PUBLIC SAFETY COMMITTEE AGENDA

Friday, September 18, 2015
1 to 3 p.m.
SANDAG Board Room
401 B Street, 7th Floor
San Diego

AGENDA HIGHLIGHTS

• AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM DATA SHARING MEMORANDUM OF UNDERSTANDING

• CITY HEIGHTS RESTORATIVE COMMUNITY CONFERENCE PILOT PROJECT

• MID-YEAR CRIME STATISTICS FOR THE SAN DIEGO REGION

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(619) 699-1900 • Fax (619) 699-1905 • sandag.org
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+1. APPROVAL OF MEETING MINUTES

The Public Safety Committee is asked to review and approve the minutes from its July 17, 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 September 2, 2015, meeting of the Chiefs'/Sheriff’s Management Committee.

+4. REPORT FROM THE SAN DIEGO COUNTY FIRE CHIEFS’ ASSOCIATION

(Chief Don Butz, Viejas Tribal Government Fire Department)

Chief Butz, Viejas Tribal Government Fire Department, will report on the August 6, 2015, and September 3, 2015 meetings of the San Diego County Fire Chiefs’ Association.

+5. FY 2016 PROGRAM BUDGET AMENDMENT: COMMUNITY ASSESSMENT TEAM PLUS (Cynthia Burke)

In 2010, SANDAG partnered with San Diego Youth Services (SDYS) to evaluate a cross-site project carried out in this region by SDYS that is intended to reduce teen pregnancy rates nationwide by incorporating curriculum into existing prevention programs targeting youth who are either involved in or at-risk of entering the juvenile justice system. Federal funding for the program has been extended for up to five years. The Public Safety Committee is asked to approve an amendment to the FY 2016 Program Budget to accept $75,000 in funding for the current fiscal year.
+6. **AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM DATA SHARING MEMORANDUM OF UNDERSTANDING (Kurt Kroninger)**

The draft Automated Regional Justice Information System (ARJIS) Data Sharing Memorandum of Understanding (MOU) was presented to the Public Safety Committee at its April and July 2015 meetings. At the time of posting this agenda, discussions were ongoing to resolve some remaining issues a few of the Contributing Member Agencies (CMAs) have with language in the draft MOU. Staff will provide an overview of these issues. The Public Safety Committee is asked to provide input to staff on how to proceed with negotiations, with the goal of bringing back an item for action at the October 16, 2015, Public Safety Committee meeting and being able to fully execute the MOU by December 31, 2015.

7. **CITY HEIGHTS RESTORATIVE COMMUNITY CONFERENCE PILOT PROJECT (Michele Linley, San Diego County District Attorney's Office)**

In 2014, the District Attorney’s Office, in partnership with the County Probation Department, the County Public Defender, and local service providers, began a voluntary diversion program aimed at reducing juvenile delinquency that is based on the principles of restorative justice. This program has recently expanded and an overview of it will be provided.

8. **MID-YEAR CRIME STATISTICS FOR THE SAN DIEGO REGION (Cynthia Burke)**

On a semi-annual basis, SANDAG releases regional crime statistics that are compiled in cooperation with our local law enforcement agencies. An overview of these updated crime statistics will be shared.

9. **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.

10. **UPCOMING MEETINGS**

The next meeting of the Public Safety Committee is scheduled for Friday, October 16, 2015, at 1 pm.

11. **ADJOURNMENT**

+ next to an agenda item indicates an attachment
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 Brian Bilbray (South County), and a second by Sheriff William D. Gore (San Diego County Sheriff), the Public Safety Committee approved its May 15, 2015, meeting minutes. Yes - Chair Sinnott, Vice Chair Steve Vaus (North County Inland), Councilmember Myrtle Cole (City of San Diego), Chief Jim Redman (County Chiefs'/Sheriff’s Association-Seat A), Supervisor Greg Cox (County of San Diego), Chief Donald Butz (Regional Fire/Emergency Medical Services), Chief Adolfo Gonzales (San Diego County District Attorney’s Office), Chief Shelley Zimmerman (San Diego Police Department), Sheriff Gore, and Councilmember Bilbray. No - None. Abstain - None. Absent – East County and County Chiefs'/Sheriff’s Association, Seat B.

2. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Chair Sinnott reported that Chief Bill Burke (Metropolitan Transit District) passed away on Monday, June 29, 2015.

A member of the public, Lorraine Leighton, made a public comment.

