CITY OF KIRKLAND
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MEMORANDUM

To: Kurt Triplett, City Manager

From: Eric Olsen, Police Chief

Date: January 22, 2015

Subject: INTERLOCAL (AFIS) ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT AGREEMENT WITH KING COUNTY

RECOMMENDATION:

That the City Council authorize the City Manager to sign the attached Interlocal Agreement (ILA) with King County for Automated Fingerprint Identification System (AFIS) services.

BACKGROUND DISCUSSION:

King County's regional Automated Fingerprint Identification System program, under the administration of the Sheriff's Office, is in the process of establishing an Interlocal Agreement with each agency in the county that provides law enforcement and/or booking services. The ILA addresses use and maintenance of electronic fingerprint equipment provided to the agencies by the AFIS Program.

By way of a King County property tax levy, the AFIS program funds these Livescans and Mobile ID devices located throughout the county. This equipment is the means by which fingerprints are transmitted into the AFIS computer, resulting in the positive identification of individuals.

Livescan is an electronic fingerprinting station that submits fingerprints and palm prints to the King County AFIS computer. The prints are matched against other fingerprint records as well as "latent" prints collected at crime scenes. Along with fingerprints, related arrest information is forwarded to the Washington State Patrol and FBI for entry onto state and national rap sheets. Livescans have been in operation at jails and police departments in the county since the late 1990's. In many locations, they are also used to fingerprint citizens applying for various permits or licenses. Throughout 2015 and 2016, the AFIS program will replace the Livescans with updated versions.

Mobile ID is a wireless, handheld device used by the officer in the field to submit an individual's prints when identity is in question. This remote search against the AFIS computer provides an "ID" response in less than two minutes. It gives the officer information when determining whether to take a person into custody. The device is also used to identify injured and/or deceased individuals. The Mobile ID infrastructure and devices were successfully piloted

in King County for the past three years. The AFIS program has purchased 250 additional devices for distribution throughout the county this fall.

No ILA currently exists to address the use and maintenance of this equipment. The ILA essentially memorializes and clarifies expectations, responsibilities, and practices in place for many years at agencies already using Livescans.

The ILA also contains a Mobile ID policy that the police agency would be agreeing to implement. This policy was reviewed by police agencies and American Civil Liberties Union (ACLU) representatives. The ACLU's concerns were that:

1) Officers could fingerprint individuals without cause
2) The prints would be retained

These concerns are addressed in the policy, and the ACLU representatives were satisfied with the AFIS Program's responses, as follows:

1) The officer must have probable cause, reasonable suspicion, and/or an articulable reason to question a subject's identity
2) The prints are used for a one-time search and response and will *not* be retained in the AFIS database

The ILA is the same for each city and/or entity within King County. It was vetted with a sampling of jurisdictions within King County and reflects those agencies' input. If approved, the ILA would be in effect from year to year unless modified or terminated in accordance with the terms outlined in the agreement.

FINANCIAL IMPACT:

The current AFIS levy, 2013-2018, funds this equipment. If the AFIS program receives continued support into the future, it intends to continue the purchase, maintenance, and replacement of equipment as needed. The only costs to the agency are: minimal IT staff time to assist AFIS program staff in setting up the software, hardware, and network connections; time for officers to receive training and report any issues; and any on-site change that may be needed to prepare for installing a Livescan station. This information is further addressed in the ILA.

RESOLUTION R-5102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KIRKLAND FOR USE OF ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT.

WHEREAS, the Automated Fingerprint Identification System (AFIS) has proven to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 17381; and

WHEREAS, the City of Kirkland wishes to use AFIS services through Electronic Fingerprint Capture Equipment ("FP Equipment") including the necessary software and computer equipment, and system maintenance services; and

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform.

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is authorized and directed to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Attachment "A", which is entitled "Interlocal Agreement Between King County and the City of Kirkland for Use of Electronic Fingerprint Capture Equipment."

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2015.

Signed in authentication thereof this ____ day of _____, 2015.

