoor”),
- the City of Burlingame a California municipal corporation on behalf of the Burlingame Police Department, (“Burlingame”),
- the City of Colma, a California municipal corporation on behalf of the Colma Police Department (“Colma”)
- the City of Daly City, a California municipal corporation on behalf of the Colma Police Department (“Daly City”),
- the City of East Palo Alto, a California municipal corporation on behalf of the East Palo Alto Police Department (“East Palo Alto”),
- the City of Foster City, a California municipal corporation on behalf of the Foster City Police Department (“Foster City”),
- the City of Menlo Park, a California municipal corporation on behalf of the Menlo Park Police Department (“Menlo Park”),
- the City of Pacifica, a California municipal corporation on behalf of the City of Pacifica Police Department (“Pacifica”),
- the City of Redwood City, a California municipal corporation on behalf of the Redwood City Police Department (“Redwood City”),
- the City of San Bruno, A California municipal corporation on behalf of the San Bruno Department (“San Bruno”),
- the City of San Mateo, a California municipal corporation on behalf of the San Mateo Police Department (“San Mateo”),
- and the City of South San Francisco, a California municipal corporation on behalf of the South San Francisco Police Department (“South San Francisco”).

SMCO, Atherton, Belmont, Brisbane, Broadmoor, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Menlo Park, Pacifica, Redwood City, San Bruno. San Mateo, and South San Francisco may collectively be referred to as “Parties” and individually referred to as “Party”.

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, the Parties are committed to cooperation and coordination in providing the highest level of safety services to the public, guided by the principle that cooperative efforts are in the public's best interest; and

WHEREAS, the Parties support the sharing of information contained within its electronic data systems in furtherance of collaboration with other Criminal Justice Information Services ("CJIS") Compliant public safety entities, through integrated systems of information technology that the Parties have developed, established, and/or licensed; and

WHEREAS, the Parties recognize the need to protect each Party's ownership and control over its shared information, to optimize the means through which shared information is accessed or analyzed, and to protect privacy and civil liberties in accordance with the law; and

WHEREAS, the Parties further desire to share **information contained within their electronic data systems** under the conditions set forth in this MOU.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

I. PURPOSE

The purpose of this MOU is to provide a standardized approach and method of collection and sharing of information within their electronic data systems between the Parties and to facilitate bi-directional data collaboration among other CJIS Compliant public safety agencies in a manner that is consistent with the Parties' obligations, rights and applicable laws and regulations, including the California Values Act.

II. DEFINITIONS AND OTHER TERMINOLOGY

Authorized Users: Personnel from the Member Agency that have the appropriate clearance and authority to utilize and access shared data as a function of their employment, in support of law enforcement or public safety investigatory activity.

Data: Electronic records, analyses, images, and other information associated with incidents, persons, or objects, originally created by Member Agency and existing in a Member Agency system or database.

Contributed Data: Records originating from Member Agency that Member Agency has elected to share with other appropriate parties.

C3 AI Law Enforcement System: An integrated, AI-powered intelligence analysis software solution that enhances public safety by efficiently integrating disparate data sources into a single, searchable platform for law enforcement personnel to derive investigative insights in near real-time.

Data Repository: An enterprise data storage entity or entities into which data has been specifically partitioned for an analytical or reporting purpose.

Member Agency: The law enforcement or public safety organization whose appropriate authority has signed this Agreement and actively participates in bi-directional information sharing with other law enforcement or public safety entities through assistance from the SMCSO.

Shared Data: The aggregate pool of shared information from Member Agency and other contributing sources, made available via the SMCSO or facilitated by SMCSO-hosted technology systems, and/or efforts.

III. DATA ACCESS

A. Data contributed by each Party will be shared with all Parties that have entered into this MOU. The Parties agree not to facilitate information sharing between law enforcement entities that have not entered into agreements allowing such sharing.

B. Nothing in this Agreement shall be construed to require the Parties:

1. To disclose information owned and controlled by the Member Agency, if the Member Agency determines, in its sole discretion, it does not have the ability or authority to disclose;
2. To perform any act that it determines, is contrary to law or public policy;
3. To provide personnel, equipment, or services to the other party; or
4. To modify Data owned by another party or inhibit or restrict any other Party or Parties use of its own information technology system or systems.

