



**Office of the District Attorney  
County of Westchester**

**MEMORANDUM**

**13005**

Date: July 19, 2010

To: The Honorable Board of Acquisition and Contract

From: Janet DiFiore, District Attorney

Re: Authority to enter into a Memorandum of Understanding ("MOU") with the New York State Division of Criminal Justice Services, pursuant to which the County, through the Office of the District Attorney, will participate in the New York State Data Exchange, whereby it will share criminal justice information with various federal, state, regional, local, and tribal law enforcement agencies, for a term commencing upon execution and continuing indefinitely for so long as the MOU continues to enhance the participants' mission purposes.

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Authority is hereby requested for the County of Westchester, acting by and through the Office of the District Attorney (the "D.A.'s Office"), to enter into a Memorandum of Understanding ("MOU") with the New York State Division of Criminal Justice Services ("DCJS"), pursuant to which the D.A.'s Office will participate in the New York State Data Exchange, whereby it will share criminal justice information with various federal, state, regional, local, and tribal law enforcement agencies. The term of the MOU will commence upon execution and continue indefinitely for so long as it continues to enhance the participants' mission purposes. However the County may terminate its participation in the MOU upon thirty (30) days written notice.

As your Honorable Board may know, DCJS is authorized, pursuant to New York State Executive Law §837(4), (6) & (14), to create and maintain the New York State Data Exchange (the "Data Exchange"), a central data repository of incident arrest and warrant data provided to DCJS by participating federal, state, regional, local, and tribal law enforcement agencies. Participation in the MOU will allow the District Attorney's Office to access information contained in the Data Exchange, which will provide a new investigative tool to enhance the ability of the County to fight crime. While there is no fee for participation in the MOU, each party to the MOU will be responsible for bearing its own costs, which may include, without limitation, the purchase of hardware and/or software to gain access to the Data Exchange.

This agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a)iii thereof.

This contract will serve a public purpose by allowing for the free exchange of data between local, state and federal law enforcement agencies for the purposes of developing law

enforcement intelligence that will serve the interests of law enforcement to abate and prevent instances of crime from occurring.

The goals and objectives of this Agreement are is to establish the framework by which law enforcement agencies across all levels, local, state and federal, may share proprietary data that may be utilized to increase public safety.

The goals and objectives are in the best interests of the County because data sharing of this kind may readily allow for any one or more of Westchester's 43 police agencies to yield data from another law enforcement agency that may assist in the identification of criminal perpetrator(s) in, and/or locate suspects residing outside of the primary law enforcement jurisdiction, and/or identify trends or emerging crime patterns that straddle multiple law enforcement jurisdictions.

The goals and objectives will be tracked and monitored mutually by the NYS Division of Criminal Justice Services on a statewide basis and by the Westchester County District Attorney's Office on a countywide basis.

An appropriate resolution is herewith attached for your Honorable Board's consideration.

JD/JPG/sw

APPROVED BOARD OF ACQUISITION & CONTRACT - 8-5-2010 - JOMARY VIEIRA, SECRETARY

# RESOLUTION

Based upon a communication from Janet DiFiore, District Attorney, be it hereby

**RESOLVED**, that the County of Westchester (the “County”), acting by and through the Office of the District Attorney (the “D.A.’s Office”), is hereby authorized to enter into a Memorandum of Understanding (the “MOU”) with the New York State Division of Criminal Justice Services (“DCJS”), pursuant to which the D.A.’s Office will participate in the New York State Data Exchange, whereby it will share criminal justice information with various federal, state, regional, local, and tribal law enforcement agencies which will provide a new investigative tool to enhance the ability of the County to fight crime; and be it further

**RESOLVED**, that the term of the MOU will commence upon execution and continue indefinitely for so long as it continues to enhance the participants’ mission purposes. However the County may terminate its participation in the MOU upon thirty (30) days written notice; and be it further

**RESOLVED**, that while there is no fee for participation in the MOU, each party to the MOU will be responsible for bearing its own costs, which may include, without limitation, the purchase of hardware and/or software to gain access to the Data Exchange; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee, be and hereby authorized and empowered to execute and deliver all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

Account to be Charged/credited	Fund	Agency	Capital Project Or Org	Object/ Sub Object	Trust Account	Activity	Dollars
	N/A						

Budget Funding Years \_\_\_\_\_  
(must match resolution)

Start Date \_Upon Execution

End Date \_Upon Termination

Funding Source  
\$ \_\_\_\_\_  
(must match resolution)

Tax Dollars \_\_\_\_\_  
State Aid \_\_\_\_\_  
Federal Aid \_\_\_\_\_  
Other \_\_\_\_\_