

**MEMORANDUM OF UNDERSTANDING / INTERLOCAL AGREEMENT  
("MOU/ILA")  
AMONG PARTICIPATING LOCAL GOVERNMENTS  
FOR CRIMINAL JUSTICE INFORMATION SHARING VIA  
DALLAS COUNTY TECHSHARE PROSECUTOR ("TSP")**

**I.  
PARTIES**

This MOU/ILA is entered by and among the undersigned participating local governments of the State of Texas ("Participating Local Government"), acting by and through their respective governing bodies and Dallas County, Texas ("Dallas County") on behalf of the Dallas County District Attorney's Office ("District Attorney"), pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code to share Criminal Justice Information ("CJI") through the Dallas County Techshare Prosecutor ("TSP"). The undersigned Participating Local Governments adopting this MOU/ILA upon a formal order of their respective governing bodies as provided for herein may be referred to in this MOU/ILA individually as "Party" and collectively as "Parties."

**II.  
RECITALS**

**WHEREAS**, the Participating Local Government operates a local law enforcement agency ("LEA") within Dallas County, Texas which files criminal cases with the District Attorney for criminal prosecution;

**WHEREAS**, the local LEAs generate and compile Criminal Justice Information ("CJI") in their normal course of business on individuals suspected of committing a crime, and the LEAs desire to provide the compiled CJI to District Attorney for successful prosecution of criminal cases submitted to the District Attorney;

**WHEREAS**, this MOU/ILA is intended by the Parties to be in compliance with the Information Exchange Agreement requirement of the Federal Bureau of Investigation's Criminal Justice Information Services Security Policy version 5.3, as amended ("CJIS Policy");

**WHEREAS**, this MOU/ILA is specifically intended by the Parties to comply with the requirements of Section 5.1 of the CJIS Policy regarding Information Exchange Agreements;

**WHEREAS**, Dallas County, Texas in conjunction with District Attorney operate TSP to assist local LEAs with electronic filing of criminal cases and CJI through the LEAs access to TSP;

**WHEREAS**, Dallas County and the District Attorney desire to provide access to the LEAs at no cost to effectuate the efficient filing of criminal cases by the LEAs with the District Attorney;

**WHEREAS**, Participating Local Governments and their respective LEAs desire to electronically file their criminal cases and accompanying CJJ with District Attorney through TSP;

**WHEREAS**, "Data" shall mean criminal case information submitted to District Attorney by a LEA and the accompanying CJJ as defined by the CJIS Policy;

**WHEREAS**, this MOU/ILA, including all addenda, amendments, exhibits and attachments hereto, sets forth the policies, practices and responsibilities of the Participating Local Governments; and

**WHEREAS**, the Participating Local Governments recognize and agree to adhere to Dallas County's and the District Attorney's policies regarding use of TSP; and

**WHEREAS**, the Participating Local Governments, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

**NOW, THEREFORE**, in consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participating Local Governments approving this MOU/ILA agree as follows:

### **III.**

#### **PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS**

Any local government located within Dallas County, Texas may participate in this MOU/ILA with the mutual administrative approval of Dallas County and the District Attorney. Each Participating Local Government will be required to approve and agree to the terms and conditions of this MOU/ILA. The participation of additional Participating Local Governments shall not require the approval of other Participating Local Governments.

### **IV.**

#### **INCORPORATED DOCUMENTS AND AUTHORITIES**

The following documents and authorities are incorporated by reference for all purposes and made a part of this MOU/ILA for all Participating Local Governments:

1. The Federal Bureau of Investigation Criminal Justice Information Security Policy version 5.3, as amended ("CJIS Policy").
2. Title 28, Code of Federal Regulations, Parts 20 and 25
3. All applicable Texas and federal law.
4. All applicable Texas Department of Public Safety policies.
5. Exhibit A, General Security and Access Of Data Procedures.
6. Exhibit B, CJIS Security Addendum

