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AGENDA HIGHLIGHTS

- DRAFT AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM DATA SHARING MEMORANDUM OF UNDERSTANDING
- CRIME PREVENTION WITH NEXTDOOR.COM
- AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM DASHBOARD DEMONSTRATION

PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING

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ITEM NO. | RECOMMENDATION
--- | ---
+1. | APPROVAL OF MEETING MINUTES

The Public Safety Committee is asked to review and approve the minutes from its May 15, 2015, meeting.

2. | PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Members of the public shall have the opportunity to address the Public Safety Committee on any issue within the jurisdiction of the Committee that is not on this agenda. Anyone desiring to speak shall reserve time by completing a “Request to Speak” form and giving it to the Clerk prior to speaking. Public speakers should notify the Clerk if they have a handout for distribution to Committee members. Public speakers are limited to three minutes or less per person. Committee members also may provide information and announcements under this agenda item.

REPORTS

+3. | REPORT FROM CHIEFS'/SHERIFF’S MANAGEMENT COMMITTEE

(Chief Jim Redman, El Cajon Police)

Chief Redman, El Cajon Police, will report on the July 1, 2015, meeting of the Chiefs'/Sheriff’s Management Committee.

+4. | FY 2016 PROGRAM BUDGET AMENDMENT: JUVENILE MENTALLY ILL OFFENDER GRANT (Cynthia Burke)

The County of San Diego Public Safety Group and Probation Department have received a state grant to increase mental health screening of youth entering the juvenile justice system and provide services to traumatized youth. SANDAG was asked to be the research partner for this program. The Public Safety Committee is asked to approve an amendment to the FY 2016 Program Budget to accept multi-year funding of $126,609 for the Juvenile Mentally Ill Offender Evaluation.

+5. | DRAFT AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM DATA SHARING MEMORANDUM OF UNDERSTANDING (Julie Wiley)

The draft Automated Regional Justice Information System (ARJIS) Data Sharing Memorandum of Understanding (MOU) outlines the responsibilities of ARJIS and the law enforcement agencies that contribute to and access data from the ARJIS Enterprise. The Contributing Member Agencies have been asked to review the draft MOU and provide comments. Staff will provide an update on the review process and proposed changes to the MOU based on comments received.
6. **CRIME PREVENTION WITH NEXTDOOR.COM**  
   (Officer Matthew Tortorella, San Diego Police Department)  

Nextdoor.com is a social networking service that allows users to connect with people who live in their neighborhood. Staff will present an overview of the partnership between the San Diego Police Department and Nextdoor.com as well as preliminary outcomes.

7. **AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM DASHBOARD DEMONSTRATION** (Pam Scanlon)  

The Automated Regional Justice Information System has implemented a Regional Mapping Dashboard that provides customized map views of the region to display various data such as sex offenders, crimes, and gangs. Staff will provide a demonstration of both the law-enforcement-only and public dashboards.

8. **CONTINUED PUBLIC COMMENT**

If the five speaker limit for public comments was exceeded at the beginning of this agenda, other public comments will be taken at this time. Subjects of previous agenda items may not again be addressed under public comment.

9. **UPCOMING MEETINGS**  

The August 21, 2015, Public Safety Committee meeting is canceled. The next meeting of the Public Safety Committee is scheduled for Friday, September 18, 2015, at 1 pm.

10. **ADJOURNMENT**

+ next to an agenda item indicates an attachment
PUBLIC SAFETY COMMITTEE DISCUSSION AND ACTIONS
MAY 15, 2015

The meeting of the Public Safety Committee was called to order by Chair Terry Sinnott (North County Coastal) at 1:01 p.m. See the attached attendance sheet for Public Safety Committee member attendance.

1. APPROVAL OF MEETING MINUTES (APPROVE)

Action: Upon a motion by Councilmember Amanda Rigby (North County Inland), and a second by Mayor Mary Sessom (East County), the Public Safety Committee approved the meeting minutes of April 17, 2015. Yes - Chair Sinnott, Councilmember Myrtle Cole (City of San Diego), Chief Jim Redman (County Chiefs'/Sheriff's Association-Seat A), Chief Manuel Rodriguez (County Chiefs'/Sheriff's Association-Seat B), Mayor Sessom, Councilmember Rigby, Chief Donald Butz (Regional Fire/Emergency Medical Services), Executive Assistant Chief David Ramirez (San Diego Police Department), Councilmember Brian P. Bilbray (South County). No – None. Abstain – None. Absent – County of San Diego, San Diego County District Attorney's Office, and San Diego County Sheriff.

2. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Pam Scanlon (Director, Automated Regional Justice System) gave an update on the draft Data Sharing Memorandum of Understanding.

REPORTS

3. RECOGNITION OF MAYOR MARY SESSOM (INFORMATION)

Chair Sinnott recognized Mayor Sessom for her contributions as the Chair of the Public Safety Committee for the past year.

Action: This item was presented for information only.

4. REPORT FROM THE SAN DIEGO COUNTY FIRE CHIEFS’ ASSOCIATION (INFORMATION)

Chief Butz reported on the May 7, 2015, meeting of the San Diego County Fire Chiefs’ Association.

Action: This item was presented for information only.
5. PATHWAYS TO JUVENILE DELINQUENCY AND OPPORTUNITIES FOR INTERVENTION (INFORMATION)

Sandra McBrayer (The Children’s Initiative) presented an overview of the recently completed study by the Children’s Initiative and the San Diego County Probation Department regarding serious and chronic juvenile offenders and opportunities for early intervention.

**Action**: This item was presented for information only.

6. PULSEPOINT (INFORMATION)

Dr. Brad Schwartz (Regional Cooperative Care Partnership) and Richard Price (PulsePoint) presented an overview of PulsePoint along with information regarding the impetus behind its creation and its launch in the San Diego region.

**Action**: This item was presented for information only.

7. CRIME IN THE SAN DIEGO REGION 1985 – 2014 (INFORMATION)

Dr. Cynthia Burke (Director, Applied Policy/Criminal Justice Research), presented thirty years of crime trend data from the region (1985 through 2014), including violent and property crime rates for the nation, region, and local jurisdictions.

**Action**: This item was presented for information only.

8. CONTINUED PUBLIC COMMENT

None.

9. UPCOMING MEETINGS

The next meeting of the Public Safety Committee is scheduled for Friday, July 17, 2015, at 1 p.m.

10. ADJOURNMENT

Chair Sinnott adjourned the meeting at 2:27 p.m.
## CONFIRMED ATTENDANCE
### SANDAG PUBLIC SAFETY COMMITTEE MEETING
#### May 15, 2015

<table>
<thead>
<tr>
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<th>MEMBER/ ALTERNATE</th>
<th>ATTENDING</th>
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<tr>
<td>East County</td>
<td>Hon. Mary Sessom, Chair</td>
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<td></td>
<td>Hon. Bill Wells</td>
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<tr>
<td>North County Coastal</td>
<td>Hon. Terry Sinnott, Vice Chair</td>
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<td></td>
<td>Hon. Tony Kranz</td>
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<tr>
<td>South County</td>
<td>Hon. Alejandra Sotelo-Solis</td>
<td>Member</td>
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<td></td>
<td>Hon. Brian P. Bilbray</td>
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<td>North County Inland</td>
<td>Hon. Steve Vaus</td>
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<td></td>
<td>Hon. Amanda Rigby</td>
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<tr>
<td>City of San Diego</td>
<td>Hon. Myrtle Cole</td>
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<td></td>
<td>Hon. Lorie Zapf</td>
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<td>Supervisor Greg Cox</td>
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<td>Supervisor Dianne Jacob</td>
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<td>Chief Jim Redman</td>
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<td></td>
<td>Chief Manuel Rodriguez</td>
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<td>Chief Craig Carter</td>
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<td>Chief David Bejarano</td>
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<td>Chief Shelley Zimmerman</td>
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<td>Ex. Assistant Chief David Ramirez</td>
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<td>Sheriff William D. Gore</td>
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<td>Undersheriff Ed Prendergast</td>
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<td>Mike Barnett-Yes</td>
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<td>San Diego County District Attorney</td>
<td>Bonnie Dumanis</td>
<td>Member</td>
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<td>Miguel Rosario-Yes</td>
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<td></td>
<td>Chief Adolfo Gonzales</td>
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### ADVISORY MEMBERS

