

TEXAS DEPARTMENT OF PUBLIC SAFETY

CRIME RECORDS SERVICES

LAW ENFORCEMENT ENTERPRISE PORTAL (LEEP) PARTICIPATION AGREEMENT

This document constitutes an agreement between the Texas Department of Public Safety (TXDPS), State Administrator of the Law Enforcement Enterprise Portal (LEEP), P.O. Box 4143, Austin, Texas, 78765-4143 and a criminal justice or law enforcement agency, hereinafter referred to as the Participant Agency.

PARTICIPANT AGENCY _____

ADDRESS _____

The Participant Agency will ensure that only approved persons performing authorized criminal justice functions have access to authorized services within LEEP.

LEEP, and the services offered within, are vital to the law enforcement and criminal justice communities. The Participant Agency will assign at least one (1) LEEP Account Administrator (AA) to manage accounts for agency personnel. The AA will also act as the point of contact for the TXDPS regarding LEEP.

TXDPS RESPONSIBILITIES REGARDING LEEP

TXDPS agrees to manage LEEP communications. TXDPS further agrees to act as the State Administration Agency to facilitate the exchange of information between the Participant 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 agrees to maintain its applicable LEEP hardware, software and functionality including data extraction and export methodology/technology, plus future implementation(s) involving National Information Exchange Model (NIEM) Information Exchange Package Documentation (IEPDs).

PARTICIPANT AGENCY RESPONSIBILITIES REGARDING LEEP

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

The Participant 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 LEEP and the CJIS Security Policy,

concerning the collection, storage, processing, search, retrieval, dissemination and exchange of criminal justice information.

The Participant Agency agrees to appoint a LEEP Account Administrator responsible for:

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

The Participant Agency must notify the LEEP State Administrator whenever the incumbent Head of the Agency is replaced.

The Participant Agency must immediately complete and submit a new User Agreement and LEEP Account Administrator form with the signature of the new Head of the Agency.

The Participant Agency must notify the LEEP State Administrator immediately whenever the incumbent Account Administrator is replaced or leaves the agency.

Participant Agency certifies that all Participant Agency staff with access to LEEP 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 Participant Agency shall manage information system accounts, including establishing, activating, modifying, reviewing, and disabling accounts. The Participant Agency shall validate information system accounts at least annually and shall document the validation process.

Account management includes assignment of associated authorizations. The Participant Agency shall identify authorized users of the information system and specify access rights/privileges. The Participant 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.

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

In addition, each data contributing Participant 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 LEEP. LEEP Participant Agency will duly report to TXDPS and the data contributing Participant Agency, in writing, any instance in which LEEP information is used in an unauthorized manner. Such notice is to be provided within three days of when the party first learned of the unauthorized use.

Each data contributing Participant 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 TXDPS. Should TXDPS receive a challenge to, or reasonable question about, the accuracy of the information in LEEP, TXDPS will notify the LEEP Participant Agency.

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

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

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

LEEP PARTICIPATION AGREEMENT TERMINATION AND DURATION

This LEEP Participation Agreement will enter into force on the day it is signed by the Participant Agency and it will remain in effect until terminated or modified by both parties. This LEEP Participation 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 LEEP Participation 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 LEEP Participation 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 Participation Agreement shall survive any termination.

Participant 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 Participant 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.

PARTICIPANT AGENCY

By Lina Hidalgo

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

Title County Judge

Signature _____

Date _____

APPROVED AS TO FORM

CHRISTIAN D. MENEFEE
County Attorney

By: Sarah Hodges
Sarah Hodges
Assistant County Attorney
C.A.O. File No. 22GEN3545

ORDER OF COMMISSIONERS COURT

Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2022 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF THE AGREEMENT BETWEEN HARRIS COUNTY AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and law-fully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, by and through Harris County Fire Marshal's Office the Agreement with The Texas Department of Public Safety for the purpose of allowing Harris County Fire Marshal's Office to access the Law Enforcement Enterprise Portal. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.