County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

April 20, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO PROVIDE, FREE OF CHARGE, TO ALL LAW ENFORCEMENT AGENCIES, A COMPUTER PROGRAM CREATED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Los Angeles County Sheriff's Department to provide to any law enforcement agency that should request it, free of charge, a computer program to aid such agency in managing information obtained during any criminal investigation (Clue Management Program).

2. Authorize the Sheriff, or his designee, to execute on behalf of the County the attached Non-Exclusive Royalty-Free End-User License Agreement and any necessary amendment thereto, with any law enforcement agency that desires to receive the Clue Management Program.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Sheriff's Department's Homicide Bureau has developed a computerized Clue Management Program, which aids large scale or complex criminal investigations by providing a database to document, track, sort, search, and assign information and clues. Sworn, professional, and volunteer personnel from Homicide Bureau created the

program in its entirety. All individual creators have relinquished any proprietary rights to the Sheriff's Department and the County of Los Angeles.

The Clue Management Program comes entirely on a single CD-ROM disc. The disc contains the actual program, along with a printable user's manual, set-up guide, and clue sheets. It can be an indispensable tool for criminal investigators who are involved in cases that, either through complexity or high-profile status, generate large volumes of information and/or clues. It has been designed to be set-up quickly and operate within virtually any type of windows computer system, network, or stand-alone windows system. This can be a crucial element to a successful conclusion in rapidly developing fluid situations, such as "Amber Alerts" and kidnappings. It is also an extremely valuable tool when investigating numerous crimes, such as those found in "serial" cases which involve numerous victims, witnesses, and evidence.

In brief, the Clue Management Program contains a multi-page input database wherein any information relative to a case, or cases, can be entered into specific or general fields. Once the clue or information has been entered into the system, it can be prioritized in order to ensure the most critical information is checked immediately, while less important information can be delegated for later follow-up. Also, information that is known, but does not require any additional work, can be entered into the system and designated as case information only, which incorporates its contents into the database for searching. The investigator can query the program at any time to see the number of clues already inputted, and of those, how many have been investigated and closed, and how many still need to be worked on. By knowing the workload and its corresponding priority status, the investigator can take a systematic approach to assignments by degree of necessity.

The Clue Management Program includes graphic capabilities in which photographs to clues, and a mapping program to visually identify specific locations can be attached. Various input fields have automatic search features that will instantly alert the investigator that similar information has already been identified. Also, additional search features allow investigators to search individual fields for specific information, or search the entire program for commonalities.

Finally, the Clue Management Program has over a dozen preprogrammed reporting features to provide instant written/visual analysis of information in virtually any format.

Recently, a federally funded agency which is tasked with developing technology for use by law enforcement, reviewed the capabilities of the Sheriff's Department's Clue Management Program and pronounced it as a "state-of-the-art" investigative asset, with no comparable counterpart available anywhere.

It is the desire of the Sheriff's Department to provide this extremely valuable tool to any and all law enforcement agencies that make a request for the program. Since criminals can and do operate in multiple jurisdictions, a successful investigation in one area is a benefit to all. The Clue Management Program will provide another instrument with which to increase the likelihood of this success. Also, in large scale or serial type cases, crimes can occur in multiple jurisdictions and initial investigations are undertaken by more than one agency. If all, or most, of the law enforcement agencies in Los Angeles County utilize the program in these type of cases, information from the different agencies can easily be distributed via the program. This would ensure all available information is shared and researched, creating a more comprehensive and exhaustive investigation, which is imperative in order to solve these types of cases.

The cost incurred by the County will be minimal, yet the significance of this program to all law enforcement will be considerable. Additionally, sharing this program with our brethren in law enforcement will further demonstrate the leadership and innovativeness of the Sheriff's Department, and will undoubtedly create further recognition and prestige for the Department and the County of Los Angeles.

Implementation of Strategic Plan Goals

Distribution of the Clue Management Program to other law enforcement agencies supports the County's Strategic Goals of Service Excellence, Workforce Excellence, and Public Safety by enhancing law enforcement's ability to work together and share valuable information which can lead to the quick arrest of dangerous criminals and the increased safety of all citizens.

## FISCAL IMPACT/FINANCING

The cost to replicate the Clue Management Program for other agencies is limited to the price of a CD-ROM. Currently, each disc costs approximately $0.15. It is anticipated that 200 to 500 agencies may request a copy. Therefore, the total cost incurred would be $30.00 to $75.00.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Non-Exclusive Royalty-Free End-User License Agreement provides protection for the County's intellectual property rights in the software program and provides legal protections against liability resulting from use of the program. The licensee is required to acknowledge the County's ownership of the program and that it shall be used exclusively for the purpose of law enforcement and shall not be redistributed. The licensee agrees to indemnify and hold the County harmless for any damages or losses resulting from installation or operation of the program.

