
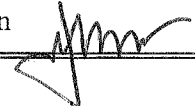


COUNCIL COMMUNICATION

DATE: 6/24/10	AGENDA NO.	SUBJECT: Acceptance of and participation with the Colorado Information Sharing Consortium through the COPLINK data sharing program grant.
Department Head: Chief John A. Jackson		
City Manager: Nathan M. Cherpeski 		
PRESENTED BY: Chief John A. Jackson 		

Recommendation

It is my recommendation that we, the City of Alamosa Colorado, accept the awarded Homeland Security grant funds to integrate the COPLINK data sharing program capacity into our police department.

Background

The Alamosa Police Department has a very solid working records management system. We currently enter all of our reported incidents, accidents, and arrests into this records management system. We do NOT have any linkage, outside of our SLV Regional Crime/intelligence Analyst, to search any other agencies records. The main reason that we would want to search others records would be to find a suspect in one of our reported crimes by linking it to a piece of data in another agency’s records management system to a known person. The problem is that there are way too many records management systems and none of them speak the same language or are really connected. We, the Alamosa Police Department, must rely on a good memory, talking to our analyst, and/or hearing stories from other officers and agencies.

With COPLINK, we can search any one of the three “host nodes” data in the State of Colorado, and even to agencies on both coasts. We have selected to be part of the “Aurora node” as that is where we believe that we will pull the most applicable suspect information. The other two “nodes” in the State of Colorado are with the Grand Junction Police Department and with the Colorado Bureau of Investigation. It should be noted that being a member, will allow us to search all three “nodes”, but our data will be input into only one “node”. The manner that the data is input is very secure and will be done on a schedule set by our Information Technology Department. The matter of security is not an issue as we must abide by the same confidentiality regulations that we currently abide by as does the “host node agencies”. A dedicated single source computer will be set up to handle the data input process.

Refer to the attached memorandum of understanding that we will sign to become a member of the Colorado Information Sharing Consortium.

It should be noted that there are four agencies that have received Homeland Security grant funds in the San Luis Valley to compete this process. The other agencies are the Monte Vista Police Department, the Rio Grande County Sherriff’s Office and the Alamosa County Sherriff’s Office. The Alamosa County Sherriff’s Office has already begun the data conversion process.

Issue Before the Council

To accept the funds, or to deny the grant funds, thus returning them to the Department of Homeland Security.

Alternatives

Return the funds to the Department of Homeland Security and continue using the basic data and crime inquiry capacities that we currently use. We have a very limited capacity right now to both share and search data outside of our own records management system.

Fiscal Impact

There is no immediate fiscal impact as these are non-matching funds allocated to the City of Alamosa, Colorado to utilize. The huge cost in this process is the data conversion fees associated with moving our records management data into the common format that COPLINK uses. This is a one time fee of \$78,364.00 and is completely covered with grant funds. The first year of node fees and officer registration fees are also covered by the grant funds.

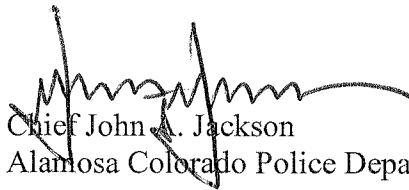
In year 2, our base conversion fee would be used to convert to a 15% annual fee to the vendor to maintain the integrity of the conversion and foster all future conversion of new data input into our records management system. Using the 15% number, this cost would be \$11,755.00. I anticipate working within my currently budgeted amount and do not anticipate increasing my overall budget amount to cover any of these costs. There is a good chance that we will be able to apply future Homeland Security grant funds to even cover this cost in its totality.

Legal Opinion

The City Attorney will be present for any comments.

Conclusion

If approved, the police department will follow all of the appropriate guidelines, and reporting, for the utilization of these grant funds. This is the first "searchable" law enforcement data base that I have seen that I truly feel works. It is critical to remain linked to other agencies in Colorado to not only share our data with them, but to also have access to their data.


Chief John A. Jackson
Alamosa Colorado Police Department

Memorandum of Understanding
Colorado Information Sharing Consortium

(2nd Revised Version, Adopted by CISC Vote
And Validated by Board Chair on 10/23/09)

This Memorandum of Understanding (“MOU”) is made and entered into on this 14th day of April, 2008 (and subsequently revised by 75% vote of approval of the Colorado Information Sharing Consortium membership, recorded at a meeting of the CISC on 2/9/09) by and between the parties below and all future signers of this agreement, known collectively as “Member Agencies” or individually as a “Member Agency.”

