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# Memorandum of Understanding and Agreement

# Northern California Regional Intelligence Center

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**Mike L. Sena**  
Director, Northern California Regional Intelligence Center &  
High Intensity Drug Trafficking Area



**NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER**

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into by and between the Northern California Regional Intelligence Center ("NCRIC") and the law enforcement or public safety agency executing this agreement as indicated on the signature page "Member Agency."

WHEREAS, Member Agency provides public safety services; and

WHEREAS, NCRIC is a multi-jurisdictional public safety information fusion center managed under the Northern California High Intensity Drug Trafficking Area (NCHIDTA) Executive Board that assists public safety agencies with the collection, analysis and dissemination of information related to criminal threats; and

WHEREAS, the mission of the NCRIC is to protect the citizens of the counties within its area of responsibility from the threat of narcotics trafficking; organized crime; international, domestic and street terrorism related activities through information sharing and technical operation support to public safety agencies; and

WHEREAS, NCRIC and Member Agency are dedicated to the most efficient utilization of their resources and services in public safety endeavors; and

WHEREAS, NCRIC and Member Agency are committed to cooperation and coordination in providing the highest level of safety services to the public, guided by the principle that cooperative efforts are in the public's best interest; and

WHEREAS, Member Agency supports the sharing of information contained within its electronic data systems in furtherance of collaboration with other appropriate public safety entities, through integrated systems of information technology that the NCRIC has developed, established, or licensed; and

WHEREAS, NCRIC and Member Agency recognize the need to protect Member Agency's ownership and control over its shared information, to optimize the means through which shared information is accessed or analyzed, and to protect privacy and civil liberties in accordance with the law; and

NOW, THEREFORE, NCRIC and Member Agency hereby agree to conditions set forth in this MOU:

## **Purpose**

This agreement provides a framework for Member Agency and NCRIC to facilitate data collaboration – both outward sharing of information from Member Agency, as well as providing Member Agency with shared information from other sources - in a manner that protects the rights and authority of Member Agency, allowing participation in sharing environments while simultaneously retaining ownership of its data and control over which records are shared, how they are shared, and with whom.

### **1) Definitions and other Terminology**

**Member Agency:** the law enforcement or public safety organization whose leadership or appropriate authority has signed this agreement and actively participates in bi-directional information sharing with other law enforcement or public safety entities through assistance from the NCRIC.

**Data:** electronic records, analyses, images, and other information associated with incidents, persons, or objects, originally created by Member Agency and existing in a Member Agency system or database.

**Contributed Data:** records originating from Member Agency that Member Agency has elected to share with other appropriate parties.

**Shared Data:** the aggregate pool of shared information from Member Agency and other contributing sources, made available via the NCRIC or facilitated by NCRIC funding, technology systems, and/or efforts.

**Authorized Users:** personnel from the Member Agency that have the appropriate clearance and authority to utilize and access shared data as a function of their employment, in support of law enforcement or public safety.

### **2) Rights, Powers and Authority**

This Agreement does not limit the rights, powers, and authority of either party.

Nothing in this Agreement shall be construed to require either party:

- a) to disclose any information it determines, in its sole discretion, it does not have the ability or authority to disclose; OR
- b) to perform any act that it determines, is contrary to law or public policy; OR
- c) to provide personnel, equipment, or services to the other party; OR
- d) to modify, restrict, or inhibit utilization of any information technology systems

### **3) Data Sharing**

Recognizing that Member Agency has sole discretion to choose exactly the information it wishes to contribute, the audience to which contributed data may be shared, and retains unbridled authority to redact or exclude information: Member Agency agrees to promote comprehensive, timely, and accurate data sharing.

Member Agency grants authority to NCRIC to further share the information contributed by Member Agency with other public safety entities who possess a need to know and right to know the shared data, except where explicitly denied by the Member Agency.

Member Agency grants authority to the NCRIC to execute information sharing agreements with other agencies, and to expand, incorporate, and unify additional shared information from other agencies. Such agreements will not require further review or approval by Member Agency.

Member Agency grants authority to the NCRIC to provide contributed data into software platforms to optimize law enforcement sharing, search, reporting, or analytic capabilities. Such connections will not require further review or approval by Member Agency, provided it occurs entirely within technology infrastructure that is both CJIS-compliant and NCRIC managed.

If NCRIC determines it is in the interest of public safety to connect Member Agency's contributed data to a CJIS-compliant system that resides outside NCRIC ownership and control, NCRIC shall only proceed after obtaining written approval from Member Agency.

Member Agency retains right to later determine that any contributed data should no longer be shared, or to opt out of any specific sharing software platform. In these instances, NCRIC will make every reasonable effort to accommodate the updated preferences of Member Agency within 14 days.

