

**RMS / CMS Information Sharing
COPLINK System Use Policy
10/4/2005**

I. OVERVIEW OF THIS POLICY

- a. **Background:** The goal of the RMS/CMS Information Sharing Project is to enhance the effectiveness of law and justice agencies by increasing information sharing related to criminal activities. The Orange County Integrated Law and Justice (OCILJ) agencies have assisted in the design and implementation of a method of sharing law and justice information that permits the electronic access to information maintained by those agencies. The implementation of the COPLINK System serves as a solution to the problems of inaccessible or irretrievable information as a result of disparate information systems that lack a common platform and the difficulty in sharing data across jurisdictional boundaries.
- b. **Intended Benefits:** By facilitating the sharing of public safety information with law and justice partners, OCILJ agencies can improve their responses to community crime and enhance overall investigative capacity. The COPLINK System provides sophisticated analytical tools that will enable authorized users to discover links and relationships by providing consolidated data across Orange County. This may allow them to solve previously "unsolvable" incidents and investigate serial criminal activity.
- c. **Purpose of Policy:** The purpose of the COPLINK System Use Policy is to outline conditions under which the OCILJ agencies will share and use information in the COPLINK System. By signing this policy, all COPLINK System agencies, as well as all individuals who operate or use the COPLINK System, agree to adhere to the guidelines specified in this policy and support the public benefit derived from the electronic sharing of public safety information.
- d. **Agency Participation:** The COPLINK System is a cooperative venture of the justice agencies in Orange County, California. Agencies can apply to participate through the OCILJ Steering Committee by submitting a proposal that outlines their intended use of the System, the type of data they intend to contribute and any other information requested by OCILJ. A two-thirds majority vote of approval of the Steering Committee is required to approve an agency's participation in the System. Once approved, the agency will proactively cooperate with OCILJ, the other participating agencies, and any contractors working to implement and manage the system to obtain the cooperation of their own System vendors and or maintenance contractors to facilitate:
 1. Network access and connectivity
 2. Data extracts for engineering and testing purposes
 3. Production extracts
 4. Required modifications to their source systems
 5. Regular data updates as agreed to during the design process
 6. Timely review and approval of design documents and test results

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- e. Agency Withdrawal: An agency may withdraw their participation in COPLINK at any time by providing written notice to OCILJ that they wish to withdraw their participation. In the event that the agency wishes their data withdrawn from the COPLINK repository as part of the termination of their participation, the withdrawing agency is responsible for contacting the maintenance vendor (currently Knowledge Computing Corporation) and requesting the data removal. The withdrawing agency is responsible for the cost associated with the removal of their data from the repository.

II. **AUTHORIZED RELEASE OF INFORMATION**

- a. Sharing of Information: Each participating agency authorizes the release of information residing in their records management system to all users of the COPLINK System as permitted by law. It is the responsibility of each agency to specify which data points to share and any other special requirements. Agencies will participate in several testing sessions, where they will validate and ensure that their information is accurately reflected in the new System.
 - 1. California law prohibits the release of victim information in specific sex related crimes to unauthorized users.
- b. Limitation on Information Sharing: Information contributed by each agency shall only be shared with or released to those agencies that have entered into this Agreement. Only authorized agency employees that have an approved login and password, will be allowed to access or use information in the COPLINK System. All queries must only be made by such users.
- c. Liability: Knowledge Computing Corporation and each agency is solely responsible and liable for any damages, losses, claims, judgments, and expenses resulting from injury to any person or damage to any properties, which arise out of its own employee's performance and use of the System under this Agreement.
- d. Indemnification: Knowledge Computing Corporation, the COPLINK maintenance vendor, and each User Agency that accesses information through the COPLINK System shall indemnify, defend, and hold harmless the other User Agencies, their County or Cities, City Councils, Board of Supervisors and other elected officials, boards and commissions, officers, agents, and employees (collectively, the "Indemnified Parties) from and against any and all claims (including, without limitation, claims for bodily injury, death, or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, attorney's fees, disbursements, and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from the improper use or release of information obtained through the COPLINK System by the Knowledge Computing Corporation or accessing User Agency, including as a result of the negligent and/or willful acts, errors, and/or

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omissions of Knowledge Computing Corporation, or the User Agency, its principals, officers, agents, employees, elected officials, and anyone employed directly or indirectly by them or for whose acts they may be liable.

