

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Tarleton State University**  
**Through its Federally-Funded Rural Law Enforcement Initiative**  
**And**  
**Ector County ISD Police Department**  
**For Participation in the Rural Law Enforcement Information Technology Program**

The Tarleton State University Rural Law Enforcement Information Technology Program (RLEITP) is an initiative of Tarleton State University (Tarleton). RLEITP is designed to facilitate the sharing law enforcement information among participating local, state, federal, and tribal law enforcement agencies. The purpose of this program is to provide the technology necessary for law enforcement agencies to improve their investigative capabilities through electronic information sharing, thereby enhancing officer safety and the ability to protect citizens and their property.

Tarleton, through its Rural Law Enforcement initiative agrees to contribute available funding, technical assistance, and access to information technology systems and facilities to support information sharing between the participating law enforcement agencies.

**Purpose**

This MOU sets forth an agreement between Tarleton and the participating law enforcement agencies, and defines the roles and responsibilities of Tarleton and the participating agencies.

**Agreement**

Tarleton and the participating law enforcement agencies agree to participate in Tarleton's Rural Law Enforcement initiative. This document shall become the governing MOU for participation in the Rural Law Enforcement initiative.

**Responsibilities**

**Tarleton State University**

- a. Tarleton will establish the Rural Law Enforcement Information Technology Program (RLEITP) as a shared information system to the benefit of all participating law enforcement agencies. Tarleton shall be the facilitator for the program.
- b. Tarleton will provide a secure data repository for the storage of the information to be shared. Any data repository designed, developed, purchased, or contracted for by Tarleton shall be deemed a RLEITP data repository.
  1. Tarleton has entered into a contract with the North Central Texas Council of Governments (NCTCOG) for the services of the Law Enforcement Analysis Portal (LEAP).
  2. Data that is shared under the terms of this MOU shall be shared at LEAP's data repository. The LEAP data repository is under management of NCTCOG.

3. User access shall be via secure, unique user names and passwords through the LEAP. NCTCOG has contracted the services of a private security company to provide for system security.
- c. Tarleton may from time to time enter into agreements with other entities to assist in fulfilling the mission of RLEITP. These agreements may incorporate by reference appending MOUs that the participating law enforcement agencies will be asked to complete with the select entities under contract with TSU.
- d. Tarleton will provide project management, technical assistance, and contractual support throughout this project, including but not limited to:
  1. System administration, operation, and management of the RLEITP as directed by the RLEITP Steering Committee.
  2. Contractual obligations for development, implementation, management, maintenance, and expansion of RLEITP.
- e. Tarleton will ensure that appropriate personnel are made available as reasonably necessary to assist with development, implementation, and testing of any hardware or software solutions, and for any training required, for the purposes of this project.
- f. Tarleton will assist in obtaining the cooperation of any third party contractor or vendor approved by them to provide technology solutions as may be reasonably necessary for the purposes of this project.

#### Participating Agencies

- a. The participating agency will comply with RLEITP policies and procedures for the duration of the agency's participation in RLEITP.
- b. The Chief Executive Officer of the participating agency will act as or appoint a representative as the agency's RLEITP point of contact. The agency point of contact will be responsible for the overall coordination of the project on behalf of the agency.
- c. The Chief Executive Officer of the participating agency or that person's appropriate designee will be available as reasonably required, to give guidance and approval to technical and non-technical requirements of this project.
- d. The participating agency will make reasonable accommodations for access by Tarleton/RLEITP staff and its contracted service providers to the agency's facilities and records management systems, as may be required in furtherance of this program.
- e. The participating agency will ensure that appropriate personnel are made available as reasonably necessary to assist with development, implementation, and testing of any hardware and/or software solutions, as well as for any training required, for the purposes of this program.
- f. The participating agency will assist in obtaining the assistance of any third party contractor or vendor associated with their records management system and/or internal or external technology providers, including county or municipal information technology staff, as may be reasonably necessary for the purposes of this program.