_____
MAYOR

Attest:

_____
City Clerk

INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KIRKLAND

for use of

ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

THIS AGREEMENT is entered into between King County ("County") and the city of Kirkland ("Agency"). The County and the Agency may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Automated Fingerprint Identification System (AFIS) has proven to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 17381; and

WHEREAS, the Agency wishes to use AFIS services through Electronic Fingerprint Capture Equipment ("FP Equipment") including the necessary software and computer equipment, and system maintenance services;

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this Agreement, the Parties hereto agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish the terms under which FP Equipment, which the County approves for placement in the Agency, will be used and maintained. This applies to FP Equipment previously approved for placement in the Agency and FP Equipment approved for placement in the Agency during the term of this agreement. The goals of this Agreement are to:

- Protect the public by assisting law enforcement in identifying potentially wanted or dangerous subjects before they are released from custody.
- Protect law enforcement officers by providing information important to officer safety prior to the release of detained individuals.
- Provide efficiency and accuracy in criminal record reporting to the Washington State Patrol ("WSP") and the Federal Bureau of Investigation ("FBI").
- Improve the quantity and quality of fingerprints available for search in the King County Regional AFIS Database.

FP Equipment is defined as:

- Livescan: stationary electronic fingerprint capture equipment used to obtain full sets of fingerprints for purposes of searching and storing in AFIS;
- Mobile ID: mobile electronic fingerprint capture equipment used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These prints are not stored in AFIS.

II. CONTRACT ADMINISTRATION

A. This Agreement shall be administered by the King County Sheriff through the Regional AFIS Manager or other designee and the Agency Chief of Police or its designee. Each Party's governing body shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

III. GENERAL TERMS AND CONDITIONS

A. The County, in its sole discretion, will decide whether to place FP Equipment in the Agency.

B. All FP Equipment purchased by the County and located at the Agency's site shall remain the property of the County.

C. The County may require the Agency to return FP Equipment to the County at any time, for any reason.

D. All FP Equipment that has been installed by the King County Regional AFIS Program will be available for use by any other law enforcement agency operating within King County, if feasible, and no charge for the use of those devices by other agencies will be levied by the Agency.

E. All FP Equipment shall be used exclusively for biometric purposes only.

F. Statistics, or any information, which is pertinent to the FP Equipment and AFIS Program and requested by the King County Regional AFIS Manager, will be compiled by the Agency and submitted as needed.

G. The Agency shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.

H. The County may remove any Agency employee's rights to use FP Equipment at any time, for any reason.

I. The Agency shall ensure that no Agency employee, officer or agent sells, transfers, publishes, discloses, or otherwise makes available any FP Equipment, software, documentation or copies thereof to any third party without the express written authorization of the County.

J. The Agency agrees to notify the County immediately of any FP Equipment access code of any person who leaves Agency employment so that the County may delete that person's access code in order to maintain the integrity of the AFIS.

K. The Agency will comply with all FP Equipment requirements as detailed in attached Exhibit A. The Regional AFIS Manager may revise these requirements at any time. Any revised requirements will be provided to the Agency and automatically incorporated as a new Exhibit A to this agreement. No council approval will be required to amend the Exhibit A.

L. The Agency will comply with the Regional AFIS Program Biometric Handheld Fingerprint Identification Policy. Copy attached as Exhibit B. The Regional AFIS Manager may revise this policy at any time. Any revised policy will be provided to the Agency and automatically incorporated as a new Exhibit B to this agreement. No council approval will be required to amend the Exhibit B.

IV. AGENCY LIAISONS AND TRAINING

A. The Agency shall assign at least one (1) Liaison. The Agency may assign separate Liaisons for each type of FP Equipment.

B. All Agency Liaisons are required to attend training in the proper use of and the administrative functions of the FP Equipment. Training shall be provided by the County designated Trainer.

C. Agency Liaisons for Livescan are responsible to work with the County to schedule staff training, provide user access, perform queue maintenance, and conduct system troubleshooting and testing.

D. Agency Liaisons for Mobile ID are responsible to work with the County to schedule Agency staff to install the Mobile ID software, schedule staff training, and conduct system troubleshooting and testing.

E. All Agency FP Equipment Operators are required to attend County provided training in the proper use of the FP Equipment by the County designated Trainer.

