

MEMO OF UNDERSTANDING REGARDING
TCIC STOLEN LICENSE PLATE
AND
TCIC STOLEN VEHICLE INFORMATION

1. This document constitutes an agreement between the Texas Department of Public Safety and a criminal justice or law enforcement agency, hereinafter referred to as the User Agency.

USER AGENCY: _____

ADDRESS: _____

2. This agreement sets forth the duties and responsibilities for the Department of Public Safety and the User Agency.
3. The Department of Public Safety agrees to maintain, operate, and manage a file of vehicle license plate information exported from the Texas Crime Information Center (TCIC) for the use of the User Agency.
4. The Department of Public Safety will ensure that, except in extraordinary circumstances, the file will be updated hourly. The file name will incorporate the date and time the file was created.
5. The User Agency recognizes there are inherent limitations in matching against data updated hourly. Therefore, if the User Agency gets a "hit" on the exported TCIC information, the User Agency agrees to conduct a real-time check of TCIC records to confirm that the hit record still exists in the live TCIC file. The User Agency will follow all Texas Crime Information Center/National Crime Information Center (TCIC/NCIC) policies for handling hits.
6. The Department of Public Safety or the User Agency may, upon 30 days notice, in writing, terminate this agreement. User Agency correspondence regarding this agreement should be directed to:

Texas Department of Public Safety, MSC 0233
Crime Records Service, TCIC Operations
PO Box 4143
Austin, TX 78765-4143

7. The file of TCIC information is provided to the User Agency for criminal justice purposes only. Furthermore, the User Agency agrees that the file created by the Department remains a TCIC file and will handle the information in the file and all activities related to the information in the file according to existing and future TCIC/NCIC policies.
8. The User Agency agrees to indemnify and save harmless, to the extent the law allows, the Texas Department of Public Safety, its Director and employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise or enjoyment of the Agreement.
9. No financial liability will be incurred by the Department of Public Safety by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.
10. Each party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
11. No modification or amendment to this agreement shall become valid unless in writing and signed by both parties.
12. This agreement constitutes the entire agreement between the parties with regard to the matters made the subject of this agreement. There are no other verbal or written covenants, agreements, understandings, representations, warranties, or restrictions between the parties. No rights or obligations shall be implied.
13. Neither party may assign or transfer this agreement or any interest in this agreement without the written consent of the other party.
14. This agreement does not create any rights in any person or entity other than the Texas Department of Public Safety and the User Agency.

Please provide the following information regarding the User Agency's employee who will be the primary point of contact accessing the FTP site.

Agency ORI: _____

User Name: _____

User Phone Number: _____

User Email Address: _____

This agreement will become effective on _____.

Each person signing this agreement represents and warrants that he/she has full and complete authority to sign this agreement on behalf of the governmental entity.

In WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

TEXAS DEPARTMENT OF PUBLIC SAFETY

USER AGENCY

By: Steven C. McCraw

By: _____

Title: Director

Title: _____

Printed Name: Steven C. McCraw

Printed Name: _____

Date: 9-23-2009

Date: _____