Notwithstanding the foregoing, nothing herein shall be construed to require Knowledge Computing Corporation or the accessing User Agency to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Knowledge Computing Corporation or the User Agency.

- e. Internal Audit: Each Agency's System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes.

III. INFORMATION OWNERSHIP

- a. Ownership: Individual agencies retain control of all of information they provide through the System at all times. Each agency is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. The originating agency is solely responsible for the completeness and accuracy of its source data.
- b. Unauthorized Requests: Any request for access to information hosted in the COPLINK System that is not authorized for viewing will be referred to the agency that owns the information being requested. Except as required by law, information shall not be released or made available to any unauthorized requestor without the approval of the agency having ownership of the original source data.

IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- a. Accuracy of Information: Agencies agree that the data maintained in the COPLINK System consists of information assumed to be accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc). It is the responsibility of the agency requesting or using the data to confirm the accuracy of the information with the owning agency before taking any enforcement-related action.
- b. Timeliness of Information: As a part of the System design process, each agency determines the frequency with which their data will be refreshed in COPLINK. In addition, agencies have their own policies and speed at which incidents are recorded in their records management systems. Since changes

or additions to data do not get updated in COPLINK on a real-time basis, agencies recognize that information may not always be timely and relevant. It is the responsibility of the agency requesting the data to confirm the timeliness and relevance of the information with the owning agency. Additionally, a data refresh schedule will be published by the System Administrator to enable a user to determine the potential timeliness of each agency's data.

- c. Hold Harmless: To the extent permitted by law, agencies agree to hold information owners harmless for any information which is in the COPLINK repository, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed.

V. USER ACCESS

- a. Login Application Process: Each user agency shall appoint their own agency-specific System Administrator who is responsible for management of user accounts at that agency. An overall Network System Administrator will also be appointed. The user may submit a request for a login and password to their Agency System Administrator. The agency agrees that all users shall be current employees and be authorized to review criminal history data for legitimate purposes. The Agency System Administrator may deny or revoke individual access in their sole discretion.
- b. Login Assignment: Each individual user will be issued a user login and a default password by their Agency System Administrator. Upon logging into COPLINK for the first time, each user will change the default password to another password. Users may also be assigned to groups that have different access rights to the information in the system based on the level of restriction of the information.
- c. Provision of Policy: The Agency System Administrator must provide a copy of the terms and conditions of this policy to all users when they are issued a login ID for the system.
- d. Limitations on Use of Logins: Each user must comply with the System Use Policy guidelines. A user may not access COPLINK by using a name or password that was assigned to another user. A user cannot give his or her password to another person, including another user, to access the system.
- e. Audit Trail: Each transaction on COPLINK is logged and an audit trail created, which is resident on the System for a minimum of three years. Requests for transaction logs shall be made in writing through the requestor's chain-of-command to their Agency System Administrator.
- f. Termination of Logins: Participating agencies will be responsible (through their Agency System Administrator) for timely removal of any login accounts as users leave the agency or as they fail to meet the requirements for access to the System.

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VI. INTENDED USE OF THE SYSTEM

- a. Intended Use: Each user agrees that the use of the COPLINK System, the information contained in it, and the networking resources provided are for reasons related to the mission of the OCILJ agencies. Users acknowledge that the information hosted in the COPLINK System will be shared and used for authorized purposes only as permitted by law. No user can use or share the information for any unethical, illegal, or criminal purpose.

