DEPT: Chief Executive Office   **BOARD AGENDA #** *B-3

Urgent ☐   Routine ■   **AGENDA DATE** February 14, 2012

CEO Concurs with Recommendation YES ■ NO ☐   **4/5 Vote Required YES** ☐ **NO** ■
(Information Attached)

SUBJECT:

Authorization of an Agreement to be Used for Information Sharing Between Stanislaus County Integrated Criminal Justice Information System (ICJIS) and Outside Agencies

STAFF RECOMMENDATIONS:

1. Approve and authorize the use of the ICJIS Customer Agreement for current and future data sharing agreements between ICJIS and its outside agencies.

2. Authorize the ICJIS Management Committee to enter into and sign future data sharing agreements using the ICJIS Customer Agreement.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BOARD ACTION AS FOLLOWS:

No. 2012-061

On motion of Supervisor ___Withrow___ **, Seconded by Supervisor** ___Monteith___
and approved by the following vote,
Ayes: Supervisors: ___Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien___
Noes: Supervisors: ___None___
Excused or Absent: Supervisors: ___None___
Abstaining: Supervisor: ___None___

1) __X__   **Approved as recommended**
2) _____   **Denied**
3) _____   **Approved as amended**
4) _____   **Other:**
MOTION:

ATTEST: *Elizabeth Atkin, Deputy* CHRISTINE FERRARO TALLMAN, Clerk   File No.

Authorization of an Agreement to be Used for Information Sharing Between
Stanislaus County Integrated Criminal Justice Information Systems (ICJIS) and
Outside Agencies

Page 2

DISCUSSION:

Law enforcement agencies have become ever more dependent upon information
technology systems and readily available data to increase and improve
operational efficiency and safer communities. Access to shared information
systems helps achieve the efficient government operations we strive for and
provides law enforcement agencies with immediate and expanded access to
criminal justice related data. This expanded access to criminal data is part of the
infrastructure that supports safer communities.

Stanislaus County Integrated Criminal Justice Information System (ICJIS) is a
suite of integrated applications that were developed by the Sheriff, District
Attorney, Public Defender and Probation departments. These systems are
managed by the ICJIS Management Committee which is made up of
representatives from each of the respective justice departments. In alignment
with one of ICJIS's original goals, ICJIS has become a regional repository for
criminal justice data and as such, shares this data with a number of outside
agencies within the County.

To facilitate the process of sharing data, a customer Memorandum of
Understanding (MOU) was developed in 2006 and ICJIS has used this MOU
since that time to enter into partnerships with various agencies within the County.
As a course of normal business, the ICJIS Management Committee put our
current MOU under review and compared it against other agreements being used
for similar partnerships within the state of California. This prompted the ICJIS
Management Committee to rewrite the ICJIS Customer MOU and use the recent
Stanislaus County Law Enforcement Network System (LENS) agreement that
was approved by the Board of Supervisors on December 13th, 2011 as a
template.

The agreement defines each agency's role in the 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 the
County. The agreement will allow local law enforcement, criminal justice
agencies and other partners to access shared information in ICJIS as well as the
sharing of information in their records systems with ICJIS.

To further implement the sharing of information with other outside agencies, the
ICJIS Management Committee is requesting approval to use the attached ICJIS
Customer Agreement for all future agreements with other agencies and our
existing partners. Approval is also being sought to authorize the ICJIS
Management Committee to enter into and sign these data sharing agreements.

Authorization of an Agreement to be Used for Information Sharing Between Stanislaus County Integrated Criminal Justice Information Systems (ICJIS) and Outside Agencies

Page 3

This will allow for timely access to critical law enforcement data further facilitating a safer community.

Current partnerships between ICJIS and our outside agencies, has allowed law enforcement to solve crime in shorter periods of time. By sharing criminal justice data in ICJIS, we provide law enforcement the ability to access data across jurisdictional boundaries quickly and in greater detail. This allows all of our criminal justice related staff to have timely and critical information readily available for inquiry, analysis and identification of suspect(s).

POLICY ISSUES:
Approval of this Agenda item will support the Board priorities of of Efficient Delivery of Public Services, , Effective Partnerships and A Safe Community.

STAFFING IMPACTS:
There are no staffing issues associated with this item. Existing staff from the District Attorney, Probation, Public Defender, Sheriff and Strategic Business Technology departments will provide the necessary support to the ICJIS project.

CONTACT PERSON:
Mike Baliel, ICJIS Project Manager. Telephone: 209-342-1737

INTERGOVERNMENTAL AGREEMENT

BETWEEN
<Customer Name>
(hereinafter referred to as "The Customer")
AND
Stanislaus County Integrated Criminal Justice Information System
(hereinafter referred to as "Stanislaus County")

FOR SHARING LAW ENFORCEMENT INFORMATION

1. OVERVIEW

a. <u>Background</u>: The Stanislaus County Integrated Criminal Justice Information System ("ICJIS") and its respective management team, was created to develop and implement a County wide justice information system that links all of the County justice agencies and is capable of sharing data with other state and regional criminal justice systems.

ICJIS seeks to protect the total community by efficiently and effectively providing accessible, accurate Information for the speedy investigation and apprehension of criminals, terrorists and other law violators. Information is shared through a suite of integrated computerized justice systems collectively known as ICJIS that was developed and installed by, and is currently maintained by, Stanislaus County. The ICJIS suite of applications includes systems provided by each of the 4 justice agencies (Sheriff, District Attorney, Probation and Public Defender) .

Stanislaus County and the customer, hereinafter collectively referred to as "Parties", realizing the mutual benefits to be gained by sharing Information, now seek to share information in ICJIS. The sharing of information may be uni-directional (the customer has read only access to ICJIS or ICJIS Data) or the sharing may be bi-directional (Data from the customer may be entered into ICJIS manually or through and automated process).

