

OKLAHOMA DEPARTMENT OF PUBLIC SAFETY

OKLAHOMA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEMS

TERMINAL USER AGREEMENT

This document constitutes an agreement between the Oklahoma Department of Public Safety (DPS), State Administrator of the Oklahoma Law Enforcement Telecommunications Systems (OLETS) Division and the

AGENCY Federal Bureau Of Investigation

ADDRESS 3301 West Memorial Road

Oklahoma City, OK 73134

ORI OKFBIOC00

hereinafter referred to as the USER AGENCY, a Criminal Justice or Law Enforcement agency. This agreement grants computer access to the Oklahoma Law Enforcement Telecommunications Systems (OLETS) for the purpose of exchanging criminal justice information subject to the conditions contained herein.

I. DEFINITIONS:

- A. USER AGENCY----a duly authorized criminal justice/law enforcement agency as defined in Department of Justice Regulations, Title 28 C.F.R., Part 20, Subpart A, Section 534. This includes Terminal Agencies and Non-Terminal Agencies.
- B. TERMINAL AGENCY----a criminal justice/law enforcement agency having DIRECT (computer) access to the OLETS Network.
- C. NON-TERMINAL AGENCY----a criminal justice/law enforcement agency having INDIRECT access to the OLETS Network. Non-terminal agencies are assigned to a terminal agency for DIRECT access to the OLETS Network.
- D. STATE CONTROL TERMINAL AGENCY----Referred to in this document as the acronym (SCTA). This is the Department of Public Safety's (OLETS) Division.

II PURPOSE OF AGREEMENT:

The Department of Public Safety agrees to maintain, operate and manage the OLETS Telecommunications and Criminal Justice Information Systems on a 24-Hour, 7 Day per week basis. The OLETS Division further agrees to act as the STATE CONTROL TERMINAL AGENCY (SCTA) to facilitate the exchange of criminal justice information between the USER AGENCY and the following computer interfaces; National Crime Information Center (NCIC); the National Law Enforcement Telecommunications System (NLETS); the Department of Public Safety State Computer Files (SCOM); the Oklahoma Tax Commission Vehicle Registration Files (VREG); the Oklahoma State Bureau of Investigation Files (OSBI); the Office of Juvenile Affairs Data Base, (JOLTS) and other data bases that may be implemented in future applications of information available to qualified users.

III. TERMS OF AGREEMENT:

The terms of this agreement shall remain in effect indefinitely or until canceled or suspended by either party. The Department of Public Safety/OLETS reserves the right to suspend or terminate immediately all or portions of service to the USER AGENCY when applicable policies are violated. The Department of Public Safety/OLETS may reinstate the suspended or terminated service upon receiving written documentation and satisfactory assurance that such violations have been corrected. During any period of temporary suspension of services, the USER AGENCY will still be responsible for monetary obligations regarding its portion of USER fees.

The USER AGENCY shall abide by all the laws of the United States and the State of Oklahoma and shall abide by all present or hereinafter approved rules, policies and procedures of OLETS and ALL COMPUTER INTERFACES concerning the collection, storage, processing, retrieval, dissemination and exchange of Criminal Justice Information. The USER AGENCY shall abide by all responsibilities and duties that have been developed to ensure, Reliability, Confidentiality, Completeness, Timeliness and Accuracy of all records contained in or obtained from said systems.

The Department of Public Safety/OLETS reserves the right to restrict the type and scope of data to which the USER AGENCY may have access.

The USER AGENCY will use the Systems by means of procedures and techniques established and published in operation manuals conforming to the Systems outlined in this agreement.

DPS/OLETS TERMINAL AGREEMENT
REV. October 1, 2002

IV CHANGE OF AGENCY HEAD AND OLETS LIAISON:

The USER AGENCY must notify the Department of Public Safety/OLETS as soon as possible when the agency head and/or the OLETS Liaison changes at the USER AGENCY or NON-TERMINAL AGENCY assigned to the USER AGENCY for OLETS access.

V. TERMINATION OF SERVICE:

The Department of Public Safety/OLETS or the USER AGENCY may, upon 30 days written notice, terminate service. Such termination of service by OLETS may include the removal of any or all equipment.

