

USER AGREEMENT
DRIVER LICENSE IMAGE RETRIEVAL SYSTEM

Driver License Division – Customer Support

This document constitutes an agreement (“User Agreement”) between the Texas Department of Public Safety (“TXDPS”), which is the state administrator of the Texas Driver License Image File, and the governmental agency, referred to herein as the “User Agency,” which is (i) a law enforcement or criminal justice agency or (ii) an agency of this state investigating an alleged violation of state or federal law as authorized under Chapter 730 of the Texas Transportation Code.

USER AGENCY: Fort Bend County by and through Fort Bend County Constable Pct. 1

ADDRESS: 1517 Eugene Heimann Cir. #200, Richmond, TX 77469

This User Agreement is made pursuant to Texas Transportation Code, Chapter 730. This User Agreement sets forth the duties and responsibilities of the User Agency in order to gain access to the Driver License Image Retrieval (DLIR) System.

TXDPS agrees to maintain, operate, and oversee the DLIR System (“System”) on a 24-hour basis to provide driver record information including name, driver license or identification certificate number, address, date of birth, and the associated photographic digital image, to (i) a law enforcement or criminal justice agency or (ii) an agency of this state investigating an alleged violation of state or federal law as authorized under Chapter 730 of the Texas Transportation Code.

Driver record information contains Personal Information protected under the federal Driver’s Privacy Protection Act of 1994, 18 U.S.C. §2721 *et seq.*, and the state Motor Vehicle Records Disclosure Act, Tex. Transp. Code, Chapter 730. Personal Information includes, but is not limited to, an individual’s name, driver license or identification certificate number, address, telephone number, date of birth, medical or disability information, an individual’s photograph or computerized image, and any information that identifies a person. Access, disclosure, and use of Personal Information is restricted by the statutes referenced in this paragraph, violation of which may result in civil and criminal penalties. The User Agency hereby certifies that it is eligible to obtain this Personal Information under Tex. Transp. Code §730.007. The photographic digital images in the driver record are “highly restricted personal information” under 18 U.S.C. §2725(4), and the User Agency hereby certifies that it is permitted access to these highly protected photographic digital images under Tex. Transp. Code §730.007(c).

The User Agency shall restrict access to, use of, and disclosure of Personal Information, including photographic digital images, obtained from the System to authorized operators who are either (i) law enforcement personnel with a law enforcement agency or criminal justice agency for an official law enforcement purpose or (ii) an agency of this state investigating an alleged violation of state or federal law as authorized by Chapter 730 of the Texas Transportation Code. Any access, use, or disclosure not required for the purposes of this User Agreement or for any unofficial purpose is strictly prohibited.

The User Agency shall not permanently store or maintain a database of Personal Information, including photographic digital images, obtained from the System.

TXDPS may restrict the type and scope of data provided to the User Agency. TXDPS may limit access to the System. The User Agency shall limit System inquiries to only those of significant importance. If TXDPS determines that the User Agency is making excessive inquiries to the System, TXDPS may require the User Agency to limit its inquiries to the System to a certain number set by TXDPS in its sole discretion. The User Agency's failure to reduce its number of inquiries to the System may result in the termination of this User Agreement.

If the User Agency provides Personal Information from the System to another criminal justice or law enforcement agency which is not operating under a User Agreement as provided herein, the User Agency shall verify in writing with the third party criminal justice or law enforcement agency that it shall abide by the same laws, access and security provisions, and all rules, policies and procedures applicable to the User Agency under this User Agreement. The User Agency shall maintain records of any criminal justice or law enforcement agency that received such information and the permitted law enforcement use for which it was obtained for a period of five (5) years. The User Agency shall control further dissemination of the information obtained from TXDPS under this User Agreement. The User Agency shall not provide a digital photographic image to any third party that is not a law enforcement or criminal justice agency.

The User Agency shall provide to TXDPS, in a format required by TXDPS, the information necessary to establish System access by the User Agency's authorized operator(s). TXDPS will establish access for each authorized operator in a timely fashion. TXDPS may limit the number of authorized operators to which it establishes access during a given time period to accommodate access from multiple user agencies.

The User Agency shall notify TXDPS within ten (10) calendar days of each change in employment status for an authorized operator with access to the System. Failure to make such notification may result in termination of this User Agreement.

The User Agency shall inform each authorized operator of the laws, rules, policies, and procedures that govern the System and this User Agreement. Any violation of a provision of this User Agreement by an authorized operator may result in the termination of that authorized operator's access or termination of this User Agreement.

