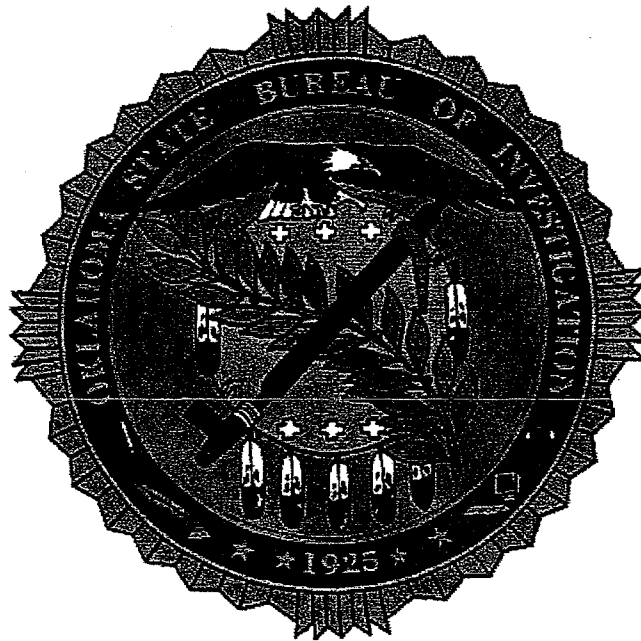


Oklahoma State Bureau of Investigation
Information Technology Services



Memorandum of Understanding
Oklahoma Law Enforcement Information Exchange Project
(OKLeX)
October 14, 2005



Table of Revisions

Release Date	Version ID	Notes, Comments, References
September 27, 2005	Draft	Draft Release
September 29, 2005	Draft 2	Draft Release—changes from meeting 9/28/05
October 14, 2005	Release	Changes from meeting 10/11/05



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A. PURPOSE.

1. This Memorandum of Understanding (MOU) is entered into between various state agencies in Oklahoma (see section B1, below), which will participate in this cooperative joint initiative to provide electronic access to criminal justice data for participating law enforcement entities. This joint initiative is for the creation and operation of a central index of relevant databases, known as the Oklahoma Law Enforcement Information eXchange (OKLeX). The purpose of this MOU is to establish policies and procedures for the use of OKLeX, including the ownership and control of the information within the system, which may be contributed by participating State Agencies for use by law enforcement agencies within Oklahoma.
2. The goal of this initiative, and the necessity for this MOU, is to combat crime and terrorism in the wake of the September 11th attacks against the United States. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime, terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these goals, it is essential for all federal, tribal, state, and local law enforcement agencies to cooperate in efforts to share pertinent information. OKLeX indexes will be maintained on redundant systems from participating agencies linked within the OSBI.
3. OKLeX will be available for use by participating law enforcement agencies to support authorized law enforcement activities as well as to aid in the prevention and detection of terrorist risks and threats. Utilizing OKLeX capabilities will significantly advance public safety and security and will enhance the protection of this nation and the State of Oklahoma.



B. CONTRIBUTING AGENCIES.

1. The participating state agencies for this MOU are the following public safety agencies in Oklahoma. The OSBI is acting as a coordinator for all groups to construct and oversee the OKLeX project.

OKLeX Contributing State Agencies Intending to Provide Information in OKLeX

- Oklahoma Alcoholic Beverage Law Enforcement Commission (ABLE Commission)
- Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBN)
- Oklahoma Council on Law Enforcement Education and Training (CLEET)
- Oklahoma Department of Corrections (DOC)
- Oklahoma Department of Public Safety (DPS)
- Oklahoma District Attorneys Council (DAC)
- Oklahoma Indigent Defense System (OIDS)
- Oklahoma Office of Homeland Security (OHS)
- Oklahoma Pardon and Parole Board (PPB)
- Oklahoma State Bureau of Investigation (OSBI)
- Oklahoma State Fire Marshal

