

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # \*B-2

Urgent

Routine

SHERIFF

AGENDA DATE December 13, 2011

CEO Concur with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval of Information Sharing Agreements Between Stanislaus County and the City of Modesto and Between the Stanislaus County Law Enforcement Network System (LENS), the Integrated Law & Justice Agency for Orange County (ILJAOC) and i2/Knowledge Computing Corporation

STAFF RECOMMENDATIONS:

1. Approve and authorize the Chief Executive Officer to sign the Law Enforcement Network System (LENS) Data Interoperability Agreement between Stanislaus County and the City of Modesto.
2. Approve and authorize the Sheriff to sign the Memorandum of Understanding (MOU) between the Stanislaus County LENS, the Integrated Law & Justice Agency for Orange County and Knowledge Computing Corporation.
3. Approve and authorize the use of the Memorandum of Understanding as a template for future agreements and authorize the Sheriff to enter into and sign future data sharing agreements based on this template.

FISCAL IMPACT:

The COPLINK data system was purchased jointly with the Modesto Police Department in 2010 with grant funding as part of the new CAD system. The approval of the information sharing agreements will allow mutual sharing of criminal data among law enforcement agencies. Since the inception of the Integrated County Justice Information System (ICJIS) the Sheriff's Department has been entering data on a daily basis and there will be no cost to the sharing out of this information or accessing information from other agencies. There is no fiscal impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2011-739

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow, and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, De Martini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Information Sharing Agreements Between Stanislaus County and the City of Modesto and Between the Stanislaus County Law Enforcement Network System (LENS), the Integrated Law & Justice Agency for Orange County (ILJAO) and i2/Knowledge Computing Corporation

**DISCUSSION:**

Law enforcement agencies have become ever more dependent upon information technology systems and readily available data to increase and improve operational efficiency. An enterprise shared information system is very efficient for government operations and provides law enforcement agencies with immediate and expanded access to criminal data.

The Modesto Police Department and the Stanislaus County Sheriff's Department have partnered to develop and implement a regional justice information-sharing system to address data interoperability in Stanislaus County. The partnership, known as the Law Enforcement Networking System (LENS), 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.

The Stanislaus County Sheriff's Department and Modesto Police Department, hereinafter referred to as LENS, have implemented the COPLINK Solution product for the sharing of law enforcement data and are now seeking approval of a local LENS Data Interoperability Agreement between the City of Modesto and Stanislaus County for the sharing of law enforcement information in their records and jail management systems. The agreement defines each agency's role in this partnership of data sharing and outlines conditions under which the agency parties will share and use information, and details various indemnifications among agency parties and LENS. The agreement will allow local law enforcement and criminal justice agencies to share information in their records systems with other COPLINK nodes. Information from records management systems (RMS) and jail management systems (JMS) in Stanislaus County will be integrated into a data sharing system so that it can be shared with other law enforcement agencies. COPLINK is a nationally-known vendor of a software program that allows law enforcement to share data from their perspective records and jail management systems. It has been successfully implemented in areas throughout the country.

To further implement the sharing of information with other law enforcement agencies, LENS is seeking approval to connect with other law enforcement COPLINK nodes throughout the state and country. This feature of the software allows our node to share information with any other COPLINK node. LENS would like to partner with the Integrated Law & Justice Agency for Orange County (ILJAO) and i2Group, an IBM company formally known as Knowledge Computing Corporation, in a multi-regional justice information sharing system to address data interoperability in Stanislaus County and beyond. ILJAO is a Joint Powers Authority established by law enforcement agencies in Orange County that was created to develop and implement a regional justice information-sharing system that would allow law enforcement agencies throughout Orange County to share information contained in their case and records management systems. The ILJAO and local LENS, realizing the mutual benefits to be gained by sharing information, desire to share the information in COPLINK ILJAO and LENS with COPLINK nodes throughout the country.

Additionally, LENS would like to partner with other COPLINK nodes throughout the county for the sharing of law enforcement data. The Sheriff is requesting approval to use the Memorandum of Understanding between the LENS and ILJAO as a template for future agreements with other agencies. Approval is also being sought to authorize the Sheriff to enter into and sign these future data sharing agreements. This will allow our COPLINK node to connect with other nodes in a timely matter.

