

## TLETS AGENCY/EQUIPMENT AGREEMENT

1. This document constitutes an agreement between the Texas Department of Public Safety, State Administrator of the Texas Law Enforcement Telecommunications Systems (TLETS), and the following criminal justice agency as defined in Section 60.01(6) of the Texas Code of Criminal Procedure,

AGENCY: \_\_\_\_\_  
(Hereinafter referred to as the "Agency" or "TLETS")

ADDRESS: \_\_\_\_\_

2. This agreement is made pursuant to Chapter 791 of the Texas Government Code or Chapter 771 of the Texas Government Code.
3. This agreement sets forth duties and responsibilities for both the Department of Public Safety and the Agency.
4. The Department of Public Safety agrees to maintain, operate and manage TLETS communications and criminal justice information systems on a 24 hour, 7 day per week basis. Agency is hereby notified and understands that the TLETS communications and criminal justice information systems will not be available 100% of the time and such systems will, by their very nature, fail and require maintenance from time to time without notice. Such facts have been taken into consideration by Agency prior to the execution of this agreement, and such failures shall not constitute nonperformance or negligence on the part of the Texas Department of Public Safety. In addition, the Texas Department of Public Safety is not liable or responsible for interruptions or termination of service caused by strikes, lockouts, governmental acts, acts of God or other conditions beyond its control. Any such interruption or termination of service shall not be considered as a breach of this agreement by the Texas Department of Public Safety. The Department of Public Safety further agrees to act as the State Control Terminal Agency to facilitate the exchange of information between the Agency and the following agencies; the Federal Bureau of Investigation (FBI) for the National Crime Information Center (NCIC), Interstate Identification Index (III), and other systems; the National Law Enforcement Telecommunications System (NLETS) for the international justice and public safety information-sharing network; the Vehicle Titles and Registration (VTR) Division of the Texas Department of Transportation for motor vehicle registration files; divisions of the Texas Department of Public Safety (DPS) for the Texas Crime Information Center (TCIC), the Computerized Criminal History (CCH), the Driver License system; and other systems that now exist or may be implemented by DPS or other agencies in the future, as appropriate."
5. The Department of Public Safety reserves the right to restrict the type and scope of data to which the Agency may have access. The Department of Public Safety will provide system training of terminal operators at no charge to the Agency at a time and location to be designated by the Department of Public Safety. The obligation of the Department of Public Safety to incur training costs is conditional upon sufficient funds being appropriated, budgeted and available to the Department of Public Safety. No

financial liability will be incurred by the Department of Public Safety by virtue of this agreement beyond monies appropriated and available to it for the purpose of fulfilling this agreement.

6. The Agency shall abide by all laws of the United States and the State of Texas, and shall abide by all present or hereafter approved rules, policies and procedures of NCIC, TCIC, VTR, TLETS, and NLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of criminal justice information.
7. If the Agency provides criminal justice information to another criminal justice agency, which at that time is not operating on TLETS pursuant to an Agency Agreement, the TLETS Agency must have on file a "non-terminal" agency agreement between the parties.
8. The Agency shall keep all terminal operators trained and informed of policies and procedures that govern these systems. The Agency must also ensure that all TLETS operators/employees have access to the TLETS/TCIC Newsletters, manuals and a daily review of the twice broadcasted APB Summary (0600-1800).
9. The Agency agrees that its equipment will be compatible with the TLETS communications interconnection standards of the VSAT Satellite System and or telephone data circuits. This determination may be made by the Department of Public Safety or its authorized designee. Data circuits between the connecting terminal/interface and the Department of Public Safety shall be arranged by the Department of Public Safety. Terminal/interface equipment shall be installed in a location where only authorized personnel may have access to said equipment. The equipment/VSAT Satellite System or circuit may not be modified, moved or changed without approval of the Department of Public Safety. No additional devices may be added to the equipment without prior Department of Public Safety approval.
10. The Department of Public Safety shall provide to the Agency the initial installation of a VSAT Satellite System and allied hardware and software as follows, hereinafter referred to as to the VSAT Satellite System, which includes: Antenna, IFL Cable, and other necessary equipment as determined by the Department of Public Safety. The Agency shall provide a voice grade dedicated telephone line for the dial backup modem, if the Agency desires a backup in the event of VSAT signal loss. The Agency shall be responsible for maintaining "all state installed VSAT Satellite System telecommunications equipment in good working order. The costs of any repairs or adjustments to the "VSAT Satellite System" shall be borne by the Department of Public Safety unless the necessity for any said repair or adjustment was caused by the negligence of the Agency as determined by Department of Public Safety in which case the cost shall be borne by the Agency. Failure to maintain said "VSAT Satellite System equipment" in good working order when caused by the negligence of the Agency and/or failure to pay the costs of any repairs or adjustments necessitated by the negligence of the Agency shall be grounds for a suspension of service.
11. Any data file application, (including regional and local files) that could affect and cause degradation of service to other agencies must be authorized by the Department of Public Safety prior to implementation. The Department of Public Safety reserves the right to refuse such application on TLETS should resources not be available, or in the best interest of the TLETS agencies.

12. The Agency will be responsible for all costs associated with the operation of its terminal/interface, and may be required, should the Department of Public Safety not receive circuit funding, to assume circuit/VSAT costs if service is still desired.
13. Unless the Agency is in "inquiry only" status, the Agency may enter data into NCIC and TCIC, and exchange information on TLETS and NLETS, via the NCIC Operating and Code Manuals and the TLETS/NLETS Operating Manual for proper instructions for the use of the TLETS/NLETS and TCIC/NCIC systems.
14. The Department of Public Safety reserves the right to immediately suspend service to the Agency when applicable policies are violated. The Department of Public Safety may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected. All costs for reconnection service are the responsibility of the Agency. The Department of Public Safety shall have the authority to inspect and audit the equipment, records, and operations of the Agency to determine compliance.
15. Either the Department of Public Safety or the Agency may, upon 30 days notice, in writing, discontinue service.
16. The Agency is subject to audit by the following to ensure the Agency is in compliance with this TLETS Agency/Equipment Agreement, including all applicable rules, polices and procedures: Texas Department of Public Safety, the Federal Bureau of Investigation and any authorized agent or representative of the Texas Department of Public Safety or the Federal Bureau of Investigation.
17. The Agency will be responsible for the physical security of all DPS supplied equipment. The Agency Administrator, who executes this agreement, will also execute an equipment receipt form at the time of the equipment installation or at the time of the execution of this agreement if the equipment has already been installed.
18. This Agreement will become effective on \_\_\_\_\_

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

TEXAS DEPARTMENT OF PUBLIC SAFETY

AGENCY ADMINISTRATOR

By: Steven C. McCraw By: \_\_\_\_\_

Printed Name: Steven C. McCraw Printed Name \_\_\_\_\_

Title: Director Title: \_\_\_\_\_

Date: 08/03/2009 Date: \_\_\_\_\_