

**MEMORANDUM OF UNDERSTANDING
AMONG THE U. S. NAVAL CRIMINAL INVESTIGATIVE SERVICE AND THE
PARTICIPATING FEDERAL, STATE, COUNTY AND MUNICIPAL AGENCIES IN THE
SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT (LEAP) INFORMATION
SHARING INITIATIVE KNOWN AS THE LAW ENFORCEMENT INFORMATION
EXCHANGE (LINX)**

A. PURPOSE.

1. This Memorandum of Understanding (MOU) is entered into by the U. S. Naval Criminal Investigative Service and the Federal, State, and local law enforcement agencies in the Southeast Law Enforcement Alliance Project (LEAP) who are participating in an information sharing initiative known as the Law Enforcement Information Exchange (LInX) for the operation of a regional warehouse of databases. The purpose of this MOU is to set forth the policy and procedures for the use of the LInX by the participating parties, including the ownership and control of the information within the system, which may be contributed by each party for use by the LInX and the participating agencies.

2. The driving impetus for this initiative and MOU is to further the wars against crime and terrorism in the wake of the September 11th terrorist attacks against the United States. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all Federal, State, and local law enforcement agencies cooperate in efforts to share pertinent information. The LInX will integrate relevant records of the parties within a single warehouse of databases, effectively providing each participating agency with a single source for regional law enforcement information. For security purposes, LInX access will be via a separate, sensitive but unclassified server.

3. The LInX will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Utilizing the LInX capabilities will significantly advance public safety and security, and will enhance the protection of this Nation's critical strategic resources in the Southeast.

B. PARTIES.

1. The parties to this MOU are the U. S. Naval Criminal Investigative Service and law enforcement agencies within the Southeast, Federal Law Enforcement Agencies (via N-DEx web service), and Department of Defense Law Enforcement Agencies.

a. Participating agencies will also have access to the other fourteen (14) regional LInX systems.

2. The parties agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this MOU in the future. An eligible agency must apply for and be approved by the Governance Board. The Governance Board shall establish criteria for eligibility to join; such as but not limited to security compliance, data accountability, technical capability, and operational history. A joining agency once approved by the Governance Board shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

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

D. AUTHORITY.

1. Authority for the Naval Criminal Investigative Service to enter into this MOU includes Department of Defense (DoD) Instruction 5505.3 dated July 11, 1986 and SECNAVINST 5520.3B dated January 4, 1993;

2. Authority for Florida state, county, and local agencies to enter into this MOU includes Sections 943.03(5), 943.03(14), 943.0312(2), and 943.0544(5), Florida Statutes (2004).

3. Authority for Georgia state, county, and local agencies to enter into this MOU includes OCGA 36-69-1, et seq. The Georgia Mutual Aid Act and the Georgia Constitution, Article 9, Section 3, provides local departments the authority to enter into MOU's.

4. Authority for Alabama state, county, and local agencies to enter into this MOU includes Alabama Code, Title 36, Chapter 11, Article 3 Agreements and Cooperation by Law Enforcement Agencies

5. Authority for Mississippi state, county, and local agencies to enter into this MOU includes MS Code 45-27-7, Duties and functions of the Justice Information Center

6. Authority for Louisiana state, county, and local agencies to enter into this MOU includes Title 44 RS 44:3D Records of prosecutive, investigative, and law enforcement agencies, and communications districts.

MISSION/OBJECTIVES. This initiative seeks to capture the cumulative knowledge of the participating law enforcement agencies in the Southeast in a systematic and ongoing manner to maximize the benefits of information gathering and analysis to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to enhance public safety and force

protection for the Nation's critical infrastructure in the Southeast. The specific objectives of the LInX are to:

1. Integrate specific categories of existing law enforcement, criminal justice and investigative data from participating agencies in near real time within one data warehouse that will be accessible by all participating agencies.
2. Dramatically reduce the time spent by participating agency personnel in search and retrieval of relevant data by providing query and analytical tools.
3. Provide the means for the participating agencies to develop analytical products to support law enforcement, criminal investigation, force protection, and counter-terrorism operational and investigative activities.
4. Provide an enhanced means for the participating agencies to produce strategic analytical products to assist administrative decision-making processes for area law enforcement executives.

