

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2016 Legislative Session

Legislative Day No. 24

Resolution No. 149-2016

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO ACCEPT SMART GRANT FUNDS, IN AN AMOUNT UP TO FORTY-FIVE THOUSAND DOLLARS (\$45,000) FROM THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES, INFORMATION TECHNOLOGY AND COMMUNICATIONS DIVISION, AND TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE A MEMORANDUM OF AGREEMENT AND A MARYLAND NETWORK LIVESCAN SYSTEM AGENCY AGREEMENT.

WHEREAS, The U.S. Department of Justice, Office of Justice Programs' Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART) Office awarded a "Support for Adam Walsh Implementation" grant to the Maryland Department of Public Safety and Correctional Services; and

WHEREAS, the Office of the Sheriff for Wicomico County submitted a letter of interest to the Maryland Department of Public Safety and Correctional Services, Information Technology and Communications Division, for SMART grant funds and has been awarded up to Forty-Five Thousand Dollars (\$45,000); and

WHEREAS, the SMART grant funds shall be used for the purchase of a LiveScan Fingerprint and Palmprint Scanner; and

WHEREAS, the County Executive recommends accepting the SMART grant funds and entering into a Memorandum of Agreement and Maryland Network Livescan System Agency Agreement with the Maryland Department of Public Safety and Correctional Services, Information Technology and Communications Division.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland as follows:


1. The County Executive is hereby authorized to accept and appropriate SMART grant funds, in an amount up to Forty-Five Thousand Dollars (\$45,000), for the purchase of a LiveScan Fingerprint and Palmprint Scanner.
2. The County Executive is hereby authorized to execute a Memorandum of Agreement, in substantially the same form attached hereto as Exhibit A, and a Maryland Network Livescan System Agency Agreement, in substantially the same form attached hereto as Exhibit B.

Done at Salisbury, Maryland, this 6th day of December, 2016.

ATTEST:


Matthew E. Creamer,
Council Administrator

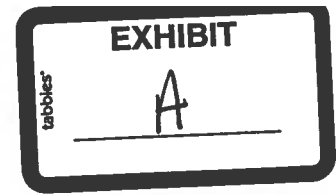
COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND


John T. Cannon,
Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments ____, Failed ____, Withdrawn ____ by the
County Council on December 6, 2016.

Certified by 
Matthew E. Creamer, Council Administrator



**MEMORANDUM OF AGREEMENT
BETWEEN
MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL
SERVICES, INFORMATION TECHNOLOGY AND COMMUNICATIONS DIVISION
AND THE
WICOMICO COUNTY SHERIFF'S OFFICE**

I. PARTIES

The Maryland Department of Public Safety and Correctional Services, Information Technology and Communications Division ("DPSCS/ITCD") by and through its Criminal Justice Information System-Central Repository (CJIS) acting as the State central repository for Criminal History Record Information (hereinafter "CHRI") and the **Wicomico County Sheriff's Office** (hereinafter "Agency"), hereby agree to the following terms, provisions, and conditions.

II. BACKGROUND

In October 2013 the U.S. Department of Justice, Office of Justice Programs' Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART) Office awarded a "Support for Adam Walsh Act Implementation" grant to the Maryland Department of Public Safety and Correctional Services. The federal funding provided through the grant will help to ensure compliance with the Sex Offender Registration and Notification Act (SORNA).

This Agreement will support the Department's goal associated with the project to assist Maryland's local law enforcement agencies increase their capacity to better acquire, manage, transfer, and store sex offender data by procuring certain necessary equipment in order to move towards more timely, accurate, and 100% electronic records.

III. PURPOSE

This Agreement provides for the reimbursement of certain sex offender registration personnel costs and equipment purchased by the Agency and includes the respective responsibilities of the Agency and Department during system operation with regards to equipment and training.

Authorized sex offender registration equipment includes: vehicles, Livescan fingerprint equipment, high volume document scanners, desktop computers, computer monitors, tablet computers, portable printers for the tablet, and accessories related to the maintenance, use and safety of the equipment.

Authorized sex offender registration personnel costs include: Overtime for sworn law enforcement officers and civilian personnel in pursuit of *official* conviction and offense information that the Agency will electronically upload into the Maryland sex offender registry database and home verification.

IV. DPSCS/ITCD/CJIS RESPONSIBILITIES

DPSCS/ITCD agrees to reimburse up to \$45,000 to the Agency for equipment upon submission of receipts to the DPSCS/ITCD for authorized equipment and personnel costs.

