

**SAN JOAQUIN COUNTY DATA SHARING INITIATIVE
MEMORANDUM OF UNDERSTANDING
ACCURINT VIRTUAL CRIME CENTER
Administrative and Financial Sharing Agreement**

This Memorandum of Understanding (MOU) is entered into by and between San Joaquin County Sheriff-Public Administrator (Lead Agency) and Stockton Police Department (Participating Agency) (each a Party, and together with additional Participating Agencies and Associate Members, the Parties).

WHEREAS, the Stockton Police Department desires to collaborate on data sharing, as part of the San Joaquin County Data Sharing Initiative (Initiative), to improve the effectiveness of the San Joaquin County criminal justice system, and

WHEREAS, the Lead Agency and local San Joaquin County Law Enforcement Chiefs (Chiefs Council) finds that Lexis Nexis Risk Solutions (LexisNexis) Accurint Virtual Crime Center (AVCC) is a sustainable data sharing solution that best meets the needs of San Joaquin County and permits effective data sharing between all San Joaquin County related law and justice agencies and other AVCC nodes throughout the United States, and

WHEREAS, this MOU outlines Initiative expectations, formalizes relationships between Parties, and outlines the commitments necessary for the successful continuance of the Initiative. Upon execution of this MOU, the Parties agree to adhere to the following:

I. PURPOSE

The purpose of this MOU is to provide Parties access to LexisNexis AVCC software for the purpose of data sharing to gain awareness with respect to the communities for which they serve, to facilitate departmental investigations, to enhance interagency cooperation through multijurisdictional investigations, and to establish a means for long-term governance of the Initiative to ensure sustainability and obtain AVCC funding, and to amend this MOU, as necessary, to more fully integrate the automation and processes that serve the San Joaquin County criminal justice system.

II. INITIATIVE COMPOSITION

The Initiative shall be composed of the following members:

Lead Agency – An agency which serves as the central point of contact for all Parties and is assigned to organize the interagency oversight and implementation of AVCC.

Participating Agency – An agency that agrees to contribute law enforcement data such as, but not limited to, Records Management System (RMS), Computer Aided Dispatch (CAD), and/or Jail Management System (JMS) data with Initiative Parties.

Associate Member – An agency that shall be limited to “read-only” AVCC access and does not contribute CAD/RMS/JMS data with Initiative Parties.

The Chiefs Council may approve a Participating Agency and/or Associate Member upon a two-thirds majority vote and shall assess charges for accessing AVCC as stated in Section IV – Financial Implications.

III. AVCC IMPLEMENTATION

AVCC shall be implemented by LexisNexis project management personnel, in coordination with the Lead Agency, through the AVCC Implementation Team consisting of, at minimum, one (1) sworn law enforcement officer and one (1) technology specialist from each Participating Agency. LexisNexis shall be authorized to form working groups of personnel from any Participating Agency and LexisNexis, as necessary, to integrate automation systems of Initiative members. Parties shall agree that personnel assigned to working groups shall participate as required to achieve the Initiative’s goals.

All Participating Agencies and Associate Members shall be responsible for executing the LexisNexis Consortium Sub-Agency Addendum in order to participate and gain access to AVCC.

IV. FINANCIAL IMPLICATIONS

The first year of AVCC subscription fees will be covered by Homeland Security Grant (HSGP) funding. Participating agencies shall agree to provide funding for years two (2) through (5), in assessed amounts based on the number of sworn personnel and in accordance with Exhibit A, of AVCC annual subscription and maintenance fees. AVCC maintenance fees are anticipated to increase three percent (3%) each year.

Parties’ assessments shall be reevaluated annually or when there is a change in Initiative membership, using the number of full-time equivalent sworn personnel. Any disputes regarding sworn officer data or other assessment criteria shall be determined by a two-thirds majority vote of the Chiefs Council.

Each Party shall assume all personnel costs for its personnel and/or officers (Authorized Users) assigned to the Initiative, including salaries, benefits, and overtime. All payments made by any Lead Agency, Participating Agency, and/or Associate Member pursuant to this MOU are non-refundable.

V. POLICY AND DIRECTION

The policies and management of the Initiative shall be consistent with this MOU and shall be at the direction of the Chiefs Council.

VI. INITIATIVE ADMINISTRATION

Project Management – The Lead Agency and shall provide administrative assistance to Parties to assist with Initiative implementation.

Administrative Support – Parties shall provide any administrative assistance to the Initiative as required.

Tracking and Resolving of Initiative Implementation Issues – Lead Agency shall track and address all issues affecting Initiative implementation and shall be assisted by the AVCC Implementation Team, as needed; issues shall not be directly related to conflict resolution.

Records and Reports – Lead Agency shall maintain all records associated with AVCC Implementation. Lead Agency shall also maintain records regarding Participating Agency and/or Associate Member financial contributions and grant funding.

Conflict Resolution – Any conflict resolution during the term of the MOU shall be managed by the Chief’s Council.

Media Relations – Participating agencies may release information to the press or make social media posts consistent with the participating agency’s media related press policy. Participating agencies releasing information directly associated with or gained from AVCC in which the participating agency does not have jurisdiction, shall consult with the agency with jurisdiction over the investigation or matter prior to release.

The Lead Agency may release information related to the overall use, functionality, and purpose of AVCC.

VII. RESTRICTIONS ON USE

Parties shall limit AVCC access to Authorized Users assigned to gather data solely for the purpose of this MOU as stated in Section I. – Purpose. Parties shall not, and will not, permit access to AVCC by third-parties, or any personnel not deemed as Authorized Users.