REPORTS

3. REPORT FROM CHIEFS'/SHERIFF’S MANAGEMENT COMMITTEE (INFORMATION)

Chief Redman reported on the July 1, 2015, meeting of the Chiefs'/Sheriff’s Management Committee.

Action: This item was presented for information only.
4. **FY 2016 PROGRAM BUDGET AMENDMENT: JUVENILE MENTALLY ILL OFFENDER GRANT (APPROVE)**

Dr. Cynthia Burke (Director, Applied Policy/Criminal Justice Research), reported SANDAG was asked to be the research partner on a state grant for the County of San Diego Public Safety Group and Probation Department to increase mental health screening of youth entering the juvenile justice system and provide services to traumatized youth.

**Action:** Upon a motion by Supervisor Cox, and a second by Councilmember Bilbray, the Public Safety Committee approved an amendment to the FY 2016 Program Budget to accept multi-year funding of $126,609 for the Juvenile Mentally Ill Offender Evaluation. Yes - Chair Sinnott, Vice Chair Vaus, Councilmember Cole, Chief Redman, Supervisor Cox, Chief Butz, Chief Gonzales, Chief Zimmerman, Sheriff Gore, and Councilmember Bilbray. No - None. Abstain - None. Absent – East County and County Chiefs’/Sheriff’s Association, Seat B.

5. **DRAFT AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM DATA SHARING MEMORANDUM OF UNDERSTANDING (DISCUSSION)**

Kurt Kroninger (Department Director, Technical Services) and Julie Wiley (Special Counsel) provided an update on the review process and proposed changes to the draft Memorandum of Understanding, which outlines the responsibilities of ARJIS and the law enforcement agencies that contribute to and access data from the ARJIS Enterprise.

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

6. **CRIME PREVENTION WITH NEXTDOOR.COM (INFORMATION)**

Officer Matthew Tortorella (San Diego Police Department) presented an overview of a partnership between the San Diego Police Department and Nextdoor.com as well as preliminary outcomes. The social networking service allows users to connect with people who live in their neighborhood.

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

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

Pamela Scanlon (Director, ARJIS) presented an overview of the Regional Mapping Dashboard that provides customized map views of the region to display various data such as sex offenders, crimes, and gangs. A demonstration of both the law-enforcement-only and the public dashboards was given.

**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, September 18, 2015, at 1 p.m.

10. ADJOURNMENT

Chair Sinnott adjourned the meeting at 2:06 p.m.
# CONFIRMED ATTENDANCE
## SANDAG PUBLIC SAFETY COMMITTEE MEETING
### July 17, 2015

<table>
<thead>
<tr>
<th>JURISDICTION</th>
<th>NAME</th>
<th>MEMBER/ ALTERNATE</th>
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<td>Hon. Terry Sinnott, Chair</td>
<td>Member</td>
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<td></td>
<td>Hon. Tony Kranz</td>
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<td>Hon. Steve Vaus, Vice Chair</td>
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<td>Hon. Amanda Rigby</td>
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<td>City of San Diego</td>
<td>Hon. Myrtle Cole</td>
<td>Member</td>
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<td>Hon. Lorie Zapf</td>
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<td>County of San Diego</td>
<td>Supervisor Greg Cox</td>
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<td>Supervisor Dianne Jacob</td>
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<td>Hon. Bill Wells</td>
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<td>Hon. Jennifer Mendoza</td>
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<td>Hon. Alejandra Sotelo-Solis</td>
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<td>Hon. Brian P. Bilbray</td>
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<td>Chief Jim Redman</td>
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<td>Chief Manuel Rodriguez</td>
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<td>Chief Craig Carter</td>
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<td>Regional Fire/Emergency Medical Services</td>
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<td>San Diego County District Attorney</td>
<td>Bonnie Dumanis</td>
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<td>Mack Jenkins</td>
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<td>Joseph Stuyvesant</td>
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<td>Laura Duffy</td>
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<td>Jaime Becerra</td>
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<td>Southern CA Tribal Chairmen’s Association (SCTCA)</td>
<td>Eric LaChappa</td>
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<td>Lea Arviso</td>
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<td>Assistant Chief Bob Ghiglieri</td>
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REPORT FROM CHIEFS’/SHERIFF’S MANAGEMENT COMMITTEE

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, September 2, 2015, Draft Meeting Minutes

Key Staff Contact: Pam Scanlon, (619) 699-6971, pam.scanlon@sandag.org
San Diego Association of Governments

CHIEFS’/SHERIFF’S MANAGEMENT COMMITTEE

October 7, 2015

AGENDA ITEM NO.: 1

Action Requested: APPROVE

SEPTEMBER 2, 2015, MEETING MINUTES

The meeting of the Chief’s/Sheriff’s Management Committee was called to order by Chief Manuel Rodriguez (National City Police Department) filling in for Chief Jim Redman (El Cajon Police Department) at 9:45 a.m. A quorum was present. See attendance sheet on last page.