V. INSTALLATION AND MAINTENANCE OF ELECTRONIC FINGERPRINT CAPTURE EQUIPMENT

A. Costs paid by County

The County shall pay for the one-time delivery and installation of the FP Equipment approved for placement in the Agency. The County shall be responsible for all maintenance costs on the FP Equipment, unless otherwise specified below.

B. Costs paid by Agency

The Agency shall pay the following costs related to FP Equipment:

1. Any cost for office space remodeling which may be necessary to accommodate the Agency's Livescan installation;
2. Any internal infrastructure which may be necessary to connect the Agency to the King County Network. This infrastructure may include a Local Area Network, wiring, or other equipment;
3. Services in connection with the relocation of the FP Equipment or the additional removal of items of equipment, attachments, features, or other devices, except as may be mutually agreed by written amendment to this Agreement;
4. Electrical work external to the Agency's FP Equipment;
5. Repair or replacement of damaged or lost FP Equipment from any cause whatsoever, while in the care, custody and/or control of the Agency;
6. Repair or replacement to FP Equipment due to the FP Equipment being modified, damaged, altered, moved or serviced by personnel other than County's Contractor or its authorized representative;
7. Purchase of consumable FP Equipment supplies, such as printer toner cartridges, cleaning supplies, and gloves;

8. Agency employee salary cost and any overtime pay which may be necessary to complete initial or ongoing use or training for FP Equipment;
9. Cost of integrating any Agency system to the FP Equipment.
10. Costs associated with moving FP Equipment.
11. Costs associated with preventative cleaning of FP Equipment.

C. The County shall act as the point of contact for any questions or service calls from the Agency that need to be relayed to the FP Equipment Contractor. The County shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.

D. The Agency shall provide a means of gaining access to the FP Equipment twenty-four (24) hours a day, seven (7) days a week for the purpose of installation, service calls, regular maintenance and special maintenance, when agreed upon in advance between parties. The Agency shall permit the County and/or the FP Equipment Contractor prompt and free access to the FP Equipment, including the ability to access the Livescan remotely.

E. The Agency will not make or permit any person other than the County or the FP Equipment Contractor to make any adjustment or repair to the FP Equipment. The Agency will not relocate, modify, change, or attempt to connect said FP Equipment without the prior written permission of the AFIS Regional Manager. The Agency will not attempt to service the FP Equipment, except for normal cleaning, and will not permit anyone other than the County or the FP Equipment Contractor to perform maintenance services in connection with the FP Equipment.

F. The Agency shall promptly notify the County of any error, defect, or nonconformity in the FP Equipment.

G. The Agency shall perform preventative cleaning of the FP Equipment in accordance with the written instructions and schedules provided by the County.

H. Any local system or network changes that would affect the FP Equipment or King County network must be reviewed by King County prior to implementation.

I. The Agency shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the FP Equipment Security Policy as described in Exhibit A.

VI. DURATION, TERMINATION AND AMENDMENT

A. This Agreement shall become effective when it is signed by both Parties.

B. This Agreement shall continue in full force and effect from year to year unless modified or terminated in accordance with the terms of this Agreement.

C. This Agreement may be terminated or suspended by either Party without cause, in whole or in part, by providing the other Party's administrator, as described in Article 2, thirty (30) days advance written notice of the termination.

D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way the County may, upon written notification to the Agency's administrator, as described in Article 2, terminate or suspend this Agreement in whole or in part and such termination or suspension may take place immediately.

E. This Agreement shall terminate without penalty in the event that, in the opinion of the County, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.

F. Upon termination of this Agreement, the Agency shall cooperate in the return of all King County property to the County. Such a return would be coordinated by the Regional AFIS Manager.

G. As described in Section III.K and L, any changes to Exhibit A or B may be made by the Regional AFIS Manager. All other amendments to this Agreement must be agreed to in writing by the parties.

VII. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. In no event will the County be liable for loss of data, loss of use, interruption of service, incompleteness of data and/or for any direct, special, indirect, incidental or consequential damages arising out of this Agreement or any performance or non-performance under this Agreement.