VIII. DATA ACCESS AND SECURITY

Data Access – Parties shall comply with the Federal Bureau of Investigation’s (FBI) Criminal Justice Information Service (CJIS) Security Policy Requirements and be aware of any CJIS addendums. Parties’ Authorized Users shall be provided query capabilities through their agency’s internet service. The information residing in the data repositories shall generally be available. Participating Agencies shall inform the Lead Agency in advance whenever possible, of scheduled downtime of specific data feeds, system outages, or significant upgrades.

Data Sharing – Parties shall collectively share data to AVCC with comprehensive, timely, and accurate information about suspects or offenders including, but not limited to, identity, prior agency contacts, citations, arrests, and investigations.

Security – Parties shall maintain and enforce security requirements for personnel accessing AVCC. Each Party shall be responsible for maintaining internal security of their agency’s records and any technical support necessary to ensure proper security.

IX. NETWORK EQUIPMENT AND MAINTENANCE

Parties shall provide all network equipment necessary to connect to AVCC. Parties shall perform routine maintenance on any intermediary server that their agency may require including, but not limited to, routine operating system upgrades and troubleshooting at the request of LexisNexis. All network equipment and system maintenance required by a Party shall be completed at the sole expense of the Party and shall in no way be construed as a financial obligation by other Parties.

X. AUTHORIZED USER TRAINING

Parties shall ensure Authorized Users receive requisite training, either virtually or in-person, as provided by LexisNexis personnel.

XI. TERM AND TERMINATION

This MOU shall be effective upon the date of full execution by all Parties and shall continue up to and including 4/30/2031, with the option to extend the MOU up to five (5) one-year periods upon written agreement between the Lead Agency and LexisNexis. Participating Agency Parties may withdraw their participation from the Initiative upon a 30-day advance written notification to the Lead Agency and the Chiefs Council. A Party's withdrawal from the Initiative shall not negate the remaining Parties' participation and agreement under the existing MOU. The Lead Agency shall facilitate any and all documentation to properly withdraw the Party from the Initiative on behalf of the Chiefs Council.

XII. MOU AMENDMENTS

Parties agree any alterations, variations, modifications, termination, or waivers of the provisions of this MOU, shall be valid only when reduced to writing, approved by a two-thirds majority vote of the Chiefs Council, executed and attached to the original MOU and approved by the person(s) authorized to do so on behalf of the Parties. Any amendments to this MOU shall be facilitated by the Lead Agency and no amendments shall be deemed valid unless signed by the Sheriff-Public Administrator through the delegation of authority assigned via the County Board of Supervisors.

XIII. INTERAGENCY AGREEMENTS

The Lead Agency shall be authorized by the Chiefs Council to enter into Interagency Agreements with AVCC nodes for the purpose of data sharing and access. The Lead Agency shall obtain approval for the Interagency Agreements from the Association and the San Joaquin County Board of Supervisors before entering into such Interagency Agreements.

XIV. INDEMNIFICATION

Each Party agrees to indemnify , defend (with counsel reasonably approved by the other party) and hold harmless any other Party, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the indemnitor's conduct related to this MOU from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the indemnified party on account of

any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees.

XV. LIMITATION OF LIABILITY

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge, or expense was caused by deliberate, willful, or criminal acts of any Party, or any of its agents, officers, or employees in its, or their, performance hereunder.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Agencies who are parties to this agreement pursuant to Government Code section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead, pursuant to Government Code section 895.4, each Party hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents harmless from any claim, expense or cost, and damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts, omissions, or willful misconduct of the indemnifying party, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work, authority, or justification delegated to such other Parties under this Agreement.

Parties shall establish procedures to notify other Parties where appropriate of any claims, administrative actions, or legal actions concerning any of the matters described in this indemnification provision. Parties shall cooperate in defense of such actions brought by others concerning the matters covered in this MOU. Nothing set forth in this MOU shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

XVI. CHOICE OF LAW

This MOU shall be governed by and construed according to the laws of the State of California.

XVII. VENUE

The Parties acknowledge and agree that this MOU was entered into and intended to be performed in San Joaquin County, California. The Parties agree that the venue of any action or claim brought by any party to the MOU will be the Superior Court of California, San Joaquin County. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue.

XVIII. LEGALITY AND SEVERABILITY

The Parties' actions under this MOU shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this MOU are specifically made

severable. If a provision of this MOU is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

XIX. AMBIGUITY

Each Party has carefully reviewed, and agreed to, the provisions of this MOU. No ambiguity shall be presumed to be construed against any other Party.

XX. INSURANCE

Each Party is either an insured, or authorized self-insured, public entity for purposes of Professional Liability, General Liability, Automobile Liability, Worker's Compensation and Property Damage and warrants that through their respective programs of insurance or self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this MOU.

XXI. ENTIRE AGREEMENT

This MOU, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the Parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read the MOU and signs the same of its own free will.

XXII. ELECTRONIC SIGNATURES

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

IN WITNESS WHEREOF, San Joaquin County Sheriff-Public Administrator and the [Participating Agency/Associate Member] have each caused the MOU to be subscribed by its respective duly authorized officers, on its behalf.

IN WITNESS WHEREOF, San Joaquin County Sheriff-Public Administrator and the [Participating Agency] have each caused the MOU to be subscribed by its respective duly authorized officers, on its behalf.

San Joaquin County

Participating Agency

County Counsel

City Manager

Richard Sordello Date

Johnny Ford Date

Sheriff- Public Administrator

Agency Chief

Patrick Withrow Date

Stanely McFadden Date