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

2. AUTHORIZED RELEASE OF INFORMATION

a. Sharing of Information: Each Party authorizes the release of information shared electronically to the other Party as permitted by law. A Party that does not want certain Information made available to the other Party is responsible for ensuring that the data is not entered or Information is not included in the application screens or automated transfer. A 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 the respective systems.

b. Limitation on Information Sharing: Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in ICJIS.

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 ICJIS by the customer or data by Stanislaus County, its officers, agents or employees.

d. Indemnification: Each Party mutually agrees to indemnify, hold harmless, and defend the other 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 a Party. Each 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.

Notwithstanding the foregoing, nothing herein shall be construed to require the 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.

3. INFORMATION OWNERSHIP

a. Ownership: Each Party is responsible for creating, updating, and deleting records in their respective management systems or database, according to its own policies. Data entered into ICJIS manually by the customer should be updated by the customer when necessary to reflect any changes that may have occurred in the primary management system. Each Agency Party shall use reasonable efforts to insure the completeness and accuracy of its source data.

b. Release of Information: Parties and Authorized Users shall release or make available information accessed from ICJIS only to persons or entities authorized to receive/view ICJIS information.

c. Unauthorized Requests: If an Agency Party receives a request for information in ICJIS by anyone who is not authorized to receive information from ICJIS, that 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 Party receiving a public records request, subpoena, or court order ("Legal Request") for information in ICJIS not authored by or originated by that Party shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the Source Agency.

4. UNDERSTANDING ON ACCURACY OF INFORMATION

a. Accuracy of Information: Parties agree that the data maintained in ICJIS consists of information assumed to be accurate. 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.). <u>It shall be the responsibility of the Party requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.</u>

b. <u>Timeliness of Information</u>: Each Party shall determine the frequency with which its data will be entered into ICJIS. In addition, each Party has its own policy regarding the speed at which incidents are recorded in its internal records management systems. It shall be the responsibility of the requesting Party to confirm the timeliness and relevance of the information with the Source Agency.

c. <u>Hold Harmless</u>: To the extent permitted by law, each Party agrees to hold the other Party harmless for any information in ICJIS, 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.

5. USER ACCESS

a. <u>Login Application Process</u>: Each of the respective ICJIS Agencies (Sheriff, District Attorney, Probation and Public Defender) is responsible for the management of user accounts within the respective Agency system. Access to a particular ICJIS application will be cleared with the respective Agency. Customer 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 needing a login and password for ICJIS will be requested by the designated customer ICJIS contact(s) and sent to the appropriate ICJIS Agency System Administrator. Each ICJIS Agency System Administrator shall have discretion to deny or revoke individual access.

b. <u>Login Assignment</u>: Each Authorized User will be issued a user login and a default password by the Department System Administrator. Upon logging into ICJIS for the first time, each Authorized User will change the default password to another password. At a minimum, the user password will need to comply with the password policy set forth in the Stanislaus County IT Security Policy. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

c. <u>Provision of Agreement</u>: The respective ICJIS Agency System Administrator must provide a copy of the terms and conditions for use of ICJIS to all Authorized Users prior to granting access to the respective ICJIS system. This may be in electronic or hard copy form. Each Authorized User shall sign an acknowledgement stating, "I have received a copy of the terms and conditions of usage of ICJIS. 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." before access is granted to the respective ICJIS system. The respective ICJIS Agency System Administrator shall maintain the signed acknowledgements (which may be stored in electronic or hard copy form).

d. <u>Intended Use</u>: Each Authorized User agrees that ICJIS, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the law and for legitimate law enforcement purposes. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.

e. <u>Prohibited Uses</u>: An Authorized User shall not access ICJIS 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. <u>Audit Trail</u>: Transactions in ICJIS are logged, and an audit trail is created. Where appropriate, each ICJIS Agency System Administrator shall conduct an internal audit to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes only. Each ICJIS Agency System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the ICJIS Agency System Administrator, by personnel authorized to request such information. Upon department approval, the ICJIS Agency System Administrator shall provide the logs to the requesting party within a reasonable amount of time.

g. <u>Termination of Logins</u>: The customer is required to send the ICJIS Agency Administrator a notification of any change in user status that would affect their ICJIS login privileges within 24 hrs. Each ICJIS Agency System Administrator is responsible for timely removal of any login accounts when received by the Customer Party.

6. CONFIDENTIALITY OF INFORMATION

a. <u>Information Confidentiality</u>: Information in ICJIS 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 ICJIS. Otherwise, the information shall be kept confidential.

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

7. SYSTEM ACCESS

a. <u>Network Access</u>: Access to ICJIS will be provided by a private network maintained by a secure network configuration or other such method that is mutually acceptable to both Parties.

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

8. AGREEMENT TERMS

a. <u>Term</u>: This Agreement will commence on the date that it is executed by all Parties. It will terminate only as provided in Section 9.

b. <u>Amendments</u>: 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. <u>Supplemental Policies</u>: 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.

d. <u>Sanctions for Non-Compliance</u>: Any Agency Party that violates the guidelines of this Agreement may be disconnected from the ICJIS 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.

e. <u>Controlling Law and Venue</u>: 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. <u>Severability</u>: 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.

9. TERMINATION

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

10. 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.

Stanislaus County Integrated Criminal Justice Information System

By: _____
    Robert Van Trease

    Authorized Representative
    Stanislaus County Integrated Criminal Justice Information System

Date: _____

<Insert Customer Name Here>

By: _____
<Insert Name>

<Insert Title>
<Insert Customer name Here>

Date: _____