

TEXAS DEPARTMENT OF PUBLIC SAFETY**CRIME RECORDS SERVICES****NATIONAL DATA EXCHANGE (N-DEx) USER/EQUIPMENT AGREEMENT**

This document constitutes an agreement between the Texas Department of Public Safety (TXDPS), State Administrator of the National Data Exchange (N-DEx), P.O. Box 4143, Austin, Texas, 78765-4143 and a criminal justice or law enforcement agency, hereinafter referred to as the User Agency.

AGENCY Fair Bend County

ADDRESS _____

The User Agency will ensure that only approved persons performing authorized criminal justice functions have access to N-DEx.

N-DEx information, including any analytical products derived there from, may not be used as a basis for action or disseminated outside User Agency for any purpose or in any other manner, unless the User Agency first obtains the express permission of the agency or agencies that contributed the information in question. Specifically included within this prohibition are any inclusion on N-DEx information in an official case file and any use of subpoenas. User Agency may not electronically retain N-DEx information without obtaining the N-DEx contributing agency's permission. When N-DEx information is summarized or otherwise documented, the User Agency shall indicate that the information was obtained from N-DEx.

Notwithstanding the requirement in the preceding paragraph that N-DEx information not be used as a basis for action or disseminated without first obtaining the permission of the contributing agency, in accordance with and to the extent permitted by applicable law, court process, or applicable guidelines, immediate dissemination on N-DEx information without such permission can be made if the User Agency determines that:

- (a) there is an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to U.S. national security; and
- (b) it is necessary to disseminate such information without delay to any appropriate recipient for the purpose of preventing or responding to such a threat, danger, or harm.

The User Agency shall immediately notify TXDPS and the N-DEx contributing agency if it disseminates any N-DEx information under this exception. Any requests for reports or information in N-DEx from anyone other than a party to this User Agreement will be directed to the N-DEx User Agency which contributed the data.

TXDPS RESPONSIBILITIES REGARDING N-DEx

TXDPS agrees to maintain, operate, and manage N-DEx communications and criminal justice information systems on a 24 hour, 7 day per week and 365 days a year basis. TXDPS further agrees to act as the State Administration Agency to facilitate the exchange of information between the User Agency and the following agencies: Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) National Data Exchange (N-DEx). TXDPS Driver's License Files (DL), Sex Offender Registration (SOR), Texas Department of Criminal Justice (TDCJ) probation/parole data and other data files may be implemented in future applications of information available to authorized users.

TXDPS reserves the right to restrict the type and scope of data to which the user may have access. TXDPS will provide system training to N-DEx users at no charge to the User Agency at a time and location to be designated by TXDPS. The obligation of TXDPS to incur training costs is conditional upon sufficient funds budgeted and available. No financial liability will be incurred by TXDPS by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.

TXDPS may provide or assist User Agency with the initial installation of adapter hardware, records management system (RMS) and/or jail management system (JMS) software enhancements or interface functionality(s). User Agency RMS and/or JMS software enhancements delivered as the result of custom developed N-DEx functionality are the property of the User Agency or User Agency RMS/JMS software vendor. User Agency is responsible for maintaining the capability to submit data to N-DEx following User Agency RMS/JMS enhancements or replacements.

TXDPS agrees to maintain its applicable N-DEx hardware, software and functionality including data adapter extraction and export methodology/technology plus future implementation(s) involving National Information Exchange Model (NIEM) Information Exchange Package Documentation (IEPDs). This determination may be made by TXDPS or its authorized designee.

N-DEx maintains an audit capability that will log the date, time, event type, and originating account of all user queries. N-DEx will maintain the audit logs for the life of the records accessed.

TXDPS reserves the right to immediately suspend service to the User Agency when applicable policies are violated. Service may be reinstated following such instances upon receipt of satisfactory assurances that such violations have been corrected. All costs for reconnection service are the responsibility of the User Agency. TXDPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine compliance.

USER AGENCY RESPONSIBILITIES REGARDING N-DEx

The User Agency may only access and use N-DEx information for official criminal justice and national security purposes. N-DEx information cannot be accessed or used for any other purpose. User Agency agrees to allow TXDPS to share User Agency data contributed to N-DEx with other authorized criminal justice agencies.

The User Agency shall abide by all laws of the United States and the State of Texas, and shall abide by all present or hereinafter approved rules, policies and procedures of N-DEx and the CJIS Security Policy, concerning the collection, storage, processing, search, retrieval, dissemination and exchange of criminal justice information.

