



Dallas County

District Attorney's Office

MEMORANDUM

Date: 5/19/2015
To: Dallas County Commissioners Court
From: Ellyce Lindberg, Assistant District Attorney
Re: TechShare.Prosecutor MOU/ILA for Information Sharing

Background of Issue

On July 10, 2012, the Dallas County Commissioners Court approved Order No. 2012-1155, which authorized Dallas County's participation in the TechShare.Prosecutor software development project (TSP). This joint venture, led by the Texas Conference of Urban Counties (CUC), included Dallas, Tarrant, Travis, and Midland Counties and began in September 2012. On December 11, 2012 the Commissioners Court issued Court Order No. 2012-2109, which authorized Dallas County's participation in the ACMS Prosecutor implementation project. On March 19th, 2014, the DA's Office enjoyed a successful go-live event and has been operating the software in the production environment since that time for internal electronic case management. This was all accomplished while remaining within the budgeted funding allocations.

The purpose of this briefing is to request Commissioners Court approval of a Memorandum of Understanding and Interlocal Agreement between Dallas County and the Coppell Police Department outlining each entity's duties and responsibilities with regard to information sharing, specifically criminal justice information (CJI), as it relates to filing adult criminal cases with the District Attorney's Office through the Law Enforcement Agency (LEA) Portal of TSP.

Operational Impact

The MOU/ILA agreement memorializes the manner in which information will be shared and maintained with respect to the LEA Portal due to the electronic transfer of information. This MOU/ILA serves to promote the next phase and functionality of TSP.

While each party is responsible for setting security and access rules for the data transmitted and maintained on its side of TSP, and while such data may be used solely for law enforcement purposes, this agreement enumerates that each party shall comply with local, state, and federal law as it relates to the transfer of CJI.

The agreement addresses such issues as the following:

- Applicable law, e.g., the Federal Bureau of Investigation Criminal Justice Information Security Policy (CJIS Security Addendum 5.3 Section 5.1), Title 28, Code of Federal Regulations, and Texas Department of Public Safety policies.
- Terms and Withdrawal.
- Data Ownership, Access, and Security.
- Access to TSP.

Strategic Plan Compliance

This agreement, which promotes the next functionality phase of TSP via electronic case filing by the Coppell Police Department with Dallas County, supports the following Visions from the Dallas County Strategic Plan:

- Vision 1: Dallas County is a model interagency partner
- Vision 3: Dallas County is safe, secure and prepared

It is also consistent with the County IT Strategic Plan Section 5.6 – “Leverage Technology To Automate Costly Manual Processes (Imaging, Document Management, Workflow Automation, eGovernment)” and Section 7.6- “Develop Implementation Plans And Procedures”.

Fiscal Impact

The MOU/ILA states that each party is responsible for developing and maintaining its interfaces to the TSP system at each party's sole cost and expense.

Legal Impact

The MOU/ILA was reviewed by the Civil Division of the District Attorney's office. It was presented to the Texas Department of Public Safety to determine if they had any objections because CJI would be transmitted electronically. The agreement's purpose is to be compliant with all applicable laws.

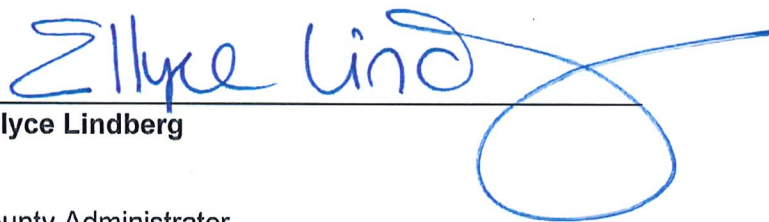
M/WBE

M/WBE is not applicable to this element of the TechShare.Prosecutor project.

Recommendation

It is recommended that Commissioners Court approve and sign this MOU/ILA.

Recommended by:


Ellyce Lindberg

Copy: Darryl Martin, County Administrator
Messina Madson, First Assistant District Attorney
Cindy Stormer, Administrative Attorney for the District Attorney
Russell Roden, Civil Division Administrative Chief for the District Attorney
Stanley Victrum, Dallas County Chief Information Officer

STATE OF TEXAS

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COUNTY OF DALLAS

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AMENDMENT NO. 1 to

**MEMORANDUM OF UNDERSTANDING
AMONG PARTICIPATING LOCAL GOVERNMENTS FOR
CRIMINAL JUSTICE INFORMATION SHARING VIA
DALLAS COUNTY PROSECUTOR**

This AMENDMENT NO. 1 is made to the certain Memorandum of Understanding (the “MOU”) between Dallas County, Texas (“County”) and the undersigned Participating Local Governments of the State of Texas (“Participating Local Government(s)”), executed by the parties under the authority of the Dallas County Commissioners Court on the dates listed in Exhibit “A.”