The agencies agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. The OKLeX Steering Committee (six of the agencies above, see section M1) shall establish criteria for: eligibility of public safety agencies to join OKLeX; security compliance; data accountability; technical capability; training compliance; and the operational history of participating agencies. Agencies desiring to participate in this MOU will complete and submit an application found as Appendix "I"

2. Copies of the executed and approved forms will be kept on file at the OSBI.

C. POINTS OF CONTACT.

Each participating agency shall designate an individual as its point of contact (POC) to represent the agency in regard to the MOU. An agency may change its POC at any time by providing written notification to the OKLeX Steering Committee. POC designees are listed in Appendix "I".



D. AUTHORITY.

OKLeX State Agencies are authorized to enter into this MOU pursuant to the Oklahoma Interlocal Cooperation Act. Section 1004 of Title 74 of the Oklahoma Statutes authorizes joint and/or cooperative action by public bodies to further their duly authorized powers, privileges and authority.

E. MISSION/OBJECTIVES.

This initiative seeks to capture the cumulative knowledge of existing regional law enforcement agencies in a systematic and ongoing manner to maximize the benefits of information-gathering to support the following law enforcement goals: to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to enhance public safety. The specific objectives of OKLeX are to:

1. Integrate specific categories of law enforcement and criminal justice data drawn from participating agencies within one data indexing system, to be accessible in near "real time" by all participating agencies. Preferred updates should be performed within a 24-hour period at a minimum.
2. Dramatically reduce the time spent in search and retrieval of relevant data by providing precise query tools to participating law enforcement agencies.
3. Provide the means for participating law enforcement agencies to use specialized queries designed to support law enforcement and counter-terrorism activities, and to refine administrative decision-making processes for area law enforcement executives. OKLeX will permit this by providing local law enforcement agencies centralized access via one index hyperlinked to state law enforcement databases.

F. CONCEPT.

1. OKLeX will become a central, electronic index of federal, state, county, and local law enforcement indexes, with each agency providing information from its original records pertinent to OKLeX's mission.
2. OKLeX may be enhanced through acquisition and use of commercially available references and public information. Examples are software applications such as commercial directories, census data, and mapping applications.



3. OKLeX index data will be maintained on redundant servers.
4. OKLeX data will be "Law Enforcement Sensitive" information from the record systems of the participating agencies. Access to OKLeX will require a secure connection and shall be used for official law enforcement purposes only.

G. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION.

1. Each agency retains sole ownership, exclusive content control, and sole responsibility for the information it contributes. Information may be updated, corrected or deleted from OKLeX at any time. All system entries will be clearly marked to identify the contributing agency. The OKLeX index will be an optimized repository index and will not store data held by the contributing state agency.
2. Just as each agency retains sole ownership and control of the information it contributes, so does an agency retain sole ownership and control of the copies of information replicated in OKLeX.
3. The contributing agency has the sole responsibility and accountability for ensuring that no information is indexed into OKLeX that was obtained in violation of any federal, state, or local law applicable to the contributor.
4. The contributing agency has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures controlling the agency's entry and sharing of information into OKLeX.
5. The contributing agency has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy upon entry, and continuing accuracy, of all contributed data.
6. It is the responsibility of the contributing agencies to keep the information contributed up to date.
7. OKLeX will be indexed with information derived from each contributing state agency's "own records" and is neither intended to be an official repository of original records, nor to be used as a substitute for a repository; nor is the information in the system to be accorded any independent record system status. This electronic system is a means to provide a single site for timely access of contributing state



agency information via indexes, and is intended only to direct law enforcement to existing files/records systems.

8. Each agency agrees to provide data for indexing all contributed law enforcement and criminal justice system records, reports and information into OKLeX.
9. There is no obligation to provide comprehensive inclusion of all records to OKLeX, and there should be no assumption that a particular agency's records indexed in OKLeX represent a full and/or complete mirror image of that agency's records system for any subject or person.
10. The OKLeX Steering Committee will establish minimum technical standards for data to be contributed by participating agencies and will review compliance semiannually.
11. The OKLeX Steering Committee will periodically review what data is not to be shared and methods to remove obstacles and strengthen the capabilities of the shared system.