VII. UNDERSTANDING ON CONFIDENTIALITY OF INFORMATION

- a. Information Confidentiality: Each user agrees that information in the COPLINK System is confidential and is not subject to public disclosure, except as required by law. Only agency employees that have an authenticated login and password are allowed to view and use the information. The information will otherwise be kept confidential.
- b. Internal Requests for Information: A COPLINK System user who receives a request from a non-authorized requestor for information in the COPLINK System (of which they are not the originating source) shall not release that information, but may refer the requester to the agency that is the source. A COPLINK System user who receives a court order to release information in the COPLINK System will immediately provide a copy of the court order to the owner/source agency that originally provided the information and to his/her own Agency System Administrator. The owner/source agency is responsible for preparing a timely response to the court order or, in the event of a failure to respond, allows the receiving agency to respond as necessary to comply with the order. Any challenge or objection to the order is the responsibility of the owner/source agency.
- c. Confidential Records: An agency that does not want data made available from its records management system to any COPLINK user is responsible for ensuring that the data is not included in a data transfer to the COPLINK System. An agency that only wants data from its records management system to be made available to a select group of COPLINK users is responsible for placing the appropriate restriction indicator on the underlying data in the agency's internal records management system or database.
- d. Removal or Expungement of Records: As part of the design of an agency's data updates, the period at which a record deletion, removal expungement or other edit is transferred to the repository from the source system will be defined. If an agency requires a record edited, removed, or otherwise changed in a more timely manner, they are responsible for contacting the maintenance contractor (currently Knowledge Computing Corporation) directly and arranging for such a change to be manually processed to their data.

VIII. SYSTEM ACCESS

- a. Network Access: Access to other member agencies' information will be provided utilizing a virtual private network maintained by the City of Santa Ana or any other secure network configuration that is mutually acceptable to the member agencies.
- b. System Availability: The information residing in the COPLINK System shall be available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary System maintenance activities. Agencies agree to inform each other in advance, whenever possible, of scheduled System downtimes. *For policies related to the network, service levels, and security, please refer to the Service Level Agreement document.*

IX. POLICY TERMS

- a. Term: The term of this policy will commence on the date that it is adopted by the first OCILJ agency.
- b. Changes to Policy: After implementing the COPLINK System with Phase 1 agencies, it is anticipated that the System will also be implemented across the other Phase 2 agencies. New agency members may be added to this policy by signing an amended copy of the agreement and accepting its conditions and obtaining an approval for their membership by a majority of the OCILJ Steering Committee. Based on ongoing monitoring of the System, agencies may propose other changes to this policy. Such proposals require the approval of a two-thirds majority of the participating agencies and the OCILJ Steering Committee.
- c. Supplemental Policies: All participating agencies that operate their own computers or networks may add individual guidelines which supplement, but do not relax, this policy.
- d. Sanctions for Non-Compliance: If any agency violates the guidelines of this policy with regard to accessing, sharing, or using information, that agency may be disconnected from the COPLINK System. The offending agency will be provided with a 60 day written notice of the violation and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending agency. All disputes concerning access shall be determined by a two-thirds majority vote of the OCILJ Steering Committee.

X. SIGN-OFF ON EXECUTION OF POLICY

By signing this agreement, all representatives and their participating agencies contributing or using information from this System agree to implement and adhere to the provisions as outlined.