The following Colorado law enforcement agencies hereby create a statewide Colorado Information Sharing Consortium (“Consortium”): the Adams County Sheriff’s Office, the Arapahoe County Sheriff’s Office, the Douglas County Sheriff’s Office, the Jefferson County Sheriff’s Office, the Mesa County Sheriff’s Office; and the Police Departments for the following Cities: Arvada, Aurora, the City and County of Broomfield, Brighton, Castle Rock, Cherry Hills Village, Colorado Springs, Columbine Valley, Commerce City, the City and County of Denver, Englewood, Federal Heights, Glendale, Golden, Grand Junction, Greenwood Village, Lakewood, Littleton, Lone Tree, Northglenn, Parker, Sheridan, Thornton, Westminster, Wheat Ridge; as well as the 1st Judicial District Attorney’s Office, the 17th Judicial District Attorney’s Office, and the Colorado Department of Public Safety (including CBI and CSP).

Purpose

The purpose of this MOU is to help all Member Agencies work cooperatively to establish a seamless, integrated system of statewide information-sharing technology and services. The Member Agencies agree to work in a variety of ways to facilitate sharing data in an effort to improve the effectiveness of their respective Agency and the Colorado criminal justice system. To accomplish these goals, the Member Agencies agree to use the information-sharing computer software known as COPLINK, provided by Knowledge Computing Corporation (“KCC”).

THEREFORE, the Member Agencies hereby agree to the following:

1.0 Definitions:

1.1 *Authorized User*: means law enforcement, public safety, or criminal justice agencies contributing no Data that are allowed access to certain COPLINK information per 4.2 below.

1.2 *Board of Directors (“Board”)*: means the Chief Executive Officer of each Member Agency, or their designee, each of whom shall have voting rights in the decisions of the Consortium.

1.3 *Colorado Information Sharing Consortium (“Consortium” or “CISC”)*: means the collective Member Agencies.

1.4 *COPLINK*: means the information sharing and analysis software licensed to the Member Agencies by KCC under the name COPLINK.

1.5 *Data*: means facts, detailed information, or other material provided by a Member Agency. (Data does not include intelligence information, but may include police report narratives, supplemental report narratives and other text-related information as determined and released by each agency’s policy.)

1.6 *Data Repository*: means the computer equipment used to connect and disseminate COPLINK information to Member Agencies and Authorized Users.

1.7 *Fiscal Agent*: means the entity or person approved by the Board to manage accounts for grants or other funds applied for by the Consortium and the ISF as detailed in 3.5, 6.2, 6.3 and 7.1 below, or any other Consortium-related financial matters.

1.8 *Host Node (“Node”)*: means one of four agencies housing the data repository within the state of Colorado: the Jefferson County Sheriff’s Office, the Grand Junction Police Dept., the Aurora Police Dept., and CBI.

1.9 *Intelligence Information*: means evaluated data relevant to the identification of criminal activity engaged in by an individual or organization reasonably suspected of involvement in criminal activity that meets criminal intelligence system submission criteria as set forth in 28 CFR Part 23.

1.10 *Knowledge Computing Corporation (“KCC”)*: means a corporation with its principal place of business at 6601 E. Grant Road, Suite 201, Tucson, Arizona 85615, and the owner and developer of COPLINK.

2.0 Effective Date and Term of MOU

2.1 Effective Date: The effective date of this MOU is the date noted above.

2.2 Term: This MOU shall remain in effect until terminated as provided herein.

3.0 The Board and Committees

3.1 Board of Directors: The chief executive officers (“CEO”) of the Member Agencies shall serve on the Board of Directors (“Board”). These CEOs shall be voting members of the Board and may appoint an alternate who will have the same voting rights as the CEO when participating in Board meetings in the absence of the CEO. The Board will meet at least once per year to address system operations, financial matters, elections, and any other matters of concern to Member Agencies or Host Nodes.

3.2 Executive Committee: At the annual Board meeting, an Executive Committee shall be elected consisting of a Chair, Vice-Chair, Secretary, and a representative selected by each Host Node to represent the interests of the Board. The Executive Committee shall be responsible for the day-to-day operations of the COPLINK project and is empowered to act on behalf of Member Agencies between meetings and during emergencies.