The Chief Information Officer has approved the agreement. County Counsel has reviewed and approved the agreement as to form.

## IMPACT ON CURRENT SERVICES

There will be no negative impact on current services. The time to replicate the CD is seconds per disc.

## CONCLUSION

Upon approval by your Board, please return an adopted copy of this action to the Sheriff's Department's Homicide Bureau, attention Captain Ray Peavy.

Respectfully submitted,

Lee Baca

LEROY D. BACA
SHERIFF

Reviewed by:

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER
(See attached Analysis)

# CIO ANALYSIS

## Sheriff's Department's Clue Management Program

**CIO RECOMMENDATION:** ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

**Contract Type:**

☐ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ ITSSMA Contract ☒ Software License

**New/Revised Contract Term:** **Base Term:** Zero Yrs **# of Option Yrs:** Zero Yrs

**Contract Components:**

☐ Software ☐ Hardware ☐ Telecommunications
☐ Professional Services ☐ Maintenance services ☐ Application Hosting

**Project Executive Sponsor:**

**Budget Information :**

| | |
|---|---|
| Y-T-D Contract Expenditures | $ Zero |
| Requested Contract Amount | $ Zero |
| Aggregate Contract Amount | $ Zero |

**Project Background:**

| Yes | No | Question |
|---|---|---|
| ☐ | ☒ | Is this project legislatively mandated? Not applicable. |
| ☐ | ☒ | Is this project subvented? If yes, what percentage is offset? Not applicable. |

**Strategic Alignment:**

| Yes | No | Question |
|---|---|---|
| ☒ | ☐ | Is this project in alignment with the County of Los Angeles Strategic Plan? The Sheriff's Clue Management Program (Clue) addresses the Strategic Plan's Goal 3: Collaborate across functional and jurisdictional boundaries. |
| ☐ | ☐ | Is this project consistent with the currently approved Department Business Automation Plan? Not applicable. |
| ☒ | ☐ | Does the project's technology solution comply with County of Los Angeles IT Directions Document? The Sheriff's Clue Management Program meets the County of Los Angeles IT Directions Document's Goal 1: Conduct Government Electronically. |

| Strategic Alignment continued: | | |
|---|---|---|
| ☒ | ☐ | Does the project technology solution comply with preferred County of Los Angeles IT Standards? Clue utilizes the County of Los Angeles IT Standards for its operating system and its database. |

**Project/Contract Description:**

The Los Angeles County (County) Sheriff's Department (Department) is seeking authorization to provide a computerized Clue Management Program (Clue) to non-County law enforcement agencies for managing information obtained during criminal investigations. The Department has developed, with the assistance of County Counsel, a software license agreement for the outside law enforcement agencies' signature prior to obtaining Clue and is willing to provide Clue to these agencies free of charge.

**Project Background:**

The Sheriff's Department's Homicide Bureau has developed a Clue Management Program to aid in large scale or complex criminal investigations. These complex or high profile status criminal investigations generate large volumes of information and/or clues. Acting quickly in these investigations can lead to a successful conclusion, especially in rapidly developing situations such as "Amber Alerts" and kidnappings. It has also proven to be a valuable tool when investigating crimes such as "serial" cases, which involve numerous victims, witnesses, and evidence.

Clue has a database for capturing information relative to a case(s). The information can be prioritized for immediate follow up, delegated for later follow-up or entered into Clue as searchable case information. Investigators can query the program at any time to see the total number of clues, the number that have been investigated and closed, and the number of clues that remain to be researched. Clue also includes graphic capabilities for attaching photographs to clues and has a mapping program to visually identify specific locations. Finally, Clue has preprogrammed reports to provide instant written/visual analysis of the information.

**Project Justification/Benefits:**

Providing Clue to other law enforcement agencies may also encourage collaboration among these agencies for crimes that occur in multiple jurisdictions and where initial investigations are undertaken by more than one agency. If all County law enforcement agencies utilized Clue, information from the different County agencies could easily be shared and researched.

**Project Metrics**

Not Applicable.

**Impact If Proposal Is Not Approved**

Not Applicable.

**Alternatives Considered:**

Not Applicable.

**Project Risks:**

There are two risks associated with the Department distributing software programs such as Clue. The first is the liability that may result from the use of the program. The second risk is the transfer of the program to some other entity.