## **Understandings**

- a. There will be no cost for information sharing database services provided to the participating agencies. Any costs associated with maintenance, upgrade, or changes required directly to the participating agencies' records management systems (RMS) or existing computer network in order to accommodate implementation of RLEITP interfaces and replication, or costs incurred on behalf of RLEITP as a result of changes to the agency system(s) which adversely effect RLEITP replication, are the responsibility of the individual participating agencies.
- b. The law enforcement information hosted in any RLEITP data repository shall be used for law enforcement purposes only. Only law enforcement agency employees that have been subject to successful background screenings will be allowed access to the RLEITP system. Background screenings must comply with Texas Department of Public Safety and FBI Criminal Justice Information Systems (CJIS) regulations, including fingerprint checks of state and national repositories.
- c. The agency that contributes information shall maintain ownership and control of all of its information at all times. Only the agency with which the information originates has the ability to contribute, modify, or delete any information stored in any RLEITP data repository. Agencies that access other agencies' information shall take no enforcement action based solely on information stored in any RLEITP data repository. Any enforcement action shall be subject to individual agency policy, policies and procedures established by The Texas Law Enforcement Telecommunications System (TLETS), the National Law Enforcement Telecommunications System (NLETS), and any other applicable state or federal policies, procedures, and laws.
- d. Agencies understand that Tarleton cannot guarantee the accuracy of any information stored in RLEITP data repositories. Each agency is solely responsible for any actions or omissions on the part of its employees or agents, resulting from any response to information contained in any RLEITP data repository. To the extent permitted by law, each agency indemnifies and holds harmless Tarleton, its employees and agents, and other RLEITP agencies, their employees and agents for acts or omissions in the collection, sharing, access, and dissemination of RLEITP information. Agencies agree to hold information owners blameless for any harm that may arise due to the inaccuracy of any information they have submitted.
- e. Any agency may discontinue participation in RLEITP by providing thirty (30) days' prior written notice to the Tarleton point of contact of its intent to terminate participation. Tarleton may discontinue a participating agency's service by providing thirty (30) days' written notice to the agency's Chief Executive Officer. All data that is contributed by an agency whose participation is discontinued shall be removed from the RLEITP system as soon as is practical on the date that the agency's participation is discontinued.
- f. Tarleton may terminate this agreement with a participating agency at any time as the result of a violation of this or other agreement entered into by Tarleton and the participating agency. The termination of the agency's participation shall be effective immediately upon signature of written notice by the Steering Committee Chairperson. Service may be reinstated by the Steering Committee upon assurance that all violations have been corrected, and that measures are in place to prevent the occurrence of future violations.
- g. Tarleton may discontinue this service without notice as the result of the loss of funding, facilities, employees, or contracted service.
- h. The point of contact for Tarleton under this MOU is the Rural Law Enforcement IT Specialist, Tarleton State University (currently James J. Cooley, 254-968-1949, [cooley@tarleton.edu](mailto:cooley@tarleton.edu)).
- i. Additional services and functionality may be added as available and feasible.

- j. Additional agencies that wish to participate in RLEITP must agree in writing to the terms of this MOU and to any subsequent rules, conditions, or adjustments promulgated by the RLE Initiative Steering Committee.

This Memorandum of Understanding will be executed in triplicate, and distributed as follows: one with the Participating Agency, one with the individual named as the point of contact in item h above (Understandings section), and one with Tarleton's Assistant Vice President for Finance & Administration.

**Effective Dates**

This Memorandum of Understanding will be effective upon the last date of signature of all parties, and shall remain in effect through August 31, 2012.

In witness thereof, the parties have executed this Memorandum of Understanding as attested to by the authorized representatives whose signatures appear below.

**For Tarleton State University**

**For the Participating Agency**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

James J. Cooley  
Printed Name

\_\_\_\_\_  
Printed Name

Rural Law Enforcement IT Specialist  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date