H. ACCESS TO AND USE OF INFORMATION

1. Information discovered in OKLeX through "indexing" or any other extraction tool, cannot be incorporated into any database, report, record, warrant, affidavit, subpoena or any other official document, without the express consent of the contributing agency. Any information obtained through OKLeX must be verified as to its accuracy and reliability by direct contact with the contributing agency.
2. Each agency will contribute information to OKLeX and agrees to permit the access, dissemination, and/or use of such information by every other agency under the provisions of this MOU. The contributing state agency has the sole responsibility and accountability for ensuring that it will comply with this MOU in accordance with all laws, regulations, policies, and procedures applicable to the contributing agency.
3. All contributing state agencies will have access through a secure connection to all the information in the OKLeX Index, as provided in this MOU. Each contributing state agency is responsible for providing its own connection.
4. A contributing state agency has the sole responsibility and accountability for ensuring its access and use of OKLeX is in compliance with all laws, regulations, policies, and procedures applicable to the controlling agency.



5. An agency may only access OKLeX when it has a legitimate, official need to know the information for an authorized law enforcement, court system, counter-terrorism, public safety, and/or national security purpose, after receiving appropriate training.
6. The OKLeX index system cannot be used as an original source for general licensing, employment purposes, background investigations of federal, state or local law enforcement employees, or any other non-law enforcement purpose.
7. Notwithstanding the requirement in the previous provision, 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 that the matter:
 - a. 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; or
 - 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.

Any agency disseminating information shall under this exception immediately notify any contributing agency of its action.

8. Entities which are not part of this MOU or the OKLeX Local Law Enforcement Agencies MOU will not have direct access to OKLeX. Requests by such agencies for copies of information contained in OKLeX must be referred to the individual OKLeX agency that owns the information.
9. Any request for reports or data in OKLeX from anyone other than an agency to this MOU will be directed to the contributing agency. Any Open Record request for any OKLeX data should also be directed to the contributing agency pursuant to Section 24A.1 *et seq.*, in particular, Section 24A.8 of Title 51 of the Oklahoma Statutes.
10. OKLeX will maintain an audit capability to log all user actions, including queries executed regarding persons or items of interest. The log shall be maintained as directed by the OKLeX Steering Committee for auditing purposes.



I. SECURITY

1. Each agency will be responsible for designating its employees who are authorized to have access to OKLeX. This system includes the capability to record each use of the system, including the identity of the individual, time of the access and the information queried. Each participating agency agrees that access to the information within the system shall be on a strictly official, need-to-know basis, and that all information is Law Enforcement Sensitive.
2. Each agency agrees to use the same degree of care in protecting information accessed via OKLeX as it exercises with respect to its own "Law Enforcement Sensitive" information, and each agency agrees that it will comply with the OKLeX Security Policy attached and incorporated herein in section P.
3. Each participating agency is responsible for training employees authorized to access OKLeX regarding the use and dissemination of information. Specifically, employees should be given a clear understanding of **"the need to verify the reliability of the information with the contributing agency before using the information for purposes such as arrest, obtaining warrants, affidavits, subpoenas or other court orders."**

J. PROPERTY.

1. Ownership of all indexing property purchased by participating agencies will remain the property of the purchasing agency. The OKLeX Steering Committee will determine ownership of property purchased jointly. All property purchased or committed to the OKLeX project must conform to the policies, technical requirements and operational guidelines of the OKLeX project.
2. Each contributing state agency shall provide and maintain its own computer systems. The contributing agency is responsible for configuring its computers to conform to the access requirements established by the OKLeX Steering Committee.