**Risk Mitigation Measures:**

To mitigate the first risk stated above, County Counsel has drafted a software license for the outside law enforcement agencies' signature. The software license contains legal protections against liability that may result from use of the program. The licensee, by signing the software license agreement, agrees to indemnify and hold the County harmless for any damages or losses resulting from installation or operation of the program.

The second risk is also mitigated by protections in the software license agreement that prevents the licensee from transferring the program to other entities.

**Financial Analysis:**

The Department's costs for distributing the Clue Management Program are limited to the price of a CD-ROM, currently $0.15 each. If 500 agencies request a copy, total costs incurred would be approximately $75.00.

**CIO Recommendations:**

My office supports this action and recommends approval by the Board.

**CIO APPROVAL**

Date Received: 4-6-2004

Prepared by: James Hall

Date: 4-9-2004

Approved: Jim McInnes

Date: 4-9-2004

# NON-EXCLUSIVE ROYALTY-FREE END-USER LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is effective as of the last date of execution appearing below ("Effective Date") by and between the County of Los Angeles by and through the Los Angeles County Sheriff's Department, a government agency organized under the laws of the State of California, having a business address at 4700 Ramona Boulevard, Monterey Park, California 91754 (hereinafter referred to as "LASD"), and the following party (hereinafter referred to as "Licensee"):

Licensee Name: _____

Address: _____

_____

## RECITALS

WHEREAS, the County of Los Angeles is the owner of the computer program entitled "Clue Management Program," identified in Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as "Licensed Software"), used to manage data obtained in investigations of crimes;

WHEREAS, the Licensed Software is written in Microsoft Access and Visual Basic and may only be operated on a Windows platform;

WHEREAS, LASD developed an "Instruction Manual," which is embedded in the Licensed Software for the installation and operation of the Licensed Software;

WHEREAS, Licensee is a governmental agency providing police and civil protection services; and

WHEREAS, Licensee desires to use the Clue Management Program and LASD is willing to grant a non-exclusive, non-transferable, royalty-free license to Licensee to use the Licensed Software, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree and stipulate as follows:

1. License Grant: Subject to the terms and conditions hereof, LASD grants to Licensee a non-transferable, non-exclusive license;

1.1 to install and store the Licensed Software on any stand-alone computer or computer network using a Windows platform, located in any facility wherein Licensee conducts its business;

1.2 to execute the Licensed Software on any stand-alone computer or computer network using a Windows platform, solely for Licensee's own internal business purposes;

1.3 to use and print as many copies of the Instruction Manual as necessary for Licensee's own internal business purposes; and

1.4 to make a single copy of the Licensed Software in machine-readable form, solely for back-up purposes, provided that all of LASD's copyright notices and any other proprietary legends are included thereon.

2. Delivery, Installation and Use:

2.1 In a timely manner following the Effective Date hereof, LASD will deliver to Licensee a single CD-ROM on which the Licensed Software resides. Licensee hereby accepts the Licensed Software on an "as is" basis, and assumes any and all risks of any kind whatsoever relating to its installation and operation.

2.2 It is Licensee's responsibility to follow all instructions for the installation and operation of the Licensed Software as identified in the Instruction Manual embedded in the Licensed Software on the CD-ROM.

2.3 LASD shall have no responsibility to provide support, training, or consultation services to Licensee with respect to the Licensed Software. However, LASD may choose to provide support to the Licensee at its sole discretion.

2.4 Licensee hereby assumes any and all risks with respect to the installation and operation of the Licensed Software and the Instruction Manual.

3. Licensee's Responsibilities:

3.1 Licensee shall be responsible for training one or more operators who will be qualified, by virtue of such training, to operate the Licensed Software on Licensee's Windows platform.

3.2 Licensee shall be responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Software will operate.

4. Restrictions:

4.1 Licensee covenants that it will not modify, or attempt to modify, the Licensed Software in any manner whatsoever.

4.2 Licensee further covenants it will not transfer possession of any full or partial copy of the Licensed Software or of the Instruction Manual to any person or party other than Licensee's employees and independent contractors who have a need to have possession of the same.

5. Title: Licensee acknowledges that LASD has the sole and exclusive ownership of all rights, title and interests in and to the Licensed Software, and the physical media on which the Licensed Software is embedded and delivered to Licensee, subject only to the rights and privileges expressly granted to Licensee herein by LASD. Nothing in this Agreement shall be construed as transferring to Licensee any title or ownership interest in the Licensed Software. This Agreement provides Licensee with only a right of limited use, as aforesaid.

6. Term: This Agreement shall become effective on the Effective Date and shall continue in existence unless earlier terminated, as set forth below.