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

Action: Upon a motion by Chief Frank McCoy (Oceanside Police Department), and a second by Chief Adolfo Gonzales (San Diego District Attorney’s Office), the minutes of the July 1, 2015, meeting were approved. Yes – Interim Chief Neil Gallucci (Carlsbad Police Department), Chief Jon Froomin (Coronado Police Department), Captain Jeff Davis (El Cajon Police Department), Chief Craig Carter (Escondido Police Department), Captain David Bond (La Mesa Police Department), Chief Rodriguez, Chief McCoy, Chief Gonzales, Acting Chief Mark Stainbrook (San Diego Harbor Police Department), Assistant Chief Al Guaderrama (San Diego Police Department), and Commander Mike Barnett (San Diego Sheriff’s Department). No – None. Abstain – None. Absent - Chula Vista Police Department.

2. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

There were no public comments.

REPORTS

3. PUBLIC SAFETY COMMITTEE UPDATE (INFORMATION)

Pam Scanlon (Director, Automated Regional Justice Information System [ARJIS]) reported the Public Safety Committee (PSC) met on Friday, July 17, 2015. Agenda items included: 1) approval to accept multi-year funding of $126,609 for the Juvenile Mentally Ill Offender Evaluation in which SANDAG will be a research partner on a state grant for the County of San Diego Public Safety Group and Probation Department; 2) update on the draft ARJIS Data Sharing Memorandum of Understanding; 3) San Diego Police Department (SDPD) presented an overview of a partnership between the SDPD and Nextdoor.com; and 4) ARJIS presented an overview of the Regional Mapping Dashboard. The next meeting of the PSC is scheduled for Friday, September 18, 2015, at 1:00 p.m.

Action: This agenda item was presented for information.
4. SAN DIEGO REGIONAL PUBLIC SAFETY GEODATABASE PROGRAM (INFORMATION)

Katie Mugg (ARJIS) and Jeff Ledbetter (San Diego Regional Public Safety Geodatabase Program) provided an overview of SanMAPS. SanMAPS is an online regional Public Safety and Emergency Management Geographic Information System (GIS) Data Sharing Library. By utilizing the services that SanMAPS provides, ARJIS has been able to incorporate operational mapping layers such as critical infrastructure, in the Regional Dashboard application. ARJIS will be hiring a full time trainer by the end of the year and this person will be able to visit the police departments to provide training for analysts on this application. In regards to Computer-Aided Dispatch (CAD) data, ARJIS will be reaching out to those agencies who are interested in developing interfaces. ARJIS is collaborating with the Business Working Group (BWG) regarding standard regional CAD data codes. ARJIS will bring an update to the Management Committee on the mobile program by the end of this calendar year.

Action: This agenda item was presented for information.

5. REGIONAL COLLABORATION INITIATIVES (DISCUSSION/POSSIBLE ACTION)

Ms. Scanlon, Lloyd Muenzer (ARJIS), Lieutenant Roy Frank (San Diego Sheriff’s Office), and Stan Smith (Border Patrol) provided an update of the Palantir project. There are 20 plus users spread out among the agencies county-wide. Ms. Scanlon noted this was a regional effort with a task force from the BWG. This project will have auditing capabilities and be able to provide metrics. The San Diego Sheriff’s Department is supporting the project with an application to California Department of Justice for an Originating Agency Identifier. Once the users have used the application for a while and the performance has been monitored, more users will be added.

Action: This agenda item was presented for discussion/possible action.

6. MID-YEAR CRIME STATISTICS FOR THE SAN DIEGO REGION (INFORMATION)

Dr. Cynthia Burke (Director, Applied Policy/Criminal Justice Research) gave a PowerPoint presentation on Mid-Year Crime Statistics for the San Diego Region. She announced that the Mid-Year Crime Bulletin would be sent by September 9. This presentation will be given at the Public Safety Committee meeting on September 18, 2015. Dr. Burke stated it is too early to tell the impact of the new rape definition on violent and other associated crimes. Some aggravated assaults are now rapes and some Part II crimes are now Part I crimes. Dr. Burke advised that comparisons of 2015 rapes and violent crime should not be made to previous years. Dr. Burke advised the members to contact her if they have suggestions on future statistics that might help them in their job. One suggestion was mental health needs. Mental health issues and needs seem to be growing. Chief Froomin stated it would be nice to be able to identify mental health issues earlier - perhaps in high school or pre-high school.