IV. DATA SHARING AND SECURITY

A. Requirements

Each Member Agency and SMCSO has sole discretion to share the information it wishes to contribute and place restrictions on the recipient and/or audience to which contributed data may be shared. In gathering, sharing, and storing information, and in all other respects in performing

acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations and agree to enforce and maintain security requirements for the information stored or shared in their respective data repositories as specified in the California Values Act, the Information Practices Act, the Public Records Act, California Attorney General's Model Standards and Procedures for Maintaining Criminal Intelligence Files and Criminal Intelligence Operational Activities and 28 Code of Federal Regulations (CFR) Part 23.

B. Security Standards

Member Agency and SMCSO agree to enforce and maintain security for shared data in compliance with all applicable laws, including but not limited to the California Department of Justice's California Law Enforcement Telecommunications System Policies, Practices, and Procedures (CLETS PPP), the Federal Bureau of Investigation's Criminal Justice Information System Security Policy (FBI CJIS Security Policy), the California Attorney General's Model Standards and Procedures for Maintaining Criminal Intelligence Files and Criminal Intelligence Operational Activities and 28 Code of Federal Regulations (CFR) Part 23.

Member Agency and SMCSO shall store information, whether electronic or hardcopy, only in a manner that is compliant with all applicable physical security and cyber security requirements. Data shall be retained, purged, and destroyed in accordance with all applicable standards, inclusive of each Party's retention policy for their contributing data. Data exchange and user access shall be achieved using encryption, private networks, or other configurations that follow current best practices for information technology.

In compliance with the aforementioned CLETS PPP and FBI CJIS Security Policy, Member Agency grants authority to SMCSO the duties and responsibilities of CLETS security clearances, which includes state and federal level fingerprint-based background checks of all C3 AI employees who have unescorted physical or logical access to CLETS-related hardware, software or unencrypted criminal justice information (CJI) and maintenance of CLETS-related forms and records. Unless already known, Member Agency shall provide SMCSO the names of C3 AI employees who require unescorted physical or logical access to CLETS-related hardware, software or unencrypted CJI and request fingerprinting services prior to granting unescorted physical or logical access. SMCO agrees to provide fingerprinting services within thirty (30) days of a request.

C. Approved Utilization

The Parties agree to use information residing in the shared data repositories, including but not limited to the C3 AI Law Enforcement platform, as a pointer system for investigative leads or guidance, and not as the sole source of probable cause for law enforcement actions. The Parties further agree that the information hosted in the data repository shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to background screening will be allowed access to the system. Background screenings must be fingerprint based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to the data repositories shall not be granted.

D. Authorized Users

Each Party shall be responsible for training its users authorized to access information on the use and dissemination of information obtained from the C3 AI data repository system. Specifically, users must have a clear understanding of the need to verify the reliability of information with the source agency that contributed the information, when using information for purpose such as obtaining search and arrest warrants, affidavits, subpoenas, etc. Parties must also fully train and credential accessing users regarding the proscriptions for using third party information. SMCSO and each Member Agency is responsible for management of its Authorized User accounts and the activities of its Authorized Users.

E. Contribution of Data into C3 AI Law Enforcement System:

Member Agency grants authority to SMCSO to provide contributed data into the C3 AI Law Enforcement system to optimize law enforcement sharing, search, reporting, or analytic capabilities. Additional connections will require further review or approval by SMCSO and Member Agency.

F. Additional Agencies:

Each Member Agency grants authority to the SMCSO to execute information sharing agreements with other California law enforcement agencies, and to expand, incorporate, and unify additional shared information from other California Law Enforcement agencies, except where explicitly denied by the Member Agency. SMCSO will notify Member Agency in advance of such changes for review and approval.