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<tr>
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<td>County Public Safety</td>
<td>Mack Jenkins</td>
<td>Member</td>
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<td>Yvette Klepin</td>
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<td>Department of Defense</td>
<td>Joseph Stuyvesant</td>
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<td>Michial Michalovich</td>
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<td>Federal Public Safety</td>
<td>BC Bell</td>
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<td>Gregory Archambeault</td>
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<td>Blair Perez-Yes</td>
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<td>Laura Duffy</td>
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<td>Gary Hill-Yes</td>
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<td>Bill Sherman</td>
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<td>Blair Perez-Yes</td>
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<td>Steven C. Stafford</td>
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<td>Gary Hill-Yes</td>
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<td>Eric Birnbaum</td>
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<td>Regional Transit Services</td>
<td>Jaime Becerra</td>
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<td>Bill Burke</td>
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<td>Southern CA Tribal Chairmen's</td>
<td>Eric LaChappa</td>
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<td>Association (SCTCA)</td>
<td>Leia Arviso</td>
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<td>State Public Safety</td>
<td>Chief Jim Abele</td>
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<td></td>
<td>Assistant Chief Bob Ghiglieri</td>
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</table>
Chief Jim Redman, El Cajon Police, contributes to the Public Safety Committee by providing periodic reports on the Chiefs’/Sheriff’s Management Committee.

Attachment: 1. Chiefs’/Sheriff’s Management Committee, July 1, 2015, Draft Meeting Minutes

Key Staff Contact: Pam Scanlon, (619) 699-6971, pam.scanlon@sandag.org
JULY 1, 2015, MEETING MINUTES

The meeting of the Chief’s/Sheriff’s Management Committee was called to order by Chair Jim Redman (El Cajon Police Department) at 9:30 a.m. A quorum was present. See attendance sheet on last page.

1. APPROVAL OF APRIL 1, 2015, MEETING MINUTES (APPROVE)

Action: Upon a motion by Chief Craig Carter (Escondido Police Department), and a second by Chief Frank McCoy (Oceanside Police Department), the minutes of the April 1, 2015, meeting were approved. Yes – Chair Redman, Commander Laszlo Waczek (Coronado Police Department), Chief Carter, Captain David Bond (La Mesa Police Department), Captain Jose Tellez (National City Police Department), Chief McCoy, Assistant Chief Miguel Rosario (San Diego District Attorney), Assistant Chief Al Guaderrama (San Diego Police Department). No – None. Abstain – None. Absent - Carlsbad Police Department, Chula Vista Police Department, San Diego Harbor Police Department, and San Diego Sheriff’s Department.

2. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

There were no public comments.

REPORTS

3. THE NATIONAL DATA EXCHANGE UPDATE (INFORMATION)

Pam Scanlon and Lloyd Muenzer (ARJIS) gave an update on the National Data Exchange (N-DEx). N-DEx is a national repository of criminal justice records built by the Federal Bureau of Investigation. N-DEx provides a mechanism for sharing, searching, linking, and analyzing information across jurisdictional boundaries. ARJIS is providing data daily to N-DEx and has developed a query interface to the State, Regional, and Federal Enterprise Retrieval System (SRFERS). This will be presented to the Business Working Group (BWG) in August with a limited roll-out to a select group of users for testing and validating the data. Once the data is tested and validated, access should be available to all users in the fall of 2015.

Action: This agenda item was presented for information.

4. INFORMATION SHARING ASSESSMENT (INFORMATION)

Brian A. Jackson, Director (RAND Safety and Justice Program), provided an overview of the RAND Corporation, an independent, nonprofit research institution. ARJIS is collaborating with the RAND
Corporation on a research effort funded by the National Institute of Justice to evaluate information sharing systems. Methods for measuring the business case and value of information sharing are being developed to demonstrate the impacts to officer and public safety. Initial findings of recently completed analyses were shared with the Chiefs’/Sheriff’s Management Committee. The next step in this effort is to conduct qualitative analysis to assess how various agencies are using the ARJIS suite of tools.

**Action:** This agenda item was presented for information.

5. **PALANTIR UPDATE (INFORMATION)**

Ms. Scanlon and Mr. Muenzer provided an update of the Palantir project (a crime analysis tool provided by the Sheriff’s Department). Ms. Scanlon noted that two training sessions have been held for the 23 approved users and those who attended are now in the process of validating the data. The validators are comparing one year of data in Palantir with data returned from ARJIS applications to ensure accuracy. The next steps include BWG approval of the data validation and completing the live feed from ARJIS to Palantir.

**Action:** This agenda item was presented for information.

6. **UPDATE FROM THE BUSINESS COMMITTEE (INFORMATION)**

Ms. Scanlon reported the BWG met on Tuesday, June 16, 2015, at the La Mesa Police Department. Agenda topics were 1) Dashboard enhancements; 2) ARJIS updates; 3) SRFERS mobile application demonstration; 4) Palantir update; and 5) NetRMS geocode validations. The next BWG meeting is scheduled for August 18th, 2015, at the Escondido Police Department.

**Action:** This agenda item was presented for information.

7. **UPCOMING MEETINGS (INFORMATION)**

The next meeting of the Chiefs’/Sheriff’s Management Committee is scheduled for Wednesday, September 2, 2015, at 9:30 a.m., at San Diego Police Department, Western Division. The August 5, 2015, Chiefs’/Sheriff’s Management Committee meeting is cancelled.

**Action:** This agenda item was presented for information.

8. **ADJOURNMENT (INFORMATION)**

The meeting was adjourned at 10:17 a.m. by Chair Redman.
### ARJIS CHIEFS'/SHERIFF’S MANAGEMENT COMMITTEE ATTENDANCE – July 1, 2015

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<td>CHIEF JON FROOMIN (Member)</td>
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<td>CHIEF JIM REDMAN (Member - Chair)</td>
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<td>SAN DIEGO DISTRICT ATTORNEY</td>
<td>ASSISTANT CHIEF INVESTIGATOR MIGUEL ROSARIO (Alternate)</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>ARJIS</td>
<td>ARJIS DIRECTOR PAM SCANLON</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>SANDAG</td>
<td>CRIMINAL JUSTICE RESEARCH DIRECTOR CYNTHIA BURKE</td>
<td></td>
<td>YES</td>
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</table>

**Guests:** Brian Jackson (RAND); Chris Haley (San Diego PD); Barbara Jean Harris, Erinn Herberman, and Lloyd Muenzer (ARJIS staff)
FY 2016 PROGRAM BUDGET AMENDMENT: JUVENILE MENTALLY ILL OFFENDER GRANT

Introduction

The County of San Diego Public Safety Group and Probation Department have received a state grant to increase mental health screening of youth entering the juvenile justice system and provide services to traumatized youth. SANDAG was asked to be the research partner for the program.

Discussion

In an effort to better address the needs of mentally ill offenders across California, the Board of State and Community Corrections released a Request for Proposals in February 2015. San Diego County responded to this solicitation and was recently notified that its application was selected for funding. As part of the proposed three-year effort, the mentally ill juvenile offenders who are at higher risk and have the highest level of need will be diverted from incarceration into community-based, trauma-focused treatment. In addition to implementing a formalized screening protocol, other goals of the project include reducing racial disparities that may exist, linking juvenile offenders to appropriate services and interventions, developing cost-effective and sustainable system of services, and reducing the number of mentally ill juvenile offenders detained.

As part of its evaluation of this effort, SANDAG will be conducting a process evaluation to document implementation, as well as an impact evaluation to measure outcomes that include recidivism, incarceration rates, and reduced system costs.

