

# OKLAHOMA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEMS

## MOBILE DATA TERMINAL USER AGREEMENT

This document constitutes an agreement between the Oklahoma Law Enforcement Telecommunications System (OLETS) as defined in Department of Public Safety, Title 47 2-124 and the

**AGENCY:**

**ADDRESS:**

**ORI: OK**

hereinafter referred to as the USER AGENCY, a Criminal Justice or Law Enforcement agency. This agreement grants computer access to 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.
- B. **SERVICE TERMINAL AGENCY**----Referred to in this document as the acronym (STA). This is a criminal justice/law enforcement agency having **DIRECT** access to the OLETS Network, providing **DIRECT MOBILE** access to a **USER AGENCY**.
- C. **MOBILE DATA TERMINAL AGENCY**----a criminal justice/law enforcement agency having **DIRECT MOBILE** access to the OLETS Network via a laptop computer, tablet computer or a hand held device [Personal Digital Assistant (PDA)] through a (STA).
- D. **STATE CONTROL TERMINAL AGENCY**----Referred to in this document as the acronym (SCTA). This is the Department of Public Safety's (OLETS) Division.
- E. **TERMINAL AGENCY COORDINATOR**---Referred to in the document as the acronym (TAC). This is the point of contact at the agency, regarding operational issues. They are also responsible for monitoring usage and ensuring compliance with OLETS rules and regulations.
- F. **NON-STANDARD EQUIPMENT**---Any equipment not provided by OLETS.

- G. **ROUTER**----An electronic device used in a packet switched network to filter data providing the connectivity path to the internet.
- H **DRIVER'S PRIVACY PROTECTION ACT (DPPA) 18 U.S.C., SEC. 2721 et.seq.**  
Except as provided in subsection (b), a State department of motor vehicles, and any officer, employee, or contractor, thereof, shall not knowingly disclose or otherwise make available to any person or entity personal information about any individual obtained by the department in connection with a motor vehicle record.
- I. **DEVICE USER ACKNOWLEDGEMENT**---An acknowledgement from the device user that they have read and understand Sections XVII and XVIII of this agreement.

**II. PURPOSE OF AGREEMENT:**

OLETS agrees to maintain, operate and manage the OLETS System on a 24-Hour, 7 Day per week basis. OLETS further agrees to act as the 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. OLETS reserves the right to suspend or terminate immediately all or portions of service to the USER AGENCY and/or STA when applicable policies are violated. 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 and/or STA will still be responsible for monetary obligations regarding its portion of USER fees.

The USER AGENCY and/or STA 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 and/or STA 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.

OLETS reserves the right to restrict the type and scope of data to which the USER AGENCY may have access.

**IV. CHANGE OF AGENCY HEAD AND OLETS TAC:**

The USER AGENCY and/or STA must notify OLETS as soon as possible when the agency head and/or the OLETS TAC changes at the USER AGENCY and/or STA.

**V. TERMINATION OF SERVICE:**

OLETS, the USER AGENCY and/or the STA may, upon 30 days written notice, terminate service. Such termination of service by OLETS may include the removal of any or all equipment provided by OLETS.

**VI. TRAINING/OLETS:**

OLETS will provide a 'train the trainer' training session for the designated USER AGENCY and/or STA Trainers, Such trainers shall be Certified OLETS Terminal Operators as prescribed in the OLETS Operation Manual.

**VII. TRAINING/USER AGENCY:**

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

**VIII. TERMINAL OPERATORS/BACKGROUND SCREENING:**

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

The USER AGENCY must notify OLETS immediately in writing 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.

If after review OLETS 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 shall 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 obtained from the OLETS Network only in accordance with provisions of the DPPA and OLETS.

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

OLETS shall have the authority to AUDIT and INSPECT state and local law enforcement and criminal justice agencies to ensure compliance with federal laws as well as rules and regulations pertaining to OLETS.

**XII. AUDIT/INSPECTION BY STA AND USER AGENCY:**

The STA must annually AUDIT the USER AGENCY users to ensure compliance with federal laws as well as rules and regulations pertaining to OLETS.

The USER AGENCY must annually AUDIT their users to ensure compliance with federal laws as well as rules and regulations pertaining to OLETS.

**XIII. EQUIPMENT:**

OLETS is ONLY responsible for the procurement, installation and maintenance of the Data Circuit and the connection device (router) between the USER AGENCY and/or STA and OLETS. The circuit may not be modified, moved or changed without approval of OLETS. No additional devices may be added to this data circuit without prior approval of OLETS.

The USER AGENCY agrees to provide their own hardware and software for their connectivity to the STA and/or connection server which shall be compatible with the OLETS Telecommunications standards. The determination of compatible hardware and software shall be made by OLETS.

**XIV. USER AND INSTALLATION FEES:**

The USER AGENCY and/or STA are solely responsible for all costs invoiced by and payable to OLETS or its contractors for initial installation costs or additional installation costs for any non-standard equipment or circuits that may be required.

The USER AGENCY and/or STA also agree to pay OLETS user fees and/or any additional reoccurring costs which are a result of any non-standard equipment or additional circuits that may be required.

**XV. LOST OR STOLEN MOBILE ACCESS DEVICES:**

In the event a USER AGENCY and/or STA have a mobile device (Laptop Computer, Tablet Computer or PDA) reported as lost or stolen, the agency having the loss must notify OLETS Immediately so the access to OLETS can be disabled.

**XVI. ABUSE OR DAMAGE OF OLETS EQUIPMENT/REIMBURSEMENT OF COSTS:**

The USER AGENCY and/or STA agree to reimburse OLETS any maintenance costs including replacement parts and labor attributed to operator error, neglect or abuse of OLETS provided equipment.

**XVII. 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 AGENCY 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.

**XVIII. 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.

THIS AGREEMENT WILL BECOME EFFECTIVE ON \_\_\_\_\_

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

**OKLAHOMA LAW ENFORCEMENT  
TELECOMMUNICATIONS SYSTEM**

**USER AGENCY**

\_\_\_\_\_  
(User Agency Name)

BY \_\_\_\_\_

BY \_\_\_\_\_

BY Gene Thaxton  
(printed signature)

BY \_\_\_\_\_  
(printed signature)

TITLE: Director, OLETS

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**SERVICE TERMINAL AGENCY**

\_\_\_\_\_  
(Service Terminal Agency Name)

BY \_\_\_\_\_

BY \_\_\_\_\_  
(printed signature)

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

(Note: In the event a Law Enforcement or Criminal Justice Agency is providing Mobile Access only to their officers/agents, then sign at USER AGENCY above.)