



AGENDA REPORT

Meeting Date: August 19, 2014

Item Number: D-17

To: Honorable Mayor & City Council

From: David Snowden, Chief of Police

Subject: A. APPROVE A MEMORANDUM OF AGREEMENT FOR THE CITY OF BEVERLY HILLS TO JOIN THE WESTSIDE REGIONAL CRIME ANALYSIS AND DATA SHARING PROJECT;

B. APPROVE AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE OMEGA GROUP, INC. IN CONNECTION WITH THE CULVER CITY WESTSIDE DATA SHARING AND CRIME MAPPING PROJECT.

Attachments: 1. Memorandum of Agreement
2. Agreement

RECOMMENDATION

Staff recommends that the City Council move to authorize the Chief of Police to execute a Memorandum of Agreement ("MOA") for the City to join the Westside Regional Crime Analysis and Data Sharing Project and execute an Agreement between the City of Beverly Hills and The Omega Group ,Inc. in connection with the Culver City Westside Regional Data Sharing and Crime Mapping Project.

INTRODUCTION

As part of a continuing effort to work with our neighboring cities, the City of Beverly Hills seeks to join the Westside Regional Crime Analysis and Data Sharing Project, which includes the law enforcement agencies serving the communities of Culver City, Beverly Hills, Inglewood, Los Angeles (Pacific and Wilshire Divisions of the Los Angeles Police Department), Marina Del Rey (Marina Del Rey Station of the Los Angeles County Sheriff's Department), and Santa Monica. The Culver City Police Department has obtained grant funding under the Urban Area Security Initiative ("UASI") Grant Program for this 2-year project and will be the lead coordinating agency.

The goal of this project is to share crime statistics with regional law enforcement agencies in near real time. Culver City selected The Omega Group, Inc. as the vendor to provide their proprietary CrimeView application.

DISCUSSION

The CrimeView application organizes information from multiple databases into a single dashboard that provides an instant snapshot of current regional crime activity. As the data is extracted from the participating agencies and properly geocoded to the respective agencies, CrimeView will identify the crimes and data (from each agency) that share commonalities. The intended benefits of sharing crime and rated information is that the City will be able to augment its examination of criminal activity through enhanced comparative analysis and investigation. CrimeView allows users to identify common factors and relationships through cooperative shared data access across participating Westside regional agencies.

The Police Department sought input from Information Technology for the technical aspects of implementation of CrimeView, and there should be minimal requirements for IT staff during the implementation phase and for ongoing local administration of the system. Staff from the Police Department's Criminal Intelligence Unit will administer this program for the City.

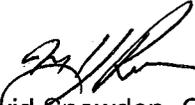
The MOA for the City to join the Westside Regional Crime Analysis and Data Sharing Project requires mutual indemnification of all participant cities. Consequently, the City Attorney's Office recommended that this item be brought to the Council for approval.

Additionally, in efforts to minimize the City's liability, the City Attorney's Office and Risk Management recommended that the City enter into a separate agreement with The Omega Group to provide the City with indemnification and insurance in line with the City's standard requirements.

FISCAL IMPACT

Culver City has secured grant funding for the first two years of the project. Should Beverly Hills decide to continue with the project after the initial 2-year project period, the estimated annual fee for CrimeView is \$3,000. The City will not be liable for any costs if it decides to withdraw from this project after the two year period.

Don Rhoads 
Finance Approval


David Snowden, Chief of Police

Approved By
MARK H. ROSEN
FOR CHIEF SNOWDEN

Attachment 1

- I. Mission**
 - a. Establish a crime mapping and data sharing resource primarily focused on the regional needs of Westside agencies
 - i. Investigative support
 - ii. Relevant and timely comparative analysis between agencies
 - iii. Statistical Data
 - b. Efficient data sharing via RMS and CAD (as appropriate)
 1. In-station computer
 2. Mobile computer
 3. Smart device
 - c. Comprehensive and sensible utilization of sophisticated tools and technologies to simplify data analysis processes and improve investigative effectiveness

- II. Project Research Initiated -- Fall 2011**
 - a. CCPD Lead Administering Agency
 - b. Participating agencies maintain their own local data and share as appropriate
 - i. LAPD (Pacific / Wilshire)
 - ii. LASD (Marina)
 - iii. Beverly Hills
 - iv. Santa Monica
 - v. Inglewood
 - vi. Gardena (now aligned with South Bay Crime Analysis / Mapping group)