Recommendation

The Public Safety Committee is asked to approve an amendment to the FY 2016 Program Budget to accept multi-year funding of $126,609 for the Juvenile Mentally Ill Offender Evaluation.

KURT KRONINGER
Director, Technical Services

Attachment: 1. Work Element 23523.00 Juvenile MIO Evaluation

Key Staff Contact: Cynthia Burke, Ph.D., (619) 699-1910, cindy.burke@sandag.org
OBJECTIVE
Conduct a process and impact evaluation of San Diego County’s efforts to improve service delivery to mentally ill juvenile offenders that will aim to reduce recidivism.

PREVIOUS ACCOMPLISHMENTS
SANDAG has evaluated numerous efforts with the County aimed at reducing juvenile delinquency.

Project Manager: Burke, Cynthia
Committee(s): Public Safety Committee
Working Group(s): Chiefs'/Sheriff's Management Committee
### PRODUCTS, TASKS, AND SCHEDULES FOR FY 2016

<table>
<thead>
<tr>
<th>Task No.</th>
<th>% of Effort</th>
<th>Task Description/Product/Schedule</th>
</tr>
</thead>
</table>
| 1        | 20          | Meet with project partners and observe program activities.  
           |             | Product: Program notes.  
           |             | Completion Date: 6/30/2016 |
| 2        | 15          | Finalize research design and create data collection forms.  
           |             | Product: Methodology and forms.  
           |             | Completion Date: 6/30/2016 |
| 3        | 40          | Collect data.  
           |             | Product: Data files.  
           |             | Completion Date: 6/30/2016 |
| 4        | 25          | Prepare research updates.  
           |             | Product: Research updates.  
           |             | Completion Date: 6/30/2016 |

### FUTURE ACTIVITIES

<table>
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<tr>
<th>Task No.</th>
<th>% of Effort</th>
<th>Task Description/Product/Schedule</th>
</tr>
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</table>
| 1        | 60          | Prepare research updates.  
           |             | Product: Research updates.  
           |             | Completion Date: 6/30/2018 |
| 2        | 40          | Complete Draft and Final Evaluation reports  
           |             | Product: Draft and Final reports  
           |             | Completion Date: 6/30/2018 |

Note: New 3-year grant to be added to FY 2016 OWP. Total funding is $126,609, with $38,184 in FY 2016.
DRAFT AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM DATA SHARING MEMORANDUM OF UNDERSTANDING

Introduction

The draft Automated Regional Justice Information System (ARJIS) Data Sharing Memorandum of Understanding (MOU) was presented to the Public Safety Committee at its April 17, 2015, meeting. A copy of the staff report from that meeting is included for reference as Attachment 1. The MOU outlines the responsibilities of SANDAG and ARJIS and the law enforcement agencies that contribute to and access data from the ARJIS Enterprise system and it incorporates the Acceptable Use Policies (AUPs) for Facial Recognition and for the Regional License Plate Reader System.

Discussion

The draft MOU was distributed to the Contributing Member Agencies (CMAs), the law enforcement agencies that provide law enforcement incident data to ARJIS for sharing purposes, in May for review and comment by June 30, 2015. Comments or preliminary acceptance of terms have been received from the majority of CMAs. A summary of the substantive proposed changes to the draft MOU to address changes that were requested is provided below. The draft MOU showing the proposed changes is provided in Attachment 2.

- Language has been added in what is now Section I(C)(2) to provide additional transparency regarding revisions to the AUPs or the adoption of new AUPs by requiring SANDAG to notify parties of pending AUP changes and post those changes in draft and final form on the ARJIS website.
- Language has been added to Section III(G) to clarify that SANDAG would not be reimbursed by a CMA for costs that are payable by the requestor of public records.
- Section III(H) has been modified to clarify the basis for allocation of responsibility among the parties for records requests and the process that SANDAG will follow when it receives a request for records or information owned by a CMA.
- Section VII(B) has had language added to allow for the decision of the SANDAG Executive Director to terminate a user’s access to the ARJIS Enterprise System to be ratified or modified by the Public Safety Committee at its next regular meeting.
- Language has been added to Section VII(D) to clarify that a decision to involuntarily terminate a particular party’s participation in the MOU for breach would be made by the SANDAG Board of Directors.
• Section VIII(B)(4) has been modified to provide that in the event CMAs or Participating Member Agency (PMAs) are required to provide a defense to SANDAG, the CMA(s)/PMA(s) will control the litigation and SANDAG will cooperate in the defense unless there is a conflict of interest as between SANDAG-ARJIS and the relevant CMA(s)/PMA(s).

• Language has been added to Section X(A) to provide that continued participation in or access to the ARJIS Enterprise database is conditioned upon timely payment of costs by each CMA and PMA.

**Next Steps**

The proposed final ARJIS Data Sharing MOU will be presented to the Public Safety Committee at its September 2015 meeting for recommendation to the Board of Directors, including any additional changes that may be requested by the Public Safety Committee. Pending approval by the Board of Directors, the final MOU would be distributed to the CMAs for signature.

Once signed by SANDAG and the CMAs, the MOU would be posted to the ARJIS website and distributed to the PMAs, the law enforcement agencies that access the shared law enforcement incident data in ARJIS, for review and approval.

Any changes that may result from the PMA review could be brought forward in the form of a proposed amendment to the MOU, with the goal of a fully executed MOU by December 31, 2015.

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**KURT KRONINGER**

Director of Technical Services

Attachments: 1. Staff Report from April 17, 2015, Public Safety Committee Meeting
2. Draft ARJIS Data Sharing MOU showing proposed changes

Key Staff Contact: Pam Scanlon, (619) 699-6971, pam.scanlon@sandag.org
AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM
DRAFT DATA SHARING MEMORANDUM OF UNDERSTANDING

Introduction

The law enforcement agencies whose incident data are shared via the Automated Regional Justice Information System (ARJIS) requested a Memorandum of Understanding (MOU) be entered into for the purposes of standardizing information sharing and to ensure data integrity and privacy are maintained. Such an MOU also would support SANDAG and ARJIS efforts to develop policies that clearly delineate ARJIS responsibilities as the IT provider for regional law enforcement data and technology sharing. The draft Data Sharing MOU has been prepared to outline the responsibilities of SANDAG and ARJIS and law enforcement agencies that contribute to and access data from the ARJIS Enterprise system (Attachment 1). The MOU incorporates the Acceptable Use Policies for Facial Recognition and for the Regional License Plate Reader System recently approved by the SANDAG Board of Directors in February 2015.

Discussion

The draft MOU distinguishes between Contributing Member Agencies (CMAs) and Participating Member Agencies (PMAs). A CMA is defined as an agency that provides law enforcement incident data to ARJIS for sharing purposes, and a PMA is defined as an agency that accesses the shared law enforcement incident data in ARJIS, but does not contribute incident data to ARJIS. ARJIS provides both CMAs and PMAs with a broad range of technical services including: data validation and classification, hosting of the region’s police incidents, mandated Federal Bureau of Investigation and California Department of Justice reporting, and a secure infrastructure, allowing access to a variety of tools to achieve critical cross-jurisdictional information sharing and analyses.

The draft MOU sets forth the policies and procedures for the sharing of law enforcement information by the CMAs and PMAs, including the declaration of ownership, warranties, allocation of liabilities, and policies governing the use of shared information.