VI. TRAINING/OLETS DIVISION:

The Department of Public Safety/OLETS will provide system training of terminal operators at a designated time and location. The USER AGENCY shall keep terminal operators informed of all policies and procedures governing said systems and shall ensure all operators are certified as prescribed by the Department of Public Safety/OLETS Operator Certification Program.

VII TRAINING/USER AGENCY:

The USER AGENCY may conduct limited OLETS Certification Classes at the local level. The USER AGENCY agrees to conduct these classes at the direction of DPS/OLETS. And must abide by all rules and regulations established by DPS/OLETS.

VIII TERMINAL OPERATORS/BACKGROUND SCREENING:

The USER AGENCY is required to conduct a thorough screening of all prospective terminal operators. State and national criminal record checks by fingerprint identification must be conducted. The background screening should also include a complete driving record check and other pertinent information.

The USER AGENCY must notify the Department of Public Safety/OLETS immediately when a prospective terminal operator's background screening indicates the existence of a criminal record. The applicant's access to the OLETS system will be delayed pending review of arrest and fugitive records.

DPS/OLETS TERMINAL AGREEMENT
REV. October 1, 2002

When identification of the applicant has been established by fingerprint comparison and he/she is found to be a fugitive from justice or to have been convicted of a FELONY or SERIOUS MISDEMEANOR the matter will be reviewed by appropriate individuals of the USER AGENCY. At the completion of the review, the USER AGENCY must notify the Department of Public Safety/OLETS in writing, if it intends to grant the applicant access to the OLETS network. Failure of the USER AGENCY to notify OLETS may warrant immediate suspension or termination of access to the OLETS Network by the USER AGENCY.

If the Department of Public Safety determines access to the OLETS Network by the applicant would not be in the public interest, such access will be denied. The USER AGENCY will be notified in writing of the access denial.

IX. BACKGROUND INVESTIGATIONS FOR EMPLOYMENT/LICENSING:

Due to the variance in state laws and policies, the OLETS Network can not be used for issuance of PERMITS, LICENSING or NON-CRIMINAL JUSTICE employment purposes.

X. DRIVER'S PRIVACY PROTECTION ACT (DPPA) 18 U.S.C., SEC. 2721 et.seq.

The USER AGENCY agrees to comply with the DPPA and further agrees not to release any information inconsistent with the DPPA and to use any information provided by the OLETS Network only in accordance with provisions of the DPPA and OLETS.

XI. AUDIT/INSPECTION/AUTHORITY (47 O.S. 1991, Section 2-124)

The Oklahoma Law Enforcement Telecommunications Systems Division shall have the authority to AUDIT state and local law enforcement and criminal justice agencies to ensure compliance with federal laws as well as rules pertaining to the OLETS Network.

XII. TERMINAL EQUIPMENT:

The Department of Public Safety/OLETS is responsible for the procurement, installation and maintenance of terminal equipment and circuit facilities provided by vendors. Terminal and interface equipment shall be installed in a location where only authorized personnel may have access to said equipment. Data circuits between the USER AGENCY and OLETS shall be arranged by OLETS.

DPS/OLETS TERMINAL AGREEMENT
REV. October 1, 2002

The equipment or circuit may not be modified, moved or changed without approval of OLETS. No additional devices may be added to the equipment or data circuits without prior approval of OLETS.

The USER AGENCY agrees that any additional equipment (hardware or software) other than the OLETS Standard Configuration shall be compatible with OLETS Telecommunications standards. The determination of compatible equipment shall be made by OLETS or its designee.

XIII. MOBILE DATA/WIRELESS ACCESS:

If the USER AGENCY has additional telecommunications access to the OLETS System by Mobile Data or Wireless devices, then such access is subject to the provisions of this Terminal Agreement.

XIV. USER AND INSTALLATION FEES:

The USER AGENCY is solely responsible for and agrees to pay the Department of Public Safety/OLETS monthly user fees and/or additional costs for any non-standard terminal equipment or additional circuits that may be installed.

