

Memorandum of Understanding

BETWEEN

**East Valley Gang and Criminal Information Fusion Center
(EVGCIFC)**

AND

The North Central Texas Fusion Center (NCTFC)

FOR SHARING LAW ENFORCEMENT INFORMATION

I. OVERVIEW

a. Background: The East Valley Gang and Criminal Information Fusion Center ("EVGCIFC") located in Mesa, Arizona was established by law enforcement agencies in the East Valley pursuant to Arizona law, ARS 11-951, 952, ARS 13-3872 and the provisions of any other governing authority. EVGCIFC was created to develop and implement an East Valley justice information-sharing system that would allow law enforcement agencies throughout the East Valley to share information in their case and records management systems and other criminal justice information. The Mesa Police Department ("MPD") is the host for EVGCIFC which includes East Valley law enforcement agencies ("EVGCIFC Member Agencies") which desire to share information in a similar manner as authorized in Arizona Revised Statutes (A.R.S.) §13-3872, which authorize mutual aid agreements, pursuant to the provisions of title 11, chapter 7, article 3.

EVGCIFC seeks to protect the total community by efficiently and effectively providing accessible, accurate information for the speedy investigation and apprehension of terrorists and other law violators. Information is shared through a COPLINK Solution Suite ("COPLINK EVGCIFC Node"), a computerized system that is currently maintained by IBM Lab Services Division (formerly Knowledge Computing Corporation, an Arizona Corporation). EVGCIFC uses COPLINK through its host MPD.

The North Central Texas Fusion Center (NCTFC) is regionally oriented and uses cross jurisdictional and multi-disciplinary partnerships between local, state, federal, and tribal agencies, to include private sector participants. The NCTFC communicates with many external organizations, including, but not limited to, the Texas Fusion Center (TxFC) located in Austin, the Centers for Disease Control and Prevention (CDC), the Dallas High Intensity Drug Trafficking Area (HIDTA), the Dallas Federal Bureau of Investigation (FBI) Headquarters, and the U.S. Attorney's Office for the Eastern District of Texas. The North Central Texas Fusion Center is integrated into the national network of state and regional fusion

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centers, which have the ability to share information with partners at the local, state, federal, and tribal levels.

The Collin County Commissioners' Court provides the authority under which the NCTFC operates. The Commissioners' Court also governs the NCTFC operations. Texas Government Code chapter 241 provides guidelines relating to the operation and monitoring of fusion centers in the state, including the North Central Texas Fusion Center. Under Texas law, this Agreement is an interlocal agreement entered into by Collin County, Texas under chapter 791 of the Texas Government Code.

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to outline conditions under which the EVGCIFC Member Agencies and the NCTFC will share and use each Member Agency's case and records management systems and other criminal justice records. Such information in the case and records management systems and any criminal justice records shall hereafter be jointly referred to as "Information."

Collaborating law enforcement agencies that will have access to Information are those law enforcement agencies authorized to access such Information under Arizona and Texas law. The EVGCIFC and the NCTFC may approve additional contributing or participating law enforcement agencies, provided that all such agencies agree to be bound by the terms of this MOU. The EVGCIFC Member Agencies and the NCTFC Member Agencies shall be jointly referred to as "Member Agencies" or individually as a "Member Agency." Each Member Agency paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

II. AUTHORIZED RELEASE OF INFORMATION

a. Sharing of Information: Each Member Agency authorizes the release of Information residing in COPLINK to the other Member Agencies as permitted by law and this MOU. A Member Agency that does not want certain Information made available to other Member Agencies is responsible for ensuring that the Information is not included in the data transfer to COPLINK. A Member Agency that wants certain data to be made available only to a select group of users is responsible for placing the appropriate restriction indicator on COPLINK.

b. Limitation on Information Sharing: Information contributed by each Member Agency shall be shared with or released to only the other Member Agencies. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use Information in COPLINK.

