**AGREEMENT NUMBER THREE/**
**HUDSON VALLEY CRIME ANALYSIS CENTER**
**MEMORANDUM OF UNDERSTANDING**

This Agreement, entitled "Agreement Number Three/ Hudson Valley Crime Analysis Center (HVCAC) Memorandum of Understanding (MOU)" or "Agreement Number Three/HVCAC MOU" is being executed by the **New York State Division of Criminal Justice Services (DCJS), an Executive agency of the State of New York** with offices at the Alfred E. Smith Office Building, 80 South Swan Street, Albany, New York 12210, on behalf of all signatory law enforcement agencies to the original Hudson Valley Crime Analysis Center MOU, with the **City of Beacon Police Department**, located at Beacon City Hall, 1 Municipal Plaza, Beacon, New York 12508. The foregoing, are together and collectively all of the parties to this Agreement and are hereinafter referred to as the "Parties".

**WHEREAS**, DCJS has sponsored Crime Analysis Center program participants throughout the state of New York, which include police agencies in Albany, Broome, Erie, Monroe, Onondaga, Rensselaer, Schenectady, Clinton, Essex, Franklin, Jefferson, and St. Lawrence counties, and certain law enforcement agencies in other local jurisdictions; and

**WHEREAS**, the HVCAC has proven to be an invaluable resource by providing and disseminating important crime analysis information to every participating law enforcement entity; and

**WHEREAS**, the HVCAC has contributed to research, analysis and development of a comprehensive picture of crime incidents through performing in-depth crime analysis, pattern identification, incident mapping and emerging crime trend recognition; and

**WHEREAS,** on December 12, 2017, all Parties entered into the Hudson Valley Crime Analysis Center Memorandum of Understanding (HVCAC MOU) for the development and operation of the Regional Crime Analysis Center in the Hudson Valley Region of New York State; and

**WHEREAS**, in accordance with Section A (6) of the HVCAC MOU, the HVCAC Board of Directors has voted to authorize the Commissioner of DCJS to enter into agreements with other law enforcement agencies interested in participating in the HVCAC; and

**WHEREAS**, the City of Beacon Police Department has expressed interest in participating in the HVCAC and becoming a party to the HVCAC MOU.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree to as follows:

1. The original HVCAC MOU attached hereto as Appendix A of this Agreement Number Three/HVCAC MOU and incorporated herein. DCJS and the City of Beacon Police Department agree to all the terms and conditions contained in the original HVCAC MOU incorporated here as Appendix A, with respect to provisions governing Board of Director, Location and Funding, Staffing, Information Sharing, Analyses and Reports, and Expiration of the HVCAC MOU.

2. This Agreement Number Three/HVCAC MOU shall take effect upon full execution by both Parties.

3. By signing this Agreement Number Three/HVCAC MOU, you affirm that you have authority to act on behalf of the signatory agency.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement Number Three/HVCAC MOU to be executed as of the date(s) indicated below:

**NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES**

Signature: _____
By: Michael R. Wood
Title: Deputy Commissioner, Office of Public Safety

Date: _____

**CITY OF BEACON POLICE DEPARTMENT**

Signature: _____
By: Anthony Ruggiero
Title: City Administrator

Date: _____

Enc.
Copy of executed HVCAC MOU (Appendix A)

MEMORANDUM OF UNDERSTANDING
between the
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
AND
ORANGE COUNTY DISTRICT ATTORNEY'S OFFICE, ORANGE COUNTY SHERIFF'S OFFICE, DUTCHESS COUNTY SHERIFF'S OFFICE, DUTCHESS COUNTY DISTRICT ATTORNEY'S OFFICE, ULSTER COUNTY SHERIFF'S OFFICE, ULSTER COUNTY DISTRICT ATTORNEY'S OFFICE, THE CITY OF KINGSTON POLICE DEPARTMENT, THE CITY OF NEWBURGH POLICE DEPARTMENT, AND THE CITY OF POUGHKEEPSIE POLICE DEPARTMENT.

