

LETTER OF AGREEMENT

December 21, 2012

Tucson Police Department
Chief Roberto A. Villaseñor
270 S. Stone Ave
Tucson, Arizona 85701

North Texas Central Fusion Center
Director Kelley Stone
Collin County Justice Center
4300 Community Ave
McKinney, Texas 75071

Subject: Letter Of Agreement to Share Law Enforcement Data

This letter confirms that the Tucson Police Department and the North Texas Central Fusion Center agree to share law enforcement data contained within their respective COPLINK Node(s).

The Tucson Police Department and the North Texas Central Fusion Center are committed to advancing law enforcement data sharing to meet the ever-increasing challenges facing law enforcement.

Chief Roberto A. Villaseñor of the Tucson Police Department has been authorized to bind the members of the Tucson Police Department Coplink System in information sharing agreements with other COPLINK node operators. Director Kelley Stone has been authorized by the members of the North Texas Central Fusion Center to bind them in information sharing agreements with other COPLINK node operators.

Both entities agree that such sharing will be accomplished within the requirements of the FBI Criminal Justice Information Services (CJIS) Security Policy. Further, that the use of the data will be for law enforcement purposes only in compliance with applicable State law. Each agency sharing data retains control and right of verification of all information it provides via COPLINK.

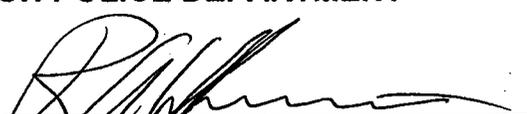
Each entity and agency shall assume the responsibility and liability for the acts and omissions of its own deputies, officers, agents, or employees in connection with the performance of their official duties under this Agreement. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this Agreement be interpreted to create a partnership, agency relationship, or joint powers authority between the participating agencies or entities.

Each party shall be responsible for their own costs associated with establishing or maintaining this data sharing connection.

Either entity may terminate the data sharing by giving the other entity at least (30) days written notice prior to the effective date of such termination, which date shall be specified in said notice.

This Agreement is subject to the provisions of ARS 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.

**CITY OF TUCSON, ARIZONA
TUCSON POLICE DEPARTMENT**

BY: 
Roberto A. Villaseñor, Chief of Police
Tucson Police Department

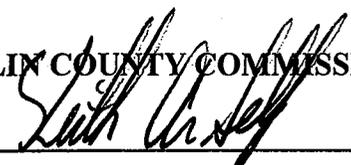
Date: 12/16/12

NORTH TEXAS CENTRAL FUSION CENTER

BY: 
Kelley Stone, Director
North Texas Central Fusion Center

Date: _____

COLLIN COUNTY COMMISSIONERS' COURT

BY: 
Keith Self, Collin County Judge

DATE: 2/12/13