Action: This agenda item was presented for information.

7. UPDATE FROM THE BUSINESS COMMITTEE (INFORMATION)

The next BWG meeting is scheduled for Tuesday, September 15, 2015, at the Escondido Police Department.

Action: This agenda item was presented for information.
8. UP COMING MEETINGS (INFORMATION)

The next meeting of the Chiefs'/Sheriff’s Management Committee is scheduled for Wednesday, October 7, 2015, at 9:45 a.m., at the Sheraton Four Points.

Action: This agenda item was presented for information.

9. ADJOURNMENT (INFORMATION)

The meeting was adjourned at 10:37 a.m. by Chair Rodriguez.
### San Diego Association of Governments

**ARJIS CHIEFS'/SHERIFF'S MANAGEMENT COMMITTEE ATTENDANCE – September 2, 2015**

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<td>CARLSBAD POLICE DEPARTMENT</td>
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<td>ARJIS</td>
<td>ARJIS DIRECTOR PAM SCANLON</td>
<td>YES</td>
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<td>SANDAG</td>
<td>CRIMINAL JUSTICE RESEARCH DIRECTOR CYNTHIA BURKE</td>
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**Guests:** Jeff Ledbetter (SanMAPS), Barbara Jean Harris, Katie Mugg, Lloyd Muenzer (ARJIS staff); Leslie Gardner, LECC; Stan Smith (Border Patrol); Roy Frank (Sheriff's Department); Sam Georges (DA's office)
Introduction

In 2010, SANDAG partnered with San Diego Youth Services (SDYS) to evaluate a cross-site project carried out in this region by SDYS that is intended to reduce teen pregnancy rates nationwide by incorporating curriculum into existing prevention programs targeting youth who are either involved in or at-risk of entering the juvenile justice system. SDYS and SANDAG have been notified that the effort has been funded for up to another five years.

Discussion

As the existing evaluation partner for the CAT Plus program, SANDAG was asked to support the research requirements of the national effort and inform local schools, community organizations, and the County Probation Department of any changes in risky behavior associated with these additional services.

In July 2015, SDYS was awarded additional funding from the Office of Adolescent Health to continue their current teen pregnancy prevention efforts beyond the current end date of August 31, 2015. As part of this ongoing project, SDYS will continue to provide oversight for the effort, implement regular training activities, and coordinate with the project partners and the funder. SANDAG, in turn, will coordinate with the project staff, conduct an outcomes measures evaluation of the program curricula that includes administering surveys and cleaning and analyzing outcome data, and work with the federal partners to prepare research summaries.

KURT KRONINGER
Director, Technical Services

Attachment: 1. Work Element 23512.00 CAT Plus Evaluation

Key Staff Contact: Cynthia Burke, Ph.D., (619)699-1910, cindy.burke@sandag.org

Recommendation

The Public Safety Committee is asked to approve an amendment to the FY 2016 Program Budget to accept $75,000 in funding for the current fiscal year.
WORK ELEMENT: 23512.00  CJ - Community Assessment Team Plus

FY 2016 BUDGET: $76,126 $151,126

AREA OF EMPHASIS: Modeling and Research

Amendment Title: Additional funding of $75,000

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<td>$1,436,344</td>
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OBJECTIVE
The Objective for this project is captured in the Group Program For Juvenile Justice Projects (WE No. 23500).

PREVIOUS ACCOMPLISHMENTS
ARD has been the research partner with San Diego Youth Services' implementation of the Office of Adolescent Health's Teen Pregnancy Prevention Program. FY 2016 marks the fifth year and final year of the project.

Project Manager: Burke, Cynthia
Committee(s): Public Safety Committee
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Explanatory Note: Additional $75,000 in funding received for FY 2016.
AUTOMATED REGIONAL JUSTICE INFORMATION
SYSTEM DATA SHARING MEMORANDUM OF UNDERSTANDING

File Number 7350100

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 and July 2015 meetings. At the time of posting this agenda, discussions were ongoing to resolve some remaining issues a few of the Contributing Member Agencies (CMAs) have with language in the draft MOU. Staff will provide an overview of these issues. The Public Safety Committee is asked to provide input to staff on how to proceed with negotiations, with the goal of bringing back an item for action at the October 16, 2015, Public Safety Committee meeting and being able to fully execute the MOU by December 31, 2015.

