

INFORMATION-SHARING SYSTEM MOU
Memorandum of Understanding
(Santa Barbara County Information Sharing System Node)

This Memorandum of Understanding (“MOU”) is made and entered into on this 18th day of March 2014 by and between the parties below and all future signers of this MOU, known collectively as “Member Agencies” or individually as a “Member Agency.” Authority to enter into this MOU is pursuant to California Government Code Sections 6500-6536, which provides the legal authority for public agencies to enter into Joint Powers Agreements (“JPA”). It is not the intention of the parties to this MOU to create a new public entity; this is merely a joint powers agreement among the member agencies.

The following Member Agencies hereby created the Santa Barbara County Information Sharing System (SBCISS) node: The following agencies are collectively known as the “Original Member Agencies.”

- Lompoc Police Department
- Santa Barbara County District Attorney’s Office
- Santa Barbara Police Department
- City of Guadalupe
- Santa Barbara County Probation Department
- Santa Barbara County Sheriff’s Office
- Santa Maria Police Department
- University of California at Santa Barbara Police Department

Purpose

The Cities, Counties, and other Agencies that are part of this MOU, including any departments or divisions of such agencies, have identified the need and their desire to enter into an agreement to share data. The COPLINK application allows law enforcement personnel to search countywide records management systems for investigative purposes. Member Agencies shall work cooperatively to establish this integrated system of information technology that maximizes the sharing of data and communication between the Member Agencies, while maintaining the confidentiality of privileged or otherwise protected information shared through the system. This regional law enforcement information-sharing system shall be known as the Santa Barbara County Information Sharing System (SBCISS) Node. The Member Agencies shall work in a variety of ways to facilitate sharing data in an effort to improve the information sharing efforts of their respective Agency and Node. This MOU is to outline the duties and responsibilities of each Member Agency, and to provide the method for the addition of other eligible entities in the data-sharing program created by this MOU.

THEREFORE, the Member Agencies hereby agree to the following:

1 Definitions: The following terms are defined for the purposes of this MOU

1.1 *Santa Barbara County Information Sharing System Node Governing Board (hereafter Governing Board):* The body responsible for executive

INFORMATION-SHARING SYSTEM MOU
Memorandum of Understanding
(Santa Barbara County Information Sharing System Node)

oversight of the Santa Barbara node. The Governing Board shall conduct meetings in accordance with the Ralph M. Brown Act.

It is not the intention of the parties to this MOU to create a new public entity; this is merely a joint powers agreement among the member agencies; provided that the parties understand and agree this MOU may create new legislative bodies that must comply with the Brown Act.

- 1.2 *Santa Barbara County Information Sharing System "SBCISS"*: The collective group of member agencies, which are represented on regional law enforcement information-sharing agreements.
- 1.3 *SBCISS Chair*: The individual responsible for coordinating the activities in the region represented by this MOU. The "Chair" is elected by the Governing Board.
- 1.4 *Santa Barbara County Information Sharing System Node or the Node*: The collective informational infrastructure of the data warehouse operated for the benefit of the Member Agencies, within the Santa Barbara County region that are bound by the terms of this MOU. Also known as the data repository.
- 1.5 *Santa Barbara County Information Sharing System Node Consortium or Consortium*: The collective group of agencies that have entered into a MOU agreement to participate in the Santa Barbara County Region Node for law enforcement information sharing.
- 1.6 *COPLINK*: The information sharing and analysis software licensed to the Fiscal Agent on behalf of Member Agencies by IBM under the name COPLINK.
- 1.7 *Criminal Justice Practitioners*: Those personnel from the Member Agencies that have the appropriate clearance and authority to utilize the Data as a function of their employment.
- 1.8 *Data*: Facts, detailed information, or other material provided by a Member Agency.
- 1.9 *Data Set*: A specific grouping of data included in systems like records management or jail management systems. For example, typical data sets within a records management system include, but not limited to, Crime Reports, Field Investigations, Citations, Mug shots, and Arrest Reports.
- 1.10 *Data Records*: The unique record associated with an incident or person. For example, this refers to a single report that includes a variety of data.

INFORMATION-SHARING SYSTEM MOU
Memorandum of Understanding
(Santa Barbara County Information Sharing System Node)

- 1.11 *Fiscal Agent*: The agency, entity or person approved and directed by the Governing Board to handle and account for funds collected by the Consortium for the benefit of all Member Agencies.
- 1.12 *Host*: The entity providing the facilities used to host the Node as determined by a fair review and decision by the Governing Board.
- 1.13 *i2/International Business Machine "IBM"*: The corporation with its principal place of business at 7750 E. Broadway, Suite 100, Tucson, Arizona 85710, and the owner and developer of COPLINK.

2 Effective Date and Term of MOU

- 2.1 Effective Date: The effective date of this MOU is the date noted in the opening paragraph of this MOU as to the original Member Agencies, and as to subsequent Member Agency executes this MOU in writing.
- 2.2 Term: This MOU shall remain in effect until terminated by the procedures as provided herein.