### **4) Sharing in Compliance with State and Federal Law**

In gathering, sharing, and storing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations, both those in existence at the time of execution of this MOU and those enacted subsequent to execution of this MOU, including but not limited to, to the extent applicable, the California Values Act (Government Code Section 7284 *et seq.*). NCRIC will, consistent with Section 7284.8(b) work to ensure that databases are governed in a manner that limits the availability of information therein to the fullest extent practicable and consistent with federal and state law, to anyone or any entity for the purpose of immigration enforcement.

## **5) Information Ownership and Release**

Member Agency remains the official custodian of all contributed data. To the fullest extent permissible by law, all requests for information, including but not limited to inquiries under the California Public Records Act or Freedom of Information Act, will be referred to the Member Agency that is the originator of the requested data. The Member Agency that is the originator of the requested data will be responsible for responding to the request and will indemnify and defend the NCRIC from any action brought related to Member Agency's response, or lack thereof, provided that NCRIC uses best efforts to promptly inform the Member Agency of the CPRA request upon receipt.

## **6) Authorized User Access and User Responsibilities**

Member Agency is responsible for management of its Authorized User accounts and the activities of its Authorized Users.

Member Agency agrees that all Authorized Users shall be current employees in good standing that are legally entitled to view law enforcement sensitive content as part of their assigned duties in support of public safety.

If for any reason a user is no longer eligible for such access, including ending employment with the agency, Member Agency will ensure access is removed and make notification to the NCRIC.

Member Agency agrees that shared information is to be used solely for authorized purposes consistent with the law. Member Agency shall not use or share the information for any unauthorized purposes, and Member Agencies agree that such actions will result in the Member Agency or its offending Authorized User being revoked access to the system.

Member Agency will ensure that its Authorized Users will not access shared data by using a name, password, or any authentication mechanism that is assigned to another person. Member Agency will ensure that Authorized Users will not share passwords with another individual, nor allow another user to utilize the system under their credentials.

Member Agency will ensure that shared data will only be accessed from electronic devices that meet all current security requirements for accessing law enforcement information. Such policies should also forbid utilization of personal / non-agency devices, or enforce appropriate security requirements on those devices to meet CJIS compliance.

**7) No Guarantee of Accuracy**

Member Agency acknowledges that shared data may or may not be accurate. Member Agency further understands that neither the suppliers of shared data nor NCRIC are warranting the accuracy of such information. Member Agency agrees to take necessary steps to appropriately verify the accuracy of any and all information before taking any action based upon it.

Member Agency understands and agrees to put in place a policy that clearly sets forth a requirement of verification and so inform each Authorized User.

Member Agency agrees to use shared data as a pointer system for investigative leads or guidance, and not as the sole source of probable cause for law enforcement actions.

**8) Information Security and Standards Compliance**

Member Agency and NCRIC agree to enforce and maintain security for shared data in compliance with all applicable law, including but not limited to the California Department of Justice's California Law Enforcement Telecommunications System Policies, Practices, and Procedures (CLETS PPP) and the Federal Bureau of Investigation's Criminal Justice Information System Security Policy (FBI CJIS Security Policy).

Member Agency and NCRIC shall store information, whether electronic or hardcopy, only in a manner that is compliant with all applicable physical security and cyber security requirements. Data shall be retained, purged, and destroyed in accordance with all applicable standards. Data exchange and user access shall be achieved using encryption, private networks, or other configurations that follow current best practices for information technology.

**9) Mutual Indemnification**

For the purpose of this Section, indemnification of NCRIC and its employees includes any and all NCRIC personnel, regardless of whether they may be employed by or assigned to NCRIC from another public agency.

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act or omission of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **10) Costs**

Execution of this agreement shall not be construed to require NCRIC or Member Agency to incur any new costs. For any potential costs associated with information sharing or access to shared information, either party may determine in its sole discretion, whether or not to incur those costs.

## **11) Partial Invalidity**

If any terms or conditions of this Agreement shall to any extent be judged invalid, unenforceable, or void for any reason whatsoever by a court of competent jurisdiction, the remaining terms and conditions of this agreement shall continue in full force and effect.

## **12) Effective Date and Term of MOU**

This agreement shall remain in effect until terminated by either party by giving written notice. In the event of termination, NCRIC will destroy or return Member Agency's contributed data, and provide written confirmation upon completion.

This agreement supersedes any previous Memorandum of Understanding between NCRIC and Member Agency regarding the sharing of law enforcement information systems and data.

## **13) Written Amendments or Assignment**

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

## **14) Signer Authority and Electronic Documents**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective parties.

Unless otherwise prohibited by law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature.

The Member Agency hereby executes this MOU as of the date of execution by the individual below possessing the authority to sign on behalf of Member Agency:

\_\_\_\_\_  
Member Agency

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Director Mike L. Sena on behalf of the Northern California Regional Intelligence Center:

\_\_\_\_\_  
Mike L. Sena  
Director  
Northern California Regional Intelligence Center

\_\_\_\_\_  
Date