The USER AGENCY is solely responsible for all costs invoiced by and payable to the Department of Public Safety or its contractors for initial installation costs or additional installation costs for any non-standard terminal equipment or circuits that may be installed.

XV. ABUSE OR DAMAGE OF TERMINAL EQUIPMENT/REIMBURSEMENT OF COSTS:

The USER AGENCY agrees to reimburse the Department of Public Safety/OLETS any maintenance costs including replacement parts and labor attributed to operator error, neglect or abuse of said terminal equipment. The OLETS equipment must be maintained in a well ventilated area, free from dust and smoke and cleaned on a weekly basis. Failure to do so, will be considered neglect of the equipment, subject to said maintenance costs including replacement parts and labor.

XVI. SERVICE AREA/NON-TERMINAL AGENCIES:

The Department of Public Safety/OLETS reserves the right to assign NON-TERMINAL AGENCIES to any USER AGENCY. This service must be provided by the USER AGENCY regardless of financial or other agreement for such service with the NON-TERMINAL AGENCY.

If the USER AGENCY provides criminal justice information to another criminal justice or law enforcement agency, which at that time is not operating on OLETS pursuant to a USER agreement, then it shall be the responsibility of the USER AGENCY to verify that the NON-TERMINAL AGENCY abides by the laws of the United States and the State of Oklahoma and the Operational Policies of the applicable systems.

The USER AGENCY shall maintain an up-to-date NON-TERMINAL AGREEMENT with any agency assigned to the USER AGENCY for access to OLETS.

XVII. MANAGEMENT CONTROL:

If the USER AGENCY system access is located in a noncriminal justice agency, such as a 911 Center, the center must be under the MANAGEMENT CONTROL of the USER AGENCY.

MANAGEMENT CONTROL is defined as the authority and responsibility to set and enforce (1) priorities; (2) standards for the selection, supervision and termination of personnel; and (3) policy for governing the operation of computers, circuits and telecommunications terminals used to process, store or transmit criminal history information.

A written MANAGEMENT CONTROL agreement must be executed between the USER AGENCY and the noncriminal justice agency assuring that the USER AGENCY has management control over the noncriminal justice agency. An up-to-date copy of the agreement must be approved and filed with the Department of Public Safety/OLETS.

XVIII. PENALTIES FOR NON-COMPLIANCE/FEDERAL:

Any non-compliance with the terms of this agreement concerning the use and dissemination of criminal history record information may subject the USER or USER'S officers or employees to a fine of not more than \$10,000 as provided for in Department of Justice Regulations, Chapter 1 Title 28, C.F.R., Part 20, Subpart 20.25 and/or discontinuance of service as provided by Department of Justice Regulations, Chapter 1, Title 28, C.F.R., Part 20, Subpart 20.38.

XIX. PENALTIES FOR NON-COMPLIANCE/STATE:

Any person charged with custody and dissemination of confidential and privileged information or in receipt of such information from the OLETS system shall neither divulge nor disclose any such information except to federal, state, county or city law enforcement or criminal justice agencies. Any person violating this section (47 O.S.2-129) or section (47 O.S. 2-124) shall be deemed guilty of a misdemeanor punishable by imprisonment in the county jail for not more than one (1) year.

XX. INDEMNIFICATION OF THE DEPARTMENT OF PUBLIC SAFETY:

USER AGENCY agrees to indemnify and hold harmless the Oklahoma Department of Public Safety, its Commissioner and employees from and against any and all claims (CIVIL AND CRIMINAL), demands, actions and suits (CIVIL AND CRIMINAL), including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment of any cause or action whatsoever, arising out of or involving any negligence on the part of the USER AGENCY or NON-TERMINAL AGENCY and their employees in the exercise of enjoyment of this agreement.

THIS AGREEMENT WILL BECOME EFFECTIVE ON 10/06/2008

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSED THIS AGREEMENT TO BE EXECUTED BY THE PROPER OFFICER AND OFFICIALS.

**OKLAHOMA DEPARTMENT
OF PUBLIC SAFETY**

BY Gene Thaxton



TITLE Director, OLETS

DATE 10/06/2008

USER AGENCY

BY James E. Finch



TITLE Special Agent In Charge

DATE 10/06/2008