- One (1) LiveScan Fingerprint and Palmprint Scanner
- A minimum of 1 year warranty and maintenance

V. AGENCY RESPONSIBILITIES

- A. The Agency shall purchase authorized sex offender registration equipment, hardware and software. All equipment, hardware, and software purchased by the Agency shall remain the property of the Agency, and the Agency shall be responsible for replacement, maintenance, upgrade, and disposal of the equipment.
- B. The Agency shall be responsible for the physical, environmental control, and electrical power specifications that will govern the site installation for the equipment purchased by the Agency.
- C. The Agency shall obtain maintenance and support for this equipment from a vendor certified to maintain the equipment.
- D. While equipment is under its control, the Agency shall be responsible for physical security and costs for the repair of damages due to neglect or misuse.
- E. The Agency shall retain title to all equipment the Agency purchases pursuant to DPSCS/ITCD specifications, including but not limited to computers, printers, scanners, tablets, cameras, and vehicles.
- F. The Agency shall provide sufficient skilled and certified personnel to provide for the efficient and timely operation of the new equipment, hardware, and software.
- G. The Agency shall provide sufficient skilled and certified personnel to provide for the efficient and timely performance of overtime duties related to increasing the number of documents stored electronically in the MOSOR database and for home verification activities.
- H. The Agency shall provide quarterly performance measures to the Maryland Sex Offender Registry Unit until the Agreement is terminated. The quarterly report will include the results of each month in the quarter. Upon approval of the Agreement, a performance measure template will be sent to the Agency. The performance measures will include:
 - The number of absconders, compliant offenders, and non-compliant offenders
 - The number of electronic court, arrest, or other records uploaded to the Registry database
 - The number of paper offender records converted to electronic documents
 - The number of home verifications conducted
 - Number of Parole and Probation COM/ET Team meetings attended

VI. GENERAL PROVISIONS

DPSCS/ITCD/CJIS agrees to notify the Agency thirty (30) days prior to making changes in rules, procedures, and policies incorporated in this memorandum. However, changes in the rules, procedures, and policies required as a result of federal or state executive order, congressional or state legislative enactment, or by court decision shall be implemented as required by law.

VII. PAYMENT

The Agency shall submit receipts documenting the payment of overtime personnel costs and the purchase of the authorized sex offender registration equipment as well as an invoice detailing the amount to be reimbursed. The request for reimbursement must be received before February 28, 2017. The requested reimbursement amount cannot exceed the amount specified in section V of this agreement. Any additional costs shown on the receipts of the sex offender registration equipment purchased by the agency shall be the responsibility of the agency.

The invoice must reference GMS Award #2013-AW-BX-0019 for the SMART FY2013 Program: SORNA Compliance project managed by CJIS SORU Manager, Elizabeth Bartholomew.

Requests for reimbursement will be made to: Maryland Department of Public Safety and Correctional Services, Information Technology and Communications Division, Elizabeth Bartholomew, 6776 Reisterstown Road, Suite 205, Baltimore, Maryland 21215.

VIII. SUSPENSION OR TERMINATION

- A. DPSCS/ITCD/CJIS may immediately suspend this Agreement if the Agency has not, or reasonably appears to have not, been in conformity with the applicable State or federal statutes and regulations, registration standards, policies, or procedures, or the terms of this Agreement. DPSCS/ITCD/CJIS may reinstate this Agreement upon satisfactory assurances that any violations or breaches of applicable authority or the terms of this Agreement did not occur, or that such violations or breaches have been corrected or eliminated.
- B. The terms of this Agreement shall remain in effect until either party agrees to terminate the agreement. This Agreement may be terminated by either party upon ninety (90) days prior written notification being sent to the official business address of the other party. The Agreement may be terminated earlier if both parties as identified by this agreement have agreed upon a date.

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Approved as to form and legal sufficiency:

Stuart M. Nathan
Principal Counsel
Maryland Department of Public Safety
And Correctional Services

Date

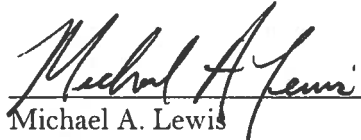
Counsel
Wicomico County

Date

Approved:

Kevin Combs
Chief Information Officer
Maryland Department of Public Safety
And Correctional Services,
Information Technology And
Communications Division

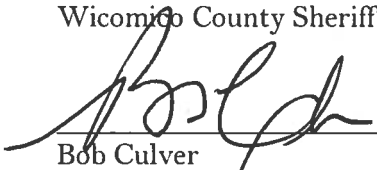
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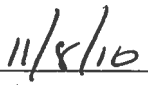
Michael A. Lewis
Sheriff
Wicomico County Sheriff's Office



