



AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM

USER AGREEMENT

between the

SOUTH CAROLINA LAW ENFORCEMENT DIVISION

and the

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Whereas, the \_\_\_\_\_ (hereafter referred to as the User Agency) desires to connect a remote latent and/or livescan workstation to the automated fingerprint identification system (hereafter referred to as the CENTRAL AFIS) managed and operated by the South Carolina Law Enforcement Division (hereafter referred to as SLED) for the express purpose of processing fingerprints secured by the USER AGENCY.

The following is hereby agreed to:

1. **Purpose of Agreement:** This Agreement authorizes the USER AGENCY to directly connect through a leased line telecommunications circuit or other SLED approved connection methodology an automated fingerprint workstation as set forth above for the express purpose of processing fingerprints secured by the USER AGENCY. This Agreement sets forth policy in regards to the processing of information by the USER AGENCY on the CENTRAL AFIS and in no way attempts to establish policies, rules or regulations in regards to the operation of the remote latent and/or livescan workstation owned by the USER AGENCY, except as such operation might affect the overall operation and performance of the CENTRAL AFIS.
2. **Duties and Responsibilities of the USER AGENCY:**
  - a. **Costs:** It is expressly understood and agreed to by the USER AGENCY that all costs:
    1. Associated with the acquisition, maintenance, and operation of the remote latent and/or livescan workstation is the sole responsibility of the USER AGENCY.
    2. Associated with establishing and maintaining communications from the remote latent and/or livescan workstation to/with the CENTRAL AFIS including the installation of a telecommunications circuit, modem, communications server ports, and any other hardware or software deemed necessary by either SLED or the CENTRAL AFIS manufacturer with agreement from SLED is the sole responsibility of the USER AGENCY.
    3. Associated with information security on the USER AGENCY's Criminal Justice Information Systems (CJIS) network, to include but not limited to, antivirus software, malware protection, firewalls, routers, etc. will be the sole responsibility of the USER AGENCY.

AGENCY. SLED assumes no responsibility if the remote machine is compromised and has the right to disconnect any machine that is found to be infected or breached.

- b. **Training:** In order to ensure that personnel knowledgeable of the operation of the remote latent and/or livescan workstation and who possess an understanding of the operation, goals and objectives of the CENTRAL AFIS it is hereby agreed to by the USER AGENCY that they will:
  1. Maintain the proficiency of their users, to include, but not limited to, familiarity with the operation of the remote latent/livescan workstation, interpretation of the results from latent searches, and techniques utilized to realize efficiency in the operation of the remote station both within the USER AGENCY and in relation to the workstation's operation within the CENTRAL AFIS. SLED may recommend additional training as necessary if operational or procedural deficiencies within the USER AGENCY are observed.
- c. **Use of CENTRAL AFIS for Livescans:** As currently configured, the CENTRAL AFIS is a very complex independent computer system designed to serve a number of South Carolina users. For this reason, it is imperative that the CENTRAL AFIS be managed and operated in an environment that will provide equitable processing of fingerprints within a time frame conducive to the overall CENTRAL AFIS objectives.
  1. Pursuant to Section 23-3-120(B), South Carolina Code of Laws, a person subjected to a lawful custodial arrest for a state offense must be fingerprinted at the time of booking. Fingerprints taken by the USER AGENCY pursuant to this section must be transmitted to CENTRAL AFIS within three days of booking, excluding weekends or holidays, for the purpose of identifying record subjects and establishing criminal history record information.
- d. **Use of CENTRAL AFIS for Latents:** As currently configured, the CENTRAL AFIS is a very complex independent computer system designed to serve a number of South Carolina users. For this reason, it is imperative that the CENTRAL AFIS be managed and operated in an environment that will provide equitable processing of unknown latent impressions within a time frame conducive to the overall CENTRAL AFIS objectives.
  1. **Prime Time Processing:** Inasmuch as, the CENTRAL AFIS will serve many users, whether through workstations directly connected to the CENTRAL AFIS or through the submission of suspect fingerprints to SLED for processing, limitations regarding the number of transactions submitted for processing during prime time must be restricted. For the purposes of this agreement, prime time is defined as the period between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Based on the transaction demands currently realized on the CENTRAL AFIS, the USER AGENCY is hereby authorized to submit a maximum of fifty single fingerprint images for processing on the CENTRAL AFIS at a time during prime time. It should be expressly understood that this number of single fingerprint image submission is subject to change in the future. The USER AGENCY agrees to abide by decisions made by SLED in regards to adjustments in the number of transactions submitted by the USER AGENCY during prime time.