3.3 Technical Committee: The Board shall appoint system administrators from each Host Node and from Member Agencies to serve on the Technical Committee. The Technical Committee shall make recommendations to the Board on specifications for designing and building a secure network, locating commercially available software, connecting Member Agencies to the network, providing regular system maintenance or upgrades as necessary, and making other technical recommendations for the operation of the system deemed relevant to the Board. This committee shall be the primary point of contact with KCC concerning operation of COPLINK, meeting as often as necessary to accomplish its purposes.

3.4 Users' Group: The Board shall appoint representatives from each Host Node and from Member Agencies to serve on the Users' Group. The Users' Group shall make recommendations to the Board on the use of the COPLINK system, including input on accessing the Data Repository, training, modifications, upgrades, planning for sustainability of the system, and any other issue deemed relevant to the Board. The Users' Group shall further recommend to the Board operational guidelines governing the use of the COPLINK system, meeting as often as necessary to accomplish its goals.

3.5 Financial Committee: The Board shall appoint representatives from each Host Node and from Member Agencies to serve on the Financial Committee. The Financial Committee shall collect the Information Sharing Fee ("ISF") from new Member Agencies as set forth in 7.1 and make recommendations to the Board on the dispersal of the ISF funds for annual maintenance fees and to defray other costs. The Financial Committee shall work with the Fiscal Agent on any other duties concerning the finances of the Consortium as directed by the Board.

3.6 Other Committees: The Board is empowered to create, dissolve, or reconstitute committees, appoint representatives, and perform other actions as deemed necessary to fulfill the purposes stated herein, including the creation of a dispute resolution board or other teams necessary to further the COPLINK project.

3.7 Quorum: Attendance in person, telephonically, or electronically by fifty percent (50%) of the Member Agencies shall constitute a quorum. Decisions shall be by majority vote of all those present, except for any modifications to this MOU, which requires a majority of at least seventy-five percent (75%) of all Member Agencies. Absentee voting is not authorized.

3.8 Bylaws: The Board shall establish bylaws for setting agendas, notice requirements for meetings, and voting rights, including: assignment, e-voting, Board and officer vacancies, or other issues necessary to manage the Consortium.

4.0 Data Access and Security Requirements

4.1 Data Access: Access to Member Agencies' Data will be provided utilizing a secure network maintained by the Host Nodes. Query capabilities shall be provided to Member Agencies and Authorized Users utilizing any secure network configuration that is acceptable to the Host Node. The information residing in the Data Repositories shall generally be available during regularly scheduled business hours. Member Agencies agree to inform each other in advance, whenever possible, of scheduled down times.

4.1 Data Sharing: All Member Agencies agree to share Data with other Member Agencies that have entered into this MOU. Additional public safety agencies that become Member Agencies of the Consortium are required to share their Data.

4.2 Authorized Users: The Board may allow an agency access to COPLINK as an Authorized User for a period of one year, subject to annual renewal by the Board. An Authorized User shall sign and agree to abide to the terms of this MOU. Authorized Users will contribute no Data to the Data Repository, but also have no voting rights. Member Agencies individually may not grant Authorized User status to any non-member Agency. Authorized Users with significant Data available for conversion shall generally be required to make such Data available to the Consortium within one (1) year after becoming Authorized Users. The Board shall have sole discretion on renewing or not renewing access to an Authorized User.

4.3 Security Requirements: Member Agencies agree to maintain and enforce security requirements for the system as developed and specified by the Board. The Host Node for each Member Agency is responsible for investigating allegations of security violations, resolving any security breaches, and reporting any incidents to the Executive Committee per 4.5 below.

4.4 Limitation of Use: Member Agencies and Authorized Users acknowledge that the information hosted in the Data Repositories shall be used for public safety purposes only, and that only public safety agency employees who have passed an adequate background screening, approved by the Host Node, will be allowed access to the COPLINK system.

4.5 Violations: If at any time a Member Agency or Authorized User violates the terms of this MOU regarding access to or sharing information, that agency's Host Node is accountable to take appropriate steps that resolve the situation. The applicable Host Node is required to report any violation and the steps taken to resolve the violation to the Executive Committee. The Executive Committee will ensure the Host Node has taken appropriate steps to resolve the violation in the best interests of the Consortium. If the Executive Committee feels that standard has not been met, it has the authority to remand

the investigation back to the Host Node for further investigation. Disputes a Host Node cannot resolve shall be decided by the Board or any committee designated by the Board for that purpose.