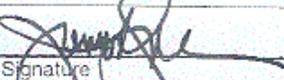
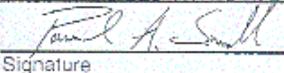
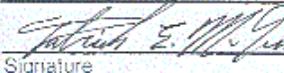
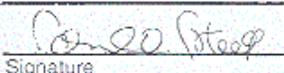
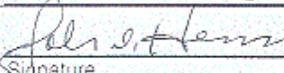
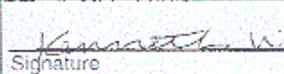
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Anaheim PD	<p>Signature: <i>[Handwritten Signature]</i></p> <p>Date: 10/13/05</p> <p>Printed Name and Title: JOHN WELTER CHIEF OF POLICE</p>
Brea PD	<p>Signature: <i>[Handwritten Signature]</i></p> <p>Date: 10-9-05</p> <p>Printed Name and Title: MELISSA MESSNER</p>
Garden Grove PD	<p>Signature: <i>[Handwritten Signature]</i></p> <p>Date: 10-5-05</p> <p>Printed Name and Title: JOSEPH M. PELICANI</p>
Irvine PD	<p>Signature: <i>[Handwritten Signature]</i></p> <p>Date: 10/05/05</p> <p>Printed Name and Title: David J. Mangano IV Police Chief</p>
Newport Beach PD	<p>Signature: <i>[Handwritten Signature]</i></p> <p>Date: 10-5-05</p> <p>Printed Name and Title: Bob McDONELL, Chief of Police</p>
Orange PD	<p>Signature: <i>[Handwritten Signature]</i></p> <p>Date: 10-10-05</p> <p>Printed Name and Title: ROBERT H. GUSTAFSON CHIEF OF POLICE</p>
Superior Court	<p>Signature: <i>[Handwritten Signature]</i></p> <p>Date: 10-27-05</p> <p>Printed Name and Title: FREDERICK P. NORN</p>

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Orange County Probation Dept	Signature	Date
	Printed Name and Title	
Santa Ana PD	Signature	Date 10-6-05
	Printed Name and Title Paul M. Watson Chief of Police	
Cypress PD	Signature	Date 10-20-05
	Printed Name and Title R.A. Hicks, Chief of Police	
Seal Beach PD	Signature	Date 10-15-05
	Printed Name and Title Michael Sellers, Chief	
Los Alamitos PD	Signature	Date 11-13-05
	Printed Name and Title Michael R. McCann Chief	
La Habra PD	Signature	Date 10-20-05
	Printed Name and Title Dennis Kies Police Chief	
Tustin PD	Signature	Date 10-5-05
	Printed Name and Title Sgt M Jordan Chief of Police	

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Laguna Beach PD	Signature  Date 10-5-05 Printed Name and Title JAMES E. SPREME CHIEF OF POLICE
Fountain Valley PD	Signature  Date 10-5-05 Printed Name and Title Paul A. Sorrell Chief
Fullerton PD	Signature  Date 5 Oct 05 Printed Name and Title PATRICK E. MCKINLEY CHIEF-OF-POLICE
La Palma PD	Signature  Date 10-5-05 Printed Name and Title EDWARD O. UTRIEL, CHIEF
Costa Mesa PD	Signature  Date 11/3/05 Printed Name and Title JOHN D. HENSLEY CHIEF OF POLICE
Orange County Sheriff's Dept	Signature _____ Date _____ Printed Name and Title _____
Huntington Beach PD	Signature  Date 10-13-2005 Printed Name and Title KENNETH W. SMALL CHIEF OF POLICE

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Buena Park PD	<p>Signature: <i>Thomas C. Morrison</i></p> <p>Date: 10-23-05</p> <p>Printed Name and Title: THOMAS C. MORRISON</p>
Westminster PD	<p>Signature: <i>A. T. Hill</i></p> <p>Date: 10-28-05</p> <p>Printed Name and Title: Aimee Hill, Public Corp.</p>
Placentia PD	<p>Signature: <i>John T. Schaefer</i></p> <p>Date: 10/20/05</p> <p>Printed Name and Title: JOHN T. SCHAEFER</p>
Orange County District Attorney	<p>Signature:</p> <p>Date:</p> <p>Printed Name and Title:</p>
Knowledge Computing Corporation	<p>Signature: <i>Robert L. Griffin</i></p> <p>Date: 10/13/05</p> <p>Printed Name and Title: Robert Griffin, President and CEO</p>
	<p>Signature:</p> <p>Date:</p> <p>Printed Name and Title:</p>

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	Signature	Date
	Printed Name and Title	