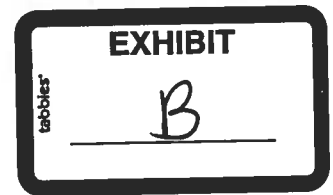
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Bob Culver
Wicomico County Executive



Date



**MARYLAND NETWORK LIVESCAN SYSTEM
AGENCY AGREEMENT
FOR AGENCY PURCHASED LIVESCAN**

I. PARTIES

This agreement is between the **Wicomico County Sheriff's Office** hereinafter known as the **AGENCY**, and the Information Technology and Communications Division of the Department of Public Safety and Correctional Services, hereinafter known as the **DEPARTMENT**.

II. PURPOSE

This Agreement provides for the installation of Network Livescan at the Agency, including the respective responsibilities of the Agency and Department during system operation with regards to equipment and facilities, support and training, fingerprinting, administration and policies.

III. TERMS

CHRI – means criminal history record information (Criminal Procedure Article, § 10-201(d) and § 10-215, Annotated Code of Maryland).

CJIS – means Criminal Justice Information System (Criminal Procedure Article, §§ 10-201 *et seq.*, Annotated Code of Maryland)

EBTS – means the FBI Electronic Biometric Transmission Specification. This is the official FBI document which describes the specifications for data transmission to the FBI.

FBI -means the Federal Bureau of Investigation.

ITCD – means the Information Technology and Communications Division of the Maryland Department of Public Safety and Correctional Services.

TC – means Transaction Controller. This System provides communication links between the Livescan System, Cardscan System, MAFIS and FBI IAFIS. It is also a Store and Forward concept that enables processing multiple messages to multiple destinations.

MAFIS – means the Maryland Automated Fingerprint Identification System of the Maryland Criminal Justice Information System (CJIS), which automates the processes that are needed to acquire, scan, process, store, retrieve and compare fingerprints against a computerized database of fingerprints records.

Network Livescan - means a Livescan fingerprint processing machine, or a machine that performs fingerprint acquisition and processing functions that is connected to other systems of the Maryland CJIS via the wide area network and does not operate in stand-alone mode.

CRI or ORI- means the Originating Agency Identifier. It is a nine digit number used to identify a criminal justice agency.

IV. INCORPORATION OF LAWS, REGULATIONS, AND AGREEMENTS BY REFERENCE

- A. The terms and provisions of the following laws and regulations relating to the collection, use, dissemination, and control of CHRI are incorporated herein by reference:
1. Criminal Procedure Article, §§ 10-101 – 10-109 and §§ 10-201 – 10-234;
 2. Code of Maryland Regulations (COMAR) Title 12.15.01.01 – 12.15.01.16; and
 3. Code of Federal Regulations (CFR) Title 28, §§ 20.1 – 20.25.
- B. To the extent that Network Livescan will receive, maintain and transmit CHRI, the provisions of the Agency's current Criminal Justice Agency Agreement, shall apply.

V. EQUIPMENT AND FACILITIES

- A. Agency Responsibilities
1. The Agency shall purchase their Network Livescan system including hardware and software. All Network Livescan equipment purchased by the Agency shall remain the property of the Agency, and the Agency shall be responsible for replacement, maintenance, upgrade, and disposal of the equipment.
 2. The Agency shall furnish at its own cost, its choice of connectivity options supported by the Department as listed in section V.A.3 below. The Agency shall retain rights or title to the circuit.
 3. The Agency shall be responsible for the physical, environmental control, and electrical power specifications that will govern the site installation for the Network Livescan equipment purchased by the Agency.
 4. The Agency shall obtain maintenance and support for this equipment from a vendor certified to maintain the equipment. The Agency shall keep such a maintenance and support contract in force while any Network Livescan equipment is in operation at the facility.
 5. The Agency shall not connect any equipment to the Network Livescan system without prior written approval of the Department.
 6. The Agency shall not connect any equipment to the Department's VPN encryption device.
 7. The Agency shall be responsible for the physical, environmental control, and electrical power specifications; and ensure that there is sufficient power, as well as protective power (uninterrupted power supply/UPS), pursuant to Department's specifications, for the Network Livescan system and equipment.
-

8. The Agency shall be responsible for physical security and costs for the repair of damages to the Network Livescan system and equipment due to neglect or misuse.
9. The Agency, in conjunction with the Department, agrees to update the code tables within five days from the date they are notified by the Department that an update is needed.
10. The Agency assumes all fiscal responsibility for any customization to the Network Livescan system that is beyond the scope of the base technical and software requirements, as established by the Department.
11. The Agency shall be responsible for meeting the Department's technical and software requirements and understands that failure to do so may result in rejection by the Department of the Agency's transmissions and/or termination of the Agency's Network Livescan system's connection to the Department.

