

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HOUSTON POLICE DEPARTMENT
AND
LEAGUE CITY POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is being executed by the League City Police Department (LCPD), in conjunction with the Houston Police Department (HPD). The Parties agree to abide by the terms and provisions of this MOU throughout the duration of this MOU.

PURPOSE

LCPD and HPD will endeavor to follow this MOU in providing police services to the citizens of Houston, Harris County, Galveston County and/or the State of Texas. This MOU is not intended to be legally binding on any of the parties who sign the same. This MOU does not provide a right, claim, or benefit for third parties.

MISSION

The mission of this MOU is to provide better utilization of resources by LCPD and HPD. Further, it will continue to facilitate cooperation between both departments, continue to provide for improved uses of public resources, and allow better collection of crime analysis data that will streamline the identification of crime trends, ultimately resulting in the reduction of crime within the Greater Houston Metropolitan Area, Harris County and Galveston County, Texas.

SERVICES PROVIDED AND RESPONSIBILITIES OF HPD

1. HPD agrees to continue to provide LCPD with access to the HPD - Records Management System (RMS) for the purpose of viewing and/or accessing locally derived information. HPD will provide RMS access at no charge via to one terminal at LCPD facility. Additional RMS computer terminal access will be made available on LCPD computers at the request and expense of LCPD, unless agreed otherwise.
2. HPD agrees that all connections and configurations to the computers will be made in a manner that is compliant with the Criminal Justice Information System (CJIS) Security Policy, and that any subsequent reconnections, reconfigurations, and relocations performed by LCPD will be made in a manner which remains compliant with the CJIS Security Policy.
3. All training, including training for the HPD's RMS, will be provided at the HPD Academy, or at any other location agreeable to both HPD and LCPD. All training will be determined on an as-needed basis by the HPD Captain over the Training Division and will be at the expense, if any, of LCPD.

4. HPD agrees to provide follow-up investigation information to the designated LCPD liaison(s) on an on-going and/or as-needed basis.
5. HPD agrees to provide LCPD with the Standard Operating Procedures as they relate to investigative contact and reporting procedures. The vision of this MOU element is that personnel of LCPD follow HPD protocols for the use of HPD's RMS System and investigatory divisions.
6. HPD will report all Uniform Crime Report (UCR) statistics for HPD originated cases to the Texas Department of Public Safety (DPS).
7. HPD will provide training for LCPD Training Officers in the following areas: RMS - Reporting System. Any additional requests for training shall be directed to the HPD Academy and must be approved by the designated authority of the Training Division. All required training will be at the expense, if any, of LCPD.
8. HPD will review and respond to all "Requests of Information" to the Crime Analysis and Command Center Division.

SERVICES PROVIDED AND RESPONSIBILITIES OF LCPD

1. LCPD supervisors agree to monitor and review that all LCPD personnel are adhering to HPD procedures as reflected within LCPD's Policy and Procedures when accessing HPD facilities and systems.
2. LCPD agrees to monitor and review that all LCPD assigned personnel utilizing HPD's RMS are adhering to HPD procedures concerning such use, and if not adhering, to take corrective action.
3. LCPD agrees to monitor and review that its employees who are given access to HPD's RMS services under this MOU will attend all requisite training required by HPD and/or DPS, both initially and as needed in the future, at the expense, if any, of LCPD. LCPD will provide HPD with the appropriate DPS identification numbers for all personnel accessing the RMS system.
4. LCPD agrees to monitor and review that its employees who are given access to the HPD'S RMS system under this MOU are complying with Federal Bureau of Investigations (FBI) and DPS regulations and security requirements related to CJIS.
5. LCPD agrees to conduct annual integrity checks of their CJIS authorized personnel to ensure compliance as delineated within the Texas CJIS Systems Access Policy and TCIC/TLETS Access Policy. If an employee becomes disqualified to access criminal justice information, LCPD will contact the HPD CJIS Compliance Unit at 713-308-9108 to immediately have the employee's HPD account(s) disabled.

6. LCPD will provide and maintain equipment compatible with the HPD's RMS System it accesses at its offices.
7. LCPD personnel/liaison will provide on-going technical support for all hardware related to the use of HPD's RMS and other HPD systems, where applicable, on computers located at LCPD.
8. LCPD agrees to notify the HPD Technology Service Desk at (713)247-8500 of HPD - RMS system problems.
9. LCPD agrees to refer all persons making Texas Public Information Act (PIA) requests for information maintained on HPD's RMS system to the HPD Public Affairs – Open Records Unit at 713-308-3200.
10. LCPD agrees to share their reports, statistics, and arrest and suspect data with HPD upon request concerning information developed as a result of access to HPD systems, subject to the limitations required by law, including the Privacy Act, the Freedom of Information Act, or Department of Homeland Security policies.
11. LCPD agrees to abide by all provisions of the CJIS Security Policy as established by the FBI and DPS, and further agrees that any audits and reviews performed or actions taken against LCPD by the FBI or DPS shall be conducted separately from HPD's systems and data.
12. Subject to reasonable verification and any other systems security requirements that LCPD routinely complies with, LCPD agrees to allow any HPD officer access to and use of any of those computers, if requested.
13. LCPD agrees that information given to HPD may be shared with the Fusion Center.
14. LCPD agrees to monitor and review that their officers and employees are adhering to the policies and procedures established by HPD regarding access to HPD's systems as stated in this agreement.
15. LCPD agrees and understands that HPD will not incur any liability by virtue of providing access to the computer systems and related databases. All LCPD officers and non-classified personnel having access will adhere to HPD's procedures when using the HPD computer systems and related databases.

DURATION

The term of this MOU shall begin on the date the document is mutually signed and receives and all required approval from governing bodies. The MOU will remain in effect until and unless cancelled by the HPD Chief of Police or his designee, or the LCPD Chief of Police or his designee. Either party may cancel this MOU by simply notifying the other party in writing of its intent to cancel the MOU.

DISAGREEMENTS

Nothing in this MOU shall take precedence or negate in any way the policy, directives, and procedures of the respective signatory agencies. Any disagreement between the signatory parties regarding this MOU will be brought to the attention of the HPD Chief of Police or his designee and the LCPD Chief of Police or his designee for resolution. Nothing in this MOU is meant to reduce the current high level of cooperation that exists between LCPD and HPD. Rather, it is the ongoing commitment to enhance that level of cooperation and to better serve those citizens for whom we jointly work to protect.


SIGNATURES

Houston Police Department



Art Acevedo
Chief of Police

League City Police Department



Gary D. Ratliff
Chief of Police