- III. Omega Group, Inc. (San Diego, Ca.) Selected as Vendor of Choice -- Fall 2013**
 - a. Crime View **web** application for streamlined analysis and data sharing
 - b. Crime View **desktop** (optional) for detailed backend analysis

- IV. Grant Funding Secured via CCPD – Beyond 2015 agencies must:**
 - a. Secure individual on-going support agreements with Omega Group **OR**
 - b. Jointly or individually establish other methods (TBD) **OR**
 - c. Discontinue participation (See proposed MOU Agreement for details)

- V. Memorandum of Agreement**
 - a. Provides formal framework for project
 - b. Addresses liability concerns
 - c. Provides operational guidelines
 - d. Grant related needs

MEMORANDUM OF AGREEMENT

BETWEEN PARTICIPATING AGENCIES FOR SHARING LAW ENFORCEMENT INFORMATION

Westside Regionalized Data Sharing and Crime Mapping Project

Culver City Police Department
Santa Monica Police Department
Los Angeles Police Department
Inglewood Police Department
Los Angeles County Sheriff's Department
Beverly Hills Police Department

I. OVERVIEW

- a. **Background:** The Westside Regional Crime Analysis and Data Sharing Project ("Westside Regional Project" or "WRP") was initiated in fall 2011 by the Culver City Police Department. The mission of this project is to provide Westside agencies with a simplified method of automating the process of sharing crime, data analysis and related information, via geographic information systems (GIS) based technologies. Culver City Police Department serving as lead project coordinating agency, secured grant funding for the first and second years of project life. The Omega Group, Inc., of San Diego, California was selected as the vendor of choice to provide their flagship product, CrimeView, as the primary technology for the Westside Regional Project. The sharing of information shall be achieved through the CrimeView system. CrimeView is a multi-faceted, Internet oriented data aggregation, analysis, and GIS presentation software suite widely used within the law enforcement community. The Omega Group shall install and maintain CrimeView.
- b. **Intended Benefits:** By sharing crime and related information, participating agencies ("Agencies" or "Agency") will be able to augment their examination of criminal activity and responses to crime through enhanced comparative analysis and investigation. Crime View provides sophisticated analytical tools that will allow authorized users to identify common factors and relationships through cooperative shared data access across participating Westside regional agencies.
- c. **Purpose:** The purpose of this agreement ("Agreement") is to outline the conditions under which the Agencies will share and use information aggregated within regionally shared CrimeView data repository. By signing this Agreement, Agencies, as well as individuals who operate or use CrimeView within this context, agree to adhere to the guidelines specified in this Agreement.

- d. Agency Participation: Each participating Agency will proactively cooperate with other participating Agencies, the Contractor, and its own systems vendors and or maintenance contractors to facilitate:
 - i. Network access and connectivity
 - ii. Data extracts for engineering and testing purposes
 - iii. Production extracts for sharing
 - iv. Required modification to their source systems to facilitate interoperation
 - v. Timely review and approval of design documents and test results
- e. Agency Software Licensing Period: Each participating Agency will receive licensing from The Omega Group as members of the Westside Regional Project via the Culver City Police Department, authorizing use of CrimeView for this purpose. The licensing period is from March 1, 2014 thru March 1, 2016. Each Agency is individually responsible for any and all fees necessary to continue licensed use of CrimeView beyond Agreement licensing term for this purpose. Preexisting license agreements between Agencies and The Omega Group for use of the CrimeView system remain enforced and are not impacted by the terms of this Agreement.
- f. Agency Withdrawal: An Agency may withdraw from participation in the Westside Regional Project at any time by providing a written notice to the Culver City Police Department 30-days prior to withdrawing.

II. AUTHORIZED RELEASE OF INFORMATION

- a. Sharing of Information: Each Agency authorizes the release of information residing in its records management and computer-aided dispatch system, where applicable, to all participants within the Westside Regional Project as permitted by law. **Each Agency authorizes The Omega Group to access, process and aggregate data contained within Agency records management systems, as deemed appropriate by Agency, and to establish and execute procedures to facilitate the sharing of information within CrimeView for these purposes. (See Attachments "A" and "B" for data field requirements.)** It is the responsibility of each Agency to specify which data to share, as well as any special requirements that may apply to certain kinds of information. An Agency that does not want certain data made available from its records management systems to the Omega Group is responsible for ensuring that the data is not included in data transfers to The Omega Group.