This is a Memorandum of Understanding (hereinafter "MOU") by and between the **New York State Division of Criminal Justice Services** (hereinafter "DCJS") with offices at Alfred E. Smith Office Building 80 S. Swan Street, Albany, New York, and the Orange County District Attorney's Office, Orange County Sheriff's Office, Dutchess County District Attorney's Office, Dutchess County Sheriff's Office, Ulster County District Attorney's Office, Ulster County Sheriff's Office, the City of Kingston Police Department, the City of Newburgh Police Department, and the City of Poughkeepsie Police Department (collectively hereinafter "MOU law enforcement agencies" or "signatory agencies") for the development and operation of a Regional Crime Analysis Center in the Hudson Valley Region of New York State, to be known as the "Hudson Valley Crime Analysis Center" (hereinafter "HVCAC"). MOU law enforcement agencies and DCJS are collectively referred to as "Parties."

**WHEREAS**, DCJS is seeking to partner with law enforcement agencies in the Hudson Valley region of the State to produce a comprehensive picture of crime incidents through in-depth crime analysis, pattern identification, incident mapping, emerging crime trend recognition, and other related activities; and

**WHEREAS**, the Parties have met to discuss the implementation of the HVCAC; and

**WHEREAS**, the aforementioned MOU law enforcement agencies maintain law enforcement records management systems; and

**WHEREAS**, the mission of the HVCAC will be to analyze crime data provided to it by the Parties and make reports for the purpose of conducting crime analyses including tactical, strategic, and administrative analyses, distribution of

which reports will be determined by the HVCAC Board of Directors (hereinafter "Board"); and

**WHEREAS**, the Parties agree that information sharing is a priority of the HVCAC and appropriate datasets as identified by the Board should be shared with all law enforcement agencies who are authorized to the extent permitted by applicable law and/or regulation and this data should also be shared with the New York State Crime Analysis Data Sharing Network to allow for broad analysis of relevant information against data received from other law enforcement agencies statewide, and that sharing of data back to the HVCAC should be provided to assist in crime reduction.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties do agree as follows:

**A. Board of Directors**

1. The HVCAC Board shall consist of the Commissioner of DCJS, the District Attorneys of each of the counties being served by the HVCAC; the Sheriff of each of the counties being served by HVCAC; and the Chiefs of the Kingston, Newburgh, and Poughkeepsie City Police Departments. To be a member of the Board these entities must be a signatory to this agreement. Additional regional law enforcement agency executives may be added to sit on the Board, by a majority vote of the current sitting Board upon their respective law enforcement agency being signatory to the HVCAC MOU. Board members may identify a designee to act for them, and vote on their behalf.

2. The Board shall meet at least once per quarter, and at any other time, if at least three of the members shall request.

3. Any Member of the Board may bring a matter before the Board for deliberation and determination. Decisions of the Board shall be approved by a majority vote of Board members present.

4. The Board shall identify the functions to be performed by the HVCAC.

5. The Board shall determine whether other law enforcement agencies who are not a party to this agreement shall be authorized to participate in the activities of the HVCAC.

6. The Board may vote to authorize the Commissioner of DCJS to enter into agreement(s) with other law enforcement agencies interested in participating in the HVCAC.

**B. Location and Funding:**

1. The HVCAC shall be located at the Orange County Emergency Services Center, 22 Wells Farm Road, Goshen, New York 10924, or at any other future location to be determined by the Board. The Orange County District Attorney's Office will act as the "original host agency" with respect to HVCAC. DCJS shall not pay any part of the maintenance or upkeep of the HVCAC.

2. In the event that the HVCAC is relocated in the future, whichever governmental entity ("host agency") possesses the new site, shall provide the necessary space for the HVCAC including rent, utilities, maintenance, and cleaning services.

3. Subject to monies being available for such purposes, DCJS will provide for the necessary office furnishings and technology, including data systems, software and hardware, related professional services, and revisions and updates to existing systems for the effective operation of the HVCAC, and/or such other reasonable expenses related to HVCAC operations, as determined appropriate by DCJS. All furnishings and technology provided by DCJS shall remain the property of DCJS.

4. DCJS shall reimburse Orange County for expenses incurred by Orange County in connection with construction of the HVCAC located at 22 Wells Farm Rd, Goshen, NY to support the initial

construction of the HVCAC within the aforementioned facility. The amount of reimbursement by DCJS to Orange County **shall not exceed fifty thousand dollars ($50,000)**. All work provided under this Agreement shall be approved by DCJS prior to commencement of the work. Orange County agrees to provide DCJS with copies of contracts and invoices for disbursements in connection with this Agreement to show that funds were spent as intended and approved. Orange County shall submit a single invoice to DCJS for reimbursement under this Agreement as a one-time submission to DCJS within nine (9) months of the date which this Agreement has been executed by all Parties, and within thirty (30) days of the completion of the work, unless otherwise granted an extension by DCJS.

