

**AGREEMENT BETWEEN THE CITY OF SEATTLE AND KING COUNTY
FOR THE PAYMENT OF AFIS OPERATIONS**

This agreement amends and restates the December 23, 1991 original agreement between the City of Seattle and King County for payment of AFIS operations. The parties to this agreement are King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

WHEREAS on November 4, 1986, the voters approved a five year property tax levy of \$0.025 per \$1000 assessed valuation as authorized by King County Ordinance No. 7747 to acquire and operate an automated fingerprint identification system (hereinafter referred to as "AFIS"); and

WHEREAS on November 6, 1990, the voters of King County approved a property tax levy of \$0.020 per \$1000 assessed valuation for an additional five years as authorized by Ordinance 9603; and

WHEREAS, on November 7, 1995, the voters of King County approved a property tax levy of \$0.0665 per \$1000 assessed valuation for an additional five years as authorized by Ordinance 11948; and

WHEREAS, on September 19, 2000, the voters of King County approved a property tax levy of \$0.05874 per \$1000 assessed valuation for an additional five-year period as authorized by Ordinance 13894; and

WHEREAS, on December 31, 2005, the 2000 AFIS levy expired, effectively suspending AFIS program revenue. However, remaining fund balance was sufficient to fund the program through the following year; and

WHEREAS on September 19, 2006, the voters of King County at special election approved a property tax levy in excess of the levy limitation contained in chapter 84.55 RCW, for a six year period, at a rate of \$0.0568 per \$1000 assessed valuation or less for the purpose of funding the continued operation of the automated fingerprint identification system as authorized by Ordinance 15537; and

WHEREAS AFIS has proved to be an effective crime-fighting tool in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS the County has acted to help ensure continued provision of effective AFIS services to public law enforcement agencies within King County, without charge; and

WHEREAS the City wishes to avail itself of such AFIS services through AFIS equipment located at Seattle Police Department facilities, including the necessary software and hardware, system maintenance services, operational staff, and supplies; and

Now, therefore, for and in consideration of the promises and covenants contained in this agreement, the parties hereto agree as follows:

1. Access to AFIS

The County shall allow the City access to AFIS through the City's remote work sites, of which access shall include input, identification, and storage of fingerprint and related information. The City's access shall not be limited except to the extent necessary to allow normal maintenance and repair, which shall be conducted pursuant to the County's AFIS Maintenance Contract.

The City agrees to assign only competent, trained personnel to operate all AFIS equipment.

The City agrees to ensure that no City employee, officer or agent sells, transfers, publishes, discloses, or otherwise makes available any AFIS software or copies thereof to any other person.

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

2. Maintenance of AFIS Equipment

In the event of an AFIS failure, the City, through its Police Department, shall promptly notify the County's designated contact person of such failure. The City shall permit the County's and/or the County's maintenance contractor's designated service personnel prompt and free access to the AFIS equipment at the City's remote worksites.

The City will not make or permit any person other than the County or its designated agent to make any adjustment or repair to the AFIS equipment. The City will not relocate, modify, change, or attempt to connect said AFIS equipment without the prior written permission of the County. The City will not attempt to service the equipment, and will not permit anyone other than the County or its designated agent to perform maintenance services in connection with the equipment.

The City shall, however, perform preventative cleaning of the AFIS equipment in accordance with the written instruction and schedules prepared by the County or its maintenance contractor.

Only the contract administrator, or a person in a higher County position, can authorize AFIS maintenance expenditures, including those related to the maintenance contractor overtime payment requests.

3. Budget and Fiscal Provisions

- A. Eligible Costs. The County will reimburse the City for the amount of the approved annual budget for salaries and benefits, office equipment, capital outlay, hardware and software, travel and training funds, and any other direct costs necessary to perform finger, palm, and latent print processing as identified in the next paragraph.

The salaries and benefits shall be for management, supervision, latent print examiners, identification technicians, identification data specialists, and administrative employees. To estimate the necessary number of identification technicians to perform finger and palm print processing, the City evaluates the number of finger and palm prints projected to require City processing, the processing

time required per finger and palm print card and the time available per year per employee. This workload evaluation is similar to that which will be used by the County to estimate its own staffing needs.

This estimated budget shall be updated each calendar year by the City submitting a proposed budget to the County Contract Administrator by June 10, and the County returning a preliminary approved budget by August 15 and a final approved budget by December 15.

- B. Inventory and Supplies. The AFIS equipment located at the City's remote work sites shall remain the property of the County. In addition, the County will provide necessary AFIS-related software and hardware items for the City. These items shall remain County property.
- C. Invoicing. The City shall invoice the County quarterly. All costs shall be itemized and documented. The County shall reimburse the City for satisfactorily documented costs within thirty days of receipt of the invoice.
- D. Excluded costs. The City shall be completely responsible for any expense incurred by the City which relates to the City's remote work sites as follows:
 - 1) Electrical work external to the City's remote site AFIS equipment;
 - 2) Repair of damage resulting from the acts of the City, or its officers, agents, or employees;
 - 3) Painting or refurbishing of City-owned equipment utilized in AFIS operations;
 - 4) Services in connection with the relocation of the AFIS equipment or the additional removal of items of equipment, attachments, features, or other devices, except as may be mutually agreed by subsequent amendment to this agreement;
 - 5) Repair of equipment or facilities that are not AFIS related;
 - 6) Repair or damage to AFIS equipment caused by the use of that equipment for other than the purposes for which it was designed.

4. Contract Administration

This Agreement shall be administered by the King County Sheriff through the Regional AFIS Manager or other designee and the Seattle Chief of Police or a designee. Each party shall inform the other of the execution of the agreement, in writing, within thirty days of its execution.

5. Duration and Amendment of the Agreement

This Agreement shall become effective when it is executed by both parties hereto.

The terms of this Agreement shall continue in full force and effect for succeeding years unless modified or terminated in accordance with the terms of this Agreement. Amendments to this agreement may be made from time to time as mutually agreed by both parties in writing.

If, in the opinion of the County, AFIS levy proceeds are no longer available for the purposes of this Agreement, the parties will collaborate in good-faith to prioritize the services supported by

the levy. The AFIS Advisory Committee will act in its advisory role, as defined in the AFIS Advisory Committee By-Laws, in such a prioritization process. The County may terminate this agreement if, in its sole discretion, it determines that AFIS levy proceeds are no longer available for the purposes of this agreement.

6. Limitation of Liability

- A. In no event will the County be liable for loss of data and/or for any special, indirect, incidental or consequential damages arising out of this Agreement or any performance under this Agreement.
- B. The City shall indemnify 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 any act or omission of the City, its officer, agents, and employees, or any of them, due to operation of the City's remote site AFIS work-stations, including any claimed violation of any person's civil rights.

In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City 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 City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- C. The County shall indemnify and hold harmless the City 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 any action or omission of the County, its officers, agents, and employees, or any of them.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City 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 City, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

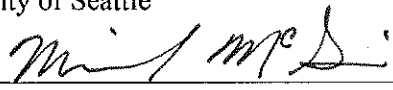
7. Entire Agreement

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. 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

Dow Constantine Date
County Executive

City of Seattle

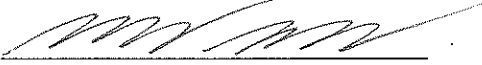


Mike McGinn Date
Mayor

Approved as to Form:

Deputy Prosecuting Attorney

Approved as to Form:



Robert M. Scales WSB # 24164
Assistant City Attorney