

MEMORANDUM OF UNDERSTANDING
**BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF
GEORGIA, BY AND ON BEHALF OF, GEORGIA STATE UNIVERSITY
AND PARTICIPATING FEDERAL, STATE, LOCAL, AND TRIBAL AGENCIES
FOR PILOTING THE
IMPROVING CRIME DATA INITIATIVE**

A. Purpose

1. This Memorandum of Understanding (MOU) is entered into by the Board of Regents of the University System of Georgia, by and on behalf of, Georgia State University (University) and the participating federal, state, local, and tribal law enforcement agencies participating in an information sharing initiative for the evaluation of a data infrastructure model aimed at coordinating and developing better sharing of incident-based crime data among law enforcement officials for authorized law enforcement purposes, and the evaluation of incident-based crime data for crime analysis and policy research through the University Criminal Justice Department's Improving Crime Data (ICD) Initiative and or other universities authorized by ICD. The purpose of this MOU is to set forth the policies and procedures for the use of ICD model by the participating parties, including the ownership of the information within the system which may be contributed by each party for use by the University and participating pilot agencies.
2. The ICD model will be available to the participating pilot agencies for testing and development of the ICD Initiative by the University and authorized contractors and for authorized law enforcement activities of the participating pilot agencies.
3. This MOU only relates to the piloting, testing, prototyping, and development phase of the ICD model.

B. Parties

1. The parties to this MOU are the University and authorized law enforcement agencies that are willing to contribute incident-based data in furtherance of law enforcement activities and research and system development purposes, agree to the terms of this MOU, and have an authorized agency official sign this MOU.
2. The parties agree that maximum participation by all eligible agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same

rights, privileges, obligations, and responsibilities as the original parties.

3. This MOU will allow parties to submit partial incident-based reporting during the piloting phase, however, once the ICD model is fully operational, all agencies will be expected to submit a minimum of the first 56 elements of the ICD data set as identified by the ICD technical personnel.

C. Points of Contact.

1. Each party shall designate an individual as the party's point of contact (POC) for representing that party in regard to this MOU. A party may change its POC at any time upon providing written notification thereof to the POCs of all other parties. POCs are listed in Appendix B.

D. Authority

Each participating agency warrants that it has legal authority to enter into this MOU for the specified purposes.

E. Objectives.

The ICD Primary Objective is to "To improve crime data collection techniques, standards, analysis, and dissemination methods across criminal justice jurisdictions. To enhance capacity in urban communities to better understand crime and to improve criminal justice and anti-crime efforts through improved data-driven planning, assessment and evaluation of criminal justice issues. This is expected to facilitate timely and accurate decision-making on a wide range of crime issues that affect federal, state, and local crime analysis and prevention policies"

The specific objectives of ICD are to:

1. Develop an interface of crime data within and between law enforcement agencies so as to allow, data sharing, data searching, and data analysis within and across agencies.

2. Integrate specific categories of investigative data from all participating agencies, federal, state, local, and tribal, within one data warehouse that will be accessible by all participating agencies; and

3. The information input into ICD will be used for the purpose of coordinating and developing better information sharing of incident-based crime data. ICD users will be provided with various investigative and analytical tools. The tools include, but are not limited to customized queries, Geospatial Information System (GIS) mapping, visualization of multi-generational link analysis, graphical representation of results, percentage variances of related data

elements, predictive crime models, pointer index notification, subscription query and UCR statistics. Three major points for law enforcement use will be investigations, analysis, and administration of a point system for advanced crime modeling and trending. The ICD system will provide crime statistics in an interactive format.

F. Concept

1. The University's Criminal Justice Department, ICD Initiative is coordinating this project to integrate local, state, and federal incident data which currently exists in the "stove pipe" records management systems in thousands of agencies nationwide.
2. The ICD model is a cooperative endeavor of federal, state, county, local, and tribal law enforcement agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities, and all ICD operations will be based upon the legal status, jurisdiction, and authorities of individual participants. The ICD is not intended, and shall not be deemed, to have any independent legal status.
3. The ICD model will become a central repository of derivative regional federal, state, county, local, and tribal incident and investigative data, with each party "loaning" copies of information from its own records which may be pertinent to ICD's objectives. Once the data warehouse is populated and properly structured, the system will function as an analytical tool for criminal investigations, and for the development of analytical reports for the use of executive decision makers as well as crime investigators within and across law enforcement agencies.
4. The information provided to ICD will reside in a database on a server located in Carnegie Mellon University's National Consortium on Violence Research (NCOVR) space and containing Sensitive But Unclassified (SBU) regional information from the record systems of the MOU parties. All parties to this MOU contributing information to the ICD/SBU will have equal access to the SBU server and ICD functionality via secure Internet connections. After the model proves successful, all data will be removed from NCOVR to be housed in state crime data clearing houses. For example, in Georgia it will be the Georgia Crime Information Center.

