

## **TLETS AGENCY EQUIPMENT AGREEMENT**

1. This document constitutes an agreement between the Texas Department of Public Safety (DPS), State Administrator of the Texas Law Enforcement Telecommunication Systems (TLETS), and the following criminal justice agency as defined in Section 66.001(5) of the Texas Code of Criminal Procedure,

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

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 DPS and the Agency.
4. DPS will manage TLETS communications and criminal justice information systems 24/7. However, these systems may not be available all the time due to necessary maintenance or failures, which the Agency accepts before signing this agreement. Such issues will not be seen as negligence by DPS. DPS is not responsible for service interruptions caused by events beyond its control, like strikes or natural disasters, and such interruptions will not be considered a breach of the agreement. Additionally, DPS will serve as the State Control Terminal Agency to help exchange information with various entities, including the FBI, the Texas Department of Motor Vehicles, and other state and national databases like the National Crime Information Center (NCIC), Interstate Identification Index (III), Texas Crime Information Center (TCIC), and others that may be implemented in the future.
5. The Department of Public Safety reserves the right to restrict the type and scope of data to which the Agency may have access. DPS will provide system training of terminal operators at no charge to the Agency at a time and location to be designated by DPS. The obligation of DPS to incur training costs is conditional upon sufficient funds being appropriated, budgeted, and available to DPS. No financial liability will be incurred by DPS under 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, other State databases, 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, certified and informed of policies and procedures that govern these systems. The Agency must also ensure that all TLETS operators/employees have access to the Crime Records Division 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 SD-WAN interconnection standards. This determination may be made by DPS or its authorized designee. Connectivity between the terminal and DPS shall be arranged by DPS. Terminal equipment shall be installed in a location where only authorized personnel may have access to said equipment. The equipment provided by DPS may not be modified, moved or changed without approval of DPS. No additional devices may be added to the equipment without prior DPS approval.
10. DPS shall provide to the Agency the required hardware and software, hereinafter referred to as the Software Defined Wide Area Network (SD-WAN). The equipment provided along with the Agency's own internet service will provide access to the DPS TLETS SD-WAN Network. The Agency shall be responsible for maintaining all state issued SD-WAN equipment and providing the router a path to the internet to allow the device to reach the DPS SD-WAN controller.

The costs of any repairs or adjustments to the SD-WAN shall be carried by DPS unless the necessity for any said repair or adjustment was caused by the negligence of the Agency as determined by DPS in which case the cost shall be carried by the Agency. The Agency will be solely responsible for securing and paying for their agencies internet connection which is required for the SD-WAN solution. Failure to pay the costs of repairs or adjustments of the SD-WAN equipment 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 DPS 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 DPS not receive funding, to assume SD-WAN/LTE costs if service is still desired.
13. Unless the Agency is designated as "inquiry only", it is authorized to enter data into the NCIC and TCIC databases. For detailed guidance on proper use of the NCIC/TCIC systems, refer to the NCIC Operating Manual, NCIC Code Manual, and the TCIC/TLETS Operating Manual.
14. DPS reserves the right to immediately suspend service to the Agency when applicable policies are violated. DPS 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. DPS shall have the authority to inspect and audit the equipment, records and operations of the Agency to determine compliance.
15. Either DPS or the Agency may discontinue service.
16. The Agency is subject to audit by the following to ensure the Agency is in compliance with this TLETS Agency/Equipment Agreements, including all applicable rules, policies and procedures: DPS, the Federal Bureau of Investigation (FBI) and any authorized agent or representative of DPS or the FBI.
17. The Agency will be responsible for the physical security of all DPS equipment supplied. The Agency Administrator, who executes this agreement, will also execute an equipment receipt form at the time of the equipment delivery or at the time of the execution of this agreement if the equipment has already been received.
18. This agreement expires one year after signing and must be completed annually.

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

Texas Department of Public Safety

*Margarete Perryman*

Margarete Perryman  
Manager, Crime Information Bureau  
Crime Records Division  
Texas Department of Public Safety

Agency Administrator

Signature

Printed Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

Date: \_\_\_\_\_