5.0 Information Ownership, Release and Accuracy

5.1 Ownership and Release Constraints: Member Agencies shall retain control of and remain the official custodian of all information contributed to the Data Repository. A request for information pursuant to C.R.S. 24-72-201 et. seq. or C.R.S. 24-72-301 et. seq. shall be referred to the Member Agency that contributed the Data being requested.

5.2 Information Accuracy: Member Agencies and Authorized Users acknowledge that Data maintained in the Data Repository consists of information that may or may not be accurate.

5.3 Data Errors: It will be the responsibility of Member Agencies to correct data errors that have been identified at that Member's sole cost within a reasonable time; but no later than ninety (90) days from the date of notification, unless an extension is requested of and granted by the Board.

5.4 Intelligence Information: Any Data present in the Intel Lead module of COPLINK is the proprietary information of the Member Agency contributing that Data. Each Member Agency using the Intel Lead module has an affirmative obligation to assure that all Data complies with 28 CFR Part 23. Other Member Agencies or Authorized Users wishing to access Data in the Intel Lead module must contact the Member Agency responsible for contributing that proprietary information. The Member Agency responsible for contributing the Data shall have sole discretion regarding release of that information.

6.0 Financial Considerations

6.1 Financial Responsibility: Each Host Node, Member Agency, or Authorized User is responsible for the cost of acquiring and maintaining the necessary hardware and licensed software to participate in the COPLINK project. Nothing in this MOU requires any agency to fund the activities of any other Member Agency or Authorized User.

6.2 Grants: Any Host Node, Member Agency, or Authorized User may individually or collectively apply for grant funding for this system. Monies applied for by an individual agency or a partnership of agencies shall in no way be controlled by or fall under the jurisdiction of this MOU nor shall such funds be considered pass through funds for the Fiscal Agent. Only where the Consortium as a group applies for a grant, or other funds, will the Fiscal Agent be considered a pass through entity. The Fiscal Agent will not be responsible for initial costs in applying for any grants or other funding on behalf of the Consortium.

6.3 Fiscal Agent: At least once per year, the Financial Committee shall conduct a review of the Fiscal Agent's Consortium-related accounting records. Such reviews may also be conducted at the discretion of the Board. All reviews shall be paid for by Consortium funds. The Board is authorized to pay the Fiscal Agent a reasonable fee for services rendered, including direct and indirect costs.

7.0 Membership

7.1 The ISF for New Member Agencies is as follows:

- For each P.O.S.T. certified peace officer¹ FTE² - \$184
- For each noncertified peace officer (deputy sheriff or detention officer³) FTE – \$ 92

The Fiscal Agent shall hold all received ISF payments in an account.

7.2 Node Selection: New agencies may join any Host Node willing to accept new Member Agencies or Authorized Users. New agencies west of the Continental Divide will be encouraged to join the Grand Junction Node. New agencies east of the Continental Divide will be encouraged to choose between the Aurora Node and the Jefferson County Node. The State node shall generally be reserved for state agencies and will take other new agencies upon special request by the State. Once a new Member Agency or Authorized User has selected a Host Node said agency must remain committed to that selection, including financial support of their Host Node, unless the Host Node withdraws from the Consortium. Authorized Users may be charged a reasonable node fee at the discretion of the Host Node.

7.3 Licensing: Each Member Agency and Authorized User are required to sign the COPLINK Software End-User License Agreement. Compliance with licensing shall be monitored by the applicable Host Node.

7.4 Member Agency Termination: Any Member Agency may terminate its participation in this MOU with or without cause upon thirty (30) days prior written notice

¹ CRS 16-2.5-102. Certified peace officer – P.O.S.T. certification required. “The following peace officers shall meet all the standards imposed by law on a peace officer and shall be certified by the peace officer standards and training board, referred to in this article as the “P.O.S.T. board”: A chief of police; a police officer; a sheriff; an undersheriff; a deputy sheriff; a Colorado state patrol officer; a town marshal; a deputy town marshal; a reserve police officer; a reserve deputy sheriff; a reserve deputy town marshal; the director of the Colorado bureau of investigation; a police officer or reserve police officer employed by a state institution of higher education; a Colorado wildlife officer; a Colorado parks and recreation officer; a Colorado police administrator or police officer employed by the Colorado mental health institute at Pueblo; an attorney general criminal investigator; a community parole officer; a public transit investigator; a community parole officer; a public transit officer; and the department of corrections inspector general.”

