

**MEMORANDUM OF UNDERSTANDING AMONG THE NAVAL CRIMINAL
INVESTIGATIVE SERVICE AND PARTICIPATING FEDERAL, STATE, COUNTY
AND MUNICIPAL AGENCIES FOR AN INFORMATION SHARING INITIATIVE
KNOWN AS THE LAW ENFORCEMENT INFORMATION
EXCHANGE MIDWEST (LInX MIDWEST)**

A. PURPOSE.

1. This Memorandum of Understanding (MOU) is entered into by the Naval Criminal Investigative Service and the Federal, State, and local law enforcement agencies participating in an information sharing initiative for operation of a regional warehouse of databases, known as the Law Enforcement Information Exchange Midwest (LInX Midwest). 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. LInX Midwest 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.

3. LInX Midwest 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 Naval and military resources in the Great Lakes area of the Midwest.

4. LInX records are not the official records of any agency and placement in LInX does not transfer possession or dominion over such entries to any other LInX member. They are merely copies of key portions of an agency's official record staged for ready electronic reference by LInX members.

B. PARTIES.

1. The parties to this MOU are: Chicago Police Department, Gurnee Police Department, Harwood Heights Police Department, Naval Criminal Investigative Service, Schiller Park Police Department, Waukegan Police Department and other law enforcement agencies approved for membership.

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 to become a joining agency. 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 Governance Board.

D. AUTHORITY.

1. Authority for the Naval Criminal Investigative Service to enter into this MOU includes Department of Defense (DoD) Instruction 5505.03, Initiation of Investigations by Defense Criminal Investigative Organizations, dated March 24, 2011; and SECNAVI NST 5430.107, Mission and Functions of the Naval Criminal Investigative Service, dated 28 Dec 2005.

2. Authority for Illinois state, county, and local agencies to enter into this MOU includes Illinois Compiled Statutes 5 ILCS 220/3.

E. MISSION/OBJECTIVES. This initiative seeks to capture the cumulative knowledge of regional law enforcement agencies 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 Great Lakes area. The specific objectives of LInX Midwest are to:

1. Integrate specific categories of 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, force protection, and counterterrorism 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. LInX is a cooperative partnership of Federal, DoD, 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. LInX is not intended to, and shall not, be deemed to have independent legal status.

2. The LlnX will become a central, electronic repository of derivative Federal, State, county, and local law enforcement and investigative data, with each party providing for use fields of information from its own records which may be pertinent to LlnX members' law enforcement 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. LlnX functionality may be enhanced via acquisition and use of commercially available references, public source information, and software applications such as commercial directories, census data, mapping applications, and analytical applications.

4. The LlnX database warehouse collection will be resident on servers located at the Alexandria Police Department, Virginia Data Center located at 3600 Wheeler Avenue, Alexandria, VA 22304. The Data Center is a state-of-the-art CJIS approved facility. The warehouse will contain "Sensitive but Unclassified" (SBU) information from the records systems of the MOU parties. All parties to this MOU contributing data to LlnX will have equal access to the LlnX functionality via secure Internet connections for read, analytical and lead purposes only.

5. LlnX is not a criminal history system or a criminal intelligence system governed by the provisions of Title 28, Parts 20 and 23 respectively, of the Code of Federal Regulations.

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 LlnX, or delete it from the LlnX 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 LlnX. A LlnX user may print a record from LlnX and retain said copy for a period not to exceed 72 hours to assist with case investigation. At the end of the 72 hour period said user must destroy the copy. No records printed from LlnX may be used as part of any investigative case file. A user must obtain an official record and approval from the contributing agency in order to use in an investigative case file.

3. The contributing party has the sole responsibility and accountability for ensuring that no information is entered into LlnX 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 LlnX.

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 LlnX 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 LlnX warehouse that is not mirrored within the contributing party's source records.

7. LlnX 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 "mining" of LlnX 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 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 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, and information into the LlnX warehouse.