F. CONCEPT.

1. The LInX is a cooperative partnership of Federal, State, county, and local law enforcement agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities, and all LInX operations will be based upon the legal status, jurisdiction, and authorities of the individual participants. The LInX is not intended to, and shall not, be deemed to have independent legal status.
2. The LInX will become a central, electronic repository of derivative Federal, State, county, and local law enforcement and investigative data, with each party providing for use copies of information from its own records which may be pertinent to LInX's mission. Once the database warehouse is populated and properly structured, the system will function with querying and analytical tools in support of law enforcement activities, criminal investigations, force protection, and counter terrorism, and for the development of reports by the participating agencies for the use of their executive decision makers.
3. The LInX database warehouse is currently located at the Northeast Florida HIDTA site in Jacksonville, Florida. This site meets the requirements for security accreditation, and contains "Sensitive But Unclassified" (SBU) information from the records systems of the MOU parties. All parties contributing data to the LInX will have equal access to the LInX functionality via secure Internet connections for read, analytical and lead purposes only. All other regional LInX database warehouses are consolidated at the Alexandria, Virginia Police Department, for major cost savings for the Naval Criminal Investigative Service, which maintains the database warehouses.

G. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION.

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

2. Just as each party retains sole ownership and control of the information it contributes, so does a party retain sole ownership and control of the copies of that information replicated in the LInX.

3. The contributing party has the sole responsibility and accountability for ensuring that no information is entered into LInX that was obtained in violation of any Federal, State, or local law applicable to the contributor.

4. 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 and sharing of information into the LInX.

5. 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 and the Governance Board of any challenge to the accuracy of the contributing party's information.

6. Because information housed by LInX will be limited to duplicates 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 data in the LInX warehouse that is not mirrored within the contributing party's source records.

7. The LInX will thus only be populated with mirrored 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 system status. Rather, this electronic system is merely a means to provide timely access for the law enforcement parties to information that replicates existing files/records systems.

8. To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in the analysis of LInX 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 system(s) in accordance with that party's records management processes (subject to obtaining any contributing party's consent as provided below). A party that desires to incorporate in its own separate records information contributed by another party, including any analytical products based on

another party's information, must first obtain the data directly from the entering party and obtain the entering party's express permission to use the data.

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 nonrecord 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 system(s) in accordance with that party's records management processes and any applicable contract or licensing agreement.

10. Each agency has agreed to submit law enforcement, criminal justice and investigative types of records, reports, photographs, and information into the LInX warehouse.

11. There is no obligation and there should be no assumption that a particular party's records housed in the LInX database warehouse represent a complete mirror image of that party's records system for any subject or person.

H. ACCESS TO AND USE OF INFORMATION.

1. Each party will contribute information to the LInX 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 LInX). The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.

2. Agencies that do not provide data for inclusion in the LInX are not eligible to be parties without express, written approval of the Southeast Law Enforcement Alliance Project's LInX Governance Board. Only duly constituted law enforcement components of Federal, military, state, county, or local jurisdictions may become members of the LInX.

3. All parties will have access via a secure internet connection to all the information in the LInX, as provided in this MOU and any other applicable agreements that may be established for the LInX; and each agency is responsible for providing its own internet connectivity.

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

5. A party may only access the LInX when it has a legitimate, official need to know the information for an authorized law enforcement purpose, such as counter

terrorism, public safety, and/or national security, after receiving training appropriate to this MOU.

6. An accessing party may use information for official matters only. 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 purpose. The LInX system may be queried by member agencies to assist them in developing leads to pursue in the vetting process of candidates for employment in their own agencies. However, the information contained in LInX CANNOT be utilized as the basis for a hiring decision. Any leads developed as a result of the LInX queries must be verified with the contributing agencies and only the actual, verified data may be used in the hiring decision.

7. Information in the system, including any analytical products, may not be used for any unauthorized or non-official purpose and shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question.

8. Notwithstanding the requirement in the previous provision that information may not be disseminated without first obtaining express permission of each party that contributed the information in question, in accordance with and to the extent permitted by applicable law, required court process, or guidelines issued jointly by the Attorney General of the United States and the Director of Central Intelligence, immediate dissemination of information can be made if a determination is made by the recipient of the information:

(a) that the matter involves an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security; and

(b) requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.

The owner of the information shall be immediately notified of any and all disseminations made under this exception.