California law prohibits the release of victim information in specific sex related crimes, sealed juvenile records, and the release of summary criminal history to unauthorized persons.

- b. Limitation on Information Sharing: Information contributed by each Agency shall only be shared with or released to those Agencies that have entered into this Agreement. Only authorized Agency employees who have an approved login and password ("Authorized Users") will be allowed to access or use the information in the CrimeView system.

- c. Liability: Each Agency is solely responsible for any and all liability, claim, administrative proceedings, losses, expenses and any injury, including death or damage of any kind whatsoever, whether actual, alleged or threatened, including actual attorney fees, court costs, interest, defense costs and expenses associated there within including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of Agency's use of the CrimeView system and/or its performance under this Agreement.
- d. Indemnification: Each Agency executing this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the Agency parties hereto, as between themselves, pursuant to authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each Agency shall indemnify, hold harmless, and defend each other, and the officers, agents and employees of each other, from and against any and all liability, claims, administrative proceedings, losses, expenses, or any injury, including death, or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorneys fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in Agreement, including the use of or alleged or actual misuse of the CrimeView system by the Agency and its employees. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set for the herein. Each Agency executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.
- e. Internal Audit: Each Agency shall name a Systems Administrator who shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes.

III. INFORMATION OWNERSHIP

- a. Ownership: Each Agency retains control of all information it provides though CrimeView. Each Agency is responsible for creating, updating, and deleting records in its own records management system or database according to its own policies. Each Agency shall use its best efforts to insure the completeness and accuracy of its source data.
- b. Unauthorized Requests: Requests for information in CrimeView that is not authorized for viewing will be referred to the Agency that authored or originated the requested information ("Source Agency")
- c. Prohibition Against Release of Information: No Agency nor Authorized User shall release or make available any information it has accessed to any person or entity not authorized to access the CrimeView system, or to any third party without the prior written approval of the Source Agency or as required by law.

- d. Public Records Requests, Subpoenas and Court Orders: Any Agency receiving a public records request, subpoena, or court order ("Legal Request") for information in CrimeView authored by or originated by another Agency shall immediately provide a copy of the Legal Request to the Agency that is the subject of the Legal Request.

IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- a. Accuracy of Information: Agencies agree that the data maintained in CrimeView consists of information assumed to be accurate. Agencies will participate in several testing sessions to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency requesting or using data to confirm the accuracy of the information with the Source Agency before taking enforcement-related action.
- b. Timeliness of Information: Each Agency shall determine the frequency its data will be refreshed in CrimeView. In addition, each Agency has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in CrimeView on a real-time basis, Agencies recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule shall be published by each Systems Administrator to enable a user to determine the potential timeliness of each Agency's data.
- c. Hold Harmless: To the extent permitted by law, Agencies agree to hold Source Agencies harmless for any information in CrimeView, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

V. USER ACCESS

- a. Login: Each Agency agrees that all Authorized Users shall be current employees and be authorized to review criminal history data for legitimate law enforcement purposes. The Agency Systems Administrator and Agency Supervisor shall have discretion to deny or revoke individual access.
- b. Intended Use: Each Authorized User agrees that CrimeView, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the mission of the Westside Regional Project. Authorized Users acknowledge that the information within CrimeView will be shared and used for authorized purposes only as permitted by law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.

- c. Limitations on Use of Logins: An Authorized User may not access CrimeView by using a name or password that was assigned to another user. An Authorized user cannot give his or her password to another person, including another user's, to access the system.
- d. Termination of Logins: Each Agency Systems Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, fail to meet the requirements of the Agreement, or are denied access by the Agency Systems Administrator for any other reason.

VI. CONFIDENTIALITY OF INFORMATION

- a. Information Confidentiality: Information in CrimeView is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and user the information in CrimeView. The information will otherwise be kept confidential.
- b. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in CrimeView shall not release that information, but may refer the requestor to the Source Agency.

VII. AGREEMENT TERMS

- a. Term: This agreement will commence on the date that it is adopted by the first Westside Regional Project participating Agency, and shall last until the last Agency withdraws, pursuant to section I. of this agreement.
- b. Changes to Agreement: Additional law enforcement agencies may be added to the Westside Regional Project by signing an amended copy of the Agreement, accepting its terms and conditions, and obtaining an approval from the lead project coordinating Agency.
- c. Supplemental Policies: An Agency may add individual guidelines for its own computers or networks providing they do not conflict with provisions of this agreement.
- d. Sanctions for Non-Compliance: Any Agency that violates the guidelines of this Agreement may be removed from the CrimeView system.