3 Committee and Working Groups

- 3.1 The Santa Barbara County Information Sharing System Node Board of Directors: The Board shall be comprised of Agency Heads for each Member Agency, or their designee, with each Member Agency having an equal vote on the direction, decision, and future planning of the Node. The Governing Board shall meet at a minimum of once a year and shall conduct appropriate business with an agenda and minutes, including a summary report of actions taken as prepared under the direction of the Governing Board Chair.
 - 3.1.1 The Board Chair shall be elected amongst the Board members for a term of no more than two years, and may serve additional terms based upon a vote of the Board. The Chair may select a designee to serve on his/her behalf if he/she cannot preside over the Governing Board on a particular date.
- 3.2 Santa Barbara County Information Sharing System Node Technology Committee: The Agency Heads of the Member Agencies shall appoint a representative to serve on the Technology Committee. This Committee will meet at least once per year in order to address system operations, upgrades, enhancements and any other matters of concern to Member Agencies.
- 3.3 Santa Barbara County Information Sharing System Node Working Groups: The Governing Board is empowered to create, dissolve, or

reconstitute working groups, appoint representatives, and perform other actions as deemed necessary to fulfill the purposes stated herein, including the creation of implementation or sustainment groups or other teams necessary to further law enforcement information sharing efforts.

4 Data Access and Security Requirements

- 4.1 Data Access: Access to Member Agencies' Data will be provided utilizing a secure network maintained by the Host Nodes. Query capabilities shall be provided to Member Agencies and their authorized users utilizing any secure network configuration that is acceptable to the Host Node and Member Agencies. The information residing in the data repositories shall generally be available. Member Agencies agree to inform the Consortium in advance, whenever possible, of scheduled down times of specific data feeds. The member agencies shall insure that data is only accessed by authorized users of those agencies.
- 4.2 Data Sharing: The Governing Board will set the criteria for the minimum number of data sets (i.e. Crime Reports, Citations, Field Investigations, Mugs, Arrests Reports, etc.) that member agencies must provide to be a member agency. In addition, the Board will adopt guidelines for agencies to withhold or suppress certain documents based on specific criteria. Based on these guidelines, each Member Agency shall determine, in the exercise of its sole discretion, which data records are to be shared within the system and shall maintain the databases to share the information that has been agreed upon in advance. Each Agency shall strive to identify and achieve common interests to enhance public safety and due process while maintaining individual privacy rights.
- 4.3 Security Requirements: Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for its internal agency security of their records and any technical support necessary to insure proper security.
- 4.4 Liability and Indemnification: Each Member Agency takes sole legal and financial responsibility for the actions of their employees, officers, agents, representatives and volunteers. Member Agencies agree to indemnify, defend and hold harmless other Member Agencies to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from this MOU, and that each Member Agency shall bear the proportionate cost of any damage attributable to the fault of that Member Agency, its governing body, officers, agents, employees and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been

contributory, principles of comparative fault will be followed as required by state law.

- 4.5 Insurance: Each Member Agency, at its sole cost and expense, shall carry insurance -or self-insure - 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.
- 4.6 Connecting with other COPLINK Nodes: All decisions to expand the SBCISS node will be based on the majority vote of the current Cities, Counties, and other Agencies that are part of this MOU.

5 Information Ownership, Release and Accuracy

- 5.1 Ownership and Release Constraints: Member Agencies shall retain control of and remain the official custodian of all information contributed to the Santa Barbara County Information Sharing System Node.
- 5.2 Information Utilization: Any Data present in the COPLINK system is the proprietary information of the Member Agency contributing that Data. Each Member Agency has an affirmative obligation to assure that no Data submitted to the Node violates the terms of Federal regulations covered by 28 CFR Part 23. Should the Governing Board desire to maintain information governed by 28 CFR Part 23, separate provisions for compliance will be established, including the potential of establishing a separate Node to house such data.
- 5.3 Information Accuracy: Member Agencies and Authorized Users acknowledge that Data maintained in the SBCISS Node consists of information that is entered with a best effort to be accurate but there is no assurance or certification that the information is accurate.
- 5.4 Data Errors: It will be the responsibility of Member Agencies to correct data errors that are identified at that Member's sole cost within a reasonable time, but no later than ninety-days (90) from the date of notification.

6 Funding, Costs, Personnel and Financial Considerations

- 6.1 Node Costs and Individual Financial Responsibility: All operational expenses will be shared between the agencies that contribute their data to the Coplink system. The apportioned cost to each agency will be based on the authorized number of sworn officers within each agency. New member

INFORMATION-SHARING SYSTEM MOU
Memorandum of Understanding
(Santa Barbara County Information Sharing System Node)

agencies joining the Santa Barbara Information Sharing System (SBCISS) node will be adopted into this accounting model.