9. Any requests for reports or data in LInX records from anyone other than a party to this MOU will be directed to the contributing party.

10. Agencies who are not part of this MOU will not have direct access to LInX. Requests by such agencies for copies of information contained in LInX must be referred to the individual LInX party that owns the information.

11. The information in the LInX 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 the Federal or State benefit programs, or to recoup payments or delinquent debts under such Federal or State benefit programs.

12. The LInX will include an audit capability that will log user activity. Each agency will designate a point of contact who shall have access to that member agency's portion of the audit log. However, the audit log aggregate is not a record of information wholly controlled by any one-member agency and no single member agency may disclose the content of the entire log. Any requests for copies of the entire audit log will be forwarded to each member agency for direct response to that member agency's portion of the audit log.

I. SECURITY.

1. Each party will be responsible for designating those employees who have access to the LInX. This system has been developed with the capability to record each use of the system, including the identity of the individual accessing the system, and the time of the access to the system, and the information queried. The system was developed with security in mind. It should be remembered by each participating member that access to the information within the system should be on a strictly official, 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 with respect to its own sensitive information. Each party agrees to restrict access to such information to only those of its (and its governmental superior's) officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with an official "need to know" such information. Each party agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the LInX system as if it were an abuse of their own sensitive information systems of records.

3. Each party is responsible for training those employees authorized to access the LInX system regarding the use and dissemination of information obtained from the system. Specifically, employees should be given a clear understanding of the need to verify the reliability of the information with the contributing party before using the information for purposes such as preparing affidavits, or obtaining subpoenas and warrants, etc. Parties should also fully brief accessing employees about the proscriptions for using third party information as described in Section H, paragraphs 4–11, above.

J. PROPERTY.

1. The equipment purchased by the NCIS to support this effort will remain the property of the NCIS. After expiration of any warranties, the NCIS and the Southeast

Law Enforcement Alliance Project Governance Board will determine the responsibility for the maintenance of the server.

2. Ownership of all property purchased by parties other than the NCIS will remain the property of the purchasing party. Each party accessing the LInX from the party's facility shall provide its own computer stations for its designated employees to have use and access to the LInX. The accessing party is responsible for configuring its computers to conform to the access requirements. Maintenance of the equipment purchased by the accessing party shall be the responsibility of that party.

K. COSTS.

1. 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 agreed (or later does agree) to assume a particular financial responsibility, the party's express written approval must be obtained before the incurring by another party of each expense associated with the responsibility. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and subject to 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 LInX is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by a party to perform LInX related functions shall not be considered employees of the LInX 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 LInX functions.

2. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge responsibility 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 project requires close cooperation on the part of all parties. To this end, the LInX system will be operated under a shared management concept in which the parties will be involved in formulating operating policies and procedures. The Southeast Law Enforcement Alliance Project Governance Board will consist of the head (or authorized designee) of each participating law enforcement agency. The parties agree to comply with all future policies and procedures developed by this Governance Board.

2. Each member of the Governance Board shall have an equal vote and voice on all board decisions. Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters relating to the business of the Governance Board.

3. A chairperson shall be elected by its members, together with such other officers as a majority of the Board may determine. The chairperson, or any board member, may call sessions as necessary. For a meeting to occur a minimum of 51% of the membership must be present and a simple majority of those present shall be required for passage of any policy matters. A tie vote does not pass the matter. In emergency situations, the presiding officer may conduct a telephone or email poll of Board members to resolve any issues. The Governance Board may also establish any needed committees such as technical, user, oversight, and legal.

4. Disagreements wholly among and between LInX members 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) and will not be referred to any court, or to any other person or entity for settlement. All unresolved matters will go before the Governance Board.

5. The Governance Board may establish additional procedures and rules for the governance of the LInX system 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 the Governance Board (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. DISCLOSURE OF THIRD PARTY INFORMATION.

1. When addressing any request for the disclosure of third agency information where that information was obtained as a result of a query(s) made through the LInX system, the participating agencies shall comply with the following policy:

(a) In all cases, for providers of any third agency information held in another LInX MOU signatory's files, the provider retains proprietary ownership of the information other than as provided by specific law.