The User Agency shall abide by all applicable laws of the United States and the State of Texas, all access and security provisions of this User Agreement, and all TXDPS rules, policies, and procedures regarding the processing, retrieval, dissemination, and exchange of System information or Personal Information, including any photographic digital image.

The User Agency shall pay all costs associated with the operation of its interface with the System and to acquire, establish, and maintain the hardware and software necessary to support the System.

TXDPS may immediately suspend access to the System by the User Agency if the User Agency or its authorized operator violates any law, rule, policy, or procedure applicable to this User Agreement. TXDPS may reinstate access to the System by the User Agency or its authorized operator upon satisfactory assurance of adequate corrective action, to be determined in TXDPS' sole discretion. The User Agency shall pay all costs to reconnect access to the System.

At any time during the term of this User Agreement and for a period of five (5) years after the termination of this User Agreement, TXDPS reserves the right to audit the User Agency's records and documents regarding compliance with this User Agreement. The User Agency shall maintain records regarding the use and dissemination of System information and shall provide such records to TXDPS immediately upon its request. The User Agency shall permit TXDPS to inspect and audit the equipment, records, and operations of the User Agency and each authorized operator necessary to determine compliance with this User Agreement. The User Agency shall provide TXDPS a current listing of all authorized operators immediately upon TXDPS' request.

TXDPS retains ownership of each System record, including a photographic digital image. TXDPS may, without notice to the User Agency, change the content or format of a System record, information, or data. TXDPS makes no representation or warranty as to the accuracy of the records, information, or data within the System.

TXDPS expressly disclaims responsibility for failure to timely deliver a System record, information, or data, and such failure or delay may occur due to staff shortages, failures of appropriations, breakdowns of equipment, compliance with statutory changes, acts of authority exercised by a public official, acts of God, or other circumstances. TXDPS has no responsibility or liability to the User Agency for undelivered records or delayed System records, information, and data.

The User Agency shall mail all correspondence to TXDPS regarding this User Agreement to the following address:

Texas Department of Public Safety
Driver License Division-Customer Support
P.O. Box 4087
Austin, Texas 78773-0360
(512) 424-5755

TXDPS shall mail all correspondence to the User Agency regarding this User Agreement to the following address and contact person, to be referred to as the "Agency Point of Contact," designated by the User Agency below. The User Agency agrees to notify TXDPS within ten (10) calendar days of any change in this information:

Name: Deputy Cory Hansen

Address: 301 Jackson St.

City, State, Zip Code: Richmond, TX 77469

Telephone: 281-342-4536

Fax: 281-342-4545

Official Business Email Address: Cory.Hansen@fortbendcountytexas.gov

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Notices to the addresses shown above shall be deemed received: (i) when delivered in hand and a receipt granted; (ii) three (3) calendar days after it is deposited in the United States mail; or (iii) when received if sent by confirmed facsimile or confirmed email.

Any waiver of any breach or default of this User Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

This User Agreement shall become effective on the date executed by the User Agency. This User Agreement shall automatically renew on a yearly basis unless otherwise terminated under this User Agreement.

Either party may terminate this User Agreement upon written notice to the other party. Further, TXDPS may terminate this User Agreement if the User Agency fails to comply with any provision of this User Agreement or is otherwise in default by providing written notice to terminate, which termination shall become effective immediately upon the User Agency's receipt of the notice.

The User Agency shall immediately inform TXDPS of any unauthorized release of Personal Information provided to the User Agency or any breach or compromise of the System by the User Agency. This obligation applies whether the unauthorized release was by the User Agency or its authorized operator(s) or by a person or entity that acquired Personal Information from the User Agency, directly or indirectly. The User Agency shall notify TXDPS of any breach of system security as required under Section 521.053(c) of the Texas Business and Commerce Code, and shall cooperate fully with TXDPS in any investigation thereof.

The User Agency is solely responsible for the actions or omissions of its employees and officers.

Any provision of this User Agreement that imposes a continuing obligation on the User Agency, including but not limited to the following, shall survive the expiration or termination of this User Agreement for any reason: confidentiality and security obligations; notice regarding any unauthorized disclosure or breach; and any other provision that imposes a continuing obligation on the User Agency.

In WITNESS WHEREOF, the signatory for the User Agency hereby represents and warrants that he/she has full and complete authority to sign this User Agreement on behalf of the User Agency.

USER AGENCY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____