VIII. SIGN-OFF ON EXECUTION OF AGREEMENT

By executing this agreement, each Agency acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. This Memorandum of Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute the same instrument. A complete original will be kept on file with the Culver City Clerk. For all other purposes, facsimile signatures are acceptable as originals.

**Westside Regional Crime Analysis and Data Sharing Project
Memorandum of Agreement**

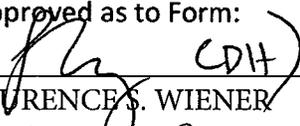
City of Beverly Hills, California



DAVID SNOWDEN *MARC H. ROSEN
FOR CHIEF SNOWDEN*
Chief of Police

8/12/14

Date

Approved as to Form:


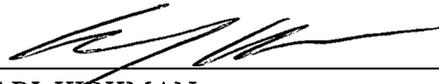
LAURENCE S. WIENER
City Attorney

8/12/14

Date



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

Attachment 2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
THE OMEGA GROUP, INC. IN CONNECTION WITH THE
CULVER CITY WESTSIDE DATA SHARING AND CRIME
MAPPING PROJECT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and The Omega Group, Inc. (hereinafter called "Consultant").

RECITALS

A. City has entered into a Memorandum of Agreement for data sharing and crime mapping ("Memorandum of Agreement") between various public agencies including Culver City, Santa Monica, Los Angeles, Inglewood, and Los Angeles County ("Westside Data Sharing Project"). Consultant was selected to provide CrimeView software as the primary technology for the Westside Data Sharing Project.

B. In conjunction with the Westside Data Sharing Project, Culver City and Consultant entered into an agreement on January 18, 2014, entitled Culver City PD CrimeView Desktop-Multi-Regional, Culver City in which Consultant agrees to provide CrimeView Desktop software and licenses and to extend these goods and services to City and the other participating cities under the Memorandum of Agreement.

C. City desires to enter into this indemnification and disclosure agreement in connection with City's use of Consultant's CrimeView Desktop software and licenses for the Westside Data Sharing Project.

NOW, THEREFORE, the parties agree as follows:

Section 1. Indemnification. Consultant agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any person employed by Consultant in the performance of this Agreement.

Section 2. Confidentiality. The parties agree not to disclose to any third party any proprietary information disclosed to it by the other party without the prior written consent of such disclosing party to the extent authorized by law. The parties further agree to take the same care with the proprietary information as it does with its own, but in no event with less than a reasonable degree of care. This obligation of the parties shall survive beyond the effective termination date of this Agreement. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information independently developed or acquired by either party or its personnel without any reliance in any way on other protected information of the other party (4) information approved for the use and disclosure of either party or its personnel without restriction; or (5) information or records required to be disclosed under the California Public Records Act, other applicable law or order of the court.

Section 3. Insurance. Consultant personnel will perform work at City's premises, Consultant shall comply with City's insurance requirements including maintenance of comprehensive general liability insurance, including broad form property damage coverage, with limits of at least \$2 million combined single limit for personal injury and property damage for each occurrence. Consultant shall provide City with evidence satisfactory to City of such insurance.

Section 4. Miscellaneous.

(a) Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California.

(b) Notices. Any notices to be given hereunder by either party to the other may be effected either by email, personal delivery in writing or by first class mail. Mailed notices shall be addressed as listed below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

City of Beverly Hills
Police Department
464 N. Rexford Drive
Beverly Hills, CA. 90210

Attn: Accounts Receivable
The Omega Group
5160 Carroll Canyon Road, 1st Floor
San Diego, CA 92121

(c) Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Consultant for City and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding, Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

(d) Severability. If any of the provisions of this Agreement are ruled illegal, invalid or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this Agreement shall continue to be in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

California. EXECUTED the ____ day of _____ 201____, at Beverly Hills,

CITY OF BEVERLY HILLS
A Municipal Corporation

DAVID SNOWDEN
Chief of Police

CONSULTANT: OMEGA GROUP, INC.

MILAN MEULLER
President

STEPHANIE FIMBRES
Controller

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

KARL KIRKMAN
Risk Manager