Approval of Information Sharing Agreements Between Stanislaus County and the City of Modesto and Between the Stanislaus County Law Enforcement Network System (LENS), the Integrated Law & Justice Agency for Orange County (ILJAO) and i2/Knowledge Computing Corporation

This data sharing project has allowed law enforcement to solve crime in shorter periods of time. By connecting our node to other nodes we provide law enforcement the ability to access data across jurisdictional boundaries quickly and in greater detail. This will allow our deputies to have timely and critical information readily available for inquiry, analysis and identification of suspect(s).

**POLICY ISSUES:**

Approval of this item supports the Boards' priorities of A Safe Community and Effective Partnerships.

**STAFFING IMPACTS:**

There are no staffing requirements associated with this item.

**CONTACT INFORMATION:**

Robert Van Trease, Sr. Software Developer/Node Administrator - Sheriff's Operations Division, (209) 525-7277

**LENS - DATA INTEROPERABILITY AGREEMENT**  
**BETWEEN**

**Modesto Police Department**  
**AND**  
**Stanislaus County Sheriff's Department**

FOR SHARING LAW ENFORCEMENT INFORMATION

**I. OVERVIEW**

- a. Background: The City of Modesto and Stanislaus County have partnered to develop and implement a regional justice information-sharing system to address data interoperability in Stanislaus County. The Law Enforcement Networking System (LENS) will allow law enforcement and criminal justice agencies throughout Stanislaus County to share information in their records systems ("Information").

The LENS 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").

The LENS members currently maintain information in various records and jail management systems in Stanislaus County. This information will be integrated into a COPLINK Solution. The LENS members, hereinafter the "Agency Parties," realizing the mutual benefits to be gained by sharing Information, seek to share the Information in the COPLINK solution.

The purpose of this agreement ("Agreement) is to outline conditions under which the Agency Parties will share and use Information, and to detail various indemnifications among the Agency Parties and LENS. (individually "Party, collectively "Parties").

An Agency may withdraw its participation in COPLINK at any time by providing 30 days written notice to the LENS that the Agency wishes to withdraw its participation. In the event that the Agency wishes its data withdrawn from the COPLINK repository as part of the termination of their participation, the withdrawing Agency is responsible for contacting the maintenance vendor (currently Knowledge Computing Corporation) and requesting the data removal. The withdrawing Agency shall be responsible for the cost associated with the removal of its data from COPLINK.

## II. AUTHORIZED RELEASE OF INFORMATION

- a. Sharing of Information: Each Agency Party authorizes the release of identified Information residing in COPLINK to the other Agency Party as permitted by law. An Agency Party that does not want specific Information made available to the other Agency Party is responsible for ensuring that the Information is not included in the data transfer to the COPLINK system.
- b. Limitation on Information Sharing: Information contributed by each Agency Party shall be shared with or released to only the other Agency Party. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in the COPLINK system.
- c. Liability: Each Party is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs), ("Claims") of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Party, its officers, agents or employees.
- d. Indemnification: Each Agency Party mutually agrees to indemnify, hold harmless, and defend Each Agency executing this Agreement. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the Agencies hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code.

To achieve the above-stated purpose, each Agency shall indemnify, hold harmless, and defend the other Agencies, their County or Cities, City Councils, Party, Boards of Supervisor and other elected officials, boards and commissions, officers, agents and employees (collectively, the

## LENS - Data Interoperability Agreement

“Indemnified Parties”) from and against any and all Claims of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Agency and its employees. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Each Agency executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

Each Member Agency, at its sole cost and expense, shall either self-insure or carry insurance sufficient to cover its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

### III. INFORMATION OWNERSHIP

- a. Ownership: Each Agency Party retains control of all information it provides to COPLINK. Each Agency Party is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies, practices, and procedures. Each Agency Party shall use reasonable efforts to insure the completeness and accuracy of its source data.
- b. Release of Information: Agency Parties and Authorized Users shall release or make available information accessed from COPLINK only to persons or entities authorized to receive COPLINK information. The Department of Justice “Right to Know Need To Know” rule will apply with the release of COPLINK information data sharing.
- c. Unauthorized Requests: If an Agency Party receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Agency Party shall refer the request to the law enforcement agency that authored or originated the requested information (“Source Agency”). The Agency Party shall also notify the source agency who submitted the record to LENS and inquiry was made on the record.
- d. Public Record Requests, Subpoenas and Court Orders: Any Agency Party receiving a public records request, subpoena, or court order (“Legal Request”) for information in COPLINK not authored by or originated by that Agency Party shall respond to the Legal Request by written notification of the Source agency the request should be

## LENS - Data Interoperability Agreement

addressed to, and shall immediately provide a copy of the Legal Request to the Source Agency.

