

Isabel Hernandez

From: Holly C. Lytle
Sent: Thursday, August 19, 2010 11:14 AM
To: Isabel Hernandez
Subject: KK-10-384 Contract Review Form

EL PASO COUNTY LEGAL REVIEW FORM

KK-10-384

Contract Description: FUSION Center Interlocal with the City of El Paso

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** Please list any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

☒ Approved as to Form as Submitted
☐ Approved as to Form with Amendments/Modifications/Reservations Noted Below*
☐ Not Approved

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Holly C. Lytle
Assistant County Attorney
Date: 8/19/10

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF EL PASO AND THE COUNTY OF EL PASO
FOR PARTICIPATION IN THE EL PASO POLICE DEPARTMENT DATA SHARING -
FUSION PROJECT**

Purpose:

The purpose of this inter-agency information sharing project is as follows:

1. Officer Safety – provide a mechanism for officers and analysts to query multiple agency databases warehoused in a secure database, to receive focused information, in summary table format, report format, or geospatial formats about a person or location, when those elements have been involved in prior criminal activity.
2. Crime and Link Analysis – queries against the secure data warehouse will provide responses in summary table format, report format, or geospatially on a map. Relationships between individuals, locations, and property will be shown geospatially in a Link Chart, assisting analysts and investigators in conducting research.
3. De-Confliction – A database analysis tool will provide the analyst a query of all contributing agency data to enhance the safety of law enforcement officers and tactical operations.
4. Additional hosted software tools to complement the effectiveness and efficiency of intelligence and crime analysis activities.
5. Other services and functionality may be added at a later date as deemed necessary by El Paso Police Department.

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

- Local law enforcement agencies in Texas and other secure local law enforcement information sharing systems in other states,
- State law enforcement agencies in Texas and other states,
- Federal law enforcement agency units based in Texas and their specialized field units, and other agency units outside Texas.

Authority

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

- 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 City of El Paso, its Police Department and the County of El Paso, the El Paso County Sheriff's Office, West Texas Community Supervision and Corrections Department, El Paso Community College Police Department, Anthony Police Department, Horizon City Police Department, El Paso Independent School District Police Department, Socorro Independent School District Police Department, Texas

Department of Public Safety, Federal Bureau of Investigation, United States Marshalls Service, United States Bureau of Alcohol, Tobacco, Firearms and Explosives, United States Immigration and Customs Enforcement, United States Drug Enforcement Agency (all of which are hereinafter referred to as "contributing agency"), for the purpose of participating in the law enforcement analysis (hereinafter referred to as FUSION).

- b. This MOU relates to participation in the FUSION data warehouse. Data submitted by contributing agencies is and remains the property of the contributing agencies. Access by authorized users will be controlled and analyzed through an auditing and management system. The FUSION data will be secured consistent with FBI-CJIS guidelines, Code of Federal Regulations, Title 28—Judicial Administration, chapter I—Department of Justice, Part 20—Criminal Justice Information Systems, and Texas Government Code § 411.083 Dissemination of Criminal History Record Information.
- c. Security of authorized users will be managed and analyzed by FUSION's database management system. This analysis will report any unusual activity to the contributing agency. Follow up on this report will be the responsibility of the contributing agency, consistent with the agency's internal policies, FBI-CJIS guidelines, Code of Federal Regulations, Title 28—Judicial Administration, chapter I—Department of Justice, Part 20—Criminal Justice Information Systems, and Texas Government Code § 411.083 Dissemination Of Criminal History Record Information
- d. El Paso Police Department created FUSION as a warehouse of criminal records, and other pertinent criminal justice data to be shared and analyzed among other contributing public safety agencies. EPPD will provide the contributing agency with technical assistance for the extraction and submission of relevant data from their automated systems to the secure FUSION warehouse, if required by the contributing agency.
- e. 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.
- f. The contributing agency's criminal justice data will be submitted to FUSION as agreed by the EPPD and the County of El Paso Information Technology Division.
- g. FUSION is a law enforcement officer safety, crime and link analysis, statistical, and de-confliction tool and is not an intelligence analysis tool. If intelligence is the primary reason for accessing FUSION, that agency shall ensure that data remains law enforcement sensitive and will not insert classified data into the FUSION. Intelligence derived from the FUSION shall be maintained in a separate, secure manner as required by Code of Federal Regulations, Title 28—Judicial Administration, Chapter I—Department of Justice, Part 23—Criminal Intelligence Systems Operating Policies compliant database management system.
- h. Each party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of another party's employees, officers, or agents, regardless of where the actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents. 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.
- i. EPPD shall have the authority to inspect and audit the equipment records and operation of the contributing agency to determine compliance with this agreement, FUSION policy, procedures, and all applicable state and federal laws.

- j. EPPD reserves the right to immediately suspend service to the contributing agency when EPPD determines 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. EPPD 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.
- k. EPPD or the contributing agency may discontinue service or participation in FUSION upon thirty day's advance written notice. EPPD shall not be required to give notice prior to suspending services as stated above in Paragraph (j.).
- l. This agreement becomes effective on the date it is signed by all parties. It remains in force unless explicitly terminated, in writing, by any party, as to that party. Any party on thirty day's advanced written notice may terminate this agreement. The terms of this agreement may be amended upon the written approval of all parties. The revision becomes effective on the date of approval.
- m. The point of contact for FUSION and this MOU is the Commander of the El Paso Police Department's Directed Investigations Division, who can be reached at 915-564-7101.

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 COUNTY OF EL PASO:

Signature

Name

Title

Date

FOR THE EL PASO COUNTY SHERIFF'S DEPT:

Signature of the Sheriff

Name

Date

FOR THE CITY OF EL PASO:

Signature of City Manager

Joyce Wilson

Date

FOR THE EL PASO POLICE DEPT:

Signature of Chief of Police

Gregory Allen

Date 6/17/2018

FOR THE CONTRIBUTING AGENCY:

Signature

Name

Title

Agency

Date

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