K. COSTS.

1. Costs not specifically identified as part of the OKLeX project are the responsibility of the individual agency. All obligations and expenditures by the participating agencies will be subject to their respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies applicable thereto. The participating agencies acknowledge there is no promise or guarantee that funds will be available in future years.
2. All agencies' performance under this MOU is subject to the availability of approved funds and resources. Nothing in this agreement shall be construed as binding on any agency to expend any sum in any one fiscal year.
3. The OKLeX Governing Board agrees to meet at least once per fiscal year to discuss and propose continued funding of OKLeX.
4. Because multiple state agencies are involved, the Governing Board will use the state procurement guidelines for purchasing.

L. LIABILITY.

1. OKLeX is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by an agency to perform OKLeX related functions shall not be considered employees of OKLeX for any purpose. The assigning agency thus remains the sole entity responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incidental to assignment of its personnel to OKLeX functions.
2. Unless specifically addressed by the terms of this MOU (or other written agreement), the participating agencies 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. OKLeX STEERING COMMITTEE

1. The participating agencies recognize that the success of this project requires close cooperation. OKLeX will be operated under a shared management concept in which the participating agencies will be involved in formulating operating policies and procedures. The OKLeX Steering Committee will consist of the staff from the original participating agencies and any additional approved participating agency and their designee(s) admitted to the OKLeX Steering Committee by a vote of the OKLeX Governing Board. The OKLeX Steering Committee consist of members from:

- Oklahoma Alcoholic Beverage Law Enforcement Commission (ABLE Commission)
- Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBN)
- Oklahoma Council on Law Enforcement Education and Training (CLEET)
- Oklahoma Department of Corrections (DOC)
- Oklahoma Department of Public Safety (DPS)
- Oklahoma District Attorneys Council (DAC)
- Oklahoma Indigent Defense System (OIDS)
- Oklahoma Office of Homeland Security (OHS)
- Oklahoma Pardon and Parole Board (PPB)
- Oklahoma State Bureau of Investigation (OSBI)
- Oklahoma State Fire Marshal

The OKLeX Steering Committee consists of resource personnel from each of the agencies above. The OKLeX Steering Committee reports to the OKLeX Governing Board. The committee will examine, build, test, research and recommend various solutions for each of the agencies.

2. The OKLeX Steering Committee will report to and be appointed by the OKLeX Governing Board. The OKLeX Steering Committee will perform periodic tasks to operate OKLeX and to advise the OKLeX Governing Board of issues of concern and budgetary issues.
3. The OSBI will serve as facilitator (Project Manager) to act as a liaison between the committee, it members and the OKLeX Governing Board.



N. OKLeX Governing Board

1. The OKLeX Governing Board is comprised of the signatories listed as OKLeX Governing Board Members on page 16 of this MOU or their successors. Each Member of the OKLeX Governing Board shall have an equal vote and voice on all major decisions and report to the OKLeX Governing Board. Unless otherwise provided, Robert's Revised Rules of Order shall govern all procedural matters relating to the business of the OKLeX Governing Board. The OKLeX Governing Board will comply with sections 301 *et seq.* of Title 25 of the Oklahoma Statutes, commonly known as the Open Meeting Act.
2. The OKLeX Governing Board Chairman, or any member of the OKLeX Governing Board, may call sessions as necessary.
3. A majority of the members of the OKLeX Governing Board shall constitute a quorum, and a simple majority of those present shall be required for passage of any policy matters.
4. A tie vote does not pass the matter. In emergency situations, the OKLeX Governing Board Chairman may resolve any issues on a temporary basis until the OKLeX Governing Board can meet to fashion a permanent resolution or recommendation for approval by the OKLeX Governing Board.
5. The Board of Governors may also establish any needed committees such as technical, user, and legal.
6. All disagreements among the participating agencies arising under or relating to this MOU shall be resolved only through consultation at the lowest practicable level by and between the affected participating agencies and their sponsoring agencies (or as otherwise may be provided under any separate governing procedures). The OKLeX Governing Board will decide unresolved matters. The OKLeX Governing Board's decisions will be binding and final.
7. The OKLeX Governing Board may establish additional procedures and rules for the governing of OKLeX and in furtherance thereof may enter into one or more separate formal or informal agreements, provided any such agreement does not conflict with the spirit, intent, or provisions of this MOU, and is sufficient to meet the business purposes of the OKLeX project (including adequately informing current and future participating agencies). Such Governing Board 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 an agency's participation in this MOU).