Since the initial draft of this Data Sharing MOU, ARJIS has adopted Acceptable Use Policies (AUPs), which set forth conditions under which ARJIS systems may be accessed and defining how they are managed and maintained. The AUPs are not operational policies that govern use in the field of data obtained from these systems; those polices are the responsibilities of the CMAs and PMAs that comprise the law enforcement agencies. The AUPs are incorporated in the Data Sharing MOU, so all signatories to the MOU also would be agreeing to comply with the AUPs.
The primary components of the draft MOU cover:

- **OVERVIEW**, including the background behind, and purpose of the MOU, how the AUPs are incorporated therein, and ARJIS governance
- **OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION**, establishing the CMAs as the owners of the data, and delineating responsibilities for maintenance thereof
- **ACCESS TO, DISCLOSURE, AND USE OF INFORMATION**, establishing how CMAs and PMAs may access and use the data, limits on disclosure of the data, and responsibility for responding to public records requests
- **USER ACCESS**, establishing procedures for granting, auditing, and rescinding access to the data by individual users
- **SECURITY**, establishing responsibilities of the CMAs, PMAs, and ARJIS with regard to maintaining the security of the data
- **SYSTEM ACCESS**, establishing ARJIS responsibilities for providing access to the data
- **SANCTIONS**, establishing consequences for violation of the MOU
- **INDEMNIFICATION**, establishing various types of indemnity among the parties to the MOU
- **DISPUTE RESOLUTION**, providing resolution and escalation procedures
- **OPERATING COSTS**, which provide that parties bear their own costs in relation to the MOU
- **ADDITIONAL STANDARD CLAUSES** (Term, Voluntary Withdrawal, Amendment, etc.)

**Next Steps**

Following Public Safety Committee review, the draft MOU would be provided to the law enforcement agencies for review and comment. The final draft of the MOU would be brought through the Chiefs’/Sheriff’s Management Committee to the Public Safety Committee for recommendation to the Board of Directors later this year.

KURT KRONINGER  
Director of Technical Services

Attachment: 1. Draft ARJIS Data Sharing MOU

Key Staff Contact: Pam Scanlon, (619) 699-6971; pam.scanlon@sandag.org
MEMORANDUM OF UNDERSTANDING AMONG
SANDAG-ARJIS AND MEMBER AGENCIES
FOR USE AND ACCESS OF REGIONAL DATA IN
AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM
ENTERPRISE

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into between the San Diego Association of Governments, a California Public Agency ("SANDAG"), on behalf of the Automated Regional Justice Information System, a California Joint Powers Agency ("ARJIS"), collectively referred to herein as "SANDAG-ARJIS," Contributing Member Agencies ("CMAs") that contribute law enforcement data to the ARJIS Enterprise, and Participating Member Agencies ("PMAs") and is made with reference to the following:

RECALLS

WHEREAS, SANDAG is empowered to enter into this MOU on behalf of ARJIS pursuant to the ARJIS Joint Powers Agreement and the California Public Utilities Code section 132354; and

WHEREAS, the CMAs, as defined in Part I.A. of this MOU, are empowered to enter into this MOU for the sharing of criminal justice information pursuant to California Penal Code Sections 11105 and 13300 and California Government Code Sections 26600, 26602, and 41601, and other statutes; and

WHEREAS, the CMAs asked SANDAG-ARJIS to develop and execute this MOU in order to share law enforcement information stored in the ARJIS Enterprise database, known as the ARJIS Operational Store (AOS) and any other data repository, system, tools or applications residing behind the ARJISNET firewall, (including but not limited to COPLINK, i2 Analyst Notebook, SRFERS (State, Regional, Federal Enterprise Retrieval System), License Plate Reader data, Tactical Identification System (TACIDS), and the COGNOS reporting system), collectively referred to as "ARJIS Enterprise"; and

WHEREAS, the PMAs are ex-officio members of the ARJIS Joint Powers Agency (JPA) with law enforcement responsibilities that can be given permission to query information stored in ARJIS Enterprise, but do not themselves contribute crime and arrest incident data; and

WHEREAS, implementation of this MOU will substantially further the public safety, health, and welfare.

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

I. OVERVIEW

A. Background

1. ARJIS hosts a complex law enforcement information system that contains information about a variety of official police incidents generated by the law enforcement agencies in the San Diego region. There are currently eleven CMAs providing crime, arrest, and other incident data to ARJIS (with one of those agencies, the San Diego Sheriff's Department, providing contract services to nine incorporated cities within San Diego County).

2. Additionally there are 55 other ARJIS member agencies that do not currently provide crime and arrest incident data to ARJIS but access ARJIS regional data and utilize ARJIS
services. These additional agencies are referred to as PMAs for the purposes of this Agreement.

3. The regional data maintained by ARJIS includes, but is not limited to, police incidents entered by the CMAs such as crime reports, arrest reports, traffic citations, traffic accidents, and field interviews. These data are maintained in the AOS as part of ARJIS Enterprise. ARJIS Enterprise resides on a private network called ARJISNET, and is protected by firewalls, access control lists, and user authentication. ARJIS meets both the California Department of Justice (CalDOJ), and Federal Bureau of Investigations Criminal Justice Information Services (FBI CJIS) network security standards.

4. The AOS, as the primary ARJIS regional data warehouse for the integration and storage of San Diego regional law enforcement data, is the core component of ARJIS Enterprise designed to share regional law enforcement information. ARJIS regional data originate from the CMAs and are standardized and integrated to provide a comprehensive criminal justice view for the region. Regional data stored in ARJIS Enterprise is used for tactical day-to-day law enforcement activities as well as regional and agency specific analyses. In addition to the regional tools and applications, some CMAs have purchased and/or developed their own applications and have requested global access to the regional ARJIS data to employ these products.

B. Purpose

1. The parties hereby agree that any mutual data access or exchange that occurs among them will be used for the sole purpose of law enforcement investigative analysis and crime analysis.

2. Moreover, the purpose of this MOU is to set forth the policies and the procedures for the sharing of law enforcement information by the participating CMAs and PMAs, including the declaration of ownership, warranties, allocation of liabilities, and policies governing the use of shared information.

C. Acceptable Use Policies

1. SANDAG-ARJIS has adopted, and will continue to adopt and update Acceptable Use Policies (AUPs), which set forth conditions under which ARJIS systems may be accessed and defining how they are maintained. AUPs are not operational policies that govern the use in the field of data obtained using ARJIS systems by law enforcement agencies as those policies are the responsibility of the CMAs and PMAs. The AUPs are prepared with input from ARJIS member agencies and are intended to delineate where the roles and responsibilities of SANDAG-ARJIS end and other agencies’ begin. The AUPs also are intended to clarify that SANDAG-ARJIS should not be liable for the conduct of a law enforcement officer in the field. As such, the CMAs and PMAs who are parties to this MOU hereby agree to comply with existing, added and updated AUPs and understand that their respective continued agreement to comply with the AUPs is a condition of continued access to ARJIS Enterprise. The AUPs adopted as of the time of execution of this MOU are attached as MOU Exhibit 1.

1.2. A copy of proposed amendments to an AUP or any new AUP shall be forwarded by SANDAG-ARJIS to the official representative of each signatory to this MOU at the same time as the proposed amendments are mailed as a report attachment to the agenda for recommendation for approval by the SANDAG Public Safety Committee (PSC). The proposed draft amendment or new AUP also shall be posted on the ARJIS website. The final version of all AUPs shall be posted on the ARJIS website after adoption by the SANDAG Board of Directors.
If at any time a CMA or PMA fails to comply with an AUP or indicates that it anticipates or condones non-compliance with an AUP, that party may be deemed in material breach of this MOU by SANDAG-ARJIS.

D. Governance of ARJIS

1. ARJIS is a JPA and is governed by the terms of a joint powers agreement, by any policies passed and adopted by the ARJIS governing board, and by the statutes, rules, regulations, policies or procedures that govern SANDAG. SANDAG serves as the Administrator of the JPA.

2. The ARJIS governing board is the SANDAG Public Safety Committee (PSC), formed under SANDAG Board Policy No. 026, and advises the SANDAG Board of Directors on matters concerning ARJIS and the SANDAG Criminal Justice Division. The Chiefs'/Sheriff’s Management Committee is a standing committee established to support the PSC. Each member of the Chiefs'/Sheriff’s Management Committee (all are CMAs) has an equal vote; and is authorized to forward recommendations to the PSC on policies and procedures set forth in this MOU.