B. Except where prohibited by law, the Agency shall indemnify, defend and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of or in any way relating to the installation, maintenance or use of the County's FP Equipment including any claimed violation of any person's civil rights. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Agency's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the Agency's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Agency shall defend the same at its sole cost and expense; provided, that, the County retains the right to participate in said suit at its own expense if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.

C. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the Agency, its employees, contractors or others by reason of this Agreement.

D. The Agency shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) the Agency's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to the Agency of work, services, materials or supplies by Agency employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.

E. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

VIII. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in King County Superior Court.

IX. DISPUTES

The Parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both Parties will make a good faith effort to continue without

delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

X. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

XI. WARRANTY OF RIGHT TO ENTER INTO AGREEMENT

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement for each Party have the authority to bind that Party.

XII. ENTIRE AGREEMENT

No change or waiver of any provision of the Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. Except as to modifications to Exhibits A & B, the governing body of each Party shall approve any amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof.

KING COUNTY	**AGENCY:**
_____	_____
NAME OF PERSON SIGNING	NAME OF AGENCY
_____	_____
TITLE OF PERSON SIGNING	NAME OF PERSON SIGNING
_____	_____
DATE SIGNED	TITLE OF PERSON SIGNING
	_____
	DATE SIGNED

EXHIBITS:

A: FP Equipment Requirements
B: Biometric Handheld Fingerprint Identification Policy

EXHIBIT A

FINGERPRINT EQUIPMENT REQUIREMENTS

I. LIVESCAN SPECIFIC REQUIREMENTS

A. Environmental

The County shall provide an Uninterruptible Power Supply ("UPS") to be used with the Livescan equipment at no cost to the Agency.

The Agency shall provide the County with a minimum of two fixed IP addresses to be used only for the Livescan system and fingerprint card printer.

Cities must provide the proper environment for the Livescan, to include:

1. Consistent temperature ranging from 60 to 80 degrees Fahrenheit.
2. Consistent humidity ranging from 20% to 80% non-condensing.
3. Network connections no more than 3-4 feet from equipment.
4. Total of 4 power outlets within 3-4 feet of the Livescan system.

Note: It is recommended that Cities have a dedicated 120V, 15Amp, 60Hz power line for the Livescan to avoid circuit overload.

B. Local Interfaces

Livescans may be integrated with local records management systems provided that:

1. All development and installation costs are paid by the Agency
2. The integration specifications are provided for review and approval by the County prior to implementation
3. The integration is tested by the County prior to implementation

C. Fingerprint, Palmprint and Arrest Record Transmission

1. All Agency criminal misdemeanor, gross misdemeanor, and felony fingerprints and palmprints, on both adults and juveniles, will be electronically transmitted to the King County Regional AFIS database for search and registration.
2. The King County Regional AFIS will transmit the Agency's fingerprint images, charge and demographic data, electronically to the Washington State Patrol for processing.
3. The Agency will be solely responsible for the accuracy of all demographic and charge information on its fingerprint and palmprint submissions. The County will not edit any suburban Agency demographic or charge information prior to submitting to Washington State Patrol.

II. MOBILE IDENTIFICATION SPECIFIC REQUIREMENTS

The Agency must provide the proper environment for the Mobile ID software, to include:

A. The Mobile Data Terminal or patrol vehicle mounted laptop running Windows 7 (32 or 64 bit) operating system.

B. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy.

III. QUALITY CONTROL

Maintaining the quality of the Regional AFIS database is important in order to continue our region's ability to identify criminals and solve crimes. The Agency shall submit electronically captured fingerprints and palmprints (where applicable) to the Regional AFIS database that are of the best possible quality. The County will provide training to Agency staff, either through the FP Equipment Contractor or the County. The Agency and County will work together to ensure that all users are trained to competency. The County will review the quality of electronically captured prints and inform Agency of operators not meeting standards. These operators may be required to repeat training, and must improve their overall quality, in order to maintain access to the FP Equipment.

IV. NETWORKING

The Agency will provide coordination of Agency IT staff, when needed, to ensure secure networking is in place.

The Agency shall report, in advance when possible, all network changes and/or outages which have the potential to disrupt FP Equipment connectivity. Reporting can be made via the King County Service Request Line (206-263-2777) or the AFIS IT mailbox (AFISITHelp@kingcounty.gov).

