

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND**

Oakland CA Police Department (OPD)

FOR PARTICIPATION IN THE LAW ENFORCEMENT ANALYSIS PORTAL (LEAP)

Purpose:

The purpose of this inter-agency information sharing project is multi fold:

1. Officer Safety – provide a mechanism for patrol officers to query multiple agency databases cached in a secure LEAP database, to receive focused information prior to making contact, in table form about a vehicle, plate, or location, when those elements have been involved in weapons, assaultive, drug or gang activity.
2. Crime and Link Analysis – queries against the LEAP data cache will provide responses in summary table format, report format, or geospatially on a road map. Relationships between individuals, locations, and property are shown geospatially in a Link Chart assisting investigators in connecting the dots. CompStat style reporting of data for command staff and Crime Analysts.
3. Additional hosted software tools to complement the effectiveness and efficiency of justifications that request services, such as a hosted RMS which allows agencies access to hosted services at affordable prices by subscription rather than capital expenditure.
4. Other services and functionality may be added at a later date as deemed necessary by the LEAP Advisory Committee.

This purpose of this Memorandum of Understanding (MOU) establishes permissions and guidelines for the use of Records Management System (RMS), Jail Management System (JMS), and other Criminal Justice data the parties agree to share with other law enforcement and public safety agencies to include but not limited to:

- Local government jurisdictions and other secure information sharing systems that wish to participate and enter into this agreement,
- State agencies that wish to participate and enter into this agreement,
- Federal agencies and their specialized field units who wish to participate and enter into this agreement.

Authority

Authority for NCTCOG to enter into this MOU:

- State enabling legislation Chapter 391 – Local Government Code - "to assist local governments in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development".

Authority for local and California state agencies to enter into this MOU:

- (Authority for California is included in Attachment A)

Understandings

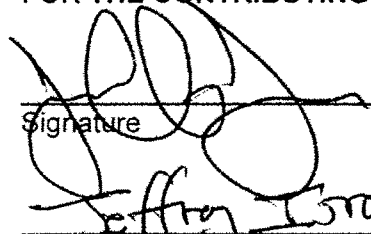
- a. This Memorandum of Understanding (MOU) is entered into by the North Central Texas Council of Governments (NCTCOG) and the **Oakland CA Police Department** (hereinafter referred to as "contributing agency"), for the purpose of participating in the Law Enforcement Analysis Portal project (hereinafter referred to as LEAP).

- b. This MOU relates to participation in the LEAP data cache. Data submitted by contributing agencies is and remains the property of the contributing agencies. Access by authorized users will be controlled and analyzed through a Gateway developed by a private security company licensed in the state of Texas. The LEAP data center is secured consistent with FBI-CJIS guidelines.
- c. Security of authorized users will be analyzed by a private security company licensed in the state of Texas. Their analysis will report any unusual activity to the law enforcement agency holding the subscription for that user. Follow up on this report will be the responsibility of that agency, consistent with the agency's internal policies, FBI-CJIS guidelines, Code Of Federal Regulations, Title 28--Judicial Administration, chapter 1--Department of Justice, Part 20--Criminal Justice Information Systems, and any other state code on proper dissemination of Criminal History Information)
- d. The LEAP project was approved by the Executive Board of NCTCOG on December 15, 2005. Subsequently, the LEAP Advisory Committee comprised of eleven law enforcement executives from the NCTCOG region was approved by the Executive Board of NCTCOG on April 27, 2006. The purpose of the Advisory Committee is to review, modify and recommend for approval the Manual of Administrative and Operational Guidelines (MAOG), other documents and any other data deemed appropriate by the parties. The number of law enforcement executives will be increased as the LEAP program expands according to the by-laws in effect at the time.
- e. NCTCOG created LEAP as a cached repository of criminal records management system data, and other pertinent criminal justice data to be shared and analyzed among other contributing public safety agencies. NCTCOG will provide the contributing agency with technical assistance for the extraction and submission of relevant data from their automated systems to the secure LEAP Data Center if required by the contributing agency.
- f. The contributing agency retains sole ownership of and sole responsibility for the information it contributes, including but not limited to, the accuracy of the information. Receiving agencies will take no enforcement action with out first verifying the current status of that information with the contributing agency.
- g. The contributing agency will submit their law enforcement Records Management System (RMS) data, and other criminal justice data to LEAP as agreed by the NCTCOG LEAP Advisory Committee and the contributing agency. The contributing agency will follow the LEAP "MAOG" for the submission, query, crime and link analysis and all other uses of contributing agencies shared information.
- h. LEAP is a law enforcement officer safety, crime and link analysis, and deconfliction tool and is not an intelligence analysis tool. If an Intelligence Agency accesses LEAP for analysis, that agency shall ensure that data remains law enforcement sensitive and will not insert classified data into the LEAP Data Cache.
- i. ~~Each party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.~~

- j. NCTCOG shall have the authority to inspect and audit the equipment records and operation of the contributing agency to determine compliance with this agreement, LEAP policy, procedures, and all applicable state and federal laws.
- k. NCTCOG reserves the right to immediately suspend service to the contributing agency when NCTCOG determines that this agreement or any applicable state or federal law, rule, or regulation has been violated by the contributing agency or an employee of the contributing agency. NCTCOG may reinstate the service upon receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations by the contributing agency.
- l. Either NCTCOG or the contributing agency may upon 30 days written notice discontinue service or participation in LEAP. NCTCOG shall not be required to give notice prior to suspending services as stated above in Paragraph (k.).
- m. The point of contact for LEAP and this MOU is the Manager of Criminal Justice Programs, North Central Texas Council of Governments, currently Robert P. Neff, who can be reached at 817-695-9174, or email at Rneff@nctcog.org.
- n. The point of contact for LEAP and this MOU for the contributing agency will be reported to the NCTCOG point of contact after execution of this agreement prior to assignment of authorized user names and pass words for the LEAP Gateway by a private security company licensed in the state of Texas.

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated. A photocopy or facsimile signature is as valid as the original. This agreement is effective upon the last signature date.

FOR THE CONTRIBUTING AGENCY:



Signature

Jeffrey Israel

Print Name

Deputy Chief of Police

Title

28 Apr 10

Date

FOR NCTCOG:



Signature of Executive Director

Mike Eastland

Name

Title

5/10/10

Date

Attachment A

Authority for local and California state agencies to enter into this MOU: