City of Benson
City Council Communication

Regular Meeting **March 25, 2013**

To: Mayor and Council Agenda Item # 3

From: Paul Moncada, Chief of Police

Subject:

Memorandum of Understanding between the City of Benson and the City of Tucson for sharing Law Enforcement Information

Discussion:

Approximately four years ago, the Tucson Police Department, contacted the Benson Police Department and inquired if the Benson Police Department would participate in an information sharing project that was grant funded. The information sharing software was Tucson's and would allow the Benson Police Department access to Tucson Police Department's information sharing data base. This data base allows Tucson area Law Enforcement Agencies to enter and query information on offenders that they come in contact with. Four years ago we were not ready for this type of information sharing, however now we are. This Memorandum of Understanding (MOU) allows the sworn personnel of the Benson Police Department access to this data base, given our proximity to Tucson we encounter suspects from the Tucson area on a regular basis and access to this data base would be useful to the officers. There is no cost for the software or the access to the data base.

Staff Recommendation:

Approval of the Memorandum of Understanding between the City of Benson and the City of Tucson for sharing Law Enforcement Information

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BENSON
AND
CITY OF TUCSON
FOR SHARING LAW ENFORCEMENT INFORMATION

This Memorandum of Understanding for Sharing Law Enforcement Information, (hereinafter called "MOU"), is made and entered into this 21st day of February, 2013 (the "**Effective Date**"), by and between the City of Benson, a municipal corporation duly organized and existing under the laws of the State of Arizona, located at 360 South Gila Street, Benson, Arizona, (hereinafter called "BENSON"), and the City of Tucson, a municipal corporation duly organized and existing under the laws of the State of Arizona, located at 103 E. Alameda Street, Tucson, Arizona, (hereinafter called "TUCSON"). The parties are sometimes referred to jointly herein as "AGENCIES" and individually as "AGENCY."

RECITALS:

A. AGENCIES desire to share law enforcement information owned by each AGENCY under the conditions set forth in this MOU.

B. AGENCIES desire to facilitate the sharing of law enforcement information owned by AGENCIES other than BENSON and TUCSON for which AGENCIES have been allowed custodial status by agreements with these Agencies, (hereinafter called "MEMBER AGENCIES")

AGREEMENT:

IT IS HEREBY AGREED, by and between the parties as follows:

1.0 Definitions:

1.1 Licensed Software: Shall refer to and mean all computer programs and supporting Agreement between BENSON and i2, an IBM Company.

1.2 COPLINK: Shall refer to and mean the CONNECT and DETECT application modules and any other application modules licensed to AGENCIES by i2, an IBM Company as part of the COPLINK system.

1.3 Member Agency: Shall refer to and mean any law enforcement, public safety, or criminal justice agency that has entered into agreement with BENSON and/or TUCSON to share law enforcement information using COPLINK.

1.4 i2, an IBM Company: An Arizona corporation with its principal place of business at 9000 S. Rita Rd, Tucson AZ, 85747 and the owner and developer of COPLINK.

1.5 Data Repository: Shall refer to the web servers, database servers, and backend databases maintained by BENSON and TUCSON to facilitate the sharing of law enforcement information between BENSON and TUCSON and other MEMBER AGENCIES.

2.0 Effective Date and Term of MOU

2.1 Effective Date: The effective date of the MOU shall be the date first written above.

2.2 Term: The term of this MOU shall commence upon the Effective Date, and shall continue until either AGENCY provides (30) days prior written notice to the other AGENCY of its intent to terminate the other AGENCY'S access to its records (law enforcement information).

3.0 Data Access and Security Requirements

3.1 Data Access: Access to AGENCIES' law enforcement information will be provided utilizing the TCP/IP communications protocol over a network segment maintained by the Arizona Department of Public Safety or any other secure network configuration that is mutually acceptable to the AGENCIES. AGENCIES further agree to make the law enforcement information residing in the COPLINK data repositories hosted by the AGENCIES available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. AGENCIES agree to inform each other and MEMBER AGENCIES in advance, whenever possible, of scheduled system downtimes.

3.2 Data Sharing: COPLINK data hosted by BENSON or by TUCSON will be shared with MEMBER AGENCIES that have entered into agreements with BENSON or TUCSON and with the Federal Bureau of Investigation National Data Exchange (N-DEx). BENSON and Tucson agree not to facilitate information sharing between AGENCIES and/or MEMBER AGENCIES that have not entered into agreements allowing such sharing. Data sharing between COPLINK nodes and their member agencies will be will be subject to the same agreements herein.

3.3 Security Requirements: AGENCIES agree to enforce and maintain security requirements for COPLINK systems and networks as specified in the Technical Requirements Section of the Federal Bureau of Investigation's Criminal Justice Information Systems Security Policy. Exceptions to the above policy shall not be implemented by either AGENCY without the approval of the other AGENCY.

AGENCIES further agree that the law enforcement information hosted in the COPLINK data repositories shall be used for law enforcement purposes only, and that only law enforcement agency employees that have been subject to background screening will be allowed access to the COPLINK system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to COPLINK shall not be granted.

4.0 Information Ownership, Constraints on Release and Accuracy:

4.1 Ownership and Release Constraints: AGENCIES and MEMBER AGENCIES shall maintain ownership of all of their information at all times. Any requests for access to information hosted in COPLINK Data Repositories that is not authorized under current agreements between the requestor and the owner(s) of the information, will be referred to the owner(s) of the information being requested. Information shall not be made available to any unauthorized requestor without the approval of its owner or owners. AGENCIES agree that the restriction established by this provision may not apply when responding to orders of the Court.

4.2 Information Accuracy: AGENCIES agree that the law enforcement data maintained in the COPLINK data repositories consists of information that may or may not be accurate. To the extent permitted by law, AGENCIES agree to hold information owners' blameless for any harm that may arise due to the inaccuracy of any information they have submitted.

5.0 Miscellaneous:

5.1 To the extent this MOU constitutes a contract for services or a joint exercise of powers common to BENSON and TUCSON, it shall be considered an intergovernmental agreement executed under the authority of A.R.S. § 11 952.

5.2 Upon execution by the AGENCIES, this MOU shall be filed with the Office of the Pima County Recorder, in conformance with A.R.S. § 11-480.

IN WITNESS WHEREOF, the AGENCIES hereto have executed this MOU as of the last date set forth below their respective signatures, which shall be the effective date of this MOU.

BENSON:

The City of Benson, an Arizona municipal corporation

By: _____
Glenn Nichols, City/Town Manager

Date: _____

Tucson:

The City of Tucson, an Arizona municipal corporation

By: _____
Richard Miranda, City Manager

Date: _____

Attest:

Vicki L. Vivian, CMC, City Clerk

Approved as to Content:

Paul Moncada, Police Chief

Attest:

Roger Randolph, City Clerk

Approved as to Content:

Roberto Villaseñor, Police Chief

Attorney Certification

The undersigned attorneys for the City of Benson and the City of Tucson have determined, each as to their respective client only, that this MOU is in proper form and is within the powers and authority granted under Arizona law to the City of Benson and the City of Tucson.

Mike Massee, City Attorney

Mike Rankin, City Attorney