11. There is no obligation and there should be no assumption that a particular party's records housed in the LlnX database warehouse represent the totality of all records 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 LlnX 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 LlnX). 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 LInX Governance Board. Only duly constituted law enforcement agencies of a Federal, military, state, county, or local jurisdiction may become a party of LInX.

3. All parties will have access via a secure Internet connection to all the information in LInX, as provided in this MOU and any other applicable agreements that may be established for 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 any access complies with any laws, regulations, policies, and procedures applicable to the accessing party.

5. A party may only access LInX when it has a legitimate, official need to know the information for an authorized law enforcement, counter terrorism, public safety, and/or national security purpose, after receiving training appropriate to this MOU. The system may also be used for training, testing and demonstration purposes for existing and future law enforcement agencies.

6. An accessing party may use information for official matters only. This includes member law enforcement agencies(s) background checks of its own employees or prospective employees. The system cannot be used for mass screening, general licensing and employment purposes, background investigations of federal, state or local employees or any other non-law enforcement purpose.

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. Specifically included within this prohibition is the use of information in the preparation of judicial process such as affidavits, warrants, subpoenas, etc.

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 or LInX/DDEx partner system 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 system 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, State or Commonwealth benefit programs, or to recoup payments or delinquent debts under such Federal, State or Commonwealth benefit programs.

12. LInX includes an audit capability that logs user activity. Each agency will designate a point of contact that 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 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 superiors) officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with an official "need to know" such information.

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.

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 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. 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. LlnX is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by a party to perform LlnX-related functions shall not be considered employees of LlnX 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 LlnX 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, LlnX will be operated under a shared management concept in which the parties will be involved in formulating operating policies and procedures. The LlnX Midwest 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. At the discretion of the Board of Governance Chairperson, a telephone or email poll of Board members may be substituted to resolve any issues. The Board of Governance may also establish any needed committees such as technical, user, and legal.

4. 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) 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 LlnX 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 LlnX 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 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 LlnX or the officers, directors, employees, detailees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

0. 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 the LlnX authorized to do so under LlnX 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 LlnX 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 an 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 LlnX by a terminating party will be deleted from LlnX.

7. As to information in the LlnX 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.

P. APPENDICES

- A. Form for new agencies to join MOU (and copies of executed forms for each new agency which has so joined)
- B. Points of Contact
- C. Governance Provisions (may be added later at the discretion of the Board)
- D. Security Policy (may be added later).

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.

APPENDIX A - LlnX MIDWEST MEMORANDUM OF UNDERSTANDING

PURPOSE: This document effects the joining by the LAKE COUNTY SHERIFF'S OFFICE 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 MIDWEST LAW ENFORCEMENT INFORMATION EXCHANGE (LlnX).

AUTHORITY: Authority for the Joining Party to enter into this MOU includes: RCW 39.34.

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 LlnX authorized to do so under LlnX 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: _____
Name: _____
Title and Agency: _____

FOR LlnX MIDWEST:

Signature: _____ Date: _____
Name: _____

Title and Agency: _____

Signature: _____ Date: _____
Name: _____

Title and Agency: _____

APPENDIX B - Midwest Region - LinX Memorandum of Understanding

PURPOSE: This document effects the participation by the: Lake County Sheriff's Office in the Naval Criminal Investigative Service (NCIS) and participating agencies in the information sharing initiative known as the Midwest Region Law Enforcement Information Exchange (LinX) and the Federal Bureau of Investigation and state, local, tribal and federal agencies participating in the Law Enforcement National Data Exchange (N-DEx) information exchange initiative.

AGREEMENT: The Joining Party, a participant in Midwest Region LinX agrees to share legally sharable law enforcement information with the participants in N-DEx.

COSTS: NCIS will bear the cost of the connection between Midwest LinX and (N-DEx).

EFFECTIVE DATE/ DURATION/ TERMINATION: This document shall take effect when completed and signed by the Joining Party's duly authorized representative. 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: _____

Name: _____

Title and Agency: _____