INTERLOCAL AGREEMENT FOR SHARING OF LAW ENFORCEMENT DATA

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOWN ALL BY THESE PRESENTS:

This Interlocal Agreement (the "Agreement") is made and entered into by and between the City of Dallas hereinafter referred to as **"CITY,"** acting by and through its duly authorized City Manager, and Collin County through its Department of Homeland Security, hereinafter referred to as **"COUNTY,"** acting by and through its duly authorized by the County Judge, each referred to separately as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the formulation of interlocal cooperating agreements between and among governmental entities; and

WHEREAS, this Interlocal Contract is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code which authorizes CITY and COUNTY to enter into this agreement for purposes of achieving mutual governmental functions; and

WHEREAS, CITY and COUNTY desire to share Law Enforcement data between each other, specifically the law enforcement data shall include but not be limited to records management system, computer aided dispatch system, arrest records, gang records, and offense reports, utilizing a web based North Central Texas Fusion System ("NCTFS"); and

WHEREAS, the governing bodies of CITY and COUNTY further find that the performance of this contract is in the common interest of both parties.

NOW THEREFORE,

IN CONSIDERATION of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

I.

PURPOSE / SCOPE

The purpose of this Agreement is to establish a timely law enforcement inter-jurisdictional information sharing program to address critical CITY and COUNTY information needed to protect CITY and COUNTY residents. This Agreement will provide for the following:

- CITY and COUNTY inter-agency technology application coordination
- Inter-jurisdictional sharing of law enforcement information and related data sets pertaining to public safety
- Develop a timely operational information sharing model which will create effective and efficient data sharing and at the same time conserve CITY and COUNTY resources
- CITY law enforcement data shall include but not be limited to, records management system, computer aided dispatch system, arrest records, gang records, and offense reports, hereafter "City Information"
- The information shared between the parties will be handled in accordance with the "Criminal Intelligence Systems Operating Policies," 28 CFR Part 23, U.S. Executive Order 12291, which is incorporated herein by reference and made a part of this Agreement
- This Agreement does not require any funding, hiring of additional personnel, property acquisition, or ancillary costs to either party

II.

CITY'S RESPONSIBILITY

CITY will provide COUNTY with CITY Information to the North Central Texas Fusion System via secure electronic transfer. CITY shall have sole discretion to determine which City Information is provided for use with the NCTFS. CITY shall not disclose any COUNTY information obtained pursuant to this Agreement unless such disclosure is required by law, rule, regulation or court order.

III.

COUNTY'S RESPONSIBILITY

COUNTY shall allow CITY to have access to the NCTFS and all related databases for all purposes incident to this Agreement. COUNTY shall not disclose any City Information obtained pursuant to this Agreement unless such disclosure is required by law, rule, regulation or court order. COUNTY shall maintain the NCTFS system and database, and shall take any and all action necessary to maintain City Information so as not to compromise the integrity or the security of the information being transmitted. COUNTY further agrees that if there is a breach, or a suspected breach, of the NCTFS system or any connected databases which comprise CITY

Information, COUNTY shall immediately notify the CITY of such breach and take all necessary steps to prevent any further unauthorized disclosure of City Information.

IV.

TERMINATION

Either party to this Agreement may terminate this Agreement on thirty (30) days written notice to the other party.

V.

IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VI.

SUCCESSORS AND ASSIGNS

Neither CITY nor COUNTY will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the other party.

VII.

VENUE

The parties to this Agreement agree and covenant that this Agreement will be enforceable in CITY; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in COUNTY.

VIII.

REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

IX.

SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

X.

APPLICABLE LAW

This Agreement is entered into subject to the Interlocal Cooperation Act, the governing charters and or ordinances of CITY and COUNTY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable Texas and Federal law. Situs of this Agreement is agreed to be Collin County, Texas, for all purposes including performance and execution.

XI.

ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XII.

AUTHORIZATION

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions or actions extending such authority have been duly passed and are now in full force and effect.

XII.

RELATIONSHIP OF THE PARTIES

It is expressly understood that the employees, methods, facilities and equipment of the CITY shall at all times be under its exclusive jurisdiction, direction and control. It is understood that the employees, methods, facilities, and equipment of the COUNTY shall at all times be under its exclusive jurisdiction, direction and control.

XIII.

SOVEREIGN IMMUNITY

The parties acknowledge that neither party has waived its sovereign immunity by entering into this Agreement.

EXECUTED on this the ____ day of _____, 2011.

CITY OF DALLAS :

Recommended By:

By: _____
David O. Brown
Chief of Police

Date: _____

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

By: _____
Assistant City Attorney NK

CITY OF DALLAS
MARY K. SUHM
City Manager

By: _____
Assistant City Manager

COLLIN COUNTY:

By: _____
Name: Keith Self
Title: Collin County Judge
Date: _____

ATTEST:

By: _____
Name: Kelley Stone
Title: Chief, NCT Fusion System