G. Ownership, Entry, and Maintenance of Information

1. Each party retains sole ownership of, exclusive control over, and sole responsibility for the information it contributes, and may at any time update, correct, or delete entirely any of its information from the ICD database. All system entries will be clearly marked to identify the contributing party and reiterate that the information remains the sole property of the contributing party

and under that party's exclusive control.

2. The contributing party has the sole responsibility and accountability for ensuring that information it entered into the ICD database was not obtained in violation of any federal, state, local, or tribal law applicable to the contributor. Data must be pertinent to and within the scope of function of the authorized law enforcement agencies of the ICD.

3. The contributing party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry of information into the ICD database.

4. The contributing party has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information contributed. Each party will notify the contributing party of known challenges to the accuracy of the contributing party's information.

5. Because information entered will be limited to duplicates and summaries of information obtained and separately managed by the entering party within its own record system(s), and for which the contributing party is solely responsible and accountable, information submitted by the participating parties shall not be altered or changed in any way, except by the contributing party. The contributing party should not make any changes to the ICD database that is not mirrored within the contributing party's source records.

6. The ICD database will thus only be populated with "loaned" information derived from each contributing party's own records, and is not in any manner intended to be an official repository of original records, or to be used as a substitute for one, nor is the information in the system to be accorded any independent record status. Rather, this system is merely an application to facilitate the sharing of copies of certain information that may be contributed from already existing files/records systems of the parties.

7. To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in correlation of ICD information may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records systems(s) in accordance with that party's records management processes (subject to obtaining any contributing party's consent as provided below).

8. A party desiring to incorporate into its own separate records any information contributed by another party, including any analytical products based on another party's information, must first obtain the entering party's express permission.

9. Commercially available references, public source information, and software applications, such as commercial directories, census data, mapping applications, and analytical applications are considered to be non-record material and will be maintained in accordance with applicable contracts and/or licensing agreements. To the extent that any such information is relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records systems(s) in accordance with that party's records management processes and any applicable contract or licensing agreement.

10. Participating agencies agree to treat information, including any private proprietary information which is marked as such, as confidential to the extent authorized by law, including the Freedom of Information Act, 5 U.S.C. § 552; the Privacy Act, 5 U.S.C. § 552a; and the Georgia Open Records Laws O.C.G.A. § 50-18-70 et seq.

11. Each agency agrees to submit these types of records, reports, and information into the ICD.

12. Any agency retains sole ownership and control of the information it contributes pursuant to this User Agreement and any copies of that information replicated pursuant to this User Agreement. Such agency has the sole responsibility and accountability for ensuring that it is not constrained from sharing this information for these authorized purposes by any laws, regulations, policies, and procedures applicable to the submitting party.

13. Any agency has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information contributed.

H. Access to and Use of Information/Sanctions

1. Each party will contribute information to the ICD database and agrees to permit the access, dissemination, and/or use of such information by every other party under the provisions of this MOU (and any other applicable agreements that may be established for the ICD). The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting the access, dissemination, and/or use of such information by any laws, regulations, policies, and procedures applicable to the submitting party.

2. Agencies that do not provide incident-based data for inclusion into the ICD are not eligible to be parties or to receive information from the system.

3. All parties will have access via the Internet to all information in the ICD

database, as provided in this MOU and any other applicable agreements that may be established for the ICD; and each agency is responsible for providing Internet connectivity for their own agency.

4. An accessing party has the sole responsibility and accountability for ensuring that its access comports with laws, regulations, policies, and procedures applicable to the accessing party.

5. A party may only access the ICD database for an authorized law enforcement, research or system development purpose, after receiving appropriate training. Specifically, the system may be used to develop criminal investigations and local crime trends, verify links between criminals in the community, and other criminal law enforcement purposes. The system cannot be used for general licensing and employment purposes, background investigations of federal, state or local employees, or any other non-law enforcement related purpose.