III. INFORMATION OWNERSHIP

- a. Ownership: Each Member Agency retains control of all Information it provides to COPLINK. Each Member Agency is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Member Agency shall use reasonable efforts to insure the completeness and accuracy of its own Member Agency data. The Member Agency that initially makes the Information available in COPLINK shall be known as the "Originating Agency."
- b. Release of Information: Member Agencies shall release or make available Information accessed from COPLINK only to persons or entities authorized to receive COPLINK Information.
- c. Unauthorized Requests: If a Member Agency receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Member Agency shall refer the request to the Member Agency that originally contributed the data to COPLINK ("Originating Agency").
- d. Public Record Requests, Subpoenas and Court Orders: Any Member Agency receiving a public records request, subpoena, or court order ("Legal Request") for Information in COPLINK not authored by or originated by that Member Agency shall respond to the Legal Request by identifying the Member Agency that owns the data requested, and shall immediately provide a copy of the Legal Request to the Originating Agency.

IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- a. Accuracy of Information: Member Agencies agree that the data maintained in COPLINK consists of information thought to be accurate. Data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Member Agency requesting or using the data to confirm the accuracy of the Information with the Originating Agency before taking any enforcement related action.
- b. Timeliness of Information: Each Member Agency shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Member 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 COPLINK on a real-time basis, Agencies recognize that information may not always be timely and accurate. It shall be the responsibility of the requesting Member Agency to confirm the timeliness and relevance of the Information with the Originating Agency.

c. Responsibility: Each Member Agency is responsible for its own actions in contributing, using and verifying all Information. No Member Agency shall be responsible for the actions of another Member Agency. Nothing in this MOU shall be considered a waiver of any immunity enjoyed by a Member Agency or employee thereof.

Unless otherwise addressed by the terms of this MOU, each Member Agency is responsible for the negligent or wrongful acts or omissions of its respective supervisors, law enforcement officers, intelligence research specialists, employees, detailees, agents, representatives, task force members, contractors/subcontractors, or consultants, but only to the extent that it would be liable under the laws of the jurisdiction(s) to which it is subject.

V. USER ACCESS

a. User access shall conform to the standards established in the MOU creating the NCTFC and the Agreement between the EVGCIFC Member Agencies and as set forth herein.

b. Acknowledgement: Each Authorized User will by logging into the COPLINK system acknowledge that the Authorized User will comply with the terms and conditions of usage of COPLINK and understand that violation of the terms and conditions may lead to disciplinary action and/or criminal prosecution

c. Intended Use: Each Authorized User agrees that COPLINK, the Information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the Information for any unethical, illegal, or criminal purpose.

e. Limitations on Use of Logins: An Authorized User shall not access COPLINK by using a name or password that was assigned to another Authorized User. An Authorized User shall not give his or her password to another person, including another User, to access the system.

f. Audit Trail: Each transaction on COPLINK is logged, and an audit trail is created. Each Member Agency shall conduct an internal audit on a periodic basis to ensure user queries are made for legitimate law enforcement purposes only. COPLINK will require each Authorized User to input the reason for the

requested information before any Information is generated. This information shall be recorded on COPLINK, and retained to allow the Member Agency to complete the internal audit. The audit trail will be maintained for a minimum of three years. Requests for transaction logs shall be made in writing or via email to the Member Agency, who shall provide the logs to the requesting party within a reasonable amount of time.

g. Termination of Logins: Each Member Agency is responsible for timely removal of login accounts when Authorized Users leave the Agency, or are denied further access to Coplink for whatever reason(s).

VI. CONFIDENTIALITY OF INFORMATION

a. Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. Otherwise, the information shall be kept confidential.