If the User Agency provides N-DEx derived criminal justice information to another criminal justice or law enforcement agency, which at that time is not operating through N-DEx pursuant to a N-DEx User Agreement, then it shall be the responsibility of the User Agency to verify that the non-user agency abides by the laws of the United States and the State of Texas and the operational policies of the applicable systems.

The User Agency agrees to appoint an N-DEx User Administrator responsible for:

- a. Acting as the single point of contact for N-DEx issues;
- b. Ensuring compliance with this agreement, current and future versions of policies and procedures regarding N-DEx, and all applicable state and federal laws;
- c. Vetting, authorizing and managing users through the role based user management tools provided in N-DEx;
- d. Terminating user access immediately upon user separation from the agency or otherwise become ineligible for access;
- e. Ensuring that all users from that agency are trained and informed of policies and procedures;
- f. Reporting security incidents to the TXDPS CJIS Information Officer (ISO), as required by the User Agency's CJIS Security Addendum.

The User Agency must notify the N-DEx State Administrator immediately whenever the incumbent User Administrator is replaced.

User Agency certifies that all User Agency staff with access to N-DEx have undergone background checks consistent with Texas or federal requirements, so long as, at a minimum, those requirements included a criminal history and state and national fingerprint check.

The User Agency shall manage information system accounts, including establishing, activating, modifying, reviewing, and disabling accounts. The agency shall validate information system accounts at least annually and shall document the validation process.

Account management includes assignment of associated authorizations. The agency shall identify authorized users of the information system and specify access rights/privileges. The agency shall grant access to the information system based on :

1. Valid need-to-know/need-to-share that is determined by assigned official duties.
2. Satisfaction of all personnel security criteria.

The User Agency shall be responsible for maintaining the User Agency RMS and/or JMS in good working order. The User Agency agrees to maintain its applicable hardware, RMS, JMS, and adapter interface functionality(s) to maintain complete and continual functionality with N-DEx. User Agency hardware (including workstations utilized to access), RMS, JMS and adapter interface shall be installed in a location where only authorized personnel have access.

The User Agency is responsible for providing its own internet connectivity and maintenance which meets CJIS Security Policy requirements.

Each N-DEx contributing User Agency retains sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to N-DEx, and each User Agency may, at will and at any time, update, correct, or delete the information that it contributes to N-DEx. Each N-DEx contributing User Agency has the sole responsibility to ensure that information that it contributes to N-DEx was not obtained and is not maintained in violation of any federal, state, or local law applicable to that agency.

In addition, each N-DEx contributing agency has the sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into N-DEx. N-DEx User Agency will duly report to TXDPS and the contributing User Agency, in writing, any instance in which N-DEx information is used in an unauthorized manner. Such notice is to be provided in a timely manner within three days of when the party first learned of the unauthorized use.

Each N-DEx contributing User Agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy, upon entry and continuing thereafter, of information that it contributes to N-DEx. Should TXDPS receive a challenge to, or reasonable question about, the accuracy of the information in N-DEx, TXDPS will notify the N-DEx User Agency.

Any User Agency data or process related to N-DEx that could affect and cause degradation of service to other N-DEx users must be authorized by TXDPS prior to implementation. TXDPS reserves the right to refuse such application on N-DEx should resources not be available, or in the best interest of the N-DEx users.

N-DEx USER AGREEMENT TERMINATION AND DURATION

This N-DEx User Agreement will enter into force on the day it is signed by the last party and it will remain in effect until terminated or modified by both parties. This N-DEx User Agreement may be terminated at any time upon the mutual written consent of the parties. In the event that both parties consent to terminate this N-DEx User Agreement, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

Either party may terminate this N-DEx User Agreement upon 30 days written notice to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following will apply:

- (a) The terminating party will continue participation, financial or otherwise, up to the effective date of termination.
- (b) Each party will pay the costs it incurs as a result of termination.
- (c) All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during a party's participation in this User Agreement shall survive any termination.

User Agency, to the extent authorized by law, agrees to indemnify and save harmless TXDPS, 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 of enjoyment of this Agreement.

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

USER AGENCY Fort Bend County

By Robert E. Hebert

* Must be individual who is authorized to contractually obligate the agency.

Title County Judge

Signature 

Date 2-26-2013

Approved As To Legal Form
Muhallazrange 2/14/13
Asst. County Atty. Date