

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

Approved

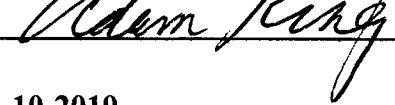
SUBMITTED BY: Sheriff Adam King

TODAY'S DATE: 4-22-19

DEPARTMENT:

X Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD:

X 

REQUESTED AGENDA DATE:

X 5-10-2019

SPECIFIC AGENDA WORDING:

Approval of Texas DPS Latent Workstation User Agreement

PERSON(S) TO PRESENT ITEM:

Sheriff Adam King

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 3 min.

ACTION ITEM: _____

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** X

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: X

ISS DEPARTMENT: _____

AUDITOR: _____

PURCHASING DEPARTMENT: _____

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: _____

OTHER: _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

TEXAS DPS
LATENT WORKSTATION USER AGREEMENT



This document constitutes an agreement between the Texas Department of Public Safety, Administrator of the State MBIS (Multimodal Biometric Identification System), and

User Agency Name Johnson County Sheriff's Office
Primary Contact Name MARK D. Reinhardt
User Agency Address 1102 E Kilpatrick Cleburne, TX 76031
Primary Contact Email mreinhardt@johnsoncountytx.org
Primary Contact Phone Number 817-776-1704

a law enforcement agency, hereinafter referred to as User Agency. This agreement sets forth the duties and responsibilities of the Department of Public Safety (DPS) and the User Agency.

The DPS agrees to maintain, operate and manage access to the state MBIS for the purpose conducting latent fingerprint or palm print searches. The User Agency's failure to abide by the conditions of this agreement may result in the termination of the service provided by this agreement.

Subject to the conditions set forth in this agreement, the User Agency may utilize access to the state MBIS and/or various Federal databases to search latent fingerprint or palm print images against the images stored in the state MBIS system, and/or register latent fingerprint, or palm print, images to the unsolved latent database in the state MBIS system and/or the FBI AFIT system. The DPS reserves the right to restrict the type and scope of system applications to which the User Agency may have access. Any application by the User Agency that could affect and cause degradation of service to other users must be authorized by the DPS prior to implementation. The DPS reserves the right to refuse such applications should services or resources not be available, or in the best interest of the MBIS users. The DPS reserves the right to monitor and limit, if necessary, the number of transactions the User Agency may submit. The User Agency shall not permit any person or entity, other than the User Agency's authorized employees, to utilize this access. The DPS shall ensure that updates to the state MBIS are performed in a timely manner.

The User Agency may conduct searches of the state MBIS and various Federal databases, only for those purposes permitted by state and federal laws, rules, and regulations. The User Agency shall abide by all laws of the United States and the State of Texas, and shall abide by all present or hereinafter approved rules, policies and procedures concerning the collection, storage, processing, retrieval, dissemination and exchange of criminal justice information.

The User Agency is required, and agrees to report statistical information to the Department, including, but may not be limited to, the number of searches against state and federal databases, and the number of "hits"/identifications made as a result of these searches. The User Agency agrees to report these numbers on a monthly basis, using the reporting site developed and maintained by The Department, for this purpose.

The User Agency shall provide and maintain sufficient qualified latent fingerprint examiners to meet its latent print workload throughput rate. Agency personnel must be qualified to perform pattern type classification and comparison of latent prints to rolled prints. The User Agency recognizes that qualified latent fingerprint personnel are essential since a list of possible candidates and corresponding candidate and search images are provided in response to an inquiry.

The User Agency agrees to follow all policies and procedures established by the DPS and maintain compliance with the FBI CJIS Security Policy. These procedures include, but are not limited to, all operators agree to search the state system and verify the response before searching any and all other fingerprint and/or palm print identification systems. The User Agency agrees to have all operators trained, evaluated, and certified according to the DPS certification policies prior to the issuance of a password. The User Agency also agrees to keep all terminal operators informed of policies and procedures that govern latent print processing and to notify the DPS when an employee is no longer active or qualified.

FOR AGENCIES WITH DEPARTMENT OF PUBLIC SAFETY OWNED EQUIPMENT

This section applies only to those agencies who host a DPS owned AFIS remote site workstation.

