

November 20, 2020

To: Edison Toquica, Chief Deputy  
Executive Command *E. Toquica*

Darryl A. Coleman, Chief  
Criminal Justice Command

*B. Sturdivant for Chief Coleman 12-8-20 approved*

Patrick Dougherty, Major  
Justice Management Bureau

*11-21-20  
11-23-20  
APP.*

Donald Wine, Captain  
Prisoner Logistics Division

*D. Wine 11-20-20*

From: James Oliver, Manager  
AFIS Operations *James Oliver*

Re: Fort Bend Medical Examiner's Office AFIS MOU 2020

Fort Bend Medical Examiner's Office is interested in purchasing an AFIS Tenprint LiveScan workstation from an approved AFIS vendor. They are also wanting to connect to the Harris County network for the purpose of searching deceased fingerprints.. Fort Bend's M.E. Office is aware they will need to conform to the MOU and any networking requirements as defined by the Harris County Universal Services now or in the future.

Attached is a signed Memo of Understanding submitted to the Harris County Sheriff's Office by Fort Bend's Medical Examiner's office Chief Investigator William Brewster. It now requires acceptance signatures from the Harris County Sheriff's Office, County Attorney's Office and Harris County Universal Services.

Respectfully request a signed copy be returned to the HCSO AFIS Division and to the Fort Bend Medical Examiner's Office.

Any consideration of this proposal would be appreciated.

## **Regional Law Enforcement Agency AFIS Access Memorandum of Understanding**

Harris County Sheriff's Office ("HCSO") and Harris County Universal Services ("HCUS") wish to establish guidelines through this Memorandum of Understanding ("MOU") 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 a regional fingerprint and photograph system maintained by the HCSO 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 ("Regional Agency") requesting access to HC AFIS may purchase AFIS equipment from the vendor of its choice provided 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, and any costs incurred by negligence of Regional Agency;
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 its own 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 Regional Agency's 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 HCUS 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. Regional Agency's law enforcement personnel must be trained on the AFIS solution and will report this training to the HCSO AFIS Operations Center before AFIS logon accounts can be created.
5. When processing juveniles all applicable state and federal laws will be observed.

#### **D. CJIS Compliance**

1. The FBI's Criminal Justice Information Systems ("CJIS") Security Policy, which is incorporated herein by reference as now published or hereafter amended, provides that CJIS systems contain 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 also lead to the imposition of state and federal criminal penalties.

2. Regional Agency must agree to maintain CJIS compliance on its side of the connection, including its 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 its 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 its IT administrative control, unless express written authorization is given by HCSO and HCUS.
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 its 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)755-4387. 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 its vendor.
3. Network support provided by HCUS 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 HCUS are not responsible for malware or other exploits of Regional Agency originating from the HC AFIS network connection.
3. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, THE PARTIES AGREE THAT IN NO EVENT WILL THE COUNTY, DEPARTMENTS, OFFICIALS, DIRECTORS, EMPLOYEES, OR AGENTS OF THE**

**COUNTY BE LIABLE 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 THE REGIONAL AGENCY EXERCISES CONTROL IN THE EXERCISE OF THIS AGREEMENT.**

**G. Liaison**

Regional Agency shall appoint a liaison to interact with the HCSO or HCUS 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 HCUS that HC AFIS is being used in an inappropriate or unlawful manner, HCSO or HCUS shall have the right to terminate the AFIS access connection immediately.
2. In the event that Regional Agency no longer desires to use the equipment, it shall immediately notify the HCSO or HCUS to coordinate disconnection from HC AFIS.

In consideration for the use of HC AFIS services described herein, an authorized representative of Fort Bend County Medical Examiner's Office  
(Name of Regional Agency)

hereby binds said agency to follow the conditions stated herein.

[Signature Page Follows]

**REGIONAL 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: \_\_\_\_\_  
Lisa Hulsey  
Senior Assistant County Attorney

**HARRIS COUNTY  
UNIVERSAL SERVICES**

By: \_\_\_\_\_  
MG Richard J. Noriega (Ret)  
Interim Executive Director & CIO  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
VINCE RYAN  
COUNTY ATTORNEY

By: \_\_\_\_\_  
Cherelle Sims  
Assistant County Attorney  
CA File No. 20GEN2529