**V.**  
**TERM AND WITHDRAWAL**

- A. Unless otherwise stated, this MOU/ILA shall remain in effect from the time of its authorized signing until a termination by a Party occurs.
- B. A Participating Local Government may withdraw from this MOU/ILA at any time and for any reason by giving thirty (30) days prior written notice to the District Attorney. Dallas County and the District Attorney agree to provide the Participating Local Government with access to TSP at no charge during the term of this MOU/ILA. In the event of withdrawal or termination (voluntarily or involuntarily) by a Participating Local Government from this MOU/ILA, the Participating Local Government shall bear all costs and expenses related to this MOU/ILA and its withdrawal or termination. In no event, shall Dallas County nor the District Attorney be responsible to the Participating Local Government for any cost or expenses incurred in connection with this MOU/ILA.
- C. Immediate termination of this MOU/ILA and access to TSP shall occur for the Participating Local Government (including, without limitation, the Participating Local Government's LEA, employee, officer, subcontractor, agent, or volunteer), who violates any of the security and access provisions in effect for this MOU/ILA, in the sole discretion of the District Attorney, or who violates any policy, in the sole discretion of the District Attorney. Such Participating Local Government is responsible for correcting the security violation, and for any damages or cost incurred by the Parties as a result of such violation. That Participating Local Government may re-participate upon the District Attorney's discretionary administrative approval and after such violation has been corrected so as to prevent future and further violation of the security measures. In the event the District Attorney terminates this MOU/ILA with a Participating Local Government or its access to TSP pursuant to this Section V (C), no advance notice shall be required.
- D. The withdrawal or termination of a Participating Local Government from this MOU/ILA does not constitute a withdrawal or termination by the Participating Local Government from any other interlocal government projects.
- E. The withdrawal or termination of a Participating Local Government from this MOU/ILA does not affect the validity of this MOU/ILA as to the remaining Participating Local Governments.

**VI.**  
**DATA OWNERSHIP, ACCESS, AND SECURITY**

- A. Ownership of Data. It is the intention of the Parties that each Participating Local Government will remain the respective custodian and owner for the portion of the Data that it held by the LEA, unless expressly agreed in writing otherwise.

- B. Use and Disclosure of Data. The Parties acknowledge and agree that the Data shall not be used by the Parties other than in connection with the performance of this MOU/ILA, as required by law, or as contemplated by the Parties under this MOU/ILA. The LEA shall upload electronic copies of the Data into TSP upon filing a criminal case for prosecution with District Attorney. District Attorney will obtain the use of an electronic copy of the Data once the Data is uploaded to TSP by a local LEA. District Attorney shall not be required to obtain the Data independently of the LEA filing the case for criminal prosecution. Each Party shall be responsible for their individual compliance with the respective confidentiality and security requirements of: (1) the CJIS Policy, (2) Texas law, (3) and federal law with regard to the Data or copies of the Data in that Party's possession. Additionally the Parties agree that the Data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, unless such action is in compliance with the CJIS Policy, Texas law, and federal law.
- C. Responding to the Public's Requests for Information or Data. The Parties agree that the Data covered by this MOU/ILA is confidential under the CJIS Policy, Texas, and federal law. The Parties shall promptly forward any request for the Data covered by this MOU/ILA from a member of the public to their individual legal counsel to request an opinion by the Texas Attorney General pursuant to the Texas Public Information Act.
- D. Interfaces. Each Party is responsible for developing and maintaining its interfaces to the TSP system at each Party's sole cost and expense.
- E. Security and Access of Data.
- 1) Each Participating Local Government and their respective LEA must define and set security and access rules for itself that will limit access or use of the Data and TSP to specified law enforcement personnel, for law enforcement purposes only, and that will minimally meet the standards outlined in the attached Exhibit A.
  - 2) The Parties shall require their respective contractors or subcontractors who will have access or potentially have access to the Data covered by this MOU/ILA to execute the CJIS Security Addendum in accordance with the CJIS Policy Section 5.1.1.5. The CJIS Security Addendum is attached as Exhibit B to this MOU/ILA and incorporated herein by reference. The CJIS Security Addendum shall be executed by all Parties' contractors or subcontractors performing services, supervision, work, labor, or other related activities pursuant to this MOU/ILA before obtaining access or potential access to systems processing, storing or transmitting the Data.
  - 3) All Parties to this MOU/ILA are responsible for their individual compliance with the Texas law, federal law, the CJIS Policy, and Texas Department of Public Safety policies, as amended.