The remote MBIS workstation shall be interfaced to the central MBIS system operated by the DPS. The State of Texas, by virtue of having made purchase of the workstation, in whole or in part, retains title to this equipment and will monitor its use and operation to ensure the volume of transactions justifies continued placement in the User Agency. Failure to abide by the conditions of this agreement may result in the removal of this equipment from User Agency.

The DPS shall provide all equipment necessary for the operation of the remote MBIS workstation including the telecommunications link with the central site. The DPS will pay all telecommunications line costs to directly link the remote MBIS terminal to the central MBIS and will pay all maintenance costs directly to the vendor. The obligation of the DPS to incur telecommunications line costs and maintenance costs shall be conditional upon sufficient funds budgeted and available to the DPS. No financial liability shall be incurred by the DPS by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement. The User Agency shall provide a secure area for the remote workstation equipment that is accessible only to authorized personnel. Control of such access shall be ensured through the use of locks, guards and/or other appropriate means. Authorized persons shall be clearly identified. This area must be accessible to qualified User Agency personnel 24 hours a day, 7 days a week.

The User Agency shall provide the proper environmental conditions and electrical power for the operation of the remote workstation equipment. The User Agency is responsible for the costs of preparing and maintaining the site for the equipment to the specifications provided by the DPS. The User Agency agrees to share the remote MBIS workstation equipment to the maximum extent possible, which may include processing transactions for neighboring criminal justice agencies, or sharing the remote MBIS equipment with neighboring agencies. The User Agency may share the remote MBIS equipment with other criminal justice agencies provided they have entered into a written agreement, which has been approved and signed by the DPS, for other agencies' personnel to operate the remote workstation equipment. In this case, it shall be the responsibility of the User Agency to verify that other agencies' personnel be qualified latent fingerprint personnel, trained on MBIS and screened by the DPS, and that these agencies' personnel abide by the laws of the United States and the State of Texas and the operational procedures and policies.

The DPS does not object to the User Agency entering into a mutual agreement with other agencies, which has been approved by the DPS, for the User Agency to charge a reasonable fee to offset its expenses incurred while processing the other agencies' requests. However, the User Agency understands and agrees that profiting by charging other agencies for access to the State provided Remote MBIS Workstation is prohibited.

The User Agency agrees that the remote MBIS workstation equipment or telecommunications link may not be modified, moved or changed without prior written approval of the DPS. No additional devices may be added to the equipment without prior DPS approval.

The User Agency agrees to begin telecommunications line cost payments if there are insufficient funds appropriated by the legislature for the DPS to pay these costs. The User Agency will be responsible for all costs of supplies such as, but not limited to, printer paper, printer toner/ribbons, tracing film and film for the camera equipment.

Any loss due to physical damage to the equipment or the theft of the equipment will be the responsibility of the User Agency at no expense to the State of Texas.

FOR AGENCIES WHO UTILIZE ULW (UNIVERSAL LATENT WORKSTATION) SOFTWARE

This section applies to all agencies who utilize ULW software.

The User Agency shall provide the DPS with the User Agency's ORI number. The DPS will provide the User Agency with the required encryption software necessary to submit transactions with ULW Software. The software will also provide the Use Agency a means for decrypting return messages received by the User Agency.

FOR ALL USER AGENCIES

This section applies to all User Agencies.

The DPS reserves the right to immediately suspend service to the User Agency when applicable policies are violated. The DPS may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected. The DPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine compliance.

The User Agency agrees to indemnify and save harmless the Texas DPS, its Director, and employees from and against any and all claims, demands, actions and suits, including 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 whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise or enjoyment of this agreement, to the extent permitted by law.

The User Agency and the DPS recognize that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

This Agreement shall become effective on the date signed by the User Agency.

In **WITNESS WHEREOF**, the parties hereto caused this Agreement to be executed by the proper officers and officials.

USER AGENCY

ORI# TX 1260000
Signature: *Mark Reinhardt for Sheriff Adam King*
Printed Name: Adam King (Mark Reinhardt for SO)
Title: Johnson County Sheriff
Date: May 10, 2019

MAIL TO:
*Texas Department of Public Safety
Crime Records Service
P.O. Box 4143
Austin, TX 78765-4143
Attn: Cathleen McClain*

OR EMAIL TO:
cathleen.mcclain@dps.texas.gov