

M-2

**COURT ORDER
2018-0760**

ORIGINAL



Sheriff's Office - 2018 Data Sharing via Dallas County Adult Information System

On a motion made by Commissioner Mike Cantrell, District 2, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 7/3/2018
FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the MOU/ILA for data sharing via the Dallas County Adult Information System with other local governments and authorizes the County Judge to sign this agreement.

Done in open court July 3, 2018, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None
ABSTAINED: None
ABSENT: None

Recommended by: Ryan Brown
Originating Department: Budget

**MEMORANDUM OF UNDERSTANDING /INTERLOCAL AGREEMENT
("MOU/ILA")
AMONG PARTICIPATING LOCAL GOVERNMENTS
FOR LAW ENFORCEMENT DATA SHARING VIA
DALLAS COUNTY ADULT INFORMATION SYSTEM**

**I.
PARTIES**

This MOU/ILA is entered by and among the undersigned participating local governments of the State of Texas ("Participating Local Governments"), acting by and through their respective governing bodies or their respective local law enforcement agencies and Dallas County, Texas ("Dallas County"), pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code to share law enforcement incident data through Dallas County Adult Information System ("AIS"). The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this MOU/ILA upon execution by their governing body or their respective local law enforcement agency 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 Governments of the State of Texas desire to fully share and commonly use certain Data owned by Dallas County for the management of public safety response activities during both emergency and non-emergency operations; and

WHEREAS, "Data" shall mean the created and/or submitted data, records and/or information by the Participating Local Governments and Dallas County that is being shared under this ILA for purposes of public safety and agency inquiries; and

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 adhere to Dallas County's licensing rights to AIS; and

WHEREAS, the Participating Local Governments, acting by and through their respective governing bodies or respective local law enforcement agency, individually and collectively, do hereby adopt and find the foregoing premises as findings.

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 or respective local law enforcement agency may participate in this MOU/ILA with the mutual administrative approval of Dallas County. 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.

TERM AND WITHDRAWAL

- A. Unless otherwise stated, this MOU/ILA shall remain in effect from the time of its authorized signing until a mutual agreement to terminate by all parties 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 Dallas County. 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 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 shall occur for the Participating Local Government (including, without limitation, the Participating Local Government's employee, officer, subcontractor, agent, or volunteer), who violates any of the security and access provisions in effect for this MOU/ILA. Such Participating Local Government is responsible for correcting the security violation, and for any damages or cost incurred as a result of such violation. That Participating Local Government may re-participate subject to Dallas County's discretionary administrative approval and after such violation has been corrected so as to prevent future and further violation of the security measures.
- 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.

V.
DATA OWNERSHIP, ACCESS, SECURITY AND STORAGE

- A. Ownership of Data. It is the intention of the Parties that Dallas County will remain the custodian and owner for the Data that was created in or submitted for AIS, 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. Additionally the Parties agree that the Data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Parties, their employees, officers, agents, subcontractors, invitees, or assigns in any respect without the express written approval of Dallas County. Dallas County shall share and report the Participating Local Governments' Data in accordance with the law.
- C. Responding to the Public's Requests for Information or Data. Dallas County shall be responsible for responding to the requests for any AIS Data. In the event a Participating Local Government receives a request for Data belonging Dallas County, the request must be forwarded by the receiving Party to Dallas County within three (3) business days of receipt. Participating Local Governments shall contractually bind other entities or subcontractors who have access to AIS under this MOU/ILA to observe the same restrictions on the use and disclosure of Data belonging Dallas County in accordance with this MOU/ILA.
- D. Data Storage. Dallas County shall provide a secured redundant data storage for law enforcement Data covered under this MOU/ILA. Data storage is backed up nightly by Dallas County Technical Services and by Dallas County Database Administration. Database audit records will be retained by the system for one year. The Dallas County Database Administration will provide support to the AIS data bases and/or data warehouse.
- E. Security and Access of Data.
- 1) Each Participating Local Government must define and set security and access rules for itself that will limit access or use of database to specified law enforcement personnel, for law enforcement purposes only, and that will minimally meet the standards outlined in the sample Security and Access of Data Procedure outlined in Exhibit A, which is attached and incorporated into this MOU/ILA for all purposes by reference.
 - 2) Dallas County shall require every Participating Local Government's agents, employees, contractors, or subcontractors who will have access or potentially have access to Criminal Justice Information (CJI) pursuant to this MOU/ILA to maintain compliance with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy 5.6, as amended. All Parties to this

MOU/ILA are responsible for their individual compliance with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security policy and the Texas Department of Public Safety policies, as amended.

