

MEMORANDUM OF UNDERSTANDING BETWEEN
THE OFFICE OF THE GOVERNOR
AND
THE TEXAS DEPARTMENT OF PUBLIC SAFETY

COPY

I. PARTIES

This document constitutes an agreement between the Office of the Governor, acting by and through the Texas Office of Homeland Security and the Governor's Division of Emergency Management, (herein collectively referred to as the "Office of the Governor") and the Texas Department of Public Safety (herein referred to as "TXDPS"). The Office of the Governor and TXDPS are referred to herein as the "Parties" to this agreement.

II. PURPOSE

The purpose of this agreement is to identify the duties and responsibilities of the above-listed Parties for the transfer of the implementation, operation, and management of the Texas Data Exchange (herein referred to as "TDEx") from the Office of the Governor to TXDPS.

TDEx is a criminal justice information sharing system provided to Texas criminal justice agencies for the exchange of law enforcement incident and other non-intelligence criminal justice data.

III. AUTHORITIES

The Parties have the authority to enter into this agreement under the TEX. GOV'T CODE, Chapter 411 (including but not limited to §411.002, 411.010), Chapter 421 (including but not limited to §421.071), and Executive Order RP-32 (Jan. 28, 2004).

IV. DUTIES AND RESPONSIBILITIES

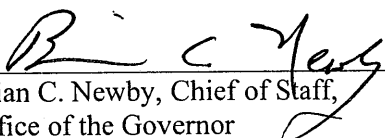
- A. The Office of the Governor agrees to transfer implementation, operation, and management of TDEx to TXDPS. TXDPS agrees to consult with the Office of the Governor on matters related to information sharing for homeland security activities. TXDPS, however, shall operate and manage TDEx in its sole discretion.
- B. The Office of the Governor agrees to assign all rights and duties under its contract with Appriss, Inc. for TDEx software licenses and services (DIR-TOHS-TDEx) to TXDPS. The Office of the Governor remains responsible for all commitments, promises, orders, invoices, or purchases, whether verbal or written, and any other communications or events that lead to a claim, lawsuit, damages, liabilities, or expenses arising from the contract with Appriss, Inc. that occurred or were caused to occur before the effective date of the contractual assignment to TXDPS.
- C. The Office of the Governor agrees to transfer to TXDPS any existing contracts or agreements with other criminal justice agencies regarding TDEx.
- D. The Office of the Governor through the Governor's Division of Emergency Management agrees to provide to TXDPS all relevant TDEx documents, including but not limited to: all documents and agreements with local, state, and federal agencies and any other current or potential TDEx participant, partner, or contractor, whether public or private; all project paperwork; all contractual documents, including any maintenance agreements or contract amendments with Appriss, Inc.; all user lists, user vetting records, and other user related documents; and all invoices, purchase orders, payments, and any other document or communication related to amounts paid or currently due to Appriss, Inc. Also included shall be all working budget documents, if any, indicating contract-to-date expenditures and

projected expenditures as known at the time of contractual assignment and transfer of TDEX to TXDPS.

- E. TXDPS shall develop and implement policies and procedures for the operation of TDEX in compliance with federal and state laws and regulations.
- F. TDEX is available to criminal justice agencies for criminal justice purposes. Criminal justice agencies may authorize their commissioned and non-commissioned personnel to access TDEX in the performance of their criminal justice duties.
- G. TXDPS will not implement, manage, or operate TDEX if funding outside of resources currently available to TXDPS is not provided and specifically designated for TDEX. TXDPS agrees to make all reasonable efforts to seek appropriations from the Legislature for TDEX during the next legislative session. The Office of the Governor agrees to quickly process any grant application made by TXDPS to fund TDEX.

This agreement shall become effective on either the date the grant for the operation of TDEX is awarded to TXDPS by the Office of the Governor or December 1, 2007, whichever comes first. This agreement constitutes the entire agreement between the Parties. No rights or obligations shall be implied. No modification or amendment to this agreement shall become valid unless in writing and signed by both Parties. This agreement does not create any rights in any person or entity other than the Parties to this agreement.

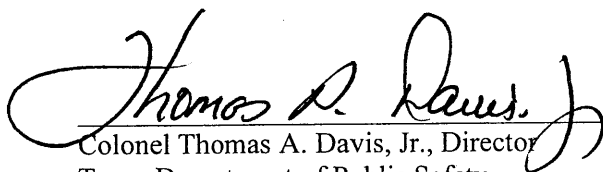
AGREED TO BY:



Brian C. Newby, Chief of Staff,
Office of the Governor

10/10/07
Date

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Colonel Thomas A. Davis, Jr., Director
Texas Department of Public Safety

10-10-07
Date