

TEXAS DEPARTMENT OF PUBLIC SAFETY
THE DPS MOBILE ID SYSTEM AND THE FBI'S RAPID SEARCH OF THE
REPOSITORY FOR INDIVIDUALS OF SPECIAL CONCERN
USER AGREEMENT

1. **PURPOSE:** This User Agreement hereinafter referred to as the "Agreement", between the Texas Department of Public Safety (DPS) and the following Texas Law Enforcement Agency (LEA):

AGENCY _____
CONTACT NAME _____
CONTACT ADDRESS _____
CONTACT PHONE NUMBER _____
CONTACT EMAIL _____,

hereinafter referred to as the "Parties", is for the limited purpose of accessing the Texas Department of Public Safety (DPS) Mobile ID System (MID) and the Federal Bureau of Investigation (FBI) Repository for Individuals of Special Concern (RISC). This Agreement memorializes the Parties' understandings regarding the transmittal, receipt, storage, use, and dissemination of information relating to this initiative.

2. **BACKGROUND:** The DPS and the FBI maintain millions of digital representations of fingerprint images, features from digital fingerprint images, and associated criminal history record information in the DPS Multimodal Biometric Identification System (MBIS) and the FBI Next Generation Identification system (NGI). Collectively, this data comprises the biometric content, format, and units of measurement for the electronic exchange of information that may be used for positive fingerprint identifications. These systems will help reduce terrorist and criminal activities by improving and expanding biometric services that are provided to the Texas Law Enforcement community.

The DPS MID will provide authorized LEAs with a rapid identification response for searches that contain a minimum of two and maximum of ten fingerprints. The MID will search all criminal fingerprints contained in the DPS MBIS.

The FBI RISC rapid search functionality will provide law enforcement the capability to search a limited population of FBI maintained fingerprints using a minimum of two and maximum of ten rolled or flat fingerprints. These searches will be checked against the RISC, which contains records of Wanted Persons, Known or Suspected Terrorists, and other persons of special interest. RISC data will be extracted from FBI systems on a daily basis. Consequently, the RISC database will NOT always have the most current data available to the FBI.

DPS and FBI responses to apparent fingerprint matches under this initiative will include, but is not limited to: Red (Probable Hit), Yellow (Possible Hit), and Green (No Hit) indicators. DPS responses may also include a mug shot if available and if requested by the authorized LEA.

The LEA has instituted and deployed a localized rapid identification program from mobile and/or fixed sites. The LEA has provided software and fingerprint capture devices that provide law enforcement officers the ability to scan fingerprint images and securely transmit these images to DPS to search the DPS MID. The LEA requested DPS to forward these images to the FBI, via the Criminal Justice Information Systems (CJIS) Wide Area Network (WAN), for comparison against the FBI RISC.

Both the DPS and the FBI shall analyze transactions submitted by the LEA and their authorized contractors to assess system performance and modify system match thresholds.

System availability may be impacted by system outages as well as system maintenance. Accordingly, the DPS and the FBI shall attempt to provide the LEA with advance notice of sporadic system availability, backup recovery limitations, and failover shortfalls. Additionally, the DPS and the FBI may limit the number of transactions that will be accepted from the LEA. The DPS shall inform the LEA of any transaction limitations imposed by the DPS and/or the FBI.

3. **AUTHORITY AND APPROVAL:** The Parties have the authority to enter into this Agreement pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791. The LEA understands that by executing this Agreement the LEA represents to the DPS that the LEA has obtained all applicable approvals of its governing body as required under the Interlocal Cooperation Act and other applicable law.

4. **SCOPE:** This Agreement applies to fingerprint images provided by the LEA when requesting MID and RISC searches and DPS's routing of the requests and the resulting responses.

A. The DPS shall:

1. Accept a minimum of two index flat or rolled type 4 fingerprint image submissions;
2. Accept and route the images to be searched against the DPS MID and the FBI RISC;
3. Forward the DPS and FBI provided rapid responses, to include but not limited to: Red (Probable Hit), Yellow (Possible Hit), and Green (No Hit) indicators;
4. Maintain a log of all transactions and disseminations; and
5. Designate a point-of-contact (POC) for issues and concerns related to this initiative.