3. The Chiefs'/Sheriff’s Management Committee appoints members to standing working groups known as the Technical and Business working groups. The membership of these working groups is composed of representatives of each of the eleven CMAs. Each member of these working groups has one vote. These working groups forward technical and administrative recommendations to the Chiefs'/Sheriff’s Management Committee.

4. Most policy decisions must be made by the SANDAG Board of Directors, including approvals of AUPs. Typically, matters begin in the Chief’s/Sheriff’s Management Committee, which makes a recommendation to the PSC. The PSC then either makes a final decision or the matter is sent to the SANDAG Board of Directors in accordance with Board Policy No. 026.

5. Pursuant to Government Code Section 6509, which requires that the powers of a JPA be limited by the legal restrictions placed upon a named member of the JPA, the powers of ARJIS are subject to those legal restrictions imposed upon SANDAG by the Constitution of the State of California and the laws governing SANDAG.

II. OWNERSHIP, ENTRY AND MAINTENANCE OF INFORMATION

A. Each CMA retains sole ownership, responsibility and exclusive control and disposition over the content of the information it contributes, and may, at will, at any time, update, correct or delete any of its information in the ARJIS Enterprise entirely. All system entries are identifiable to the CMA that contributes the entries. The content of the information remains the sole responsibility of the CMA that contributed the data, under an express promise of confidentiality.

B. Each CMA shall maintain "system discipline," defined as the maintenance of information in the ARJIS Enterprise that is 1) timely, 2) accurate, 3) complete and 4) relevant. In order to maintain system discipline, contributors shall submit data, including any updates or changes to the original submission, while performing modifications as often as a contributor can feasibly execute them.

C. Each CMA has the sole responsibility for ensuring data entered into the ARJIS Enterprise has been obtained in compliance with federal, state, local, and/or tribal laws. Data must be
pertinent to and within the scope of the authorized law enforcement function of the CMA and meet ARJIS security standards.

D. Each CMA agrees that police incident data entered and/or uploaded to the ARJIS Enterprise is a copy or summary of information stored in and managed by the entering CMA’s own records system(s), and that the contributing CMA is solely responsible and accountable for the accuracy and timeliness of the information it has submitted. Each CMA that is the source of the information should make every effort to ensure the contributed data reflects the substance of the source records. The data in ARJIS shall conform to ARJIS validations and standards.

E. ARJIS provides a suite of tools, to all member agencies (CMAs and PMAs) to access the regional data for the purposes of conducting complex investigative analyses and crime analysis functions. In addition, ARJIS provides crime statistics, crime mapping, and other applications to assist ARJIS member agencies and enhance the efficiency and effectiveness of their operations. Although ARJIS makes a good faith effort to ensure these tools, statistics, maps, applications, and all other information it provides to CMAs and PMAs are accurate and that the SANDAG-ARJIS systems are available for use at all times, SANDAG-ARJIS is a conduit for information prepared by others, which relies on the accuracy and timeliness of data prepared by others in order to allow sharing of data among agencies. Therefore, SANDAG-ARJIS disclaims any responsibility for the accuracy, correctness, or timeliness of the data. In no event shall SANDAG-ARJIS become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree that SANDAG-ARJIS shall have no liability of any nature arising out of or resulting from the lack of accuracy, correctness, or timeliness of the data, or the use of the data.

F. ARJIS programs may enhance and add value to the incident information provided by the CMA, including such functions as GEO Coding and data classification for UCR (Uniform Crime Reporting) reporting, as well as programmatic links between records and indexes. This added value, generated by the ARJIS programming and codes, is not reflected in the CMA’s source data. CMAs will be allowed access to this value-added data through the AOS.

G. ARJIS shall follow the California mandated guidelines and purge most incident records 7 years from the record creation date. There are some record types that are excluded from purging or that are purged more often in accordance with laws or policies specific to record types. These are set forth in relevant AUPs or outlined in the ‘Peace Officer Standards and Training Law Enforcement Records Management Guide’¹, which SANDAG-ARJIS shall follow.

H. PMAs may at any time request authorization to contribute crime, arrest, and other incident data to ARJIS. If the request receives a recommendation from the Chiefs’/Sheriff’s Management Committee and an approval from the SANDAG Public Safety Committee, which serves as the ARJIS Board of Directors, the PMA may become a CMA for purposes of its treatment under this MOU in accordance with such other terms and conditions that may be required by SANDAG-ARJIS.

III. ACCESS TO, DISCLOSURE, AND USE OF INFORMATION

The parties to this MOU agree:

A. To authorize every other CMA that has signed this MOU access to its law enforcement incident information shared in ARJIS Enterprise.

B. To authorize PMAs that have signed this MOU to access and utilize ARJIS regional data only via the established ARJIS applications such as COPLINK; PMAs may not extract, export, or use the ARJIS regional data with their own applications. There may be instances where some or all of the ARJIS regional data is requested by PMAs. These requests must be made using the ARJIS Data Request Form (Exhibit 2). The ARJIS Director will review each request on a case-by-case basis. A summary of data requests received will be provided as part of the quarterly ARJIS Management Report to the Chiefs’/Sheriff’s Management Committee and the SANDAG Public Safety Committee, which serves as the ARJIS Board of Directors. PMAs also may request data extracts for a variety of purposes to include special studies, special analyses for specific investigations, and/or to populate an application not residing at ARJIS using this process.

C. To ensure that the use of ARJIS regional data is in accordance with applicable federal, state, and local statutes and complies with FBI CJIS Security policies, and CalDOJ Practices, Policies, and Procedures.

D. To authorize agency personnel access to ARJIS regional data, only after receiving appropriate training, and only when personnel have a legitimate need to know the information for an authorized and legal law enforcement purpose. Specifically, ARJIS regional data may be used to develop investigative and crime analyses.

E. That under no circumstance is a CMA or PMA to publicly report statistics using data from another jurisdiction obtained through operation of this MOU without prior written authorization from the CMA(s) which own(s) the data. This includes statistics of any kind for the entire jurisdiction or part of the jurisdiction; Uniform Crime Reporting (UCR) statistics and non-UCR statistics; and internal studies, published studies, maps or grant projects.

F. That the California Public Records Act (CPRA), commencing at Section 6250 of the Government Code, and other applicable statutes and case law, provides for public inspection and copying of “public records.” The CPRA also identifies various records that are exempt from disclosure, including many related to law enforcement and public safety. These include, but are not limited to records of investigations, security information, critical infrastructure information, peace officer records, criminal offender records, and the names and addresses of victims of specified crimes.

G. That each CMA or PMA that receives a request for data or information, whether via a CPRA request or otherwise, that it has obtained via access through ARJIS, but which it does not own or is not the originating source, shall not release that information or data, but may refer the requestor to the CMA that is the source. Any CMA or PMA that receives a court order to release information in the ARJIS Enterprise which originated from another CMA shall (a) immediately provide a copy of the court order to the CMA that originated the information and to their Agency California Law Enforcement Telecommunications System (CLETS) Coordinator (ACC) or their designate and (b) request input from the originating CMA regarding the nature of any objections it feels it would be appropriate to make to the court; and 3) submit to the court in a timely manner all reasonable objections to the provisions of the underlying request. The originating agency shall reimburse the court ordered CMA or PMA all reasonable costs associated with the challenge or objection to the order that are not reimbursable by the requester within thirty days of being provided a detailed invoice of costs.

H. That SANDAG-ARJIS is not obligated to provide responses to public records requests for records that are housed on SANDAG-ARJIS servers, but that were created and are owned by other agencies. SANDAG-ARJIS is not in the possession of these records for purposes of Government Code section 6253, subdivision (c) because it does not have the right to control
the records, either directly or through another person. Language in Section 18(b) of the ARJIS Joint Powers Agreement provides that SANDAG-ARJIS does not own the records of the ARJIS member agencies and may not disclose ARJIS member agency records without their permission:

If pursuant to agreement, SANDAG-ARJIS serves as custodian of data it does not own, that data shall presumptively remain the property of the contributing entity and may not be treated as a public record. The ARJIS may not disclose electronic data or other intellectual property for which it is a custodian to third parties without the approval of the entity that owns the property.

