

Regional Law Enforcement Agency AFIS Access Memorandum of Understanding

Harris County Sheriff's Office ("HCSO") and Harris County Central Technology Services ("CTS") wish to establish guidelines through this Memorandum of Understanding for access connections to Harris County's Automated Fingerprint Identification System ("HC AFIS"). HCSO desires to share access within Harris County as well as surrounding counties' law enforcement agencies in order to "Strengthen information sharing and collaboration capabilities; expand regional collaboration."

I. AGREEMENT TO FOLLOW GUIDELINES

Any law enforcement agency desiring access to HC AFIS 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 AFIS services. All AFIS services shall only be used for appropriate law enforcement purposes and as allowed in these Guidelines. Network access is provided for use of AFIS services only.

II. HC AFIS

HC AFIS is the regional fingerprint and photograph system maintained by the Harris County Sheriff's Office that provides the regional law enforcement community with automated fingerprint search capabilities, latent searching capability, electronic image storage, and electronic exchange of fingerprints and responses.

The Guidelines stated herein apply to all HC AFIS services, AFIS equipment, and any associated data accessed through connection with HC AFIS.

The regional law enforcement agency requesting access to HC AFIS ("Regional Agency") may purchase AFIS equipment 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 HC AFIS. Equipment that may be used for AFIS services include, but is not limited to the following: Approved AFIS LiveScan Fingerprint Workstations, Approved AFIS Latent Fingerprint Workstations, and Approved AFIS Mobile Fingerprint Devices.

III. RESPONSIBILITIES OF REGIONAL 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; and
5. If the regional agency desires the ability to print fingerprint cards they will need 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.
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 regional agency will provide the location and a telephone number located near the LiveScan to the HCSO AFIS Operations Center. The AFIS Operations Center will be notified prior to the LiveScan being moved or taken out of service.

C. Connections/Operation

1. Regional agency agrees to work with CTS to create and maintain network connectivity using approved solutions.
2. The regional agency agrees to be responsible for installation and maintaining of electric power and networking connections for the AFIS solution. It is recommended that the AFIS solution be placed on a UPS circuit or includes a Battery Backup.
3. Regional agency must permit access to AFIS solutions by Law Enforcement personnel, including DPS, HCSO or others designated by HCSO.
4. The Law Enforcement Agency personnel must be trained on the AFIS solution and will report this training to the HCSO AFIS Operations Center so that AFIS logon accounts can be created.
5. When processing juveniles all applicable state and federal laws will be observed.

D. CJIS Compliance

1. AFIS is a system covered by Section 8.3.2 of the FBI's Criminal Justice Information Systems ("CJIS") Security Policy which states that CJIS systems and data are sensitive information, and security shall be afforded to prevent any unauthorized access, use, or dissemination of the information. Improper access, use, or dissemination of AFIS data is serious and may result in

termination of services, and could lead to the imposition of state and federal criminal penalties as well.

2. Regional agency must agree to maintain CJIS compliance on their side of the connection, including their network access and workstations (security patches, anti-virus, etc.).
3. Regional agency must provide any documentation necessary for Harris County to maintain CJIS compliance.
4. Regional agency must agree to only access AFIS services provided by Harris County from CJIS secure locations, or using their own CJIS compliant remote access VPN solution.
5. Regional agency is not authorized to provide HC AFIS access to any other entities not included in this agreement, or to any entities not within their IT administrative control, unless express written authorization is given by HCSO and CTS.
6. Regional agency must certify that network connections comply with standards of network configuration checklist provided in Attachment A.

E. Maintenance (Warranty)

1. Maintenance and warranty of AFIS equipment is determined by the regional agency and their vendor. It is recommended a minimum of 9X5 maintenance coverage be purchased by regional agency at the end of the initial 1 year service & maintenance agreement.
2. The HCSO AFIS Operations Center 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 regional agency and their vendor.
3. Network support provided by CTS is best effort.

F. Negligence

1. The regional agency will be responsible for any damage to its own AFIS equipment 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. HCSO and CTS are not responsible for malware or other exploits of regional agency originating from the HC AFIS network connection.
3. **REGIONAL AGENCY AGREES TO HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND, INCLUDED 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, ARISING OUT OF OR INVOLVING ANY NEGLIGENCE ON THE PART OF THE REGIONAL AGENCY OR ANOTHER ENTITY OVER WHICH REGIONAL AGENCY EXERCISES CONTROL IN THE EXERCISE OF THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW.

G. Liaison

The regional agency shall appoint a liaison to interact with the HCSO or CTS on any questions or issues arising under these Guidelines. The name and contact information for the liaison shall be provided to the HCSO when access is provided for AFIS services. Liaison information shall be updated as needed.

IV. DISCONNECTION

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

In consideration for the use of HC AFIS services described herein, an authorized representative of _____ hereby binds said agency to
(Name of regional law enforcement agency)

follow the conditions stated herein.

[Signature Page Follows]

LAW ENFORCEMENT AGENCY

By: _____
Signature Authorized Representative
Name: _____
Title: _____
Date: _____
Agency: _____

HARRIS COUNTY SHERIFF'S OFFICE

By: _____
ED GONZALEZ
SHERIFF

Date: _____

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: _____
Barbara Smith Armstrong
Senior Assistant County Attorney

**HARRIS COUNTY CENTRAL
TECHNOLOGY SERVICES**

By: _____
BRUCE HIGH
EXECUTIVE DIRECTOR & CIO

Date: _____

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: _____
Cherelle Sims
Assistant County Attorney
CA File No. 16GEN0616