7. Termination:

7.1 In the event that Licensee fails to comply with any provision of this Agreement, and such failure is not remedied within thirty (30) days

following Licensee's receipt of written notice of such failure provided by LASD, then, LASD shall have the right to terminate this Agreement immediately, unless a later date of termination is specified by LASD in its written notice to Licensee.

7.2 Either party may terminate this Agreement upon six (6) months written notice to the other party, with or without cause.

8. Protection of Proprietary Rights: Licensee acknowledges that the Licensed Software and the Instruction Manual embedded in the Licensed Software is proprietary to LASD. Furthermore, Licensee acknowledges that the Licensed Software, the CD-ROM on which the Licensed Software resides, and the Instruction Manual contain confidential information. Accordingly, the Licensee shall safeguard such information from unauthorized disclosure, publication, or use by all reasonable measures. Without limiting the foregoing, Licensee shall not disclose any part of the Licensed Software, the CD-ROM on which the Licensed Software resides, or the Instruction Manual to any person or party, other than Licensee's employees and independent contractors, as necessary to enable Licensee to make beneficial use of the Licensed Software. Licensee shall not, nor shall Licensee permit any other person or party, including consultants, to duplicate, remanufacture, alter, translate, reverse engineer, decrypt, decompile or disassemble, all or any part of the Licensed Software or other material provided by LASD in connection with the Licensed Software. Licensee further agrees that it will not distribute, nor permit any other person to distribute, all or any part of the Licensed Software or Instruction Manual in any manner. Licensee's obligations under this paragraph shall survive the termination of this Agreement.

9. Return of Materials: Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to LASD. Promptly upon

termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Licensed Software, the CD-ROM on which the Licensed Software resides, and the Instruction Manual, Licensee shall return or destroy, as requested by LASD, all copies of the Licensed Software, and Instruction Manual and all other materials pertaining to the Licensed Software. Upon LASD's request, Licensee shall certify its compliance with the foregoing obligation by way of a sworn declaration to that effect by the Chief of Police, Sheriff, or equivalent person.

10. Warranty: LASD disclaims any and all representations and warranties with respect to the Licensed Software, including without limitation, its condition, its conformity with any descriptions provided by LASD, the existence of any latent or patent defects, its merchantability or fitness for any particular use.

11. Limitation of Liability: LASD shall have no liability whatsoever to Licensee for any claims relating to the installation and operation of the Licensed Software, including any cause of action in contract, tort or strict liability. LASD shall have no liability for loss of data or documentation, it being understood that Licensee (i) is responsible for reasonable backup precautions; and (ii) assumes all risks with respect to the loss of data and documentation. In no event shall LASD be liable for any loss of profits; any incidental, special, exemplary or consequential damages; or any claims or demands brought against Licensee, even if LASD has been advised of the possibility of such claims or demands.

12. Licensee's Indemnification: Licensee shall, at its own expense, defend, indemnify, and hold harmless LASD, County of Los Angeles, and their directors, officers, employees, agents, assigns and successors in interest from and against any and all third party liabilities, damages, losses, claims, demands,

actions, causes of action, costs, including attorney's fees and expenses, or any of them, resulting from or arising out of Licensee's installation and operation of the Licensed Software.

13. Assignment: Licensee shall not assign, sublicense, or otherwise transfer this Agreement or the license granted hereunder without the prior written consent of LASD. Any assignment, sublicense, or transfer of rights in violation of the foregoing shall be void ab initio and shall constitute a material breach of rights hereof.

14. Complete Understanding; Modification: This Agreement constitutes the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

15. Severability: If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to violate any statute or regulation or otherwise be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or such unenforceability shall remain in full force and effect. The parties hereby agree to substitute for any invalid or unenforceable provision a valid and enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

16. Waiver of Breach: No waiver by either party hereto of any provision of this Agreement shall operate or be construed as a waiver of any

other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. Notices: Any notices provided for hereunder shall be given by hand-delivery or first class certified mail, return receipt requested, postage prepaid, to the respective addresses first set forth above or to such other address as either party may from time to time designate.

18. Attorney's Fees: If any legal action or proceeding is brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Licensee hereby consents to exclusive venue and jurisdiction for any disputes in the County of Los Angeles, State of California.

20. Successors: All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors, trustees, transferees, lawful assigns and legal representatives.

21. Headings: All of the Paragraph headings of this Agreement are for convenience and reference only and are not intended in any way to modify, enlarge or limit the provisions hereof; nor shall such headings be used to interpret or construe the intent of the parties in respect to the provisions of this Agreement.