- e. Security Requirements: AGENCIES agree to enforce and maintain security requirements for COPLINK systems and networks as specified in the Technical Requirements Section of the Federal Bureau of Investigation's Criminal Justice Information Systems Security Policy. Exceptions to the above policy shall not be implemented by any AGENCY without the approval of the host agencies City of Modesto Police and Stanislaus County Sheriff.

AGENCIES further agree that the law enforcement information hosted in the COPLINK data repositories shall be used for law enforcement purposes only, and that only law enforcement agency employees that have been subject to background screening will be allowed access to the COPLINK system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to COPLINK shall not be granted.

### IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- a. Accuracy of Information: Agency Parties agree that the data maintained in COPLINK consists of information assumed to be accurate. Each Agency Party will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency Party requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.
- b. Timeliness of Information: Each Agency Party shall determine the frequency in which its data will be refreshed in COPLINK. In addition, each Agency Party 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, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency Party's data.

## LENS - Data Interoperability Agreement

- c. Hold Harmless: To the extent permitted by law, each Agency Party agrees to hold the other Agency Party harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

### V. USER ACCESS

- a. Login Application Process: Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.

The Node Administrator will be responsible for all Admin module privileges including global system auditing of queries.

- b. Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.
- c. Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system. Each Authorized User shall sign an acknowledgement stating, "I have received a copy of the terms and conditions of usage of COPLINK. I agree to comply with the terms and conditions and I understand that violation of the terms and conditions may lead to disciplinary action and/or criminal prosecution." The Agency System Administrator shall maintain the signed acknowledgements at all times. A list of authorized users will be provided to the primary source agency to grant access to COPLINK.
- d. 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.



## LENS - Data Interoperability Agreement

- e. Limitations on Use of Logins: An Authorized User shall not access COPLINK by using a name or password that was assigned to another 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 Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and 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 System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time. The Agency System Administrator for purposes of the audit trail will be the Records Manager of participating agencies.
- g. Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

## 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.
- b. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.
- c. Removal or Editing of Records: Agency Parties shall determine a schedule for record deletion and other edits based on each Source Agencies retention policy.

## VII. SYSTEM ACCESS

- a. Network Access: Access to COPLINK will be provided by a private network maintained by the requesting agency and must be a secure DOJ approved network configuration. Agency parties will be responsible for providing all equipment necessary to comply with current DOJ standards.
- 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. SYSTEM MAINTENANCE

- a. Agency Maintenance Contribution: Modesto Police Department and Stanislaus County Sheriff's Department will be responsible for the initial costs associated with licensing, hardware and software with Coplink. Other Agency Parties within Stanislaus County who join the LENS Coplink system will be responsible for licensing, hardware and software associated with their connection to LENS. A node replacement hardware fee per Agency Party may be established after the initial warranty period for hardware node replacement cost projected over the life expectancy of the hardware, physically located at Modesto Police Department, to establish a hardware replacement fund.
- b. Invoice: Each Agency Party shall be sent an invoice indicating its contribution to the cost of maintaining the system. Said invoices shall be mailed to each Agency Party on or about the first day of July, commencing July 1, 2011, and each Agency Party shall make payment to the City of Modesto within thirty days of the mailing of the invoice.

## IX. AGREEMENT TERMS

- a. Term: This Agreement will commence on the date that it is executed by all Source Agencies. It will terminate only as allowed by Section IX.
- b. Amendments: Any change in the terms of this Agreement, shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Agency Parties.
- c. Supplemental Policies: An Agency Party may add individual guidelines for its own computers or networks providing the guidelines do not conflict with the provisions of this Agreement.

## LENS - Data Interoperability Agreement

- d. Sanctions for Non-Compliance: Any Agency Party that violates the guidelines of this Agreement may be disconnected from the COPLINK System. The offending Agency Party will be provided with a 60-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. In the event the Agency Party is terminated from this agreement all data provided by the Source Agency will be deleted from COPLINK.
- 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 the State of California, pursuant to and under the laws of the State of California.
- 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 the Memorandum of Understanding among the members of the LENS.

Agencies conflict with the terms of this Agreement, the terms of this Agreement shall govern the rights and obligations of the parties hereto.

## X. TERMINATION

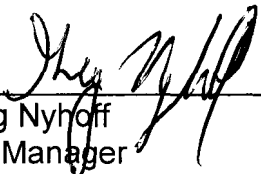
Either Agency Party to this Agreement may terminate this Agreement or any part hereof upon giving the other Agency Party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.


