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OAKLAND

2018 MAY 31 PM 5: 17

# AGENDA REPORT

**TO:** Sabrina B. Landreth  
City Administrator

**FROM:** Anne E. Kirkpatrick  
Chief of Police

**SUBJECT:** Alameda Sheriff CRIMS Database MOU **DATE:** May 3, 2018

City Administrator  
Approval

Date

5/31/18

## RECOMMENDATION

**Staff Recommends That The City Council Approve A Resolution Authorizing The City Administrator Or Designee To Enter Into A Memorandum Of Understanding (MOU) Between The Oakland Police Department (OPD) And The Alameda County Sheriff's Office (ACSO) And Eighteen Other Alameda County Justice System Agencies To Establish Clear Guidelines For Use Of The Consolidated Records Information Management System (CRIMS) Which Facilitates Sharing Of Information Contained In Each Agency's Records Management System.**

## EXECUTIVE SUMMARY

Approval of the resolution accompanying this report will allow OPD and ACSO to sign an MOU for use of the CRIMS system. CRIMS is a countywide intranet browser based software application that replaces the 43-year old Criminal Oriented Public Records Production Unified System (CORPUS)<sup>1</sup> system, as the portal for sharing information among law enforcement and justice system partners in Alameda County. The system is owned by Alameda County and ACSO and managed by the Alameda County Information Technology Department.

## BACKGROUND AND LEGISLATIVE HISTORY

OPD currently shares and receives criminal justice information with other Alameda County justice system agencies (police departments, the Alameda County Probation Department, the Alameda County Office of the District Attorney, ACSO, and the Alameda County Superior Court) through CORPUS. CRIMS is a countywide intranet browser-based software application that replaces the 43-year old CORPUS as the portal for sharing information among law enforcement and justice system partners in Alameda County.

CRIMS software has been designed to promote inter-operability among a variety of criminal justice computer systems within and outside Alameda County. CRIMS can communicate with,

<sup>1</sup> A criminal oriented record system used to record, store and retrieve criminal justice histories of offenders

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and migrate data from OPD's Records Management System (RMS). The system also works with CORPUS, the Automated Warrant System (AWS), the Multi-agency Unified imaGing System (MUGS), the Enterprise Geographic Information System (EGIS), the Alameda County Assessor's Office, Alameda County Public Works and the California Department of Justice (CalDOJ).

The system is owned by Alameda County and ACSO and managed by the Alameda County Information Technology Department. ACSO is the steward of CRIMS. Individuals are booked into Alameda County jail if arrested for a crime in Alameda County. The booking data is then used by the Alameda County Superior Court during arraignment and later legal proceedings. Information made available by participating law enforcement agencies is transmitted through the existing Law Enforcement Network using CRIMS as the portal through which the information is accessed and shared. CRIMS also serves local law enforcement partners by making criminal justice information more readily available to the local justice partners, including patrol officers while on duty.

## **ANALYSIS AND POLICY ALTERNATIVES**

### ***Purpose and Value***

The City of Oakland has some of the highest crime rates – particularly violent crime rates – in the United States. OPD continues to be the most under-resourced large police department in the country. Access to CRIMS is invaluable in assisting OPD to address the tremendous amount of crime in Oakland and maximizing the limited resources within OPD. Access to information provided by other Alameda County law enforcement agencies (through CRIMS) is of immeasurable benefit because it ensures that justice-involved events and individuals are properly identified.

### ***CRIMS MOU***

The MOU provides clear guidelines between ACSO and OPD for the sharing of information contained in each agency's Records Management System. Article V, Section 504(I) of the Oakland City Charter requires that the City Council approve all intergovernmental actions and relationships such as this MOU between OPD, ACSO, and other participating agencies.

### ***Governance***

The CRIMS Criminal Justice Information and Management Systems Committee (CJIMS) is a committee appointed by the Alameda County Board of Supervisors with the authority to oversee all criminal justice information management systems including, but not limited to, CORPUS, CRIMS, AWS, MUGS, and DOJ access. The CJIMS Committee is co-chaired by the Alameda County District Attorney and the Alameda County Sheriff.