G. Sharing in Compliance with State and Federal Law

In gathering, sharing, and storing information, and in all other respects in performing acts related to this Agreement, the Parties will comply with all applicable laws, rules, and regulations, both those in existence at the time of execution of this MOU and those enacted subsequent to execution of this MOU, including but not limited to, to the extent applicable, the California Values Act (Government Code Section 7284 *et seq.*). SMCSO will, consistent with Government Code Section 7284.8(b) ensure that any database is consistent with the Attorney General's guidance, audit criteria, and training recommendations which require that the databases are governed in a manner that limits the availability of information therein to the fullest extent practicable and consistent with federal and state law, to anyone or any entity for the purpose of immigration enforcement.

H. Ownership of Contributed Data

Member Agency remains the official custodian of its contributed data. Any request for information, including but not limited to inquiries under the California Public Records Act will be directed to the Member Agency that is the originator of the requested data.

V. COSTS

A. Operating Costs

Unless otherwise provided herein or in a supplementary writing, each Party shall bear its own costs in relation to this MOU and continued participation in or access to the data contributed by each Party. All obligations of and expenditures by the Parties will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto. The Parties expressly acknowledge that this MOU in no way implies that any funds have been or will be appropriate for such expenditures.

VI. TERM OF AGREEMENT

A. TERM

This MOU shall be effective as of the last signature date of all Parties and will remain in effect until and unless it is terminated. This MOU will be reviewed every three (3) years thereafter for updates and consistency with applicable statutes and policies.

B. WITHDRAWAL

Any Party may withdraw from this MOU upon ninety (90) days' written notice to all other Parties. Upon withdrawal, the Party's access to data, and contributed data, shall also be terminated. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during a Party's participation in this MOU shall survive any withdrawal.

In the event one Party withdraws their participation from this MOU, this MOU shall survive and continue to be fully effective and binding on the remaining signatories.

VII. TERMINATION

This MOU will terminate automatically if two (2) or more Parties have withdrawn their participation from this MOU.

Upon termination of this MOU, each Party's access to data, and contributed data, shall also be terminated. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during each Party's participation in this MOU shall survive any termination.

VIII. INDEMNIFICATION

Notwithstanding the provisions of Government Code Section 895.2, each Party shall defend, indemnify, and hold harmless other Parties (as well as their officers, agents, employees and representatives) from any and all losses, liability, damages, claims, suits actions and administrative proceedings resulting from the indemnifying Party's own acts or omissions (including those of its officers, agents, employees or representatives) arising out of or incidental to the performance of any of the provisions of this MOU. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents, and

officers. The Member Agency hereby executes this MOU as of the date of execution by the individual below possessing the authority to sign on behalf of Member Agency:

IX. SIGNATORIES NOT AGENTS

Parties of this MOU shall have no authority, express or implied, to act on behalf of another Party's signatory in any capacity whatsoever as an agent. The Parties shall have no authority, express or implied, pursuant to this MOU to bind each other to any obligation.

X. ASSIGNMENTS

Parties to this MOU may not assign any right or obligation pursuant to this MOU. Any attempted or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

XI. AMENDMENTS

This MOU may be amended by a written document signed by all Parties.

XII. SEVERABILITY

If any provision of this MOU is found by any court or other legal authority, or is agreed upon by the Parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this MOU to a Party is lost, then the MOU may be terminated at the option of the affected Party, with the notice required in Section VIII. In all other cases, the remainder of this MOU shall be severable and shall continue in full force and effect.

XIII. NO THIRD-PARTY BENEFICIARIES

This MOU is intended solely for the benefit of the Parties to this MOU. Any benefit to any third party is incidental and does not confer on any third party to this MOU any rights whatsoever regarding the performance of this MOU. Any attempt to enforce provisions of this MOU by third parties is specifically prohibited.

XIV. WAIVER

A waiver by a Party of a breach of any of the covenants to be performed by another Party shall not be contrasted as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this MOU. In addition, the failure of any Party to insist upon strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by a Party of either performance or payment shall not be considered a waiver of the performing or paying Party's preceding breach of this MOU.

XV. AUTHORITY OF SIGNATORY TO BIND ENTITY

By signing below, each signatory warrants and represents that he/she/they executed this MOU in his/her/their authorized capacity and has legal authority or has received such authority from the Party, to bind the Party. This MOU may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this MOU by the signatures of the fully authorized representative of each Party.

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