

## Memorandum of Understanding

### CVISS Central Region Node Share of Cost Agreement

This Memorandum of Understanding ("MOU") is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Sacramento County Sheriff's Department (Fiscal Agent) and the El Dorado County Sheriff's Office (Member Agency).

#### Purpose and Background

The Fiscal Agent and Member Agency agree to the terms and conditions set forth in the Sacramento Central Valley Information Sharing System (CVISS) Central Region Node MOU. This consortium is overseen by the CVISS Steering Committee. Agencies enter into this cost sharing agreement to participate in the information-sharing system known as COPLINK via the Central Region Node Consortium. This agreement outlines the financial working relationship, and cost-sharing contract for Central Region Node Consortium member agencies.

THEREFORE, the Member Agencies hereby agree to the following:

#### 1. Definitions

- 1.1 **Central Valley Information Sharing System (CVISS)** is the name of the Sacramento Regional Terrorist Threat Assessment Center (RTTAC) information sharing system.
- 1.2 **Central Valley Information Sharing System (CVISS) Steering Committee** is the governing body for all information sharing initiatives in the Sacramento RTTAC which consists of 34 counties.
- 1.3 **Data** means electronic facts, detailed information, or other material provided by a Member Agency.
- 1.4 **Data Repository** means the computer equipment used to store, connect and disseminate COPLINK information to Member Agencies.
- 1.5 **Fiscal Agent** (SSD) is the fiscal agent for the Central Region Node of CVISS and will handle and account for funds collected by the Node for the benefit of all Member Agencies.
- 1.6 **Central Region Node** means the collective signatory law and justice agencies, within the central region of CVISS who have agreed to work within the parameters of this Agreement.

**1.7 Central Region Node Consortium** is the collective group of agencies that have entered into an MOU agreement to participate in the CVISS Central Region Node for law enforcement information-sharing.

**1.8 Member Agency** means law enforcement agencies contributing data to the Central Region CVISS Node are allowed access to data of other members agencies and other COPLINK nodes.

**1.9 International Business Machines 12 (IBM i2)** means a corporation with its principal place of business at 7750 E. Broadway Boulevard, Suite 100, Tucson, Arizona 85710, and the owner and developer of COPLINK.

**1.10 Coplink** means the information sharing and analysis software licensed to the member agencies by IBM i2 under the name COPLINK.

## **2. Effective Date and Term of MOU**

**2.1 Effective Date** the effective date of this MOU is the date noted above.

**2.2 Term** this MOU shall remain in effect until terminated as provided herein.

## **3. Requirements for Participation**

**3.1** To participate in the Central Region Node, agencies agree to share cost based on their number of authorized sworn personnel.

**3.2** To participate in the Central Region Node, agencies agree to contribute data from their Records Management System (RMS) as defined by the Central Region Node Consortium.

**3.3** To participate in the Central Region Node, agencies overseeing jails agree to contribute data from their Jail Management (JMS) as defined by the Central Region Node Consortium.

## **4. Financial Oversight and Management**

**4.1 Node Costs** Member Agencies shall pay a proportional share of software purchases, software maintenance, implementation, network, hardware, and operational costs, as approved by the CVISS Steering Committee. The operating costs of the NODE shall be shared between the member agencies based on the number of authorized sworn officer (FTE) per Member Agency as the numerator and the aggregate number of authorized sworn officers (FTE) of all Member Agencies as the denominator.

**4.2 Annual budget** Each year SSD shall prepare an annual budget for approval by the CVISS Central Region Node Board that includes the share of cost for each Member Agency.

**4.3 Annual Report** At least once per year SSD shall report to the CVISS Steering Committee on all funds collected and expended by the Central Region Node Consortium in support of the COPLINK project.

**4.4 Payment Administration** SSD shall administer payments to all vendors and invoice Member Agencies for their share of cost.

**4.5 Financial Responsibility** Each Member Agency is responsible for any costs to connect to the CVISS Central Region Node data repository, which may include acquiring hardware, software, data communication equipment and/or services. Nothing included in this MOU requires any agency to fund the activities of any other Member Agency.

## 5. Payment Schedule

**5.1** Agency cost is due within 30 days of receipt of invoice from the fiscal agency. Data integration effort will not begin without receipt of payment

**5.2** Agency annual maintenance will be invoiced by the Fiscal Agent. The annual payment is due within 30 days of receipt of invoice by Member Agencies. If payment or payment arrangements have not been agreed to, services will be terminated.

The Data Mapping/Integration cost for Agency is **\$39,530(grant funded)**.

The following estimated maintenance fees include the software maintenance fees from IBM, the hardware, location and maintenance fees necessary to support the node infrastructure, a hardware refresh and a 15% contingency fund. These ongoing sustainment costs will be due annually, 30 days after receipt of invoice from the Fiscal Agent. Annual Maintenance for Node sustainment will begin **July 2014**.

The annual maintenance is estimated to be approximately **\$11,390**.

An update to this agreement will be submitted for CVISS Board approval at that time which will include actual costs.

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

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Sacramento County Sheriff's Department \_\_\_\_\_

By: Sheriff Scott R. Jones

El Dorado County Sheriff's Department \_\_\_\_\_

By: Sheriff John D'Agostini