Due to the decision of the Dallas County Commissioners Court, Techshare Prosecutor shall no longer be directed under the Texas Conference of Urban Counties. Techshare Prosecutor shall be renamed “Dallas County Prosecutor” and managed as a Dallas County in-house technology application. This AMENDMENT NO. 1 evidences the following:

1. The MOU is hereby amended as follows:

Any reference to Dallas County Techshare Prosecutor (“TSP”) is hereby replaced with “Dallas County Prosecutor” throughout the MOU in its entirety.

2. All other terms, provisions, conditions, and obligations of the MOU between the Participating Local Government(s) and County shall remain in full force and effect, and said MOU along with this Amendment No. 1 shall be construed together as a single MOU agreement.

[SIGNATORY PAGES SHALL FOLLOW]

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 *Amendment No. 1 to Memorandum Of Understanding / Interlocal Agreement Among Participating Local Governments For Criminal Justice Information Sharing via Dallas County Prosecutor* in accordance with all of the terms and conditions, and that the execution and delivery of this Amendment 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 Amendment.

COUNTY OF DALLAS

DALLAS COUNTY DISTRICT ATTORNEY

Name: Clay Lewis Jenkins

Title: Dallas County Judge

Date: _____ / _____ / 20____

Name: John Creuzot

Title: Dallas County District Attorney

Date: _____ / _____ / 20____

Contact Name & Address: John Creuzot

Dallas County District Attorney

133 N. Riverfront Blvd., LB 19

Dallas, Texas 75207

Phone: (214) 653-3600

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY



Rebecca L. Lundberg
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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CITY/TOWN OF _____

ATTEST:

Name: _____

Title: _____

Date: _____

Address: _____

APPROVED AS TO FORM*:

Attorney for _____

Exhibit "A"

<u>Law Enforcement Agency</u>	<u>Fully Executed Agreement Date</u>		<u>Fully Executed Agreement Date</u>
Carrollton Police Department	2-17-2015	Seagoville Police Department	6-6-2017
Grand Prairie Police Department	6-16-2015	Parkland Police Department	4-4-2017
Cedar Hill Police Department	6-9-2015	Sachse Police Department	6-20-2017
Farmers Branch Police Department	6-9-2015	Dallas ISD Police Department	3-20-2018
Balch Springs Police Department	6-16-2015	Dallas College Police Department	2-6-2018
DART Police Department	6-16-2015	Wilmer Police Department	10-17-2017
Richardson Police Department	11-3-2015	Duncanville ISD Police Department	10-16-2018
Duncanville Police Department	6-30-2015	Texas Department of Public Safety (DPS)	8-20-2019
Desoto Police Department	6-30-2015	Baylor Scott & White Hospital Police	3-19-2019
Garland Police Department	11-3-2015	Methodist Hospital Police	2-19-2019
Mesquite Police Department	1-19-2016	TX Comptroller of Public Accounts	9-1-2020
Irving Police Department	4-19-2016	Sunnyvale Police Department	10-20-2020
Lancaster Police Department	4-19-2016	Cockrell Hill Police Department	10-17-2017
Dallas Police Department	11-3-2015	Cockrell Hill Fire Marshal	5-18-2021
Coppell Police Department	5-26-2015	VA Hospital	4-6-2021
Hutchins Police Department	6-9-2015	Union Pacific RR Police Department	12-15-2020
Addison Police Department	4-19-2016	A+ Charter Schools Police Department	6-21-2022
University Park Police Department	11-3-2015	Cedar Hill ISD Police Department	6-21-2022
SMU Police Department	9-6-2016	Texas Workforce Commission	8-2-2022
Glenn Heights Police Department	10-4-2016		
Rowlett Police Department	6-7-2016		
Highland Park Police Department	10-4-2016		
TABC	11-3-2015		
UT Southwestern Police Department	9-6-2016		
UT Dallas Police Department	10-4-2016		