2. **Nonprime Time Processing:** Based on the transaction demands currently realized on the CENTRAL AFIS, the USER AGENCY is hereby authorized to submit up to one hundred single fingerprint images for processing on the CENTRAL AFIS during nonprime time on any given day.
3. **Limitation on Verification Packet/Candidate Lists:** The USER AGENCY recognizes that the volume of verification packets returned as a result of a search request has a direct

impact on the operation of the CENTRAL AFIS. The limit for candidate verification packets or candidate search list is fifteen. In rare instances, an increase to the number of verification packets or candidate search lists may be required. Any increase to this number would be based on the quality of the unknown latent impression, the severity of the crime, and the training and experience of the operator.

It is expressly understood that these restrictions are based on transaction volumes currently being realized on the CENTRAL AFIS, as well as estimates on future transaction volumes and are subject to change. The USER AGENCY agrees to accept any modifications to the allowable candidate/verification packets returned to a remote latent workstation deemed necessary by SLED.

3. **Duties and Responsibilities of SLED:**

- a. **Costs:** As currently configured, SLED will fund all costs associated with the management, operation and maintenance of the CENTRAL AFIS which includes all hardware, software, and personnel necessary to facilitate the operation of the:
  - 1. The CENTRAL AFIS system and directly associated equipment to make the CENTRAL AFIS available for use by the USER AGENCY.
  - 2. Tenprint workstation configuration to support SLED's Central Record Repository.
  - 3. Latent workstation configuration to support SLED's Forensics Division - Latent Fingerprint Section.
  - 4. Uninterrupted power supply to stabilize power to the CENTRAL AFIS and workstations listed in 2 and 3 above.

It is SLED's intent to continue to fund the CENTRAL AFIS as set forth above as long as available funds for such service are provided to SLED.

- b. **Training:** SLED will not provide formal training in regards to AFIS, other than conducting an AFIS orientation course for the USER AGENCY. Other than associated travel costs, this training will be provided at no cost to the USER AGENCY.
- c. **Other Assistance:** As time permits, SLED will assist any USER AGENCY personnel, upon request, in interpreting results received from conducting a latent search on the CENTRAL AFIS. Additionally, SLED will provide limited assistance in clearing or correcting operational problems with the USER AGENCY workstation. However, the USER AGENCY has a responsibility to ensure personnel are adequately trained on the operation of the livescan workstation and/or remote latent workstation and should rely on individual maintenance agreement(s) between the USER AGENCY and the agency selected livescan/remote latent workstation vendor. The USER AGENCY personnel should first seek to resolve technical problems with the agency selected livescan/remote latent workstation vendor before requesting assistance from SLED.

4. **Suspension of Service:** SLED reserves the right to suspend service to the USER AGENCY for:

- a. **Permanent:**
  - 1. Violation of any of the terms of this agreement.
  - 2. Violation of any policy and/or procedure governing the operation of the USER AGENCY workstation as it relates to the CENTRAL AFIS.

- b. **Temporary:** SLED reserves the right to temporarily suspend service to the USER AGENCY for the purpose associated with the optimum operation of the CENTRAL AFIS. It must be expressly understood that scheduled preventative maintenance will be required to be performed on the CENTRAL AFIS, as well as other scheduled performance tasks. SLED will evaluate the impact of such matters as it relates to all users and attempt to lessen the impact on use of the CENTRAL AFIS by the USER AGENCY as much as possible. SLED, however, will maintain sole discretion as to the time such tasks are performed on the CENTRAL AFIS.
- 5. **Cancellation:** Either SLED or the USER AGENCY may cancel this agreement upon thirty (30) day notice to the other party, providing that justification for such termination is submitted by the cancelling party at the time of notice.
- 6. **Security:** The USER AGENCY agrees to limit access to remote latent and/or livescan workstation and immediate area to only authorized personnel. The USER AGENCY also agrees to abide by the most current version of the FBI CJIS Security Policy.
- 7. **Effective Date:** This agreement will become effective on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In witness whereof, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

SOUTH CAROLINA LAW  
ENFORCEMENT DIVISION

USER AGENCY

Mark A. Keel  
CHIEF

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
                    CSO  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_