6. An accessing party may use information from the ICD database only for a legal law enforcement, research or system development purpose. For purposes of this User Agreement, the term "authorized law enforcement purpose" includes criminal investigations, criminal intelligence, counterterrorism investigations, national security, and/or public safety functions, which are authorized by law.

7. Information in the system, including any analytical products, may be disseminated subject to the following requirements:

a. Hard or electronic copies of documents retrieved from the system may not be provided to a non-participating agency without the approval of the contributing agency;

b. Information or summaries of information from the system may be shared with a non-participating law enforcement agency in the furtherance of a legitimate law enforcement investigation or for development of community crime analysis; and

8. Requests for ICD database records from anyone other than a party to this MOU will be directed to the contributing party via a valid pointer system process.

9. Agencies not part of this MOU will not have direct access to the ICD database. Requests for information from the ICD database from these agencies will be referred to a ICD member agencies that covers the same geographic area as the requesting agency.

10. ICD database information shall not be used to establish or verify the eligibility of, or continuing compliance with statutory and regulatory requirements by, applicants for, recipients or beneficiaries of, participants in, or providers of services with respect to, cash or in-kind assistance or payments under Federal

benefit programs, or to recoup payments or delinquent debts under such Federal benefit programs.

11. The ICD database will include an audit capability that will log all user actions, including queries executed, responses, alerts set, and notifications received. The log shall be maintained by the University for the life of the records or 5 years, whichever is longer. A party may arrange with the University to receive copies of the audit log showing access to that party's data.

I. Security

1. Each party will be responsible for designating those employees who should have access to the ICD database. This database has been developed with the capability to record each use of the system, including the identity of the individual accessing the system, time of access to the system, and the information entered and/or queried. This system was developed with security in mind and each participating member should ensure that access to system information is on a strictly need-to-know basis, and that all information is law enforcement sensitive.

2. Each party agrees to use the same degree of care in protecting information accessed under this MOU as it exercises in respect of its own sensitive information. Each party agrees to restrict access to such information to only those of its (and its governmental superiors) officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with a "need to know" such information.

3. Each party is responsible for training those employees authorized to access the ICD database regarding the use and dissemination of information obtained from the database. Specifically, employees should have a clear understanding of the need to verify the reliability of information with the contributing party when using the information for purposes such as obtaining search and arrest warrants, affidavits, subpoenas, etc. Parties should also fully brief accessing employees regarding the proscriptions for using third party information as described in Section H, paragraphs 4-10, above.

J. Property

1. The equipment purchased by the University to support this effort will remain the property of the University. The University will also remain responsible for maintenance of any equipment owned by the University that is being used to support the ICD.

2. Ownership of all property purchased by parties other than the University will remain the property of the purchasing party. Each party accessing the ICD database from the party's facility shall provide standalone computer stations for those designated employees accessing the ICD database. The accessing party is

responsible for configuring its computers to conform to the access requirements of the ICD-sponsored server. Maintenance of the equipment purchased by the accessing party shall be the responsibility of that party.

K. **Costs.** Unless otherwise provided herein or in a supplementary writing, each party shall bear its own costs in relation to this MOU. Even where a party has verbally agreed (or later does agree) to assume a particular financial responsibility, the party's express written approval must be obtained before another party incurs an expense associated with the-agreement. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

L. **Liability**

1. The ICD is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by a party to perform ICD functions shall not be considered employees of the ICD or of any other party for any purpose. The assigning party thus remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to ICD functions.

2. Unless specifically addressed by this MOU (or other written agreement), the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

M. **Governance**

1. The parties recognize that the success of this initiative requires close cooperation by all parties. To this end, the ICD will be operated under a shared management concept in which the parties will be involved in formulating operating policies and procedures. The parties agree to comply with all future policies and procedures developed for the ICD in association with and as advised by the ICD Advisory Board and the ICD national and local partners.

2. Disagreements among the parties arising under or relating to this MOU shall be resolved only via consultation at the lowest practicable level by and between the affected parties and their sponsoring agencies (or as otherwise may be provided under any separate governance procedures).

