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# NAVARRO COUNTY

ELMER TANNER  
SHERIFF



MORRIS STEWARD  
CHIEF DEPUTY

## SHERIFF'S OFFICE

CRIMINAL JUSTICE CENTER  
312 WEST 2ND AVE  
CORSICANA, TX 75110  
(903) 654-3001 Office  
(903) 654-3044 Fax

To: Respective Law Enforcement Agencies

From: Sheriff Elmer Tanner

Re: Non-Terminal Agency Agreement

This document constitutes an agreement between the **Navarro County Sheriff's Office**: hereinafter called the **Terminal Agency**, and the ; \_\_\_\_\_ Police Department : hereinafter called the **Non-Terminal Agency**.

The Terminal Agency agrees to provide the Non-Terminal Agency with access to the Texas Law Enforcement Telecommunications (TLETS), The Texas Crime information center (TCIC), and the National Crime Information Center (NCIC), and associated systems on a twenty-four hour, seven days per week basis.

The Non-Terminal Agency agrees to abide by all the law of the United States, the State of Texas, and all preset or hereafter approved rules, policies, and procedures of TLETS, NLETS, TCIC, and NCIC, and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information and exchange of information for criminal justice purposes.

The Terminal Agency reserves the right to suspend service to the Non-Terminal Agency, which may include cancelling of records, entered for the Non-Terminal Agency, when applicable policies are violated. The Terminal Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected. In order to comply with NCIC policies established by NCIC Advisory Board, the Non-Terminal Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Terminal Agency and to immediately notify the Terminal Agency of any changes in status of those reports, to include the need for cancellation, addition, deletion or modification of the records. The Terminal Agency agrees to enter, update, and remove all records for the Non-Terminal Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC hit confirmation requirements the agencies agree to the following:

If the property and missing person records are to be entered with the Terminal Agency's ORI, The Non-Terminal Agency must deliver case reports to the Terminal Agency to be held on file until such time as the record is cancelled or cleared. If the records are to be entered with the Non-Terminal Agency's ORI, the Terminal Agency agrees to immediately forward all requests for hit confirmation that might be received at the terminal to the Non-Terminal Agency. The Non-Terminal Agency agrees to comply with the NCIC ten minutes hit confirmation policy.

If the Non-Terminal Agency is a non-24-hour agency, the records must be entered with the Terminal Agency's ORI and the associated case reports must be held at the Terminal Agency for hit confirmation purposes.

In order to comply with NCIC Validation requirements, the Non-Terminal agrees to perform all validations procedures as required by NCIC on all records entered through the Terminal Agency.

Criminal History Information obtained from the teletype of the Terminal Agency will be handled according to the TCIC/NCIC guidelines by the Non-Terminal Agency. Either the Terminal Agency or the Non-Terminal Agency may, upon thirty days' prior written notice, discontinue the agreement, except in the event the Non-Terminal fails or refuses to comply with any of the provisions herein, in which case the Terminal Agency may terminate this agreement immediately.

The Non-Terminal Agency agrees to indemnify and save harmless the Terminal Agency and its employees as well as the Texas Department of Public Safety, its director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out any false arrests or imprisonment or any excuse of the Non-Terminal Agency or its employers in the exercise of the enjoyment of this agreement.

The Terminal Agency agrees to make available to the Non-Terminal Agency all TLETS/NLETS and TCIC/NCIC publications and policies as are available to it so that the Non-Terminal Agency may comply with the policies of TLETS/NLETS and TCIC/NCIC.

Navarro County Sheriff's office is bound by no Federal, State Law or Statue to provide Law Enforcement Agencies with Non-Terminal Agency access to TLETS/NLETS and TCIC/NCIC. TLETS/NLETS and TCIC/NCIC access through NCSO is a privilege.

[REDACTED]

[REDACTED]

This agreement becomes effective on the \_\_\_ day of \_\_\_\_\_, 2020 . In witness whereof, the parties here to caused agreement to be executed by below listed authorized officers and officials.

**NON-TERMINAL AGENCY**

BY: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: \_\_\_\_\_

**TERMINAL AGENCY**

BY: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: Navarro County Sheriff