5. All data remains the property of the originating agency as does the responsibility associated with the use and dissemination, and sealing and purging of such data. The determination to disseminate and any subsequent dissemination of information to the press shall be made by the participating agencies and not by the HVCAC.

6. The Parties agree that no party shall be liable to any other party for any incidental, consequential, nominal, compensatory, punitive, or any damages of any kind arising out of or in the course of performance in connection with this agreement. Contracting and labor to repair the Orange County Emergency Services Center, or any other location, will be procured, contracted, scheduled and managed by the respective host agency and DCJS shall not be responsible for any claims by employees or contractors of the originating host county (Orange County), or any other host agency county.

**C. Staffing**

1. The Parties agree, subject to potential future funding limitations, to provide appropriate staffing necessary to effectively operate the HVCAC. Staffing will minimally include personnel as follows:

    - 1 Director (DCJS Contractor staff)

- 1 Lead Analyst (various sources)
- 1 Crime Analyst (various sources)

2. All personnel provided by the Parties remain employees or contractors as applicable of the agency that is providing them, and their salary and any related benefits will continue to be paid by the providing agency.

3. The Parties agree that any full-time personnel assigned to HVCAC will have their work location established at the HVCAC physical location, and that they are to report to the HVCAC on a full-time basis.

4. DCJS, the Board and MOU law enforcement agencies agree that the purpose of the HVCAC is to prepare and produce crime analysis on a daily basis. In no event shall non-sworn personnel assigned to the HVCAC participate in tactical or operational decision-making in connection with any law enforcement agency activity.

5. In the event that sworn law enforcement personnel assigned to the HVCAC are redeployed from their HVCAC assignment, the Parties agree that in no event shall non-sworn personnel assigned to the HVCAC, DCJS or any employee of DCJS, be liable in connection with any tactical or operational decision-making activities of sworn personnel when they are redeployed.

6. DCJS, at its discretion, shall assign a Program Manager to the HVCAC. Any such individual will not be assigned exclusively to the HVCAC, but will be responsible for monitoring all the regional Crime Analysis Centers in New York State. The Program Manager shall report directly to the DCJS Deputy Commissioner of the Office of Public Safety and shall not be under the direction of the Board.

7. The Parties to this MOU have the sole authority to discipline personnel it assigns to the HVCAC and to require personnel it assigns to adhere to its policy and procedures if those are in conflict with the HVCAC policies and procedures.

8. Management and execution of activities necessary to performance by the Parties under this MOU shall be the responsibility of the HVCAC Director.

**D. Information Sharing, Analyses and Reports:**

1. The Parties agree to access, share, and exchange incident and arrest information and any future data that is mutually agreed upon from time to time that has been developed individually or collectively with other regional Law Enforcement Agencies including tactical, strategic and administrative analyses, and to compile and make available such reports to the extent that their operations permit, and as their management shall determine.

2. The Parties agree to provide for sharing of information, but in no way shall information sharing be construed or interpreted to reflect that any of the Parties is involved or responsible for implementing any operational activities resulting from produced analyses.

3. The Parties agree that any information shared with the HVCAC may be shared among regional law enforcement agencies unless specific restrictions are identified in writing at the time the information is provided to the HVCAC.

4. The Parties agree that the sharing and exchange of information contemplated under the terms of this Agreement shall be voluntary and without charge, fee or other consideration.

5. Participation of the Parties in this Agreement shall be contingent upon the availability of lawful appropriations therefore. In the event that such appropriation is not continued, the obligations of a Party so affected will terminate upon 30 calendar days written notice to all other Parties.

6. The Parties agree to maintain such security procedures as are mutually established.

**E. Expiration of MOU**

1. All provisions of this MOU with respect to liability shall survive the termination or expiration of this MOU.

2. The term of this Agreement shall take effect upon full execution of this MOU. The term shall continue in effect until modified or terminated by all Parties.

3. Any Party to this Agreement may withdraw from this Agreement by providing thirty (30) calendar days written notice to all other Parties to the Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Memorandum of Understanding to be executed at of the dates indicated below by each signing party.