- 4) Each Party shall be responsible for its individual compliance with all audit requirements pursuant to the CJIS Policy and the Texas Department of Public Safety's policies, as amended.
- F. Survival. The provisions of this Article VI shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

## **VII.**

### **ACCESS TO TSP**

- A. The District Attorney agrees to provide the Participating Local Government and their respective LEAs with access to TSP in compliance with all terms, conditions, and provisions stated herein (including the CJIS Policy) at no cost during the term of this MOU/ILA. Dallas County will provide appropriate passwords and reasonable assistance with technical difficulties experienced with TSP. Dallas County nor the District Attorney shall be required, however, to incur any debts, unbudgeted expenditures, or liabilities in providing access to TSP or resolving technical issues associated with TSP.
- B. Dallas County and each Participating Local Governments through their respective LEAs will each designate a single point of contact to resolve accessibility and technical assistance issues experienced with TSP.
- C. Dallas County and District Attorney; however, will not be responsible for resolving LEA's technical assistance issues.
- D. Each Participating Local Government certifies, warrants, and represents it is familiar with the CJIS policy and all applicable Texas and federal law.
- E. Limitation on Access. TSP and related resources that have been made accessible through this MOU/ILA shall only be used for the specific purpose under this MOU/ILA and shall not be made available to other persons or entities not a Party to this MOU/ILA. No party may license, sublicense, lease, sell, resell, transfer, assign, or distribute a resource, allow access, permit unauthorized disclosures, license the intellectual property being used under this MOU/ILA, or access TSP except as may be permitted by this MOU/ILA.
- F. Survival. The provisions of this Article VII shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

## **VIII.**

### **WARRANTIES**

**No Party to this MOU/ILA warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any Data or access to TSP made available under this MOU/ILA. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness**

**for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU/ILA to the maximum extent permitted by applicable law.**

Survival. This Article VIII. shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

## **IX.** **NOTICE**

Any and all notices to be given under this MOU/ILA by a Participating Local Government shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the District Attorney at the addresses set forth on the signatory pages below or to such other addresses designated in writing by the Parties. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

## **X.** **AMENDMENT**

This MOU/ILA may not be amended except in a written instrument specifically referring to this MOU/ILA and signed by the Parties hereto. Any modification, alteration, addition or deletion to the terms of this MOU/ILA which are required by changes in federal law, Texas law, the CJIS Policy, or the policies of the Texas Department of Public Safety are automatically incorporated herein without written amendment to this MOU/ILA and shall be effective on the date designated by said law or policy change.

## **XI.** **CURRENT REVENUE**

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each Party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this MOU/ILA, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues and resources available to each paying Party. The Parties hereby warrant that no debt is created by this MOU/ILA.

## **XII.** **FISCAL FUNDING**

The obligations of the Parties pursuant to this MOU/ILA are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this MOU/ILA without penalty in the event funds are not available or appropriated, if any. However, each Party shall be responsible for its individual costs and expenses incurred by participating in this MOU/ILA.

**XIII.**  
**APPLICABLE LAW**

**This MOU/ILA shall be expressly subject to the participating Parties' sovereign immunity and other governmental immunity and all applicable federal and state law. This MOU/ILA shall be governed by and construed in accordance with the laws of the State of Texas. Sole and exclusive venue for any dispute, claim, or proceeding pursuant to this MOU/ILA shall lie in the courts of competent jurisdiction sitting in Dallas County, Texas.**

**XIV.**  
**SEVERABILITY**

In the event that one or more of the provisions contained in the MOU/ILA shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the MOU/ILA shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this MOU/ILA, which shall remain in force and effect.

**XV.**  
**ASSIGNMENT**

The Participating Local Government may not assign its respective rights and duties under this MOU/ILA without the prior written consent and/or approval of District Attorney. Any assignment attempted without such prior consent and/or approval by the District Attorney shall be null and void.

