

Memorandum of Understanding Central Valley Information Sharing System (CVISS)

This Memorandum of Understanding ("MOU") is made and entered into on this ____ day of _____ 20__ by and between the parties below and all future signers of this agreement, known collectively as "Member Agencies" or individually as a "Member Agency."

The following Member Agencies hereby create the Central Valley Information Sharing System (CVISS): The following agencies are collectively known as the "Original Member Agencies."

- Auburn Police Department
- Citrus Heights Police Department
- Davis Police Department
- El Dorado Probation Department
- El Dorado Sheriff's Department
- Elk Grove Police Department
- Folsom Police Department
- Galt Police Department
- Lincoln Police Department
- Placer Sheriff's Office
- Placerville Police Department
- Rocklin Police Department
- Roseville Police Department
- Sacramento Police Department
- Sacramento District Attorney Office
- Sacramento Probation Department
- Sacramento Sheriff's Department
- South Lake Tahoe Police Department
- West Sacramento Police Department
- Winters Police Department
- Woodland Police Department
- Yolo Sheriff's Office

Purpose

Member Agencies shall work cooperatively to establish an 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 CVISS. 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 CVISS. The purpose of this agreement is to define the working relationships, and lines of authority for Member Agencies in CVISS. This document outlines the duties and responsibilities of each Member Agency, and provides 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:**

- 1.1. *Central Valley Information Sharing System*: "CVISS" means the collective group of law and justice agencies, who are signatory on regional law enforcement information-sharing agreements.
- 1.2. *Board of Directors*: "Board" means the Chief Executive Officer of each Member Agency, or their designee, each of whom shall have equal voting rights in the decisions of CVISS.
- 1.3. *Consortium*: "Consortium" is the collective group of agencies that have entered into a MOU agreement to participate in the CVISS Node for law enforcement information sharing.
- 1.4. *System(s)*: means the information sharing and analysis software/service licensed to the Fiscal Agent on behalf of Member Agencies.
- 1.5. *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.
- 1.6. *Data*: means facts, detailed information, or other material provided by a Member Agency regardless of format.
- 1.7. *Data Records* refers to a unique record associated with an incident or person. For example, this refers to a single report that includes a variety of data.
- 1.8. *Data Set* is 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 are not limited to, Crime Reports, Field Investigations, Citations, Mug shots, and Arrest Reports.
- 1.9. *Fiscal Agent*: means the agency, entity or person approved and directed by the Board to handle and account for funds collected by the Consortium for the benefit of all Member Agencies.

2. Effective Date and Term of MOU

- 2.1. Effective Date: The effective date of this MOU is the date noted above and/or the date each subsequent agency executes this Agreement.
- 2.2. Term: This MOU shall remain in effect until terminated as provided herein.

3. Committee and Working Groups

- 3.1. The Board of Directors: shall be comprised of Agency Heads for each Member Agency, or their designee, with each having an equal voice or vote on the direction, decision, and future planning of CVISS. The Board shall meet regularly, not less than annually.

- 3.1.1. The Board Chair shall be elected from among the Board members for a term of no more than two years. The Chair may select a designee to serve on his/her behalf.
- 3.1.2. The Board shall establish and adopt bylaws and a governance process.
- 3.2. CVISS 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 to address system operations, upgrades, enhancements and any other matters of concern to Member Agencies.
- 3.3. CVISS Working Groups: The Board is empowered to create, dissolve, or reconstitute working groups, appoint representatives, and perform other actions deemed necessary to fulfill the purposes stated herein, including the creation of implementation or sustainment group efforts.

4. Data Access and Security Requirements

- 4.1. Data Access: Member Agencies' Data access shall be compliant with CJIS security policies. Query capabilities shall be provided to Member Agencies and Authorized Users through their agencies internet service. 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.
- 4.2. Data Sharing: All Member Agencies agree to share data with other Member Agencies who have a need to know and a right to know, with comprehensive, timely , accurate information about a suspect or offender to include, but not limited to, identity , prior agency contacts, citations, arrests, investigations, criminal history, and current justice status.

The 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 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.
 - 4.1.1. Liability and Indemnification: Each Member Agency takes 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 agency shall bear the proportionate cost of any damage attributable to the fault of that 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.

- 4.1.2. 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.

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 CVISS.
- 5.2. Information Utilization: Any Data present in the system is the proprietary information of the Member Agency contributing that Data. Each Member Agency has an affirmative obligation to assure that all Data complies with 28 CFR Part 23. Other Member Agencies or Authorized Users wishing to utilize the Data must contact the Member Agency responsible for contributing that proprietary information. The Member Agency responsible for contributing the Data shall have sole discretion regarding release of that information.
- 5.3. Information Accuracy: Member Agencies and Authorized Users acknowledge that Data maintained in the data repository consists of information that is entered with a best effort to be accurate.
- 5.4. Data Errors: It will be the responsibility of Member Agencies to correct data errors that have been 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. CVISS Costs: Costs for the creation, maintenance and expansion shall be paid as set forth in the CVISS Share of Cost Agreement dated _____ 2019, and may be amended from time to time. The Board must approve any adjustments to the Share of Cost Agreement.

