

Washington/Baltimore High Intensity Drug Trafficking Area (W/B HIDTA)

Case Explorer.Net (CE)

Participation Agreement

This agreement is made and entered into between the Washington/Baltimore (W/B) HIDTA, which is responsible for coordinating the Case Explorer.Net (CE) system and the Eikton Police Department, hereinafter referred to as the Participating Agency.

The W/B HIDTA hereby agrees to:

1. Establish and maintain a computerized case management information , criminal intelligence information, unconfirmed information, and event information system (CE) for the sole purpose of assisting local, state, and federal law enforcement agency personnel with managing tips, ongoing criminal investigations and criminal intelligence information (CI).
2. Provide the Participating Agency with access to CE.
3. Supply the Participating Agency with operating policies and procedures as adopted by the CE Control Group and the W/B HIDTA.
4. Establish criteria for:
 - Eligibility of Participating Agencies
 - Information Submission
 - Information Inquiry/Access/Dissemination
 - Information Retention/Deletion/Validation or Purge
 - Security of Information
 - Inspection and Audit
 - Screening/rejecting for employment, transferring, or removing W/B HIDTA personnel having direct access to CE who violate the CE Operating Policies and Procedures
5. Provide training in the use of CE.

The Participating Agency agrees to:

1. Comply with the U.S. Department of Justice Criminal Intelligence Systems Operating Policies, 28 CFR Part 23 (September 16, 1993), where applicable, and with the Operating Policies and Procedures promulgated by the W/B HIDTA, in utilizing CE.

2. Require all Participating Agency users to successfully complete 28 CFR Part 23 training offered online at <https://www.ncirc.gov/>. All users must obtain a certificate of successful completion and provide a copy to the HIDTA before access is granted to CE.
3. Assume responsibility for: (a) maintaining in its agency files information which documents each submission of CI to the system and supports compliance with project entry criteria, including the establishment of reasonable suspicion, and establishes that no information is included in submission that was obtained in violation of any federal, state, or local law; and (b) ensuring that such files are available for reasonable audit and inspection by the W/B HIDTA.
4. Assume responsibility for entering, maintaining, validating or purging, and querying CE through approved Participating Agency users in compliance with the CE Operating Policies and Procedures.
5. Assume responsibility for ensuring that all data submitted for storage in CE as CI data is appropriately labeled for confidence (source reliability and content validity).
6. Assume responsibility for ensuring the accuracy of all information submitted for storage in CE.
7. Assume responsibility for conducting an annual audit and inspection of agency records that support submissions to CI as required by the CE Operating Policies and Procedures, including ensuring that any data determined to be inaccurate, outdated, or otherwise no longer deemed relevant to the objectives of CE is immediately purged from CE.
8. Assume responsibility for restricting the dissemination of information obtained from CE within the agency to authorized personnel with a need to know the information and for use or any misuse of said information.
9. Assume responsibility for the actions of its employees as provided by law in the exercise of its rights pursuant to this Participation Agreement. Each Party to the Participation Agreement shall be responsible for liability arising from its own conduct and retain immunity and all defenses available to it pursuant to applicable laws.
10. Assume responsibility for assigning a user to serve as the local CE administrator for each role assigned to the participating agency.

11. Notify their local CE administrator immediately when a user's right to access CE is no longer justified, such as, but not limited to, when there is a change in job function, termination of employment or loss of police/investigative authority.
12. Assume responsibility for reassigning a user's CE entries when that user is removed from CE.
13. Conduct an annual audit of the agency's user accounts for each role your agency has in CE to verify user access to CE.
14. Immediately notify the W/B HIDTA Executive Director by phone (301) 489-1776 and email tcarr@wb.hidta.org of any information pertaining to alleged violations of CE Operating Policies and Procedures by Participating Agency.

FURTHERMORE, the parties hereto acknowledge and agree that all information submitted to CE is the property of the submitting Participating Agency.

The Participation Agreement will become effective on 3/12/18 and will remain effective until termination of any of the parties hereto after a minimum of 30 days written notice.

IN WITNESS WHEREOF, the parties hereto caused this Participation Agreement to be executed by the proper officers and officials:

ELKton Police Department

Agency Name

Matthew Donnelly

3/12/18

Chief Executive

Signature

Date

(Print)

Matthew T. Donnelly

[Signature]

3-13-18

Thomas H. Carr
Executive Director
W/B HIDTA

Date