Each Member Agency agrees to obtain authority within its own agency to purchase any hardware and software required for its own server to implement the information sharing

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capabilities of CRIMS.<sup>2</sup> Each Member Agency shall be responsible for its own server and for all expenses incurred to maintain, upgrade and repair it.

The Member Agencies agree to maintain the confidentiality of all data and information gathered and stored in CRIMS pursuant to this Agreement, and to abide by all laws and regulations respecting the appropriate use of CRIMS data for law enforcement purposes only. Each Member Agency also agrees not to share or disclose any CRIMS data with anyone unless authorized by law, court order or as specified in this Agreement.

### **Oversight**

The CRIMS Information Technology (IT) Committee is composed of an IT representative from each Member Agency, to develop a Service Level Agreement (SLA) for addressing the system upgrade, system uptime, security, notification, data retention, and other related IT issues. The technology committee meets on a regular basis to discuss the CRIMS functions, features and enhancements. The committee also makes system design recommendations and works with the Alameda County Information Technology Department to develop these recommendations.

### **Access**

Although access to CRIMS information is intended primarily for member agencies officially participating through the MOU, limited access to CRIMS information may be granted to other agencies when appropriate and as permitted by law<sup>3</sup>. Requests for access are reviewed by a CJIMS Committee to include the Alameda County Sheriff, the Alameda County District Attorney, and the Alameda County Information Technology Department Manager. The CJIMS Committee determines the level of access that is legal and appropriate. Access requires the receiving agency to enter into a Confidentiality Agreement as a condition of accessing CRIMS information.

Each Member Agency agrees to share with other participating Agencies its eligible RMS data as deemed releasable by individual agency guidelines. This RMS data includes the following:

- Locations of events
- Dates and times of events
- Statutes associated with events
- Personal identifying information of event-involved individuals
- Vehicle information associated with events

Participating agencies currently unable to share their RMS data due to technological limitations agree to make efforts to upgrade their systems so that they can begin sharing their data with

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<sup>2</sup> OPD is currently already in the process of upgrading its computer assisted dispatch / record management system (CAD/RMS)

<sup>3</sup> Other police agencies may make requests for CRIMS data if they are conducting an investigation involving a suspect(s) that have committed crimes in other jurisdictions. Information may also be available to other to identify trends, patterns, violence, and safety concerns.

other Agencies promptly. Through the MOU, Alameda County will grant OPD (as well as other participating agencies) an agency-specific nontransferable license to use the CRIMS computer system and any attendant software or hardware during the term of participation. Alameda County warrants that the CRIMS system, and the equipment, software and hardware attendant to CRIMS, meets all standard specifications respecting good functional, performance, and reliability standards.

### ***Hold Harmless Agreement***

The CRIMS MOU will stipulate that to the fullest extent permitted by law, each party, such as OPD, "shall hold harmless, defend and indemnify the other parties, from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of their respective Department or Agency) or damage of any property which arises out of or is in any way connected with any negligent act or omission or willful misconduct of that party relating to this Memorandum of Understanding."

### ***Withdrawal from Participation***

Any Member Agency such as OPD may withdraw from the MOU with 60-days written notice to all Member Agencies. RMS data provided by a withdrawing Member Agency will be retained in the CRIMS server unless the withdrawing Member Agency specifically requests in writing that the data be removed. Information removed from CRIMS under these circumstances will no longer be shared with Member Agencies and will no longer remain the responsibility of Alameda County for purposes of retention and disclosure responsibilities.

A Member Agency upon withdrawing is responsible for removing the CRIMS software application from their computer systems and must discontinue any use of CRIMS. A withdrawing Member Agency may retain and is responsible for any and all data obtained through CRIMS up to the date of withdrawal.

