

AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM

USER AGREEMENT
between the

SOUTH CAROLINA LAW ENFORCEMENT DIVISION

and the

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 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 regulation's 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 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 the SLED or AFIS manufacturer with agreement from the SLED is the sole responsibility of the USER AGENCY.
 - 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:
 1. Require all USER AGENCY personnel to successfully complete the initial instructional course provided by 3rd Party Vendor in regards to the operation of the remote latent and/or livescan workstation.
 2. Require appropriate USER AGENCY personnel to successfully complete any advance training provided by 3rd Party Vendor as part of acquisition of the remote latent and/or livescan workstation environment, the interpretation of results from latent searches received from the CENTRAL AFIS, and techniques utilized to realize efficiency in both the operation of the remote station within the USER AGENCY and in relation to the workstation's operation within the CENTRAL AFIS environment

3. Require appropriate USER AGENCY personnel to receive minimal training on the remote latent and /or livescan workstation equipment relative to clearing and/or correcting any technical operational problems encountered.
4. Require appropriate USER AGENCY personnel to successfully complete any additional training recommended by the SLED when the need for such training can be shown by the SLED, and the advantages and benefits of such training can be clearly communicated and supported. Costs for such training will be the sole responsibility of the USER AGENCY.
5. **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 and in certain instances the South Carolina AFIS will hopefully assist law enforcement agencies in other states in identifying fingerprints. 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.
6. **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 and in certain instances the South Carolina AFIS will hopefully assist law enforcement agencies in other states in identifying suspect fingerprints. For this reason, it is imperative that the CENTRAL AFIS be managed and operated in an environment that will provide equitable processing of suspect fingerprints within a time frame conducive to the overall CENTRAL AFIS objectives.
 - a. **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 the 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, USER AGENCY is hereby authorized to submit a maximum of fifty - (50) single fingerprint images for processing on the CENTRAL AFIS during prime time. It should be expressly understood that this number of single fingerprint image submission is subject to change in the future. USER AGENCY agrees to abide by decisions made by the SLED in regards to adjustments in the number of transactions submitted by USER AGENCY during prime time.

- b. **Nonprime Time Processing:** Based on the transaction demands currently realized on the CENTRAL AFIS, USER AGENCY is hereby authorized to submit up to one hundred - (100) single fingerprint images for processing on the CENTRAL AFIS during nonprime time.
- c. **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. Except in rare instances, USER AGENCY agrees to restrict candidate verification packets or candidate search list results as follows:

For an Offense of:

Offense Code 1. **Homicide** - not more than thirty-(30) candidate/verification packets.

Offense Code 2. **Sexual misconduct** - not more than thirty- (30) candidate/verification packets

Offense Code 3. **Assault battery with intent to kill** - not more than thirty- (30) candidate/verification packets

Offense Code 4. **Robbery** - not more than thirty- (30) candidate/verification packets

Offense Code 5. **Burglary** - not more than thirty - (30) candidate/verification packets

Offense Code 6. **Larceny** - not more than thirty - (30) candidate/verification packets

Offense Code 7. **Auto theft** - not more than thirty - (30) candidate/verification packets

Offense Code 8. **Drugs** - not more than thirty - (30) candidate/verification packets

Offense Code 9. **Forgery** - not more than thirty - (30) candidate/verification packets

Offense Code 10. **Other** - not more than thirty - (30) candidate/verification packets

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 the SLED.

3. Duties and Responsibilities of the SLED:

- a. **Costs:** As currently configured, the SLED will absorb 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. Mainframe AFIS and directly associated equipment to make the CENTRAL AFIS available for use by USER AGENCY.
 - 2. Tenprint workstation configuration to support the Division's Central Record Repository.
 - 3. Latent workstation configuration to support the Division's Forensics Division - Latent Fingerprint Section.
 - 4. Uninterrupted power supply to stabilized power to the CENTRAL AFIS and workstations listed in 2 and 3 above.

It is the Division's intent to continue to absorb the costs of the CENTRAL AFIS as set forth above as long as available funds for such service are awarded to the Division. It is expressly understood that the Division has no obligation to USER AGENCY to continue to provide such service or maintain the same level of service as provided previously should such funds not be made available to the Division.

- b. **Training:** The Division will not provide formal training in regards to AFIS other than conducting an AFIS orientation course for USER AGENCY. This training will be provided at no cost to the USER AGENCY other than associated travel costs to Division Headquarters in Columbia.
 - c. **Other Assistance:** The Division will, as time permits, assist any USER AGENCY personnel, upon request, in interpreting results received from conducting a latent search on the CENTRAL AFIS. Additionally, the Division will provide limited assistance in clearing or correcting operational problems with the USER AGENCY workstation, however, USER AGENCY has a responsibility to ensure personnel are trained adequately 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**. USER AGENCY personnel should first seek to resolve technical problems with the **Agency Selected Livescan/Remote Latent Workstation Vendor** before requesting assistance from SLED Information Technology Section.
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 USER AGENCY workstation as it relates to the CENTRAL AFIS.
 - b. **Temporary:** SLED reserves the right to temporarily suspend service to 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. The Division 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 USER AGENCY as much as possible. SLED, however, will maintain sole discretion as to the time such tasks are performed on said system.
5. **Cancellation:** Either SLED or USER AGENCY may cancel this agreement upon thirty days notice to the other party; providing justification for such termination is submitted to USER AGENCY at the time notice to cancel is provided to USER AGENCY.
6. **Security:** USER AGENCY agrees to limit access to remote latent and/or livescan workstation and immediate area to only authorized personnel.

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

Mark A. Keel
CHIEF

By: _____

Title: _____

Captain

Date: _____

USER AGENCY

By: _____

Title: _____

Date: _____