## XI. SIGN-OFF ON EXECUTION OF AGREEMENT

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 legally bind its Party 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.

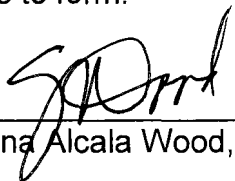
LENS - Data Interoperability Agreement

"THE CITY"  
THE CITY OF MODESTO

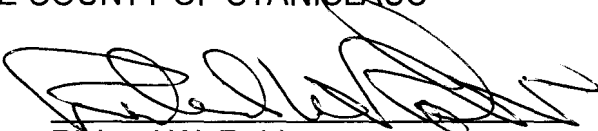
By   
Greg Nyhoff  
City Manager

Attest:   
Stephanie Lopez  
City Clerk

Approved as to form:

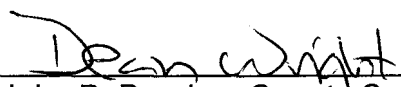
By   
Susana Alcala Wood, City Attorney

"THE COUNTY"  
THE COUNTY OF STANISLAUS

By   
Richard W. Robinson  
Chief Executive Officer

Attest:   
Christine Ferraro  
Clerk of the Board

Approved as to form:

By   
John P. Doering, County Counsel

## MEMORANDUM OF UNDERSTANDING

Between  
The (Law Enforcement Networking System (LENS))  
And  
The Integrated Law & Justice Agency for Orange County  
And  
Knowledge Computing Corporation

### FOR SHARING LAW ENFORCEMENT INFORMATION

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between the \_\_\_ Law Enforcement Networking System and Integrated Law & Justice Agency for Orange County.

#### I. OVERVIEW

- a. Background: The Integrated Law & Justice Agency for Orange County ("ILJAOC"), a Joint Powers Authority, was established by law enforcement agencies in Orange County, pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code. The ILJAOC was created to develop and implement a regional justice information-sharing system that would allow law enforcement agencies throughout Orange County to share information contained in their case and records management systems ("Information").

The (Law Enforcement Networking System) ("*LENS*") located in Stanislaus County, is a consortium that has developed and implemented a justice information-sharing system that would allow law enforcement agencies throughout Stanislaus County and potentially beyond, to share information in their records and jail management system (Information). They are the host for their LENS, which ultimately may include other law enforcement agencies in Stanislaus County and elsewhere which desire to share Information in a similar manner as authorized.

The ILJAOC 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 ILJAOC*") currently maintained by i2/Knowledge Computing Corporation ("*I2/KCC*" or "*Contractor*"), an Arizona Corporation.

LENS also 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 *LENS*, a computerized system that was

installed by, and is currently maintained by, I2/Knowledge Computing Corporation ("I2/KCC" or "Contractor"), an Arizona Corporation. LENS uses COPLINK to analyze and share information.

ILJAOC and LENS, hereinafter the "Agency Parties," realizing the mutual benefits to be gained by sharing Information, now seek to share the Information in COPLINK ILJAOC and LENS. The specific technological means for securely connecting both COPLINK Nodes will be approved by both Node Administrators.

The purpose of this Agreement ("Agreement") is to outline conditions under which the Agency Parties (to include those other approved Agencies that may join the LENS, will share and use Information, and to detail various indemnifications among the Agency Parties and KCC (individually "Party, collectively "Parties").

## II. AUTHORIZED RELEASE OF INFORMATION

- a. Sharing of Information: Each Agency Party authorizes the release of Information residing in COPLINK to the other Agency Party as permitted by law. An Agency Party that does not want certain Information made available to the other Agency Party is responsible for ensuring that the Information is not included in the data transfer to COPLINK. An Agency Party 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 Agency Party shall be shared with or released to only the other Agency Party. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in COPLINK.
- c. Liability: Each Party is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) ("Claims") of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Party, its officers, agents or employees.
- d. Indemnification: Each Agency Party mutually agrees to indemnify, hold harmless, and defend the other Agency Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. The indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense

that arises out of, or is in any way related to the performance of services pursuant to the agreement. The indemnity obligation will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the agreement and that is sustained by any third party, agent or contractor of an Agency Party. Each Agency Party executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement.