- 6.2 Payment Administration: The Fiscal Agent shall administer payments to vendors and invoice Member Agencies for their share of cost.
- 6.3 Grant Funding: Grant funding will be used where possible to offset the start-up costs and maintenance of the Node. The primary use of any such funds will focus on infrastructure and paying 50% of data integration fees for the Original Member Agencies. The Fiscal Agent will manage all aspects of payment and reporting for grant funding.
- 6.4 Future Grant Funding: Member Agencies that apply individually for grant funding for this system should notify the Governing Board to avoid duplicative efforts and requests for funding. Any grant funding which may result from such applications will be considered to be outside of this MOU. The Member Agencies may choose to apply jointly for grant funding and upon the written agreement of the Member Agencies; such monies shall fall under the jurisdiction of this MOU.
- 6.5 Member Agency Employees: Employees of a Member Agency working for the benefit of the Node remain the employees of that Member Agency.

7 Amendments

- 7.1 This MOU may be modified in writing by presentation of the proposed changes and an affirmative majority vote of the Governing Board. However, if the legal counsel for any of the member agencies determines that the proposed modification(s) is deemed "significant" in either scope or implications, such change(s) shall require the approval of the political subdivision (city council, board of supervisors, etc.), of that Member Agency and the modification shall not take effect unless and until approved by the governing board or the proper authority of the member agency.

8 Termination

- 8.1 MOU Termination: This MOU may be terminated by mutual agreement of all Member Agencies.
- 8.2 Member Agency Termination: Any Member Agency may terminate its participation in this MOU for any reason upon a ninety-day (90) prior written notice to the Board, unless the Member Agency is a Host Node.

INFORMATION-SHARING SYSTEM MOU
Memorandum of Understanding
(Santa Barbara County Information Sharing System Node)

In the event of termination, the departing Member Agency is responsible for the pro-rated annual payment for the year in which they terminate.

- 8.3 Host Node Termination: A Member Agency that is also the Host of the Node wishing to withdraw as a host or terminating its participation in this MOU, must inform the Board in writing no less than one hundred and eighty days (180) prior to termination. The Board and the departing Host Node are responsible to work collaboratively to locate a successor Host for the Node and to assist in the transition to the new Host.
- 8.4 Fiscal Agent Termination: The Fiscal Agent may terminate its role as the financial agent for the Consortium for any reason by informing the Board in writing no less than one hundred and eighty (180) days prior to termination. The departing Fiscal Agent is responsible for facilitating the Board in locating a successor Fiscal Agent and helping in the transition period. Termination by the Fiscal Agent requires a review of financial statements to assure a smooth transition of the books and accounts to the new Fiscal Agent. Termination of the Fiscal Agent position shall not serve to terminate that agency's Member Agency status.
- 8.5 Other Termination: The Board may exercise their authority to terminate the relationship with a Member Agency established under this MOU if the majority members of the Board reasonably determine that the Member Agency is not participating in the manner agreed to within this MOU.

9 Miscellaneous

- 9.1 This MOU is intended to provide for a strategic plan to promote data sharing and should be amended in writing as necessary to accomplish the goal of fully integrating the Member Agencies, future agencies and potential future data sources.


COUNTY OF SANTA BARBARA
SIGNATURE PAGE

County of Santa Barbara



Chair, Board of Supervisors

3/25/14
Date



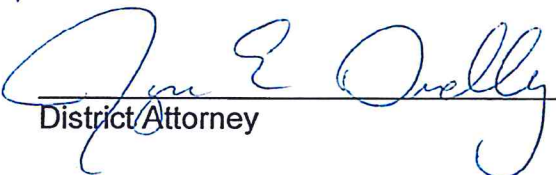
Sheriff

1/29/14
Date



Chief Probation Officer

1/29/14
Date



District Attorney

2/7/14
Date

Approved As To Form



County Counsel

2/14/14
Date

Approved As To Form



County Auditor/Controller

3/6/14
Date

CITY OF LOMPOC
SIGNATURE PAGE

City of Lompoc



Mayor

2/12/14

Date




Chief of Police

2-12-2014

Date

Approved As To Form

 Assistant City Attorney

City Attorney

2/12/14

Date

Approved As To Form

**CITY OF SANTA MARIA
SIGNATURE PAGE**

Attorney

Date

~~AGREED to this ___ day of _____, 20__:~~

City of Santa Maria



Mayor

1-28-2014

Date



Chief of Police

1/28/14

Date

Approved As To Form



City Attorney

1-28-14

Date

AGREED to this ___ day of _____, 20__:

City of Santa Barbara

Approved As To Form

City Attorney

Date

Mayor

Date

CITY OF SANTA BARBARA
SIGNATURE PAGE

City of Santa Barbara



Mayor

3-5-2014
Date



Chief of Police

1-29-14
Date

Approved As To Form




City Attorney

3/6/2014
Date

UNIVERSITY OF CALIFORNIA AT SANTA BARBARA
POLICE DEPARTMENT
SIGNATURE PAGE

University of California Santa Barbara Police Department



Chief of Police

2/10/14

Date

Approved As To Form



Counsel

2/10/14

Date

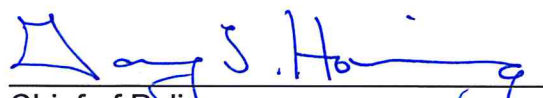
CITY OF GUADALUPE
SIGNATURE PAGE

City of Guadalupe



Mayor

2/25/14
Date



Chief of Police

2/26/2014
Date

Approved As To Form



City Attorney

2014.02.25
Date