(b) As agreed by all parties and established in Sections G, H and I of the LInX MOU and herein, information acquired through the LInX System by all parties, shall be considered sensitive law enforcement information, the non-disclosure of which is essential to law enforcement or the protection of on-going

investigations and persons rights to privacy. Therefore, in all cases the agency with proprietary interest will be immediately notified of a request for sharing or disclosure of that information from any agencies or parties outside of participating agencies in the LInX system.

(c) All parties agree to assist and cooperate with any signatories in protecting information from harmful disclosure to the fullest extent of the law.

(d) It is not the intention of this agreement to circumvent or obstruct existing open government and/or public information disclosure laws. Rather it is intended to ensure the protection of sensitive law enforcement information, information that has been designated as part of an active and ongoing investigative effort by any party, and other information as protected by applicable Federal and State privacy laws.

O. NO RIGHTS IN NON-PARTIES.

1. 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 NCIS, the Department of the Navy, the Department of Defense, the FBI, the Department of Justice, the United States, a party, or any State, county, locality, or other sponsor under whose auspices a party is participating in the LInX or the officers, directors, employees, detailees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

P. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION.

1. As among the original parties, this MOU shall become effective when the duly authorized representatives of each party have all signed it. For parties who subsequently join, this MOU shall become effective when completed and signed by the joining party's duly authorized representative and countersigned by the representatives of all the other parties applicable at the time of the 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 LInX 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 applicable governance agreement.

5. Upon termination of this MOU, all property being used under its purview will be returned to the respective supplying party. 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.

6. All information contributed to the LInX by a terminating party will be deleted from LInX.

7. As to information in the LInX 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 information, and to the other parties' disclosure and use of a terminating party's information.

Q. APPENDICES.

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

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each participating agency on an individual page attached hereto and incorporated herein as part of this MOU.

**SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT LINX MEMORANDUM
OF UNDERSTANDING**

Signatory Page

For The _____

Signature: _____ Date: _____

Name: _____

Title: _____

**APPENDIX A – SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LInX
MEMORANDUM OF UNDERSTANDING**

PURPOSE. This document effects the joining by the **CLAY COUNTY DISTRICT SCHOOLS POLICE DEPARTMENT AND THE CLAY COUNTY SCHOOL BOARD** in the MEMORANDUM OF UNDERSTANDING AMONG THE NAVAL CRIMINAL INVESTIGATIVE SERVICE AND PARTICIPATING FEDERAL, STATE, AND LOCAL AGENCIES FOR AN INFORMATION SHARING INITIATIVE KNOWN AS THE SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LAW ENFORCEMENT INFORMATION EXCHANGE (LInX).

AUTHORITY. Authority for the Joining Party to enter into this MOU includes:

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AGREEMENT. The Joining Party agrees to abide by all provisions and assume all obligations and responsibilities of the MOU, including any formal changes and any administrative, technical, and operational resolutions in effect at the time of execution (as to which the Joining Party acknowledges being provided copies or other adequate notice). In return, the Joining Party shall also be considered a party and shall have the same rights and privileges as the original parties.

POINT OF CONTACT. The Joining Party's POC is:

Name and Title: _____
Office Phone: _____ Cell: _____ Fax: _____
Address: _____
Email/Other: _____

COSTS. Unless otherwise agreed in writing, the Joining Party shall bear its own costs in relation to the MOU.

EFFECTIVE DATE/DURATION/TERMINATION. This document shall take effect when completed and signed by the Joining Party's duly authorized representative and countersigned by the representatives of the Southeast Law Enforcement Alliance Project's Governance Board authorized to do so under the LInX governance procedures applicable at the time of joining. Thereafter, duration and termination of the Joining Party's participation in the MOU shall be as provided in the MOU.

FOR THE JOINING PARTY:

Signature: _____ Date: 10-07-21

Name Mary Bolla

Title and Agency: Board Chair - Clay County School Board

Signature: _____ Date: 10-07-21

Name David Broskie

Title and Agency: Superintendent - Clay County District Schools

Signature: _____ Date: 10-07-21

Name Kenneth Wagner

Title and Agency: Chief of Police - Clay County District Schools Police Department

**FOR THE SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LAW
ENFORCEMENT INFORMATION EXCHANGE (LInX):**

Signature: _____ Date: _____

Name: _____

Title and Agency: _____

Signature: _____ Date: _____

Name: _____

Title and Agency: _____