B. The LEA shall:

1. Capture/receive fingerprint images from DPS approved mobile and/or fixed capture devices;

2. Submit these fingerprint images to the DPS for a rapid fingerprint search request to the DPS MID and the FBI RISC via the CJIS WAN. The submission methodology will be compliant with FBI's CJIS Security Policy requirements;
3. Accept Red (Probable Hit), Yellow (Possible Hit), Green (No Hit), and other appropriate responses from both the DPS and the FBI;
4. Disseminate the responses to authorized recipients;
5. Designate a POC for issues and concerns related to this initiative;
6. Provide the DPS with background incident information concerning the circumstances and outcomes associated with Red (Hit) notifications received as a result of RISC submissions. The DPS may also request information regarding cases involving the successful use of the DPS MID, and;
7. Develop and deploy an agency policy that defines the appropriate use of the mobile devices. The LEA must provide the DPS with a copy of their appropriate use policy.

5. NON-FUND OBLIGATING DOCUMENT: Nothing in this Agreement requires either the DPS or the LEA to obligate or transfer any funds. Specific work projects or activities that involve the obligation or transfer of funds, services, or property among the various divisions and offices of the DPS and the LEA will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Negotiation, execution, and administration of any further agreements must comply with all applicable statutes and regulations.

6. DISCLOSURE AND USE OF INFORMATION: The DPS MID and the FBI RISC rapid search will be limited to authorized criminal justice agencies for criminal justice purposes. The RISC, and the rapid search thereof, is considered to be a part of the Fingerprint Identification Records System (FIRS). Therefore, all FBI rules regarding access to FIRS and use of information apply. The LEA is prohibited from relying solely on MID / RISC Rapid Search responses as the impetus for any law enforcement action. Instead, search responses serve as potential links between submitted images and true identities that must be independently verified.

7. SETTLEMENT OF DISPUTES: Disagreements between the Parties arising under or relating to this Agreement will be resolved only by consultation between the Parties and to the extent consistent with applicable law will not be referred to any other person or entity for settlement.

8. SECURITY: It is the intent of the Parties that the transfer of information described under this Agreement will be conducted at the unclassified level. Classified information will neither be provided nor generated under this Agreement.

9. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:

- A. All activities under this Agreement will be carried out in accordance to the above described provisions.
- B. This Agreement may be amended or terminated by the mutual written consent of the Parties' authorized representatives.
- C. Either party may terminate this Agreement upon thirty (30) calendar days' prior written notification to the other party. Such notice will be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:
 - 1. The Parties will continue participation, financial or otherwise, up to the effective date of termination.
 - 2. Each Party will pay the costs it incurs as a result of termination.
 - 3. All information, copies thereof, and rights therein received under the provisions of this Agreement prior to the termination will be maintained in accordance with the receiving party's practices.
- D. This Agreement shall enter into force upon signature by the LEA's authorized representatives.

10. RIGHT TO AUDIT: Representatives of the State Auditor's Office, the DPS, the LEA or other authorized representatives of the state of Texas, the DPS or the LEA, shall have access to, and the right to audit, examine, or reproduce, any and all records of the LEA and the DPS related to the performance under this Agreement. The LEA and the DPS shall retain all such records for a period of two (2) years or until all audit and litigation matters the LEA or DPS has brought to the attention of each other are resolved, whichever is longer.

The LEA and the DPS shall include the above section in all subcontractor agreements, if any, entered into in connection with this Agreement.

11. ASSIGNMENT: A party to this Agreement may not assign or transfer its interests under this Agreement.

12. ENTIRETY OF AGREEMENT: This Agreement is the complete and entire agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any, concerning the DPS MID and the FBI RISC. This Agreement shall not affect the provisions of any other agreement between the Parties regarding the provision of other services.

13. PUBLIC INFORMATION ACT: The Parties acknowledge each party is required to comply with the Public Information Act, Texas Government Code, Chapter 552. The Parties maintain information that may be considered confidential or exempt from disclosure under laws administered by that party. To the extent required by law, each party is responsible for replying

to all public information requests for information maintained by that party. Each party shall promptly notify the other party of the receipt of a Texas Public Information Act request relating to confidential or exempt records obtained from the other party and shall coordinate responses as necessary.

14. POINT OF CONTACT: The individuals responsible for overseeing implementation of this Agreement and the identification and resolution of issues hereunder, including shall be:

Biometric Coordinator
Crime Records Division
Texas Department of Public Safety
P.O. Box 4143
Austin, Texas 78765-4143
512-424-2409
livescan@dps.texas.gov

15. This Agreement, which consists of fifteen Sections, will enter into effect upon receipt by the DPS of the signed Agreement. This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the State of Texas, or the officers, employees, agents, or other associated personnel thereof.

LAW ENFORCEMENT AGENCY

ORI # _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**PLEASE EMAIL TO:
BIOMETRIC COORDINATOR AT
LIVESCAN@DPS.TEXAS.GOV**