8. The OKLeX Governing Board will establish a Project Steering Committee to provide guidance to the board. Each participating agency will provide at least one member. Other members may be added at the recommendation of the OKLeX Project Steering Committee and the approval of the OKLeX Governing Board.
9. The OKLeX State Agencies agree to comply with all future policies and procedures developed by this OKLeX Steering Committee and approved or ratified by the OKLeX Governing Board. This MOU is the full and complete agreement of the participating agencies and shall be controlling.

O. NO RIGHTS IN NON-PARTICIPATING AGENCIES.

This MOU is an agreement among the participating agencies 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 by law or otherwise, against a participating agency, or against any federal, state, county, locality, or other sponsor under whose auspices an agency is participating in OKLeX, or against the officers, directors, employees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

P. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION.

1. As agreed upon by the original participating agencies, this MOU shall become effective on the execution of the MOU by duly authorized representatives of each agency. For participating agencies who subsequently join, this MOU shall become effective when, after being completed and signed by the joining agency's duly authorized representative, it is approved unanimously by the OKLeX Governing Board.
2. This MOU be in effect until the end of the fiscal year in which it is signed by the participant, but shall be automatically renewed for a subsequent terms of one year from that date without any action by the participants for so long as it continues to advance the participants' mission purposes, contingent upon approval and availability of necessary funding and absent termination or withdrawal by a participating agency pursuant to this agreement.



3. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all participating agencies. However, the participating agencies 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 participating agencies; and is sufficient to meet the business purposes of the OKLeX Governing Board (including adequately informing current and future participating agencies).
4. This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all participating agencies. An agency's duly authorized representative may also terminate the agency's participation in the MOU upon written notice to the OKLeX Steering Committee with 30 days notice. An agency's participation may also be terminated involuntarily as may be provided in any and/or all of the provisions and or Appendixes of this MOU and at the direction of the OKLeX Steering Committee.
5. Upon termination of this MOU, all property being used under its purview will be returned to the respective supplying agencies. Similarly, if an individual agency's participation in this MOU is terminated, the agency will return any property to supplying participating agencies, and the remaining participating agencies will return any property supplied to them by the withdrawing agency.
6. All indexed information contributed to OKLeX by a terminating agency will be removed from OKLeX.
7. As to information in OKLeX during an agency'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 to a terminating agency's information, and to the other participating agencies' disclosure and use of a terminating agency's information.

IN WITNESS WHEREOF, the participating agencies have executed this MOU by the signatures of the duly authorized representative of each participating agency on a separate page.



Definitions

CONTRIBUTING AGENCY – State Agencies contributing information for indexing in OKLeX

INDEX - An index of files contains an entry for each file name and the location of the file. An index of records has an entry for each key field (account no., name, etc.) and the location of the record.

LOCAL LAW ENFORCEMENT – Local Law Enforcement consists of County Sheriffs Offices and City Police Departments

OKLEX – Oklahoma Law Enforcement Law Information Exchange – An index of state agency information permitting law enforcement officials to find information using hyperlinks to agencies across Oklahoma.

OKLeX GOVERNING BOARD – The OKLeX Governing Board consist of Five Agency members appointed by the Oklahoma Office of Homeland Security

OKLeX STEERING COMMITTEE – The OKLeX Steering Committee is a subset of the contributing state agencies.

MOU – Memorandum of Understanding. This represents the terms and conditions of an agreement between agencies.