22. Acknowledgment: Licensee acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

23. Authority: Each of the signatories to this Agreement represents that he or she is duly authorized to bind his or her respective party to the terms, provisions and conditions of this Agreement.

24. Counterparts: This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument.

LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT

Date: _____ _____

Name: _____

Title: _____

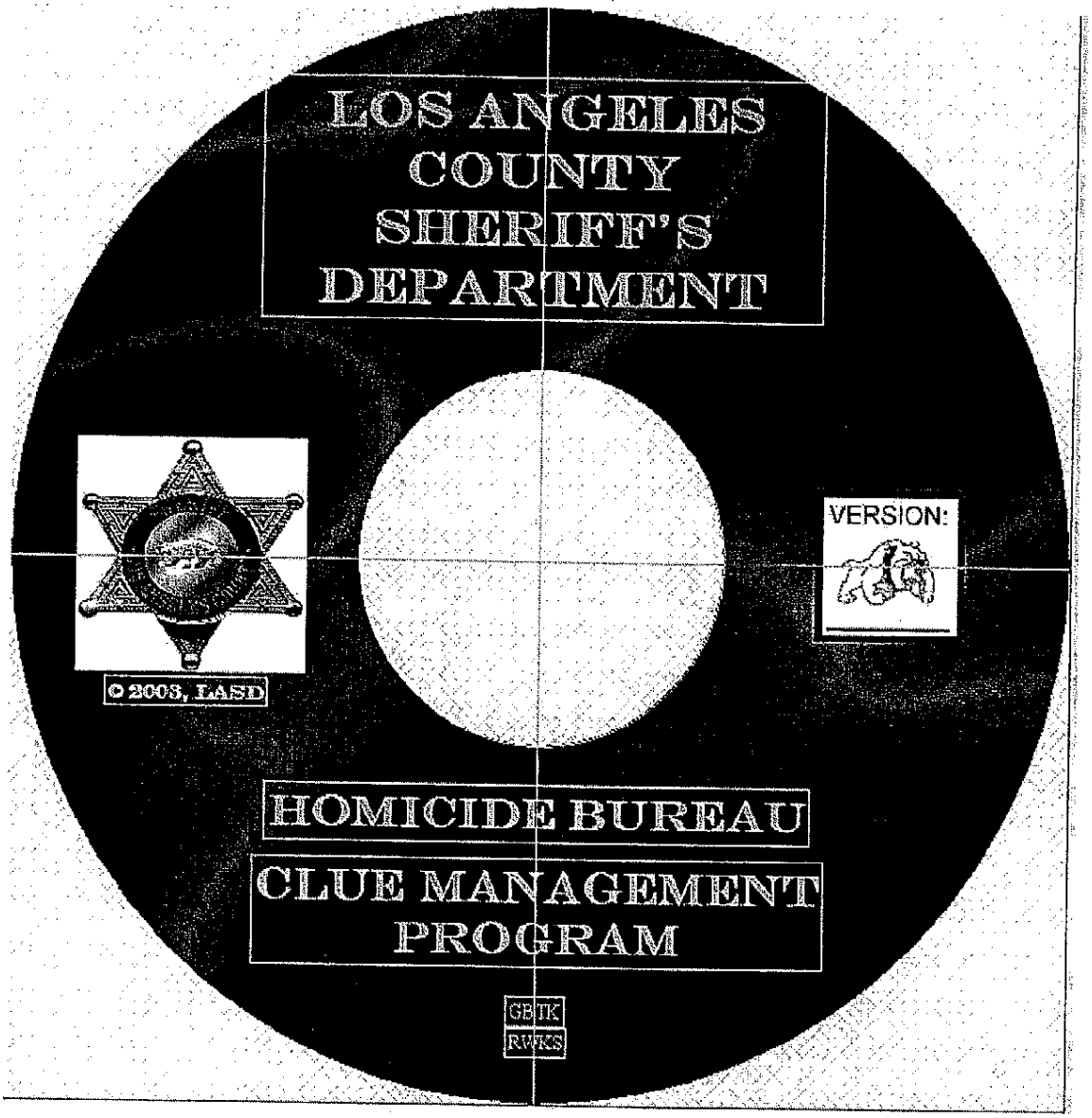
LICENSEE

Date: _____ _____

Name: _____

Title: _____

EXHIBIT A




Description of Software: The Clue Management Program ("CMP") is a software program through which investigators can process, sort, assign, track and search through information. CMP has the ability to maintain constant control and oversight of all pertinent information that assists investigators in orchestrating a productive and organized investigation and aiding them in making appropriate investigative decisions.