Discussion

The draft MOU was distributed to the CMAs, the law enforcement agencies that provide law enforcement incident data to ARJIS for sharing purposes, in May for review and comment. At the July 17, 2015, Public Safety Committee meeting, a status update was provided including recommended changes from several of the CMAs. Since then, CMAs (City of San Diego, City of National City, and County of San Diego) that had not provided input prior to the July meeting have proposed additional revisions. Some of the changes from the City of San Diego do not fundamentally change the intent of the MOU and are included in tracked changes in the version of the draft MOU attached to this report. Other changes proposed, however, for which a compromise was not reached, are summarized as follows:

- Section III(H) – Proposal is to change and remove language in this section such that SANDAG-ARJIS is obligated to respond to requests for records created by the CMAs and follow direction from the CMAs on how to respond to a requester or court on a public records request.
- Section VIII(B)(2) – Proposal is to change and remove language in this section such that SANDAG-ARJIS is responsible for covering the costs of responding to public records requests and court proceedings involving those records.
- Section VIII(B)(4) – Proposal is to delete language in this section so that the CMAs and Participating Member Agencies (PMAs) are not liable for defense and indemnification of SANDAG-ARJIS when SANDAG-ARJIS:
  - Is sued based on its relationship under the MOU with the CMAs or the PMAs;
  - Is sued due to its possession or use of records owned or originated by one or more CMAs or PMAs; or
  - The conduct SANDAG-ARJIS is accused of was in fact the conduct of one or more of the CMAs or PMAs.
At the time of this report writing, discussions were ongoing to resolve these CMA concerns with the draft MOU, but staff was unable to arrive at a compromise for the proposed changes since they are fundamentally at odds with some of the purposes of the MOU from the standpoint of the SANDAG Board of Directors. The SANDAG Board of Directors’ purposes for the MOU include clarifying that SANDAG-ARJIS does not own records created by the CMAs and clarification that SANDAG-ARJIS will not be responsible for decisions on responding to requests for records of the CMAs nor for covering the costs associated with costs or litigation stemming from the SANDAG-ARJIS role as a holder of data owned by the CMAs. These goals are consistent with language in Section 18b of the ARJIS Joint Powers Agreement (JPA), which states:

All intellectual property owned by the ARJIS as of the effective date of this Agreement (pursuant to Section 15 herein) including, but not limited to, electronic data, shall remain the property of the ARJIS. If pursuant to agreement, the ARJIS serves as a 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.

An agreement by ARJIS to serve as a custodian of data such as that referenced in the JPA has never been executed by the parties. Any additional discussions with the CMAs occurring after this report is posted will be presented at the Public Safety Committee meeting. The Public Safety Committee is asked to discuss the issues and direct staff accordingly.

KURT KRONINGER
Director of Technical Services

Attachments: 1. Draft ARJIS Data Sharing MOU showing proposed changes

Key Staff Contact: Pam Scanlon, (619) 699-6971, pam.scanlon@sandag.org
MEMORANDUM OF UNDERSTANDING AMONG SANDEAG-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:

RECITALS

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.

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.
3. 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’, 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. 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-SANDAG Records"). SANDAG-ARJIS does retain Non-SANDAG 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-SANDAG 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 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-SANDAG 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 on 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-SANDAG Records.

3. If SANDAG-ARJIS does not release some or all of the Non-SANDAG Records and 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 its ACC or 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, detailers, 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, and with input from the subject CMA or PMA, 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 by their member agency.

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, their agents, officers or employees in the performance of this MOU, and all expenses of investigating and defending against same, provided, however, that a CMA or PMA’s duty to indemnify and hold harmless shall not include any claim or liability arising from the established sole negligence or willful misconduct of SANDAG-ARJIS, its agents, officers or employees. 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, its agents, officers or employees in the performance of this MOU, and all expenses of investigating and defending against same with the limitations described in subsection B(4), provided, however, that SANDAG-ARJIS’s duty to indemnify and hold harmless shall not include any claim or liability arising from the established sole negligence or willful misconduct of CMAs or PMAs, or their agents, officers or employees. 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 ARJIS Enterprise System 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 Agreement, 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.

E.F. 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 termination.

