



Guidelines for Access to the Harris County Sheriff's Office AFIS System by Regional Agencies. (MOU)

I. Purpose of Guidelines: To set out procedures to be followed for use of fingerprint equipment, purchased by individual Law Enforcement Agencies to access the Harris County Sheriff's Office ("HCSO") Automated Fingerprint Identification System (AFIS). The goal is to "Strengthen information sharing and collaboration capabilities; Expanding regional collaboration." Accordingly the HCSO desires to share access within Harris County as well as surrounding counties' law enforcement agencies.

II. Agreement to follow Guidelines: Any law enforcement agency desiring access to HCSO equipment hereby agrees to abide by these guidelines. This document shall be signed by an authorized representative of the law enforcement agency upon delivery and acceptance of the equipment. All equipment shall only be used for appropriate law enforcement purposes and as allowed in these Guidelines. If for any reason a law enforcement agency no longer desires access to HCSO Fingerprint System the agency must immediately notify the Harris County Sheriff's AFIS Operation's Office.

III. Equipment to be Covered is:

- A. Approved AFIS LiveScan Fingerprint Workstations and included hardware purchased by the regional agency requesting access. The agency may purchase from the vendor of their choice providing the transaction submissions are NIST compatible. The purchasing agency is responsible for any interfaces and software required to make the transaction submissions compatible for acceptance on the HCSO AFIS system.
- B. Approved AFIS Latent Fingerprint Workstations and included hardware purchased by the regional agency requesting access. The agency may purchase from the vendor of their choice providing the transaction submissions are NIST compatible. The regional agency is responsible for any interfaces and software required to make the transaction submissions compatible for acceptance on the HCSO AFIS system.
- C. Approved AFIS Mobile Fingerprint Devices and included hardware purchased by the regional agency desiring access. The agency may purchase from the vendor of their choice providing the transaction submissions are NIST compatible. The purchasing agency is responsible for any interfaces and software required to make the transaction submissions compatible for acceptance on the HCSO AFIS system.

IV. Responsibilities of Purchasing Agencies

Any law enforcement agency desiring access will be responsible for:

A. Costs

1. All costs of workstations and equipment
2. All costs of installation, connections, operation, maintenance (Warranty) and costs incurred by negligence.
3. All costs of personnel necessary to operate the equipment
4. All costs of providing a networked printer to receive the AFIS RapSheet printouts
5. If the purchasing agency desires the ability to print fingerprint cards they will need

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to purchase, at their cost, an FBI certified Lexmark printer.

B. Installation

1. The regional agency agrees to provide the necessary space to locate the LiveScan workstation in a secure location accessible to Law Enforcement personnel and their prisoners.
2. This space must allow for six feet between the LiveScan and the gray screen backdrop. The Livescan Footprint is: 3ft wide, 6 ft tall, 3 feet deep. The background (gray backdrop) is approximately 3ft wide by 6 foot, and 1cm thick.
3. The purchasing agency will provide the location and a telephone number located near the LiveScan to the Harris County Sheriff's Office AFIS Operations Center. The AFIS Operations Center will be notified prior to the LiveScan being moved or taken out of service.

C. Connections

1. The agency agrees to be responsible for installation and maintaining of electric power and networking connections for the LiveScan workstation and the lighting kit and the associated costs.
2. It is recommended that the LiveScan be placed on a UPS circuit or includes a Battery Backup.

D. Operation

1. Purchasing agency must permit access to LiveScan station by Law Enforcement personnel, including DPS, HCSO or others designated by HCSO.
2. The Law Enforcement Agency personnel must be trained on the LiveScan and will report this training to the Harris County Sheriff's Office AFIS Operations so that LiveScan logon accounts can be created.
3. When processing juveniles all applicable state and federal laws will be observed.

E. Maintenance (Warranty)

1. Maintenance and warranty is determined by the purchasing agency and their vendor.
2. It is recommended a minimum of 9X5 maintenance coverage be purchased by agency desiring access at the end of the initial 1 year service & maintenance agreement.
3. The Harris County Sheriff's AFIS Operations maintains a 24x7 Help Desk (713)274-4820. The AFIS Operations Help Desk provides assistance to users and will attempt remote diagnoses for MorphoTrak purchased equipment. Non MorphoTrak equipment will be the responsibility of the purchasing agency and their vendor.

F. Negligence

1. The regional agency will be responsible for damage to the LiveScan, Latent station and/or mobile device resulting from operator negligence. This includes, but is not limited to, fluids permeating the keyboard, mouse, scanner and any other electronic hardware as well as damage to the scanner plate from scratches due to metal objects coming in contact with it.
2. The Vendor will determine if the damage is due to negligence.

G. Liaison

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The law enforcement agency shall appoint a liaison to interact with the HCSO or its designee on any questions or issues arising under these Guidelines. The name and contact information for the liaison shall be provided to the HCSO at the time of delivery of the equipment. Liaison information shall be updated as needed.

V. Disconnection of Equipment

1. If it shall come to the attention of the HCSO or HCSO designee that any equipment is being used in an inappropriate or unlawful manner, HCSO or its designee shall have the right to terminate connection immediately.
2. In the event that a law enforcement agency no longer desires to use the equipment, it shall immediately notify the HCSO or its designee to coordinate disconnection from the HCSO AFIS System.

In consideration for the use of the equipment described herein, an authorized representative of LEAGUE CITY POLICE DEPARTMENT hereby binds said agency to follow the conditions stated herein.
(Name of regional law enforcement agency)

LAW ENFORCEMENT AGENCY

ACCEPTED:

LEAGUE CITY POLICE DEPT.
(Name)

HCSO

(Print name)

Michael W. Kramm
Authorized Representative

Date:

Michael W. Kramm
Name (print)

Chief of Police
Title (print)

Date: 5-29-15

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