

Sulphur Springs Police Department, Franklin County Sheriff's Office, and Hopkins County
(of which all parties are situated in the State of Texas)

for access to a hosted Secure Facility with Information Technology Resources and NET Data System/s and Government Software

WHEREAS, Sulphur Springs Police Department, the primary service agency (hereinafter referred to as "PSA") has a Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, Franklin County Sheriff's Office, the backup service agency (hereinafter referred to as "BSA") has Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, Hopkins County, the requesting service agency (hereinafter referred to as "RSA") wishes to make use of the PSA and BSA Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software to fulfill their purpose and mission; and

WHEREAS, PSA and BSA has an obligation to the Texas Department of Public Safety (DPS) to ensure its facility resources, services and criminal justice information are secured in a manner consistent with FBI Criminal Justice Information Systems (CJIS) policies and procedures; and

WHEREAS, cooperation among adjoining and adjacent cities and counties is not only a proper exercise of governmental powers and duties under and pursuant to, Texas Government Code Chapter 791.003 (1), 791.003 (3) (n), and 791.011 (c) (2), but will also permit and be conducive to the furnishing of such services in the most cost-effective way possible and,

WHEREAS, all parties wish to enter into this agreement to mutually benefit from certain economies realized through the sharing of secure facility resources and administrative functions associated with the routine operation of government to support public safety.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, the PSA, BSA, and RSA agree as follows:

1. **Term:** This agreement shall have a term of (1) year from the date of execution and shall automatically renew without further action of any party, unless otherwise terminated as allowed in this Agreement. This Agreement may be terminated in its entirety by either party by providing a (180) day written notice to the other party.

2. **Fees:** All parties agree the PSA and BSA will neither charge nor owe the RSA any fees for access to secure Information Technology Resources and NETData Systems and Government Software. Any financial obligations that may occur from any vendor used by the PSA and/or BSA for providing this service/s or by the RSA for obtaining access to this service/s under this Agreement is the sole responsibility of the party by which contracted with the vendor and shall be payable from current revenues available to the respective vendor.

3. **Duties and Covenants of the PSA and BSA:** The PSA and BSA agrees to host a Secure Facility with Information Technology Resources and NETData Systems and Government Software to provide a cost-effective solution for the administrative functions associated with the routine operation of government for the RSA. NETData Systems will be segregated without connection to the PSA, and BSA'S systems, TLETS and local network. The hosted Information Technology Resources will include:

- 3.1 Secured facility access to NET Data's authorized employees for maintenance, operation and management of NET Data's System. Authorization of access will not be granted unless the CJIS Security Addendum Certification, fingerprint and background checks, and CJIS Security Awareness Training requirements along with notification to all parties have been met as stated in the CJIS Security Policy
- 3.2 NET Data System/s and Government Software for Collections, Records Management and Data Processing
- 3.3 NET Data's portage connectivity device with a NIST FIPS 140-2 certification for secure access
- 3.4 NET Data's communication service for connectivity to the Portage device, System/s, and Government Software

4. Duties and Covenants of the RSA: the RSA agrees:

- 4.1 To not permit any unauthorized individual or entity, access to the PSA and/or BSA's secured hosted Information Technology Resources
- 4.2. To ensure all individuals or entities that are granted access on behalf of the RSA are authorized in accordance to all Federal, State and Local Government laws, rules and regulations.
- 4.3 To ensure that all authorized individual or entities abide by all present and hereafter enacted Federal, State, and Local Government laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of CJI and/or CHRI data.
- 4.4 To advise authorized individuals or entities that any unauthorized retrieval, use or dissemination of confidential information is a violation of state law (Texas Government Code Section 411.085) and can lead to the filing of criminal charges, in addition to cancellation of access to the stated services in this Agreement provided by the PSA and BSA.
- 4.5 Upon discovery, notify the PSA, BSA and NET Data of any violation by an individual or entity, of any applicable Federal, State and Local Government laws, rules and regulations relating to the collection, storage, retrieval, use, destruction, disclosure and/or dissemination of CJI and/or CHRI data.
- 4.6 Though the RSA's data will be physically stored at the PSA and BSA the data belongs to the RSA. The RSA is solely responsible for its accuracy, quality and reporting, including compliance with Federal, State and Local Government laws, rules and regulations.

5. Severability: The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

6. Authorization: All parties agree that this Agreement must be authorized by the governing body of each party to the Agreement.

THIS AGREEMENT made and entered into this _____ day of _____, _____, by and between the BSA, PSA, and the RSA.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Name, title of signatory authority for PSA
Sulphur Springs Police Dept.

Date: 5-14-2019

Attest: Dale Roberts

Name, title of signatory authority for BSA
Franklin County Sheriff's Off.

Date: 5-13-19

Attest: Betty Green

Name, title of signatory authority for RSA
Hopkins County

Date: 11-14-19

Attest: Donna L. Linn