The CPRA, however, generally provides that records prepared, owned, used, or retained by an agency such as SANDAG-ARJIS can be public records and as a result SANDAG-ARJIS receives records requests for records it does not own, but has retained. The Parties agree that SANDAG-ARJIS shall not have liability for Claims (as defined in Section VIII) arising from it providing responses to public records requests for records that are housed on SANDAG-ARJIS servers, but that were created and are owned by other agencies ("Non-ARJIS Records"). SANDAG-ARJIS does retain Non-ARJIS Records in its role as the Administrator, but it does not prepare, own or have the right to control the use of the records with regard to disclosure to non-parties, either directly or through another person. Accordingly the costs and liabilities associated with producing or refusing to produce Non-ARJIS Records should fall to the owner(s) of those records rather than SANDAG-ARJIS. Furthermore, pursuant to Government Code sections 6254(f) and 6255, ARJIS regional records should qualify for exemptions from the CPRA.

In the event SANDAG-ARJIS receives a request for data records or information owned by a CMA, whether via a CPRA request or otherwise, it shall follow these procedures:

1. **SANDAG-ARJIS will contact the Agency CLETS Coordinator (ACC) or his/her designate for the owner of the Non-ARJIS Records and request that the owner provide a written response to SANDAG-ARJIS within two business days regarding whether to provide the records, or withhold the records based one or more statutory exemptions that shall be identified by the CMA.**

2. **SANDAG shall respond based on the record owner’s discretion and direction. Notwithstanding the foregoing sentence if the owner does not respond within the timeframe requested by SANDAG-ARJIS or the records requested belong to more than one owner and the owners are not unanimous in the direction provided to SANAG-ARJIS, SANDAG-ARJIS will exercise its own discretion regarding whether to release the Non-ARJIS Records.**

3. **If SANDAG-ARJIS does not release some or all of the Non-ARJIS Records and deny the request for information or data, but may refer the requestor to the CMA that is the originator of the data. In the event SANDAG-ARJIS receives a court order to release records or information in the ARJIS Enterprise that originated from a CMA SANDAG-ARJIS shall (a) immediately provide a copy of the court order to the CMA that originated the information and to their Agency CLETS Coordinator (ACC) or their designate; and (b) request input from the originating CMA regarding the nature of any objections it feels it would be appropriate to make to the court; and 3) submit to the court in a timely manner all reasonable objections to the provisions of the underlying request. The originating CMA shall reimburse SANDAG-ARJIS all reasonable costs associated with the challenge or objection to the order within thirty days of being provided a detailed invoice of costs. In the event SANDAG-ARJIS is a party to litigation due to a public records request or its conduct taken in accordance with this section of this MOU, the provisions of Section VIII (B)(4) shall apply.**
IV. USER ACCESS

A. Login Application Process

Each CMA and PMA shall appoint its own ACC (or their designate) who is responsible for management of user accounts at that CMA or PMA. An overall agency-specific Network System Administrator also will be identified to assist with any ARJISNET network issues. In order to access ARJIS regional data and any of the ARJIS applications, each user must submit a request for a user login identification (“login ID”) and password to their Agency ACC (or their designate). Each CMA and PMA agrees that for use of all ARJIS regional data and applications, users shall meet the guidelines specified in Section V.C. of this document and be authorized to access and review police incident data for legitimate purposes. The ACC (or their designate) may deny or revoke individual access in their sole discretion.

B. Login Assignment

Each individual user of ARJIS regional data at a CMA and PMA will be issued a login ID and a default password by their ACC (or their designate). Users also may be assigned to groups that have different access rights to the information in the system based on the level of restriction of the information.

C. Provisions of Policy

Each agency shall be responsible for ensuring each of their authorized users knows the terms and conditions of this MOU. Each CMA and PMA shall require each of its users to agree to comply with the provisions of the SANDAG-ARJIS AUPs prior to being granted access to any ARJIS databases.

D. Audit Trail

1. For each CMA or PMA accessing ARJIS regional data directly, each transaction will be logged and an audit trail created and maintained by SANDAG-ARJIS for a minimum of three years, in conformance with the CalDOJ Policies, Practices, and Procedures, attached hereto as MOU Exhibit 2. All monitoring of successful and unsuccessful ARJIS logon attempts, file access, correlations, transaction types, and password changes will be established and maintained by SANDAG-ARJIS regardless of access means. All audit trail files shall be protected to prevent unauthorized changes or destruction. Requests for audits shall be made in writing through the requestor’s chain-of-command to their ACC (or their designate), and forwarded to SANDAG-ARJIS for processing.

2. Each CMA and PMA receiving an export of ARJIS data to utilize through its own applications, will be responsible for providing audit capabilities that meet the Cal DOJ Policies, Practices, and Procedures, and will maintain the audit logs for a minimum of three years. This will include making available the activity history for individual users when a request is made in writing through the requestor’s chain-of-command to their ACC (or their designate). CMAs and PMAs must ensure that all audit trail files will be protected to prevent unauthorized changes, unauthorized destruction and unauthorized dissemination.

E. Termination of Logins

CMAs and PMAs, through their ACCs (or their designates) will be responsible for immediate suspension and/or removal of any login accounts of users who leave the CMAs or PMAs
employment, face disciplinary action, or have failed to meet the requirements for access to the Login Application Process.

V. SECURITY

A. All CMAs must comply with the CalDOJ and FBI CJIS practices, policies, procedures, and guidelines as they relate to the access and use of justice data, when applicable.

B. Each CMA and PMA will be responsible for designating the employees who should have access to ARJIS regional data. This MOU was developed with security in mind, and each CMA and PMA should ensure that access to system information is in accordance with Section III.C-D and all other provisions of this MOU, and that all information is treated as law enforcement sensitive.

C. Each CMA and PMA agrees to use the same degree of care in protecting the information accessed under this MOU that it exercises for its own sensitive information. Each CMA agrees to restrict access to such information to only its officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with a “need to know” such information for the performance of their duties and only to the extent permitted by law. Each of these persons will have passed background clearances and met all requirements as required by local, state and federal statute to allow access and use of the secured data. These requirements also apply to SANDAG-ARJIS and its officers, employees, agents, representatives, contractors/subcontractors, consultants, or advisors with a need to know such information.

D. CMAs and PMAs are responsible for training those users authorized to access ARJIS regional data on the use and dissemination of information obtained from the system (for example, CORI). 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 the information for purposes such as obtaining search and arrest warrants, affidavits, subpoenas, etc. Parties must also fully brief accessing users regarding the proscriptions for using third-party information.

VI. SYSTEM ACCESS

A. Network Access

Access to ARJIS regional data will be provided utilizing the secure ARJISNET network. All CMAs and PMAs are to ensure that all end user and sub-administrator workstations accessing ARJIS regional data and/or servers that CMAs and PMAs utilize to store ARJIS regional data shall utilize recognized industry-standard anti-virus, firewall, and user authentication software. Terminals that access the ARJISNET network should follow the same guidelines required by CLETS.

B. System Availability

The ARJIS regional data will 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. The parties agree to inform each other in advance, whenever possible, of scheduled system downtimes. In cases of unscheduled outages, all efforts will be made to make notice to all users and parties that the outage has occurred (including estimated outage length) and notice will be given when applications have been returned to normal operation.
VII. SANCTIONS

A. Violation of an AUP or of any law or regulation applicable to access to or use of ARJIS Enterprise or ARJIS regional data (hereinafter referred to as “Misuse”) by a party to this MOU or one of its staff or agents, whether authorized or unauthorized, may lead to suspension or termination of an agency or particular user’s access to ARJIS Enterprise.

