

**MEMORANDUM OF AGREEMENT
PUBLIC SAFETY RECORDS MANAGEMENT SYSTEM
DATA SHARING AGREEMENT
EDS # _____**

This Memorandum of Agreement for Public Safety Data Sharing (this "Agreement") is between the Integrated Public Safety Commission, a state agency established by I.C. 5-26-2-1 ("IPSC"), and _____ (the "Local Unit") regarding participation in and use of the statewide computer aided dispatch system and online records management system maintained by IPSC.

Whereas, IPSC's purpose is to promote the efficient use of public safety agency resources through improved coordination and cooperation with Indiana public safety agencies; and

Whereas, IPSC has entered into a contract (designated as EDS H-28-10-1 in the State's contract tracking system) with Colossus, Incorporated d/b/a/ InterAct Public Safety Systems ("InterAct") to provide computer-aided dispatch and an online records management system to the Indiana State Police and, via a Quantity Purchase Award, to other Indiana governmental entities; and

Whereas, the Local Unit has acquired the InterAct products under the QPA and wishes to participate in the statewide sharing of public safety records maintained by IPSC.

Now, therefore, it is agreed as follows:

1. IPSC's responsibilities. IPSC shall:

- A . Provide overall system administration, database administration and security administration;
- B. Control global software changes to the InterAct products to ensure changes are in the best interest of all participating Local Units to enhance the cooperative work effort between participating agencies;
- C. Take all reasonable measures in accordance with industry standards to protect data and information stored in the CAD/Mobile System (the "Data") from unauthorized access, accidental disclosure, modification, and /or destruction and release Data only in accordance with law and this Agreement;
- D. Provide access to the Master Indices (persons, vehicle, location, organizations/business, property and gangs);
- E. Remove any terminal connected to the statewide system that does not meet the minimum required specifications or that is found to be causing harm to the system;
- F. Publish a User's Policy Manual which shall, among other things, set forth the security requirements and acceptable use requirements for all Local Units participating in this Agreement;
- G. Provide access to Data 7 days a week, 24 hours per day with exception of(i) published maintenance or upgrade schedules or (ii) in the event of catastrophes such as hardware failure, loss of power, natural disaster or other events beyond the control of IPSC;
- H. Immediately notify the Local Unit if IPSC receives a request, whether by subpoena, court order, or otherwise, from another government agency or any third party to disclose the Local Unit's Data, and reasonably cooperate with the Local Unit in any effort to seek a protective order or otherwise to contest such required disclosure, all at the Local Unit's expense.

2. Local Unit's responsibilities. The Local Unit shall:

- A. Be responsible for the cost of installation and maintenance of the CAD/RMS/Mobile software and software updates and comply with all of the terms and conditions of the InterAct contract;
- B. Appoint a system administrator who shall be IPSC's main point of contact for the Local Unit and who shall be responsible for implementing and maintaining security requirements imposed by IPSC;
- C. Ensure that the Local Unit's terminal connections and data transmission speeds meet the minimum requirements for communications to and from the IPSC data center;
- D. Maintain all operating system updates and security patches;
- E. Provide Master Indices information for Data sharing (persons, vehicle, location, organizations/business, property and gangs);
- F. Have the RMS data sharing component active, with the understanding sensitive reports can still be excluded as required with a simple click of a checkbox;
- G. Prohibit its employees from sharing Data of another agency without the express written permission from the agency of record;
- H. Read and comply with all current IDACS/CJIS policies and rules regarding CAD and mobile; and
- I. Require its users who work for any other department or agency to use the proper ORI/Agency identifier/user account when entering or querying Data.

3. Audit. IPSC reserves the right to perform an audit annually or more frequently, as desired for statistical and compliance purposes.

4. Fees paid to IPSC. The Local Unit shall pay IPSC an Annual fee, which fee shall be used by IPSC for system administration, database administration and security administration. The fee schedule is set forth in the User Policy Manual, and may be updated by IPSC from time-to-time with notice to the Local Unit.

5. No Liability.

A. IPSC will in good faith carry out its responsibilities under this Agreement. IPSC shall not be liable to the Local Unit for any failures attributable to IPSC, InterAct, or circumstances beyond its control.

B. The Local Unit shall bear all risks associated with its use of third-party data which may be accessed via the InterAct products, the accuracy of which is not the responsibility of InterAct or IPSC.

6. Term. This Agreement shall remain in effect until terminated as follows:

A. IPSC may immediately terminate the Local Unit's access and participation to the database if (i) the Local Unit is in material violation of the IPSC's published security and authorized use policies, or (ii) is in breach or default on any of its obligations to InterAct; or (iii) violates the restrictions on data sharing described in paragraph 2G, above.

B. Either IPSC or the Local Unit may unilaterally terminate for convenience with 60 days written notice to the other party. In such event, IPSC shall provide an electronic transfer of the Local Unit's records without charge.

C.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memoranda, the memoranda shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

In witness whereof, the parties have entered into this Memorandum of Agreement.

Data Sharing Entity

Integrated Public Safety Commission

By: _____

Name and Title, Printed
~~Vice~~ Kelly S. Dignin, Executive Director

Name and Title, Printed

By: _____

David W.

Date: _____

Date: _____

Approved by State Budget Agency:

Brian E. Bailey, Director _____ (for) _____
Date: _____