Furthermore, Dallas County in its sole discretion shall make a determination based upon Texas Commission on Law Enforcement (TCOLE) peace officer criminal history screening rules (Title 37, Texas Administrative Code, Chapter 217) to determine eligibility for systems access for all Participating Local Government's agents, employees, contractors, or subcontractors related to this MOU/ILA. This shall include criminal background checks and fingerprint identification.

- F. Survival. The provisions of this Article V shall survive any termination, cancellation, withdrawal, or expiration of this ILA.

VI.

MAINTENANCE AND HELPDESK

AIS was built with hardware and software redundancy. Unless there is a production problem, new software release upgrade, and/or regulatory updates, the system runs "24/7." Participating Local Governments will report any access and software problems through their respective AIS Administrators. The AIS Administrators will be able to report problems through contacting the Dallas County Help Desk on the AIS Contact List.

Any system down issue must be first addressed with Participating Local Government IT and/or Network Services before they may be reported to the Dallas County Help Desk. Dallas County IT Network Services will report any system-down occurrence and subsequent back-to-running status to each Party's AIS Administrator for the Party's internal distribution.

Access password and I.D. problems will be handled by the Party's AIS Administrator. Functional access in the AIS is dependent upon role and responsibilities of the law enforcement position. Unless Dallas County has provided network access or internet pipes to AIS, each Participating Local Government is responsible for its interface software and network at its sole cost and expense.

Dallas County shall:

- Provide a minimum of 256 bit encryption security
- Provide Backup databases
- Maintain hardware, AIS, and databases
- Provide limited "training to the trainers"

VII.
WARRANTIES

No Party to this MOU/ILA warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any Data made available under this MOU/ILA. Third party warranties or guarantees may inure to the benefit of the parties to a particular project if such are contractually secured as part of such project; however, no Party to this MOU/ILA shall be held liable for a warranty or guarantee offered by a third party, if any. 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 VII. shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

VIII.
LIMITATIONS OF USE OF AIS

The AIS 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, license, or intellectual property being used under this MOU/ILA except as may be permitted by this MOU/ILA or another controlling written agreement.

Survival. The provisions of 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 Parties at the addresses set forth on the signatory pages below or to such other addresses designated in writing to all the Participating Local Governments. 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 or state law are automatically incorporated herein without written amendment to this MOU/ILA and shall be effective on the date designated by said law.

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 Participating Local Governments 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. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding, unless expressly agreed in writing by the affected Parties.

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. Venue shall lie exclusively 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 Parties may not assign their respective rights and duties under this MOU/ILA without the prior written consent and/or approval of the remaining Participating Local Governments, even if

such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent and approval by the remaining Participating Local Governments 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 addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter herein between the Parties and supersedes any prior agreement or 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

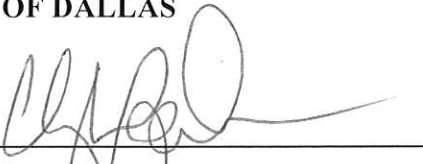
All Parties agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU/ILA without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties under federal or State law. Nothing in this 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.

[SIGNATORY PAGES SHALL FOLLOW]

XVIII.
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 ("MOU/ILA") Among Participating Local Governments for Law Enforcement Data Sharing Via Dallas County Adult Information System* 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

X 

Name: Clay Lewis Jenkins

Title: Dallas County Judge

Date: July / 3rd / 20 18

Contact Name & Address: Stanley Victrum, CIO

Dallas County Information Technology

1201 Elm Street, Suite 2400-A

Dallas, Texas 75207

Phone: (214) 653-7603

Email: alice.sweet@dallascounty.org

APPROVED AS TO FORM*:

FAITH JOHNSON
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).

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COUNTY/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 law enforcement data via AIS pursuant to this MOU/ILA among the Participating Local Governments.

- Each Participating Local Government ("PLG") must actively take responsibility for the management and the security of the Data. Data sharing among PLGs via the Dallas County Adult Information System ("AIS") will depend on adhering to professional standards, integrity, communication, and cooperation.
- Each PLG must establish review and approval procedures for its user access. Each PLG must assign a unique AIS ID and Password to each authorized user for purposes of an audit trail.
- Under each PLG's highest local executive authority, the respective AIS Administrator controls and maintains the user access to AIS. The AIS Administrator will:
 - Only authorize access to employees of Administrator's PLG, and maintain a current list of authorized users
 - Review and update all of the ORG-IDs system tables and individual user's access, roles, and permissions
 - Ensure PLG's sensitive public integrity reports are correctly flagged and/or encrypted in AIS
 - Immediately cancel user's access to AIS when user is no longer associated with PLG or is placed on administrative leave
 - Act as primary contact to Dallas County Help Desk on access problems and / or application issues
 - Act as the main contact for testing support, update notification, and testing of new releases and production issues
 - Organize all appropriate training
 - Monitor AIS use and abuse by its own users