

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
Ector County ISD Police Department**

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.
3. Additional optional hosted software tools to complement the effectiveness and efficiency of jurisdictions 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 in Texas and other secure information sharing systems in other states that wish to participate and enter into this agreement,
- State agencies in Texas and other states that wish to participate and enter into this agreement,
- Federal agency units based in Texas and their specialized field units, and other agency units outside Texas 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 state agencies to enter into this MOU:

- Chapter 771 – Interagency Cooperation Act – “In an interagency exchange that is exempt from the requirements of a written agreement or contract, the agencies involved shall document the exchange through informal letters of agreement or memoranda.”
- Chapter 791 – Government Code – Interlocal Contracts – allows units of local government to contract with each other to perform governmental functions and services.
- Each agency entering into this MOU warrants that it has legal authority to enter into this MOU for the specified purposes.

Understandings

- a. This Memorandum of Understanding (MOU) is entered into by the North Central Texas Council of Governments (NCTCOG) and the Ector County ISD 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 will be 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 Texas Government Code § 411.083. Dissemination Of Criminal History Record Information
- d. The LEAP project was approved by the Executive Board of NCTCOG on December 15, 2005. Subsequently, the LEAP Advisory Committee composed 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 as appropriate, and to network with the Texas Department of Public Safety Records Section for sharing of criminal Records Management System data, and any other data deemed appropriate by the parties.
- 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 without 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, 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 the 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 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.).

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:

FOR NCTCOG:

Signature

Signature of Executive Director

Print Name

Mike Eastland

Title

Date

Date

Current RMS Vendor