3. The parties may establish additional procedures for governance of the ICD initiative and in furtherance thereof may enter into one or more separate formal or

informal agreements, provided that any such agreement does not conflict with the spirit, intent, or provisions of this MOU, and is sufficiently memorialized to meet the business purposes of ICD governance (including adequately informing current and future parties). Such governance agreement(s) may, for instance, address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures, rules, and practices; meetings, quorums, and voting procedures; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

N. **No Rights in Non-Parties.** This MOU is an agreement among the parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the University, the Board of Regents, the state of Georgia, a party, or any State, locality, or other sponsor under whose auspices a party is participating in the ICD initiative, or the officers, directors, employees, detailees, agents, representatives, task force members, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

O. **Effective Date/Duration/Modification/Termination**

1. As among the original parties, this MOU shall become effective when the duly authorized representatives of each have all signed it. For parties who subsequently join, this MOU shall become effective when the form in Appendix A is completed and signed by the joining party's duly authorized representative and countersigned by the ICD representative(s) authorized to do so under ICD governance procedures applicable at the time of joining.

2. This MOU shall continue in force indefinitely for so long as it continues to advance the participants' mission purposes, contingent upon approval and availability of necessary funding.

3. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all parties. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of ICD governance (including adequately informing current and future parties).

4. This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all parties. A party's duly authorized representative may also terminate the party's participation in the MOU upon written notice to all other parties of not less than thirty (30) days. A party's participation may also be terminated involuntarily as may be provided in any

applicable governance agreement.

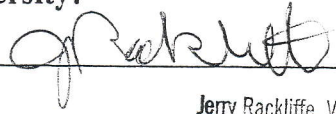
- a. Upon termination of this MOU, all property being used under its purview will be returned to the respective supplying parties. Similarly, if an individual party's participation in this MOU is terminated, the party will return any property to supplying parties, and the remaining parties will return any property supplied by the withdrawing party.
- b. All information contributed to the ICD by a terminating party will either be returned to the party or destroyed.
- c. As to information in the ICD during a party's participation under this MOU, the rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information shall survive any termination. This applies both as to a terminating party's disclosure and use of the other parties' information, and to the other parties' disclosure and use of a terminating party's information.

P. Appendices



- A. *Form for new agencies to join MOU (and copies of executed forms for each agency which has so joined.)*
- B. *Points of Contact*

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated.

For the Board of Regents of the University System of Georgia, by and on behalf of, Georgia State University:

Signature:  Date: 5-4-06
Name : _____
Title: Jerry Rackliffe, Vice President
Finance & Administration

For the City of Atlanta Police Department

Signature:  Date: 4/6/06
Name : _____
Signature:  Date: _____
Name : _____
Police Chief or designee
City Manager (Chief Operating Officer)

For the DeKalb County Police Department:

Signature: _____ Date: _____
Name : _____
Police Chief or designee
Signature: _____ Date: _____
Name : _____
County Manager

For the Fulton County Police Department:

Signature: _____ Date: _____
Name : _____
Police Chief or designee
Signature: _____ Date: _____
Name : _____
County Manager

For the City of Fayetteville Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

For the Forsyth County Sheriff's Office:

Signature: _____ Date: _____
Sheriff or designee

Name : _____

Signature: _____ Date: _____
County Manager

Name : _____

For the City of Griffin Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

For the City of Marietta Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

For the Houston, Texas, Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

For the Lake Charles, Louisiana, Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

For the Lexington, Kentucky, Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

For the North Charleston, South Carolina, Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

For the Overland Park, Kansas, Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

For the Salt Lake City, Utah, Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

For the Springfield, Vermont, Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

For the Waco, Texas, Police Department:

Signature: _____ Date: _____
Police Chief or designee

Name : _____

Signature: _____ Date: _____
City Manager

Name : _____

APPENDIX B - POINTS-OF-CONTACT FOR ICD MOU

Point of Contact for the University:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the City of Atlanta Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the DeKalb County Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the Fulton County Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the City of Fayetteville Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the Forsyth County Sheriff's Office:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the City of Griffin Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the City of Marietta Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the Dover, New Hampshire, Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the Houston, Texas, Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the Lake Charles, Louisiana, Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the Lexington, Kentucky, Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the North Charleston, South Carolina, Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the Overland Park, Kansas, Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the Salt Lake City, Utah, Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the Springfield, Vermont, Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____

Point of Contact for the Waco, Texas, Police Department:

Name: _____
Title: _____
Phones: _____ Cell: _____
Fax: _____
Address: _____
E-mail: _____
Other: _____