² Full Time Equivalent

³ CRS 16-2.5-103. Sheriff-undersheriff-certified deputy sheriff-noncertified deputy sheriff. “(1) A sheriff, an undersheriff, and a deputy sheriff are peace officers whose authority shall include the enforcement of all laws of the state of Colorado. A sheriff shall be certified by the P.O.S.T. board pursuant to section 30-10-501.6, C.R.S. An undersheriff and a deputy sheriff shall be certified by the P.O.S.T. board. (2) A noncertified deputy sheriff or detention officer is a peace officer employed by a county or a city and county whose authority is limited to the duties assigned by and while working under the direction of the chief of police, sheriff, an official who has the duties of a sheriff in a city and county, or chief executive of the employing law enforcement agency.”

to each of the other Member Agencies, unless such termination is prohibited by a grant condition or unless the Member Agency is a Host Node.

7.5 Host Node Termination: A Member Agency that is also a Host Node wishing to withdraw as a host or terminating its participation in this MOU must inform the other Member Agencies in writing no less than ninety (90) days prior to termination. The departing Host Node is responsible for locating a successor Host Node and assisting in the transition to the new Host Node.

7.6 Fiscal Agent Termination: The Fiscal Agent may terminate its role as the financial agent for the Consortium with or without cause by informing the Board Chairman and Financial Committee in writing no less than ninety (90) days prior to termination. In addition, the Fiscal Agent may, upon request by the Financial Committee, assist in locating a successor Fiscal Agent and help in the transition period. Termination by the Fiscal Agent requires a review of financial statements to assure a smooth transition of the books and accounts to the new Fiscal Agent. Termination of the Fiscal Agent position shall not serve to terminate that agency's Member Agency status.

8.0 Miscellaneous

8.1 This MOU is intended to provide a plan for promoting the COPLINK system statewide. Nothing in this MOU shall be deemed to supersede or overrule any agreements between Host Nodes and Member Agencies or Authorized Users. Agreements between agencies in a Host Node are presumed to be valid and will be supported fully by the Consortium.

8.2 None of the Member Agencies or Authorized Users waives rights, limitations, and defenses of the Colorado Governmental Immunity Act, codified at C.R.S. 24-10-101 et. seq. or other rights or protections as otherwise provided by law.

The parties hereto execute this MOU as of the Effective Date.

Agency Name:

By:

Region	Granted Area	Total Grant	Agency	Agency Notes	Sworn Members	Notes
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North Central Region

	Boulder (Phase II)	\$131,800				Phase I (2008 Grant Cycle) has been granted, but no contract in place yet
			Erie PD		20	Phase I included ISF to state for 8 agencies: Boulder SO, Boulder PD, Erie PD, Lafayette PD, Longmont PD, Louisville PD, Nederland PD, and Univ. of Colorado at Boulder PD. Louisville out --not able to do match at 20% or ongoing fees \$3100
			Louisville PD	32 Sworn Members		
				Univ. of Colorado at Boulder PD shares a database with BPD, Lafayette PD, Longmont PD, and Boulder Co. Sheriff		Phase I agencies: Boulder SO- 210 (188 post certified), Boulder PD 171, Longmont PD 140, Lafayette PD 40, Nederland PD 3, Univ. of Colorado at Boulder PD 40
	Mountain Communities	\$92,878	UCPD Boulder		50	
			Clear Creek County		27	
			Grand County		26	

Northwest Region

	Coplink	\$126,232				The funding request for the Coplink project would provide the following: 1. Data conversion/mapping costs for Garfield and Moffat counties 2. CISC (Colorado Information Sharing Consortium) one time fee of \$184 for each officer for all Garfield, Moffat and Pitkin County law enforcement agencies 3. Two training class for agencies implementing Coplink
			Garfield County	Data Conversion	48	
			Moffat County	Data Conversion	24	
			Pitkin County	ISF Only	31	

San Luis Valley

	Alamosa PD	\$78,364			22
	Alamosa SO	\$44,694			28
	Monte Vista PD	\$42,773			11
	Rio Grande SO	\$39,956			21

South Central Region

	Colorado Springs PD	\$209,092			688	State POST lists 642 officers, but project says 688
			Training	\$9,500		
			Data Conversion	\$73,000		
			688 officers	\$126,592		

Totals	Grant Funding: \$ 765,789.00		Sworn:	996		Estimate based on POST numbers
		Estimated incoming ISF:	\$	183,264.00		Rated at \$184 per sworn member.