B. In the event a party to this MOU discovers suspected or actual Misuse of ARJIS Enterprise or ARJIS regional data, it will immediately inform the Director of ARJIS, who will in turn immediately notify the SANDAG Director of Technical Services and SANDAG Executive Director. In the event SANDAG-ARJIS discovers suspected or actual misuse of ARJIS Enterprise, the Director of ARJIS will immediately notify the SANDAG Director of Technical Services, the SANDAG Executive Director, and the member agency. The SANDAG Director of Technical Services, in consultation with the Director of ARJIS, or their designees, will determine whether to suspend or terminate access and if so for whom the suspension or termination will apply and will notify the affected member agency. The affected member agency will be notified of the decision by SANDAG-ARJIS and then will have 10 calendar days to appeal the decision to the SANDAG Executive Director. The Executive Director shall have final decision-making authority, however, such decision shall be reported out to, and subject to ratification or modification by, the PSC at its next regular meeting.

C. Any supervisor, law enforcement officer, employee, agent, representative, task force member, contractor/subcontractor, or consultant, who by virtue of his employment or official position, has possession of, or access to, ARJIS regional data that contain individually identifiable information, the disclosure of which is prohibited by law, agreement, this MOU, the AUPs, rules, or regulation and who, knowing that the disclosure of the information is prohibited, willfully or recklessly discloses the material in any matter, including oral communication, may be prosecuted or fined under any applicable federal or state law, or may be subject to administrative or disciplinary action.

D. An individual CMA’s or PMA’s participation in this MOU also may be terminated involuntarily by a decision of the SANDAG Board of Directors for repeated failures to meet the terms of this MOU or an AUP. The terminated CMA or PMA will continue participation, financial or otherwise, up to the effective date of termination.

VIII. INDEMNIFICATION

A. Indemnification Related to Workers Compensation and Employment Issues

1. CMAs and PMAs, and each of them (which for purposes of this Section VIII, shall include their officers, officials and employees), shall fully indemnify and hold harmless SANDAG-ARJIS, its officers, employees and agents, from any claims, losses, fines, expenses (including reasonable attorneys’ fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of CMAs or PMAs, or each of them, or any contract labor provider retained by CMAs or PMAs, or each of them, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters), which is brought by an employee of a CMAs or PMAs, or each of them, or any contract labor provider retained by a CMAs or PMAs, or each of them.
2. SANDAG-ARJIS (which for purposes of this Section VIII shall include its officers, officials and employees) shall fully indemnify and hold harmless CMAs or PMAs, or each of them, its officers, employees and agents, from any claims, losses, fines, expenses (including reasonable attorneys’ fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers’ compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment, which is brought by an employee of SANDAG-ARJIS or any contract labor provider retained by SANDAG-ARJIS, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters), which is brought by an employee of SANDAG-ARJIS or any contract labor provider retained by SANDAG-ARJIS.

B. Defense And Indemnity; Acts And Omissions

1. Claims, Actions or Proceedings Arising From Acts or Omissions of One or More CMAs or PMAs

CMAs and PMAs, and each of them, hereby agree to defend and indemnify SANDAG-ARJIS, its agents, officers and employees, from any claim, action or proceeding against SANDAG-ARJIS, arising out of the acts or omissions of one or more CMAs or PMAs, in the performance of this MOU. At its sole discretion, SANDAG-ARJIS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve CMA of any obligation imposed by this MOU. SANDAG-ARJIS shall notify affected CMA(s) or PMA(s) promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims, Actions or Proceedings Arising From Acts or Omissions of SANDAG-ARJIS

SANDAG-ARJIS hereby agrees to defend and indemnify the CMAs and PMAs, their agents, officers and employees, from any claim, action or proceeding against one or more CMAs or PMAs, arising out of the acts or omissions of SANDAG-ARJIS in the performance of this MOU with the limitations described in subsection B(4). At its sole discretion, an affected CMA or PMA may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve SANDAG-ARJIS of any obligation imposed by this MOU. CMA or PMA shall notify SANDAG-ARJIS promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims, Actions or Proceedings Arising From Concurrent Acts or Omissions

CMAs and PMAs hereby agrees to defend themselves, and SANDAG-ARJIS hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of one or more CMAs or PMAs and SANDAG-ARJIS with the limitation described in subsection B(4). In such cases, CMAs, PMAs and SANDAG-ARJIS 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 subsection 5 below (referring to joint defense agreements and reimbursement and/or reallocation).

4. Presumption of Defense And Indemnification Of SANDAG-ARJIS by CMA(s) or PMA(s) When SANDAG-ARJIS Is Named As a Party to a Claim, Action or Proceeding In Certain Circumstances
The relevant CMAs or PMAs shall indemnify, defend and hold SANDAG-ARJIS harmless where asserted SANDAG-ARJIS liability is based on one or more of the following three circumstances:

(1) A third-party sues SANDAG-ARJIS based on its contractual relationship with the CMAs and PMAs under this MOU;

(2) A third-party sues SANDAG-ARJIS due to its possession or use of records or information owned or originated by one or more CMAs or PMAs;

(3) The conduct alleged to be that of the SANDAG-ARJIS is, in fact, the conduct of one or more CMAs or PMAs.

Unless there is a conflict of interest as between SANDAG-ARJIS and the relevant CMA(s)/PMA(s): the relevant CMA(s)/PMA(s) shall control litigation strategy and selection and retention of defense counsel; the relevant CMA(s)/PMA(s) shall keep SANDAG-ARJIS’s Office of General Counsel apprised of the status of the matter, which shall include advance discussion of any proposed terms of settlement; and SANDAG-ARJIS shall reasonably cooperate in the defense.

5. Joint Defense

Notwithstanding subsection 3 above, in cases where one or more CMAs or PMAs and SANDAG-ARJIS agree in writing to a joint defense, CMAs, PMAs and SANDAG-ARJIS may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of SANDAG-ARJIS, CMAs and PMAs. Joint defense counsel shall be selected by mutual agreement of the effected parties. The affected parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except that the parties further agree that none of the parties to the joint defense may bind the other(s) to a settlement agreement without the written consent of the other(s). Additionally, 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.

IX. DISPUTE RESOLUTION

Disputes among any of the parties arising under or relating to this MOU shall be resolved via consultation at the lowest practicable level by and between the affected parties and sponsoring agencies (or as otherwise may be provided under any separate governance procedures). If such parties are unable to resolve their dispute at the lowest practicable level, the dispute shall be referred to the PSC for a resolution. If the PSC is unable to resolve the dispute, the matter shall be referred to the SANDAG Board of Directors. Only if the PSC and Board of Directors are unable to resolve the parties’ dispute may the disputing parties seek judicial resolution of their dispute. Each affected party will pay the fees of its respective legal counsel, accountants, advisors, etc., as well as all of its respective out-of-pocket costs and expenses.

X. OPERATING COSTS

A. Unless otherwise provided herein or in a supplementary writing, each CMA and PMA shall bear its own costs in relation to this MOU and continued participation in or access to the ARJIS Enterprise database is conditioned upon timely payment of those costs by each CMA and PMA. Even in circumstances in which a party has agreed (or later does agree) to assume a particular financial responsibility outside of those responsibilities covered by this MOU, the affected party’s express written approval must be obtained before the incurring by another of each expense associated with the responsibility. 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 appropriated for such expenditures.

B. Any ARJIS system enhancements, modifications, updates, or implementation of new features to enhance regional ARJIS applications must be reflected either in the annual SANDAG-ARJIS overall work plan and budget, or in an amendment thereto. After approval by the PSC and if necessary the SANDAG Board of Directors, costs associated with these enhancements will be billed to CMAs and PMAs in accordance to criteria set forth in the ARJIS Joint Powers Agreement. Invoices will include reasonable documentation explaining the expenses incurred.

XI. TERM OF AGREEMENT

A. This MOU shall be effective as of the last signature date of at least five of the CMAs and will be reviewed every three years thereafter for updates and consistency with applicable statutes and policies.

B. For parties who join subsequent to the date in Section I(B)(1), this MOU shall become effective when it has been signed by the parties’ duly authorized representatives and countersigned by SANDAG-ARJIS.