B. Department Responsibilities

1. The Department shall provide the Technical Interface document (TID) to the Agency. The TID document provides the specifications that the Agency or Agency's vendor must use to connect to the State Fingerprint Transaction Controller (TC).
2. The Department shall retain exclusive control and responsibility of the VPN encryption device.
3. The Department has the infrastructure capability to support the following connectivity options:
 - Frame Relay T-1 circuit from the Agency site to the Public Safety Data Center in Pikesville;
 - Network MD (SWGI); or
 - Internet access.
4. The Department shall provide and maintain tables of valid values for the data entered on the Livescan equipment as appropriate (i.e. ORI, CJIS codes and Reason Fingerprinted tables) and provide that information to the Agency as long as the Agency retains up-to-date maintenance contracts.
5. The Department shall provide to the Agency, as required, the base requirements for connection and transmission of the Agency's Network Livescan system and equipment to the Department, to include any technical or software updates.
6. The Department through the Livescan vendor shall provide to the Agency the physical, environmental control, and electrical power specifications that will govern the site installation for the Network Livescan system and equipment.

VI. SUPPORT AND TRAINING

A. Department Responsibilities

1. The Department shall provide Livescan training to Agency trainers, administrators, and system operators when the Livescan system and equipment is installed.
2. The Department shall provide the Agency with one hard copy set and one electronic format set of equipment operations, Network Livescan operations and Agency's Guide manuals at no cost to the Agency.
3. The Department shall be responsible for providing the Agency with updates to the above referenced manuals.

B. Agency Responsibilities

1. The Agency shall provide sufficient skilled and certified personnel to provide for the efficient and timely operation of the Network Livescan system and equipment.
2. After receiving training by the Department, the Agency trainers shall be responsible for providing ongoing onsite Livescan training for its personnel.

VII. FINGERPRINTING VIA NETWORK LIVESCAN

A. Department Responsibilities

1. The Department shall provide approved fingerprint card formats to the Agency for processing via the Network Livescan.
2. The Department shall establish minimum quality standards for acceptance by MAFIS of fingerprint images processed by Network Livescan, and shall reject images that do not meet those standards.
3. The Department shall establish quality control criteria, standards, methods and procedures for gathering, entry, editing, verification, storage, reporting and dissemination of Network Livescan data, including text, images and minutiae.
4. For evidentiary proceedings involving fingerprint images and fingerprint cards processed by Network Livescan, the Department shall establish methods to be used for transporting images and cards among the CJIS Central Repository, the Agency, and the court.

B. Agency Responsibilities

1. In accordance with methods, procedures, and standards promulgated by the Department, the Agency shall transmit all fingerprint images collected on the Network Livescan system to MAFIS through the TC.

2. Upon request by the Department, the Agency shall provide estimates of the monthly Network Livescan transaction volumes by transaction type.
3. The Agency shall provide mugshots with all criminal arrests submitted via the Network Livescan.

VIII. POLICIES AND ADMINISTRATION

- A. The Department shall provide an ITCD project manager to monitor Network Livescan equipment and operations at Livescan facilities/sites and to provide administrative coordination and assistance as needed.
- B. The Department shall promulgate policies to the Agency pertaining to the operations and security of the Network Livescan system and equipment.
- C. The Agency shall provide an Agency Coordinator to monitor and manage the Agency's Network Livescan resources and to implement Department policy.

X. SUSPENSION OR TERMINATION

- A. The Department may immediately suspend an Agency's transmissions and/or terminate the Agency's Network Livescan system's connection to the Department, if the Agency has not, or reasonably appears to have not, been in conformity with the applicable State or federal statutes and regulations, Network Livescan standards, policies, or procedures, or the terms of this Agreement. The Department shall reinstate Agency's transmissions and/or the Agency's Network Livescan system's connection to the Department upon satisfactory assurances that any violations or breaches of applicable authority or the terms of this Agreement did not occur, or that such violations or breaches have been corrected or eliminated.
- B. The terms of this Agreement shall remain in effect until either party agrees to terminate the agreement. This Agreement may be terminated by either party upon ninety (90) days prior written notification being sent to the official business address of the other party. The Agreement may be terminated earlier if both parties as identified by this agreement have agreed upon a date.
- C. In the event that this Agreement is terminated, the Agency shall provide access for the Department to remove any equipment for which the Department holds title.