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

Julie Wiley, Special Counsel
SANDAG-ARJIS
City of Carlsbad

Title:  City of Carlsbad

City Attorney  City of Carlsbad

City of Coronado

Title:  City of Coronado

City Attorney  City of Coronado

City of Chula Vista

Title:  City of Chula Vista

City Attorney  City of Chula Vista

City of El Cajon

Title:  City of El Cajon

City Attorney  City of El Cajon
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City of San Diego

Title:  
City of San Diego

Date

City Attorney  
City of San Diego

Date

PMA signature pages to follow...
MID-CITY CAN & NCRC
RESTORATIVE COMMUNITY CONFERENCING

- Mid-City CAN
- NCRC
- Probation
- District Attorney
- Public Defender
BENEFITS FOR YOUTH

- Problem Solving, Empathy
- Understanding Harm Done
- Understanding Those Affected
- Accountability To Person Harmed
- Accountability To Community
- Responsibility to Repair Harm
- Charges Dismissed
- Resources
COMMUNITY PLANNING MEETINGS

- City Heights Residents
- Peace Promotion Momentum Team
- Probation
- District Attorney
- Public Defender
NCRC SELECTED AS PROVIDER

- Community Conferencing
- Monthly Pilot Meeting
- Steering Committee
RESTORATIVE COMMUNITY CONFERENCING

- Repair Harm
- Trained Mediators
- Both Victim & Offender Must Agree to Participate
- Community Partners Involved in Circle
RESTORATIVE JUSTICE

Victim reparation
- victim support circles
- victim services
- crime compensation
- victim restitution
- victim-offender mediation

Communities of care reconciliation
- offender family services
- family-centered social work
- victimless conferences
- positive discipline
- therapeutic communities

Offender responsibility
- related community service
- reparative boards
- youth aid panels
- victim sensitivity training

Fully restorative
Mostly restorative
Partly restorative
Restorative Justice

1. Referral
   - Youth talk
   - Victim talk

2. Youth prep
   - Victim prep
   - Community prep

3. Joint conference
   - Plan completion
   - Closing

4. Evaluation
   - Reflection
   - Reporting
FIRST YEAR STATISTICS

- 46 Referrals
  - 11 Screened Out
  - 24 Reached Agreement on Plan
  - 73% Convening Rate
  - 100% Agreement Rate
  - 94% Compliance Rate
What Information is Presented?

- Annualized crime rates per 1,000 population and mid-year numbers of reported crimes
- Region and jurisdictions
- FBI Index or Part I crimes
What is Different This Year?

In 2015, California law enforcement agencies began to use the new and broader UCR definition of rape. Therefore, some aggravated assaults are now rapes and some Part II crimes are now Part I.

As a result, comparisons across time for rape and violent crime should not be made.
During the First Half of 2015, There Was a Weekly Average of:

**VIOLENT**
- 1.7 homicides
- 20 rapes
- 51 robberies
- 132 aggravated assaults

**PROPERTY**
- 184 motor vehicle thefts
- 193 burglaries
- 794 larcenies
Homicide Motives Varied Somewhat from 2014 to 2015

- **Argument**: 45% (2014), 44% (2015)
- **Domestic Violence**: 18% (2014), 35% (2015)
- **Gang**: 27% (2014), 15% (2015)
- **Other**: 9% (2014), 6% (2015)
Rape Numbers Up 45% With New Definition

- Part II: 72%
- Agg Assault: 28%
2015 Annualized Property Crime Rate For Second Year After Two Increases

Regional Property Crime Rate Per 1,000

- 2005: 32.78
- 2006: 31.2
- 2007: 30.46
- 2008: 27.96
- 2009: 22.98
- 2010: 19.89
- 2011: 21.49
- 2012: 22.20
- 2013: 19.21
- 2014: 19.06
- 2015: 19.21
But Last Year’s Decreases in Property Crime Slowed

Percent Change in Number of Crimes

- Overall Property: -1%
- Burglary: -13%
- Larceny: 4%
- MV Theft: -5%
Variation in One Year Changes Across Larceny Types

- Purse Snatch: 13%
- Shoplift: 1%
- From MV: 1%
- MV Parts: 15%
- Bikes: 6%
- Buildings: 7%
- Other: 2%
Comparison of City of Los Angeles to San Diego County

- Homicide: Los Angeles 10% (San Diego 7%)
- Robbery: Los Angeles 17% (San Diego 1%)
- Burglary: Los Angeles 16% (San Diego 4%)
- Larceny: Los Angeles 9% (San Diego 4%)
- MV Theft: Los Angeles 14% (San Diego 5%)

Los Angeles San Diego
Criminal Justice Research Division

www.sandag.org/cj