**NYS DIVISION OF CRIMINAL JUSTICE SERVICES**

By: _____

Title: Deputy Commissioner

Date: 10/24/17

**ORANGE COUNTY DISTRICT ATTORNEY'S OFFICE**

By: _____

Title: District Attorney

Date: June 16, 2017

**ORANGE COUNTY SHERIFF'S OFFICE**

By: _____

Title: Sheriff

Date: 6/16/17

**DUTCHESS COUNTY DISTRICT ATTORNEY'S OFFICE**

By: _____

**DUTCHESS COUNTY SHERIFF'S OFFICE**

By: _____

Title: DISTRICT ATTORNEY

Date: 6/16/17

Title: _____

Date: _____

**ULSTER COUNTY DISTRICT ATTORNEY'S OFFICE**

By: _____

Title: _____

Date: _____

**ULSTER COUNTY SHERIFF'S OFFICE**

By: _____

Title: _____

Date: _____

**CITY OF KINGSTON POLICE DEPARTMENT**

By: _____

Title: Chief of Police

Date: 6/16/17

**CITY OF NEWBURGH POLICE DEPARTMENT**

By: _____

Title: _____

Date: _____

**CITY OF POUGHKEEPSIE POLICE DEPARTMENT**

By: _____

Title: Chief of Police

Date: 16 June 17

Title: DISTRICT ATTORNEY

Date: 6/16/17

Title: _____

Date: _____

**ULSTER COUNTY DISTRICT ATTORNEY'S OFFICE**

By: _____

Title: _____

Date: _____

**ULSTER COUNTY SHERIFF'S OFFICE**

By: _____

Title: _____

Date: _____

**CITY OF KINGSTON POLICE DEPARTMENT**

By: Gilroy

Title: Chief of Police

Date: 6/16/17

**CITY OF NEWBURGH POLICE DEPARTMENT**

By: _____

Title: City Mgr.

OCT 12 2017

Date: _____

**CITY OF POUGHKEEPSIE POLICE DEPARTMENT**

By: J. M. Vogt

Title: Chief of Police

Date: 16 June 17

Title: _____

Date: _____

Title: _____

Date: _____

**ULSTER COUNTY DISTRICT ATTORNEY'S OFFICE**

By: _____

HOLLEY CARNRIGHT
DISTRICT ATTORNEY

Title: _____

Date: 10/17/17

**ULSTER COUNTY SHERIFF'S OFFICE**

By: _____

PAUL J. VANBLARCUM

Title: SHERIFF

Date: 10/16/17

**CITY OF KINGSTON POLICE DEPARTMENT**

By: _____

Title: _____

Date: _____

**CITY OF NEWBURGH POLICE DEPARTMENT**

By: _____

Title: _____

Date: _____

**CITY OF POUGHKEEPSIE POLICE DEPARTMENT**

By: _____

Title: _____

Date: _____

**ULSTER COUNTY LEGISLATIVE CHAIRMAN**

By: _____

KENNETH J. RONK, JR.
CHAIRMAN

Title: _____

Date: 10-24-17

2. The term of this Agreement shall take effect upon full execution of this MOU. The term shall continue in effect until modified or terminated by all Parties.

3. Any Party to this Agreement may withdraw from this Agreement by providing thirty (30) calendar days written notice to all other Parties to the Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Memorandum of Understanding to be executed at of the dates indicated below by each signing party.

**NYS DIVISION OF CRIMINAL JUSTICE SERVICES**

By: _____

Title: _____

Date: _____

**ORANGE COUNTY DISTRICT ATTORNEY'S OFFICE**

By: _____

Title: _____

Date: _____

**ORANGE COUNTY SHERIFF'S OFFICE**

By: _____

Title: _____

Date: _____

**DUTCHESS COUNTY DISTRICT ATTORNEY'S OFFICE**

By: _____

**DUTCHESS COUNTY SHERIFF'S OFFICE**

By: 

Title: _____

Date: _____

Title: Sheriff

Date: 12/12/17

**ULSTER COUNTY DISTRICT ATTORNEY'S OFFICE**
By: _____

Title: _____

Date: _____

**ULSTER COUNTY SHERIFF'S OFFICE**
By: _____

Title: _____

Date: _____

**CITY OF KINGSTON POLICE DEPARTMENT**
By: _____

Title: _____

Date: _____

**CITY OF NEWBURGH POLICE DEPARTMENT**
By: _____

Title: _____

Date: _____

**CITY OF POUGHKEEPSIE POLICE DEPARTMENT**
By: _____

Title: _____

Date: _____