KCC shall defend, indemnify and hold harmless the Agency Parties and their Indemnified Parties from and against any and all Claims of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance by KCC or its subcontractors of any tier in the performance of installing or maintaining COPLINK. Notwithstanding the foregoing, nothing herein shall be construed to require KCC or the Agency Parties to indemnify any other party from any Claim arising from the sole negligence or willful misconduct of another party. Nothing in this indemnity shall be construed as authorizing any award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

The provisions of this section, II d, shall survive the expiration or termination of this Agreement.

### III. INFORMATION OWNERSHIP

- a. Ownership: Each Agency Party retains control of all information it provides to COPLINK. Each Agency Party is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Agency Party shall use reasonable efforts to insure the completeness and accuracy of its source data.
- b. Release of Information: Agency Parties and Authorized Users shall release or make available information accessed from COPLINK only to persons or entities authorized to receive COPLINK information.
- c. Unauthorized Requests: If an Agency Party receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Agency Party shall refer the request to the law enforcement agency that authored or originated the requested information ("Source Agency").
- d. Public Record Requests, Subpoenas and Court Orders: Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK not authored by or originated by that Agency Party

shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the Source Agency.

#### IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- a. Accuracy of Information: Agency Parties agree that the data maintained in COPLINK consists of information assumed to be accurate. Agency Parties will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency Party requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.
- b. Timeliness of Information: Each Agency Party shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency Party 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, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency Party's data.
- c. Limitation of Liability: Notwithstanding anything in this Agreement to the contrary, a Source Agency shall not be liable to a requesting Agency for information from the Source Agency that may be inaccurate or out-of-date; provided, however, that should the Source Agency's information be inaccurate or out-of-date due to the gross negligence or willful misconduct of the Source Agency, then the provisions of Section II d., paragraph one, shall apply to any losses or Claims arising out of said inaccurate or out-of-date information.

#### V. USER ACCESS

- a. Login Application Process: Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party.

Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.

- b. Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default



password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

- c. Users Informed Regarding Agreement: The Agency System Administrator must insure that all Authorized Users are informed of the terms and conditions of this Agreement when they are issued a login ID for the system, and that any violation of the terms and conditions may lead to disciplinary action and/or criminal prosecution.
- d. 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 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 Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and 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 System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.
- g. Termination of Logins: Each Agency System Administrators responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

## 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.
- b. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.

- c. Removal or Editing of Records: Agency Parties shall determine a schedule for record deletion and other edits.

## 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 Agency Parties.
- 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. AGREEMENT TERMS

- a. Term: This Agreement will commence on the date that it is executed by all Agency Parties and KCC. It will terminate only as allowed by Section IX.
- b. Amendments: Any change in the terms of this Agreement, shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Agency Parties and KCC. The Agreement will also be considered Amended when ratified by the Governing Authority (City Council, Board of Supervisors, etc.), of any Agency which is approved by and joins the LENS.
- c. (LENS: (LENS shall require any entity that has access to ILJAOC by virtue of this Agreement to agree to be bound by the obligations, terms and conditions of this Agreement to the same extent as LENS is bound to the obligations, terms and conditions set forth in this Agreement.
- d. Supplemental Policies: An Agency Party may add individual guidelines for its own computers or networks providing the guidelines do not conflict with the provisions of this Agreement.
- e. Sanctions for Non-Compliance: Any Agency Party that violates the guidelines of this Agreement may be disconnected from the COPLINK System. The offending Agency Party will be provided with a 60-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.
- f. 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.

- g. 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.
- h. Precedence of Documents. To the extent that the terms of this Intergovernmental Agreement among the members of the ILJAOC and LENS COPLINK Nodes conflict with the terms of any other Agreement, the terms of this Agreement shall govern the rights and obligations of the parties hereto.

**IX. TERMINATION**

Either Agency Party to this Agreement may terminate this Agreement or any part hereof upon giving the other Agency Party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. KCC shall not terminate this Agreement.

**X. SIGN-OFF ON EXECUTION OF AGREEMENT**

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 the Governing Authority of its Party to execute this Agreement and legally bind its Party 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

**INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY**

By:  12-6-11

**SCOTT JORDAN**  
Governing Board Chair

**LAW ENFORCEMENT NETWORKING SYSTEM (LENS)**

By \_\_\_\_\_  
Adam Christianson  
Stanislaus County Sheriff-Coroner

APPROVED AS TO FORM:

by John P. Doering  
John P. Doering  
LENS County Counsel

**I2/KNOWLEDGE COMPUTING CORPORATION**

By: Bob Griffin Date: 7 December 2011  
**Bob Griffin**  
Chief Operating Officer/Senior Vice President