V. SECURITY

A. Roles and Responsibilities

Each participating Agency is responsible for establishing appropriate security control.

All member Cities shall provide security awareness briefing to all personnel who have access to King County FP Equipment.

B. Monitoring

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

Security-related incidents that impact County FP Equipment data or communications circuits shall be reported immediately upon discovery by the Agency to the King County Regional AFIS Program.

C. Physical Security

Cities must assume responsibility for and enforce the system's security standards with regard to all Cities and users it services. The Agency must have adequate physical security to protect against any unauthorized access to FP Equipment, or stored/printed data at all times.

D. Network Environment Security

Cities hosting the connection of FP Equipment shall ensure adequate security measures are taken to provide protection from all forms of unauthorized and unsolicited access to FP Equipment. These security measures will be in compliance with Federal Information Processing Standard (FIPS) 140-2.

Cities are required to provide, manage, and maintain a firewall that segments the FP Equipment from any foreign non-public safety networks.

Any exceptions to this or any other network security requirement must be approved by the Regional AFIS Manager under the guidance of King County by and through its Sheriff's Office Information Services Section and King County Information Technology.

If a security breach occurs and personal identifiable information or confidential data is released or compromised, the host Agency shall bear the responsibility and costs to notify affected individuals whose information was released or compromised. This will be completed in accordance with any applicable state or federal laws.

EXHIBIT B

BIOMETRIC HANDHELD FINGERPRINT IDENTIFICATION POLICY
King County Regional Automated Fingerprint Identification System (AFIS)

I. PURPOSE

To provide direction for the use of the biometric handheld fingerprint identification devices, more commonly known as a mobile identification device or Mobile ID. If an agency wishes to adopt its own or deviate from this policy, the agency must present its request to the Regional AFIS Manager.

II. PROGRAM

King County's regional AFIS program has initiated a Mobile ID project, involving the use of wireless remote fingerprint identification throughout the county. The project is designed to assist in identifying persons whose identities are in question. While the fingerprint verification process already exists in King County, Mobile ID moves this function to law enforcement first responders, resulting in a more timely identification process.

The system scans the fingerprints at the Mobile ID device and transmits wirelessly to the King County AFIS. If the fingerprints are in the AFIS database, a positive match returns the person's specific identifiers to the Mobile ID device or officer's mobile computer.

In the future, a simultaneous search may also be conducted to search Washington State Patrol's AFIS database and an FBI database known as the Repository for Individuals of Special Concern (RISC).

A. Only officers trained by AFIS program staff and operating under the guidelines of the Mobile ID project may use the device.
B. In the event that lack of usage by the assigned officer is a concern, the AFIS program will communicate with the agency and provide retraining and/or direct a reassignment of the device.
C. Any use of the device not consistent with this policy and/or law enforcement purposes may result in reassignment or forfeiture of the device, and/or a deactivation of access to the AFIS database. Additionally, any violation of the Mobile ID policy/procedure, or of federal or state law, may subject the officer to internal discipline by his/her agency.

III. PROCEDURE

The use or retention of any Mobile ID-collected data shall conform to federal and state laws. It must also conform to individual agency policy as well as the AFIS program procedure as follows:

A. An officer may use Mobile ID when there is probable cause to arrest a suspect.
B. An officer may also use Mobile ID during a Terry Stop based upon reasonable suspicion. If a person provides a driver's license or other valid means of identification, or gives the officer a name that can be confirmed through a driver's license check, that form of identification should suffice without the use of Mobile ID. However, if there are articulable facts that give rise to reasonable suspicion regarding the accuracy of a person's identity, the officer may use Mobile ID to verify identity.
C. Absent probable cause or reasonable suspicion of criminal activity, a person may consent to an officer's request to use Mobile ID. However, the consent must be voluntary as defined by current Washington case law; i.e., the person must be informed that he/she has a right to refuse the officer's request.
D. Use of the device shall be documented in any report generated as a result of the contact. The officer must articulate the specific facts that support the basis for the use of Mobile ID and must state the voluntary compliance of the Mobile ID if used without arrest, probable cause, or reasonable suspicion.