VII. SYSTEM ACCESS

a. Network Access: Access to COPLINK will be provided by a private network maintained by a secure network configuration or other such method that is mutually acceptable to the Nodes. Node Administrators will approve the specific technology for securely connecting COPLINK Nodes.

b. System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII. TERM AND OTHER CONDITIONS

a. Term: This MOU will commence on the date that it is executed by the EVGCIFC and NCTFC Chair. It may be terminated only as allowed by Section IX.

b. Amendments: Any change in the terms of this MOU shall be incorporated into this MOU by a written amendment signed by the EVGCIFC and NCTFC Chair.

c. Supplemental Policies: A Member Agency may add individual guidelines for its own computers or networks providing the guidelines do not conflict with the provisions of this MOU.

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d. Sanctions for Non-Compliance: Any Member Agency that violates the guidelines of this MOU may be disconnected from the COPLINK System. The offending Member Agency will be provided with a 30-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency. Access may be immediately terminated if necessary to ensure compliance with this Agreement.

e. Controlling Law and Venue: Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in which the defendant is located and shall be governed by the controlling state's law, including any laws that direct the application of another jurisdiction's laws.

f. Severability: If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

g. Precedence of Documents. To the extent that the terms of this Agreement conflict with the terms of the Memorandum of Understanding creating NCTFC or the Agreement creating EVGCIFC, the terms of this Agreement shall control and govern the rights and obligations of the parties hereto.

h. Limitation of Remedy: Any Member Agency that believes it has been harmed or injured by any other Member Agency agrees that its sole and exclusive remedy is limited to withdrawing from this MOU or seeking the expulsion of another Member Agency from this MOU. No other remedies are permitted between Member Agencies. Nothing herein shall be interpreted to restrict a Member Agency's rights relating to disciplining employee's or taking action against a third party who is not a Member Agency.

i. Compliance Requirements for A.R.S. § 41-4401 – IMMIGRATION LAWS AND E-VERIFY REQUIREMENT. Each Member Agency warrants compliance with all Federal immigration laws and regulations relating to employees and AZ Member Agencies warrants its compliance with Section A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program". A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the MOU where Member Agencies may be subject to penalties up to and including termination of the MOU.

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j. CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, the State, its political subdivisions or any department or agency or either may, within four (4) years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the department or agencies or either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

IX. TERMINATION

Any Member Agency may terminate its participation in this Agreement by providing at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

The Parties acknowledge that this Agreement is subject to the provisions of A.R.S. § 38-511, as amended, which provides that a political subdivision of the State of Arizona may, within three years of its execution, cancel an Agreement without penalty or further obligation if an agent or employee of the political subdivision who was significantly involved in the negotiating or drafting of the terms of the Agreement on behalf of the political subdivision becomes employed in any capacity by any other party to the Agreement.

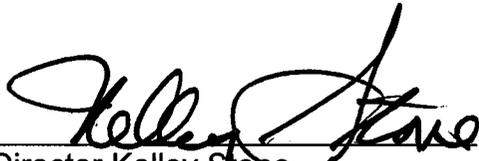
X. SIGN-OFF ON EXECUTION OF MEMORANDUM OF UNDERSTANDING

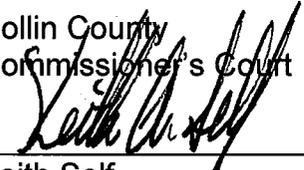
By executing this Agreement, each Party acknowledges that it has received a copy of this Agreement and will comply with its terms and conditions. The person executing this Agreement certifies that the person is authorized by its Party to execute this Agreement and bind their Member Agencies to the terms herein.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Signature Page Only

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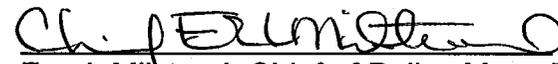
BY: 
Director Kelley Stone
Collin County Justice Center
4300 Community Avenue
McKinney, TX 75071

Collin County
Commissioner's Court
BY: 
Keith Self
Collin County Judge
2300 Bloomdale Road
McKinney, TX 75071

Date: 10/15/12

Date: 11/6/12

East Valley Gang and Criminal Information Fusion Center

By: 
Frank Milstead, Chief of Police Mesa Police Department
East Valley Gang and Criminal Information Fusion Center

Date: 12-4-12