This document is approved for form and legal sufficiency.

Stuart M. Nathan, Principal Counsel
Office of the Attorney General
Department of Public Safety and
Correctional Services

Date

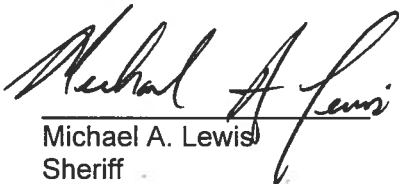
Counsel
Wicomico County

Date

Approved:

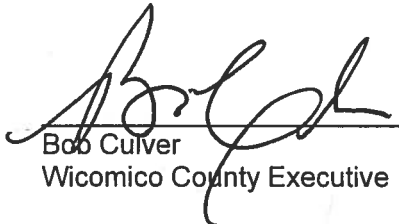
C. Kevin Combs
Chief Information Officer
Information Technology and
Communications Division
Department of Public Safety and
Correctional Services

Date



Michael A. Lewis
Sheriff
Wicomico County Sheriff's Office

11/7/16
Date



Bob Culver
Wicomico County Executive

11/8/16
Date



Department of Public Safety and Correctional Services

Information Technology & Communications Division

Criminal Justice Information Systems – Central Repository

Post Office Box 5743 • Pikesville, Maryland 21282-5743

Main №: 410-585-3100 • Facsimile №: 410-764-4035 • www.dpscs.maryland.gov

STATE OF MARYLAND

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CHIEF INFORMATION
OFFICER

ARTHUR C. RAY, III
DEPUTY CHIEF
INFORMATION OFFICER

CAROLE SHELTON
CJIS-CR DIRECTOR

October 18, 2016

Sheriff Michael A. Lewis
Wicomico County Sheriff's Office
401 Naylor Mill Road
Salisbury, Maryland 21804

Dear Sheriff Lewis:

I am writing to thank you for your letter of interest in receiving sub-awarded SMART grant funds to support the Unit or individuals responsible for registering convicted sexual offenders in your county. The Department has had the opportunity to review your proposal and has approved your application for funding in the amount of \$ 45,000 for the purchase of a LiveScan finger/palmprint scanner.

As you may remember from my previous letter, the Department's goals associated with the project are to maintain *substantial compliance* with the federal Sex Offender Registration, Notification and Apprehension Act (SORNA) by enhancing law enforcement's ability to implement electronic records management projects and improving the Sex Offender Registry Unit's (SORU) ability to submit accurate data received from law enforcement to the National Sex Offender Registry (NSOR) file.

The success of the project will be measured in four ways:

- 1) A reduction in the number of inaccurate records submitted to the SORU.
- 2) A reduction in the number of incomplete records submitted to SORU.
- 3) An increase in number of documents electronically uploaded to the SOR database by the registering agency.

4) A reduction in the number of non-compliant registrants and absconders as electronic record management procedures are changed and improved. Maryland's offender non-compliance rate currently averages 3.5% over a 12-month period. Specific non-compliant and absconder rates will be calculated based on the local jurisdictions that have been sub-awarded SMART grant funds.

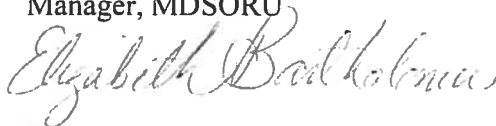
Enclosed you will find the *Memorandum of Agreement between the Maryland Department of Public Safety and Correctional Services, Information Technology and Communications Division and the Wicomico County Sheriff's Office and the Maryland Network Livescan System Agency Agreement For Agency Purchased Livescan*. Please print two copies of each document. The Department requires that your agency RETURN TWO SIGNED ORIGINALS OF EACH AGREEMENT. After they are returned, the four originals will be signed by our Chief Information Officer and two original documents will be returned to you.

You will also find a SMART Grant Sub-Award Acceptance form and a template of the quarterly statistical report your agency is required to submit to the SORU if you accept these grant funds. Please sign the Acceptance form and return to me as soon as possible.

Please contact me at 410-585-3604 with any questions.

Sincerely,

Elizabeth Bartholomew
Manager, MDSORU



cc: Sergeant Anthony Glenn, Wicomico County Sheriff's Office