C. In the event that one or more CMAs or PMAs withdraw their participation from this MOU and are no longer parties to this MOU, this MOU shall survive and continue to be fully effective and will bind the parties that remain signatories.

D. The MOU will terminate automatically when all members have withdrawn their participation from the MOU.

E. Upon termination for cause or convenience, the terminated party’s access to ARJIS Enterprise and ARJIS regional data also shall be terminated.

XII. VOLUNTARY WITHDRAWAL OF MEMBERSHIP

Any CMA or PMA may withdraw from this MOU upon ninety (90) days written notice to the PSC. All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during a CMAs or PMAs participation in this MOU shall survive any termination.

XIII. AMENDMENT OF MOU

This MOU may be amended by a written document signed by all parties. No oral understanding or agreement shall be binding on the parties.

XIV. SEVERABILITY

This MOU is subject to all applicable laws and regulations. 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 either party is lost, then the MOU may be terminated at the option of the affected party, with the notice as required in this MOU. In all other cases, the remainder of this MOU shall be severable and shall continue in full force and effect.

XV. 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.

XVI. WAIVER

A waiver by a party of a breach of any of the covenants to be performed by party shall not be construed 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 either 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 other party’s preceding breach of this MOU.

XVII. AUTHORITY OF SIGNATORY TO BIND ENTITY

By signing below, each signatory warrants and represents that he/she executed this MOU in his/her authorized capacity and that by his/her signature on this MOU, he/she has the legal authority, or has received such authority from the entity, to bind the entity upon whose behalf he/she executed this MOU.

We the undersigned hereby agree, on behalf of our respective offices, agencies, districts and departments, to this Memorandum of Understanding and certify that the agreement made herein will be honored.

This Memorandum of Understanding may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding by the signatures of the duly authorized representative of each CMA and PMA on the dates indicated. A photocopy or facsimile signature is as valid as the original.

SANDAG-ARJIS

Gary L. Gallegos, Executive Director
SANDAG-ARJIS

Date

Julie Wiley, Special Counsel
SANDAG-ARJIS

Date
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<tr>
<th>City</th>
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<td>County of San Diego</td>
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• Nextdoor is a free and private social network for neighborhoods being used by more than 40% of U.S. neighborhoods.

• Neighbors use Nextdoor to communicate about everyday things, like a recommendation for a trusted babysitter, to more personal things like help finding a lost family pet, to critical things, like communicating about neighborhood crimes.
In April 2013, the San Diego Police Department partnered with Nextdoor to foster citywide and neighbor-to-neighbor communications and facilitate a virtual neighborhood watch.

As a result, neighborhood watch participation in San Diego has increased more than 500%.
As of July 2015:
Over 62,000 members
(Verified SD Residents)

<table>
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<tr>
<th>Area</th>
<th>Total Members</th>
<th>New Members (30d)</th>
<th>Claimed Households</th>
<th>Content (30d)</th>
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<tbody>
<tr>
<td>San Diego Police Department</td>
<td>57440</td>
<td>3612</td>
<td>46779 of 597279 (8%)</td>
<td>24648 posts from area, 3469 crime and safety</td>
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</table>
Chief Zimmerman, Captains, Lieutenants, Sergeants, and Community Resource Officers can engage with community members through Nextdoor postings.
Create message

Message  Urgent Alert  Event

- Entire Service Area
- Specific Service Areas
- Neighborhoods

SUBJECT

Police Helicopter Announcement (Missing Child)

BODY

SDPD is seeking the communities help in location a 12 Year Old caucasian female named Kim. She was last seen in the area of 6th and University. She has a purple shirt, white pants, and a black backpack. If you see the juvenile, please contact police by calling 911.

CHOOSE CATEGORY

- Crime & Safety
Create message

Message  Urgent Alert  Event

- Entire Service Area
- Specific Service Areas
- Neighborhoods

SUBJECT
Add subject

BODY
Write message

CHOOSE CATEGORY
- Crime & Safety

Preview
Interactive Map

Selections also can be made by neighborhood.
Your post has been published on Nextdoor.

Repost to other social networks:

Facebook  Twitter

Note: You must be an authorized user of your agency's other social networks.

Done
San Diego PD @SanDiegoPD · Jun 5

Power Outage Downtown
nextdoor.com/city/post/1223... via @nextdoor
Power Outage Downtown
Officer Matt Tortorilia

We are aware of a power outage in the Down Town area. SDG&E states the affected areas include 4th, 6th, and 10th Ave. Currently, they do not have an estimate on when the issue will be fixed. You can access the Outage map here: http://www.sdge.com/safety/outages/outage...

Please use an abundance of caution as you travel in and around the affected area.

Shared with 1 area in San Diego Police Department in Crime & Safety

Thank 7  Reply
ARJIS Regional Mapping Dashboard

SANDAG Public Safety Committee
July 17, 2015
Mapping & Public Safety

• Crime mapping & Geographic Information Systems (GIS) are used by law enforcement to map, visualize, and analyze crime incident patterns
• Assists management in making better decisions, targeting resources, and formulating strategies
• Intelligence-led policing and enhanced situational awareness
• Traffic and accident analysis
• Informs officers and investigators of crime incident locations
ARJIS Mapping & GIS Efforts

- CrimeView Regional Mapping Dashboard
- Monthly Regional Robbery Maps and others posted on portal
- Crimemapping.com – public mapping application with daily emails alerts for citizens
- Geo-validation services on behalf of entire region
Mapping Dashboard

- Displays county-wide police incidents and officer notifications
- Allows users to organize and analyze geographic info on regional crime data
- Enterprise license for 18 cities and county
  - Economies of scale
- Data contributing agencies have customized briefing books
  - 60+ customized maps
- Two modes for use – dashboard and analysis
Dashboard Mode

- Snapshot of data to quickly identify patterns and trends
- Queries designed in advance with pre-populated data
- Pre-designed queries called widgets display info using different visualization techniques
  - Crime Summary: Violent and property crimes
  - Traffic: Accidents, hit and runs, and DUIs
  - Offenders: Arrestees, citations, 4th waiver, and field interviews
Customized Pages for Each Agency
Analysis Mode

- Custom queries can be created by the end user to view any available data they wish. Data can be customized by:
  - Date/time
  - Crime and incident type
  - Jurisdiction/address
  - Wild card searches
  - Repeat incidents
Access to Incident Details
Operational Layers

• Schools/colleges
• Parks and tourist areas
• Parcels
• Law enforcement beats
• Critical infrastructure and hazard plans
• Transportation
  o Trolley
  o Bus routes
  o COASTER
Multiple Map Views

Street View

Terrain

SANDAG Imagery
Bank Robbery Series

- Be-On-the-Look-Out flyer sent to ARJIS BOLO distribution list by a San Diego Police Detective
- Detective asked for similar commercial robbery cases in which the suspect used a knife to rob convenience stores
- Robberies took place between midnight and 2:00 A.M.
- Timeframe covered the month of June 2015
Commercial robberies using a knife between 12:00-2:00 A.M. in San Diego, National City and Chula Vista

Field Interview (FI) search with robbery/theft crime potential around the timeframe of the robberies

Overlaying the FI and robberies reveal similar locations
Report indicates suspect was a 30 year old white male

<table>
<thead>
<tr>
<th>VIOLATION CODE</th>
<th>VIOLATION DESCRIPTION</th>
<th>ADDRESS</th>
<th>APT</th>
<th>BEAT</th>
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<tr>
<td>PC 211</td>
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Field interview search identifies suspect around the scene of several robberies before the incidents took place. – **Suspect Identified in National City**
High Risk Probationers and 4th Waivers Around Bank Robberies
SDPD CAD Data
Padres Home Opener VS. Giants
Crimemapping.com

• Regional crime maps for the public
• Web-based crime info on neighborhoods, schools, parks, etc.
• Customize by agency, radius, crime type, and date
Crime Alerts

- Allows citizens to subscribe to daily emails on crimes at pre-determined locations
www.crimemapping.com