Survival. The provisions of this Article XV shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

**XVI.**  
**ENTIRE AGREEMENT**

This MOU/ILA, including any and all exhibits, attachments, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter herein between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. Each Party acknowledges that the other Parties, or anyone acting on behalf of the other Parties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this MOU/ILA, expressly or by incorporation.

**XVII.**  
**RESPONSIBILITIES**

**All Parties agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU/ILA without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties**

**under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this MOU/ILA caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.**

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[SIGNATORY PAGES SHALL FOLLOW]



**XIX.**  
**BINDING AGREEMENT, AUTHORITY, PARTIES BOUND**

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Memorandum Of Understanding / Interlocal Agreement Among Participating Local Governments For Criminal Justice Information Sharing Via Dallas County Techshare Prosecutor* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU/ILA has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU/ILA.

**COUNTY OF DALLAS**

**DALLAS COUNTY  
DISTRICT ATTORNEY**

\_\_\_\_\_  
Name: Clay Lewis Jenkins

Title: Dallas County Judge

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

\_\_\_\_\_  
Name: Susan Hawk

Title: Dallas County District Attorney

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Contact Name & Address: Susan Hawk  
Dallas County District Attorney  
133 N. Riverfront Blvd., LB 19  
Dallas, Texas 75207  
Phone: (214) 653-3600

APPROVED AS TO FORM\*:

Susan Hawk  
DISTRICT ATTORNEY

\_\_\_\_\_  
Randall Miller  
Assistant District Attorney

\*By law, the district attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a lease, contract, or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

**XX.**  
**BINDING AGREEMENT, AUTHORITY, PARTIES BOUND**

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Memorandum Of Understanding / Interlocal Agreement (Among Participating Local Governments For Criminal Justice Information Sharing Via Dallas County Techshare Prosecutor* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU/ILA has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU/ILA.

**CITY/TOWN OF** \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

Contact Name & Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

## **EXHIBIT A**

### **GENERAL SECURITY AND ACCESS OF DATA PROCEDURES**

The following list serves as minimum requirements for the security and access of the Data via TSP pursuant to this MOU/ILA by the Participating Local Government.

- Each Participating Local Government (“PLG”) must actively take responsibility for the management and the security of its Data. Data sharing by a PLG via TSP will depend on adhering to professional standards, integrity, communication, and cooperation.
- Each PLG must establish review and approval procedures for Data relating to Incidents, Arrests, and Offenses.
- Each PLG is responsible for appropriate security measures as applicable to physical security of terminals and telecommunication lines utilizing TSP, technical security to protect against unauthorized use of TSP, security of the Data submitted through TSP, and dissemination of the Data not contained within TSP.
- Each PLG is responsible for the installation and maintenance of its interfaces to the TSP and for securing (256 bit encrypted or more) communications to TSP.
- Each PLG must establish review and approval procedures for its user access. Each PLG must assign a unique TSP ID and Password to each authorized user for purposes of an audit trail. Further, each PLG will be responsible for complying with all audit requirements for use of the Data and TSP pursuant to the CJIS Policy.
- Each PLG must ensure each user who submits Data to TSP has passed the appropriate background screening requirements as mandated by the Texas Department of Public Safety.
- Under each PLG’s highest local executive authority, the respective PLG’s TSP Administrator controls and maintains the user access to TSP. The TSP Administrator will:
  - Only authorize access to employees of PLG, and maintain a current list of authorized TSP users
  - Review and update all lists of authorized individual user’s access, roles, and permissions
  - Ensure PLG’s sensitive public integrity reports are correctly flagged and/or encrypted in TSP
  - Immediately cancel a user’s access to TSP when the user is no longer associated with PLG or is placed on administrative leave
  - Act as primary contact to Dallas County Help Desk and Dallas County’s contractor on access problems and / or application issues

- Act as the main contact for testing, support, update notification, testing of new releases, and production issues
- Organize all appropriate training as required by Texas Law, federal law, the CJIS Policy, and Texas Department of Public Safety policies for use of TSP and the Data
- Monitor TSP use and abuse by PLG's users

## **EXHIBIT B**