- 6.2. Payment Administration: The Fiscal Agent shall administer payments to vendors and invoice Member Agencies for their share of cost. For more details, see section 4.4 of the CVISS Share of Cost Agreement.
- 6.3. Financial Responsibility: Each Member Agency is responsible for the cost of acquiring and maintaining the hardware, software, and data communication equipment and services needed by their Agency to connect to CVISS. Nothing included in this MOU requires any Agency to fund the activities of any other Member Agency.
- 6.4. Member Agency Employees: Employees of a Member Agency working for the benefit of CVISS remain the employees of that Member Agency.

7. Amendments

- 7.1. This MOU may be modified by presentation of the proposed changes and an affirmative majority vote of the Board.

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 with or without cause upon thirty-day (30) prior written notice to the Board, unless such termination is prohibited by a grant condition. In the event of termination, the departing Member Agency is responsible for the annual payment for the year in which they terminate.
- 8.3. Fiscal Agent Termination: The Fiscal Agent may terminate its role as the financial agent for the Consortium with or without cause by informing the Board in writing no less than one-hundred eighty (180) days prior to termination. The Board is responsible for identifying, selecting, and completing the necessary documents for the new Fiscal Agent is responsible for helping the successor Fiscal Agent in the transition period. Termination by the Fiscal Agent requires a review of financial statements to ensure a smooth transition of the books and accounts to the new Fiscal Agent. If the new Fiscal Agent is not capable of completing all the requisite process, the departing agency can mutually agree with the Board for a maximum of two 30-day extensions. Termination of the Fiscal Agent position shall not serve to terminate that agency's Member Agency status.
- 8.4. 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 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 as necessary to accomplish the goal of fully integrating the Member Agencies, future agencies and potential future data sources.

The parties hereto execute this MOU as of the Effective Date.

AGREED to this ____ day of _____, 2019:

City of Auburn Police Department

Ryan Kinnan,
Police Chief
City of Auburn

Date

AGREED to this ____ day of _____, 2019:

City of Citrus Heights Police Department

Ronald Lawrence,
Chief of Police
City of Citrus Heights

Date

AGREED to this ____ day of _____, 2019:

City of Davis Police Department

Darren Pytel,
Chief of Police
City of Davis

Date

AGREED to this ____ day of _____, 2019:

County of El Dorado Sheriff's Office

John D'Agostini,
Sheriff
County of El Dorado

Date

AGREED to this ____ day of _____, 2019:

El Dorado County Probation Department

Brian J. Richart,
Chief Probation Officer
County of El Dorado

Date

AGREED to this ____ day of _____, 2019:

City of Elk Grove Police Department

Bryan Noblett,
Chief of Police
City of Elk Grove

Date

AGREED to this ____ day of _____, 2019:

City of Folsom Police Department

Rick Hillman,
Chief of Police
City of Folsom

Date

AGREED to this ____ day of _____, 2019:

City of Galt Police Department

Tod Sockman,
Chief of Police
City of Galt

Date

AGREED to this ____ day of _____, 2019:

City of Lincoln Police Department

Doug Lee,
Chief of Police
City of Lincoln

Date

AGREED to this ____ day of _____, 2019:

County of Placer Sheriff's Office - Coroner - Marshal

Devon Bell,
Sheriff
County of Placer

Date

AGREED to this ____ day of _____, 2019:

City of Placerville Police Department

Jim Ortega,
Chief of Police
City of Placerville

Date

AGREED to this ____ day of _____, 2019:

City of Rocklin Police Department

Chad Butler,
Chief of Police
City of Rocklin

Date

AGREED to this ____ day of _____, 2019:

City of Roseville Police Department

James Maccoun,
Police Chief
City of Roseville

Date

James Maccoun,
City Manager
City of Roseville

Date

AGREED to this ____ day of _____, 2019:

County of Sacramento District Attorney's Office

Anne Marie Schubert,
District Attorney
County of Sacramento

Date:

AGREED to this ____ day of _____, 2019:

County of Sacramento Probation Department

Lee Seale,
Chief Probation Officer
County of Sacramento

Date:

AGREED to this ____ day of _____, 2019:

County of Sacramento Sheriff's Department

Scott R. Jones,
Sheriff
County of Sacramento

Date:

AGREED to this ____ day of _____, 2019:

City of Sacramento Police Department

Daniel Hahn,
Police Chief
City of Sacramento

Date

AGREED to this ____ day of _____, 2019:

City of South Lake Tahoe Police Department

Brian Uhler,
Chief of Police
City of South Lake Tahoe

Date:

AGREED to this ____ day of _____, 2019:

City of West Sacramento Police Department

Thomas J. McDonald,
Police Chief
City of West Sacramento

Date

AGREED to this ____ day of _____, 2019:

City of Winters Police Department

John P. Miller,
Chief of Police
City of Winters

Date

AGREED to this ____ day of _____, 2019:

City of Woodland Police Department

Luis Soler,
Chief of Police
City of Woodland

Date

AGREED to this ____ day of _____, 2019:

County of Yolo Sheriff's Office

Tom Lopez,
Sheriff
County of Yolo

Date