### **PUBLIC OUTREACH / INTEREST**

No outreach was deemed necessary for this report beyond the standard City Council agenda noticing procedures.

### **COORDINATION**

OPD consulted with the Budget Bureau and the Office of the City Attorney in the development of this report and accompanying resolution.

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**FISCAL IMPACT**

There is no cost associated with this report. The cost for CRIMS usage is proportionate to the existing cost associated with OPD's use of CORPUS. OPD will continue to pay a fee based upon its actual CRIMS usage. Alameda County is currently charging OPD less than the calculated use fee. For 2017, the CRIMS charge was calculated to \$111,236. OPD was billed only approximately 33 percent this amount (\$40,936), to allow for gradual increase of costs. For 2018, Alameda County will charge OPD approximately 66 percent of the actual use calculated charge. OPD can expect to pay the full use-based calculated charge by 2019. OPD is not seeking any additional funds to enter into this MOU with ACSO for participation with CRIMS. OPD will pay its CRIMS participation fees from the following sources: Fund 1010, Org 106410, Account 55214, Project 10000008, and Program PS01.

Any other costs associated with future development, updates or the implementation of new features to enhance CRIMS are required to be pre-approved by each participating agency before they are incurred. If approved, these expenses will be billed equally to each member agency, unless agreed otherwise.

**SUSTAINABLE OPPORTUNITIES**

***Economic:*** There are no economic opportunities associated with this report.

***Environmental:*** There are no environmental opportunities associated with this report.

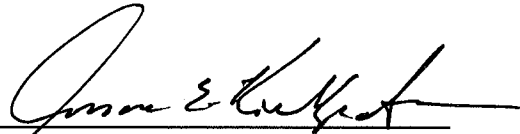
***Social Equity:*** OPD's ability to share law enforcement information with its Alameda County justice parties, including ACSO, is vital to ensuring the basic functionality of the law enforcement system in Alameda County. This data system collaboration allows for all participating agencies to function better and more efficiently. The collaboration promotes greater public safety in Oakland, benefiting all Oakland residents and visitors.

**ACTION REQUESTED OF THE PUBLIC SAFETY COMMITTEE**

Staff Recommends That The City Council Approve A Resolution Authorizing The City Administrator Or Designee To Enter Into A Memorandum Of Understanding (MOU) Between The Oakland Police Department (OPD) And The Alameda County Sheriff's Office (ACSO) And Eighteen Other Alameda County Justice System Agencies To Establish Clear Guidelines For Use Of The Consolidated Records Information Management System (CRIMS) Which Facilitates Sharing Of Information Contained In Each Agency's Records Management System.

For questions regarding this report, please contact Acting Captain Brandon Wehrly, Felony Assault Section, CID, Bureau of Investigations, at (510) 238-3728.

Respectfully submitted,



Anne E. Kirkpatrick  
Chief of Police  
Oakland Police Department

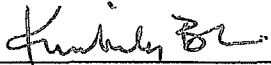
Reviewed by:  
Roland Holmgren, Captain  
OPD, CID, Bureau of Investigations

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OPD, CID, Bureau of Investigations

Prepared by:  
Bruce Stoffmacher, Legislation Manager  
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City Attorney's Office

## OAKLAND CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_ C.M.S.

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**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE OAKLAND POLICE DEPARTMENT (OPD) AND THE ALAMEDA COUNTY SHERIFF'S OFFICE (ACSO) AND EIGHTEEN OTHER ALAMEDA COUNTY JUSTICE SYSTEM AGENCIES TO ESTABLISH CLEAR GUIDELINES FOR USE OF THE CONSOLIDATED RECORDS INFORMATION MANAGEMENT SYSTEM (CRIMS) WHICH FACILITATES SHARING OF INFORMATION CONTAINED IN EACH AGENCY'S RECORDS MANAGEMENT SYSTEM**

