

# Memorandum of Understanding

*Concerning the establishment of the*

**Fusion Center**

*Between the undersigned agencies*

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**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, made and entered into between the undersigned agencies sets forth guidelines regarding the establishment of the \_\_\_\_\_ Fusion Center, and shall become effective \_\_\_\_\_.

## **1. PURPOSE**

- 1.1. Provide a framework and working mechanism for the organization of the Fusion Center to address issues that are common to participating agencies, and to assure the success of the Project through the achievement of coordination and cooperation;
- 1.2. Define the working relationships of the parties to the MOU;
- 1.3. Outline the intent of the parties regarding the implementation, operation, and administration of the fusion center
- 1.4. Identify objectives for seeking funding for the Project.
- 1.5. The participating agencies shall be those that sign the original MOU and any others that join the MOU upon approval of the Oversight Board.
- 1.6. Any party may withdraw from this MOU thirty days after delivery to the other parties of written notice of withdrawal, or as may be stipulated in any written agreement executed under these terms and conditions

## **2. OBJECTIVE**

- 2.1. Since the tragedies of September 11, 2001, local, state, and federal law enforcement officials across the country have been working hard to restore public order and confidence, and to identify those responsible for the vicious terrorist attacks on the United States of America. These officials have also been working to find ways to prevent or mitigate future terrorist acts, which work has led to the development of a number of strategies and programs

designed to strengthen domestic security. Many of these strategies focus on improving communication and coordination among federal, state, and local agencies, and developing ways to combine relevant information from disparate databases, in order to maximize the usefulness of available information.

- 2.2. Despite significant progress in information sharing among law enforcement, much remains to be accomplished. For state and local law enforcement agencies to be true partners in homeland defense, improvement must be made in communication and information sharing among federal, state, and local law enforcement agencies. The establishment of a Fusion Center to combine the intelligence efforts of all participating agencies will greatly enhance the ability of law enforcement to predict, prevent and respond to unlawful activity and terrorist threats to our community.

### **3. ORGANIZATION AND MANAGEMENT:**

- 3.1. The fusion center will be governed by an Oversight Board whose membership will include one command level member from each participating agency. Each member will have an equal vote on all matters before the board.
  - 3.1.1. The Oversight Board will adopt a set of Bylaws to govern the conduct of the board.
  - 3.1.2. The Oversight Board will appoint a director for the center who shall have day to day command authority over members assigned to the center.
  - 3.1.3. The Oversight Board will provide quarterly reports on the activities of the center to the agency head of each participating agency.
  - 3.1.4. The Oversight Board shall appoint an independent auditor to review the expenditures of the center and report the results to the board.
  - 3.1.5. The Oversight Board may accept additional participating agencies to this MOU upon majority vote.
- 3.2. The Oversight Board may appoint committees, working groups and other entities to assist in the management and development of the center

### **4. Distribution of Work.**

- 4.1. Each participating agency agrees to provide at least one member to be physically assigned to the center to assist in the work of the center.
  - 4.1.1. Additional members may be assigned as determined by the Oversight Board based on work load and the needs of the Center.

- 4.1.2. The Oversight Board shall have final approval authority over the qualifications of individual to work at the center.
- 4.2. Participating agencies agree to conduct investigative follow-up to leads developed by the center and forwarded to the agency.

## **5. Financial**

- 5.1. Participating law enforcement agency employees will carry out designated functions at their own agency expense, including salaries and benefits, local transportation, and official issue material.
- 5.2. Should independent funding be obtained for the operation of the center, expenses of the members assigned to the center may be paid for by the center contingent upon guidelines to be promulgated by the Oversight Board.
- 5.3. All financial transactions of the center shall be audited annually by the independent auditor appointed by the Oversight Board.

## **6. Security**

- 6.1. The director of the center shall be responsible for establishing appropriate security measures to ensure the integrity of the operations of the center
  - 6.1.1. The director shall report on security measure at each meeting of the Oversight Board
  - 6.1.2. Any Breach of security shall immediately be reported to the all members of the Oversight Board.
- 6.2. Each participating agency shall be responsible for ensuring that appropriate background checks have been made on each member assigned to the center and each member who is authorized to receive information from the center.
- 6.3. The center shall utilize the “Third Agency Rule” and not disclose agency’s information without the approval of that agency.

## **7. Privacy**

- 7.1. In addition to other policies promulgated, the Oversight Board shall establish a Privacy Policy to ensure that the rights of innocent citizens are not abridged by the operations of the center.
- 7.2. The center shall adhere to the rules of intelligence sharing as are articulated in Section 28 of the Code of Federal Regulations, Part 23.

## **8. Dispute Resolution**

- 8.1. Any disputes that may arise between the participating agencies concerning the operations of the center shall be referred to the Oversight Board for resolution.
- 8.2. This Memorandum of Understanding is not a legally binding agreement and may not be referred to an arbitrator or be the subject of any legal proceeding.

**9. Amendments**

- 9.1. Amendments to this MOU shall be proposed upon a majority vote of the Oversight Board and approval by all signatures to this MOU.
- 9.2. Acceptance of additional participating agencies shall be considered an amendment to this MOU and shall not cause the need for a new MOU.

**10. Duration and Termination**

- 10.1. This MOU shall remain in existence until each participating agency agrees to withdraw from the agreement.
- 10.2. Any agency may withdraw from this agreement upon a thirty day notice in writing to the other participating agencies.

**IN FURTHERANCE OF** their respective goals, objectives, and missions, the parties jointly agree to abide by the provisions of this MOU.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be duly executed.

Agency: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Agency: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Agency: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_