**WHEREAS**, OPD currently shares and receives criminal justice information with other Alameda County justice system agencies (including police departments, the Alameda County Probation Department, the Alameda County District Attorney's Office, the Alameda County Sheriff's Office, and the Alameda County Superior Court [collectively, the "Member Agencies"]) through the Criminal Oriented Public Records Production Unified System (CORPUS); and

**WHEREAS**, the Consolidated Records Information Management System (CRIMS) is an Alameda Countywide intranet browser based software application that replaces the 43-year-old CORPUS as Alameda County's criminal justice information portal, facilitating information sharing among all participating justice partners in Alameda County; and

**WHEREAS**, in order to use the CRIMS system, the County requires each Member Agency to execute a "Memorandum of Understanding Between the Alameda County Sheriff and the Chiefs of Police For Consolidated Records Information Management System (CRIMS)" (the "CRIMS MOU"); and

**WHEREAS**, CRIMS has been designed using modern technologies and practices to promote inter-operability between a variety of criminal justice computer systems within and outside Alameda County, including but not limited to each Member Agency's Records Management System (RMS), the Criminal Oriented Records Production Unified System (CORPUS), the Automated Warrant System (AWS), the

Multi-Agency Unified Imaging System (MUGS), the Enterprise Geographic Information System (EGIS), the Alameda County Assessor's Office, Alameda County Public Works and the California Department of Justice (DOJ); and

**WHEREAS**, participating agencies provide information to CRIMS from their respective RMS that includes locations of events; dates and times of events; statutes associated with events; personal identifying information of event-involved individuals; and vehicle information associated with events; and

**WHEREAS**, CRIMS makes criminal justice information more readily available to the local justice partners, including patrol officers while on duty; and

**WHEREAS**, the CRIMS main server and the intranet browser based software application are owned by Alameda County and managed by the Alameda County IT Department, and OPD will not assume any ownership or responsibility for the CRIMS main server or the intranet browser based software application; and

**WHEREAS**, the City of Oakland and OPD will only be responsible for any hardware and software required to ensure that City of Oakland and OPD servers can communicate and transmit data with CRIMS; and

**WHEREAS**, only Member Agencies such as OPD shall have access to CRIMS information unless provided otherwise in the MOU and the MOU will stipulate that each member agency will agree to use CRIMS information in accordance with all applicable laws, rules and regulations, and pursuant to the guidelines of the California Department of Justice (DOJ); and

**WHEREAS**, OPD as well as other participating agencies agree to maintain confidential, all data and information gathered and stored in CRIMS pursuant to the MOU, and to abide by all laws and regulations respecting the appropriate use of CRIMS data for law enforcement purposes only; and

**WHEREAS**, OPD as well as other participating agencies will agree to not share or disclose any CRIMS data with anyone unless authorized by law, court order, or as specified in the MOU; and

**WHEREAS**, the proposed CRIMS MOU requires each Member Agency to hold harmless, indemnify and defend the other Member Agencies from any and all claims and losses related to a breach of the Member Agency's obligations under the MOU or any negligent or willful act, error or omission related to the use of CRIMS; and

**WHEREAS**, Article V, Section 504(l) of the Oakland City Charter requires that the City Council approve all intergovernmental relationships and contracts; now, therefore be it

**RESOLVED:** That the City Administrator or designee is authorized to enter into



an MOU between OPD, ACSO and the Member Agencies to authorize and facilitate OPD's use of CRIMS; and be it

**FURTHER RESOLVED:** That the City Administrator or designee is authorized to complete all required negotiations, certifications, assurances, and documentation required to execute, modify, extend, renew and/or amend such an MOU without returning to the City Council; and be it

**FURTHER RESOLVED:** That in accordance with Article IV, Section 401(6) of the City Charter, the MOU authorized by this resolution shall be approved by the City Attorney's Office as to form and legality before execution, and a copy of the fully executed agreement shall be placed on file with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN AND PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_

LATONDA SIMMONS  
City Clerk and Clerk of the Council of  
the City of Oakland, California