

RESOLUTION 2022 317

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RATIFYING THE ATTACHED MEMORANDUM OF AGREEMENT BETWEEN KING COUNTY REGIONAL AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS) AND BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2021-622 dated August 17, 2021, the Board of Benton County Commissioners approved the Memorandum of Agreement (MOA) between King County Regional Automated Fingerprint Identification System (KCRA), a regional program of King County, under the administration of the King County Sheriff's Office and the Benton County Sheriff's Office (BCSO); and

WHEREAS, the above mentioned MOA was for the purpose of a 90 day free trial to see if the KCRA was a system that BCSO was interested in moving forward with purchasing; and

WHEREAS, after completing the trial period, BCSO believes this system is a great tool for law enforcement to utilize out in the field to perform a quick two-fingerprint mobile ID and wishes to move forward with this system; and

WHEREAS, KCRA will provide its Mobile ID service for use by BCSO officers, allowing Automated Fingerprint Identification System (AFIS) search capability at KCRA, a Western Identification Network (WIN), which includes Washington State arrest records, and FBI's Repository for Individuals of Special Concern; and

WHEREAS, the purpose of the MOA is to establish the terms under which the Mobile ID service will be used, as further outline in the attached MOA; and

WHEREAS, the Benton County Sheriff recommends entering into the MOA for the purpose of utilizing said Mobile ID Service; and

WHEREAS, any potential cost paid by BCSO is further outlined in Section IV in the attached MOA; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Memorandum of Agreement between King County Regional Automated Fingerprint Identification System, a regional program of King County and under the administration of the King County Sheriff's Office and Benton County Sheriff's Office; and

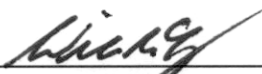
BE IT FURTHER RESOLVED, the term of the MOA shall become effective when signed by both parties and shall continue in full force and effect from year to year unless modified or terminated in accordance with the attached MOA; and

BE IT FURTHER RESOLVED, the Board hereby ratifies the attached MOA hereto and approves the Benton County Sheriff's signature on said MOA.

Dated this 10 day of May, 2022

Attest..... 
Clerk of the Board


Chairman of the Board


Pro-Tem


Member

Constituting the Board of Commissioners
of Benton County, Washington

MEMORANDUM OF AGREEMENT

BETWEEN

King County Regional Automated Fingerprint Identification System (AFIS),
a regional program of King County and under the administration of the
King County Sheriff's Office, hereinafter referred to as "KCRA",

AND

Benton County Sheriff's Office, hereinafter
referred to as "AGENCY".

FOR THE USE OF

Remote Electronic Fingerprint Capture Equipment by law enforcement personnel in the field to perform a quick two-fingerprint search hereinafter referred to as "Mobile ID".

THE PURPOSE OF THIS AGREEMENT is for KCRA to provide its Mobile ID service for use by AGENCY Officers.

WHEREAS, KCRA has proven to be an effective crime-fighting service 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. 18674;

WHEREAS, Mobile ID has been a proven tool in assisting law enforcement to help identify subjects while in the field;

WHEREAS, AGENCY wishes to use the KCRA Mobile ID service to assist in the identification of subjects within its jurisdiction;

NOW, THEREFORE, the parties hereto agree as follows:

KCRA will provide its Mobile ID service for use by AGENCY officers, allowing AFIS search capability at KCRA, the Western Identification Network (WIN), which includes Washington State arrest records, and the FBI's Repository for Individuals of Special Concern (RISC). The purpose of this Agreement is to establish the terms under which the Mobile ID service will be used.

The goals of this Agreement are to:

- Protect the community 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.

Mobile ID is defined as: mobile electronic fingerprint capture equipment (software and hardware) used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These fingerprints are not stored in AFIS.

I. CONTRACT ADMINISTRATION

This Agreement shall be administered by KCRA through the Regional AFIS Manager or designee and the AGENCY HEAD or designee. Each Party shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

II. GENERAL TERMS AND CONDITIONS

- A. KCRA, in its sole discretion, will determine whether AGENCY is allowed to connect to its Mobile ID service.
- B. AGENCY has or will purchase its own Mobile ID equipment and software and will configure it for use with the KCRA Mobile ID service.
- C. Mobile ID shall be used exclusively for biometric purposes.
- D. Statistics or any information that is pertinent to the use of the Mobile ID service may be requested by the King County Regional AFIS Manager or designee, and will be submitted by AGENCY as needed.
- E. AGENCY shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.
- F. KCRA may remove any AGENCY employee's rights to access the Mobile ID service at any time, for any reason.
- G. AGENCY will comply with all applicable Mobile ID 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 AGENCY and automatically incorporated as a new Exhibit A to this agreement. No approval process will be required to amend the Exhibit A.
- H. AGENCY will comply with either the original or an alternative version of KCRA's Biometric Handheld Fingerprint Identification Policy. Copies of these policies are attached in Exhibit B. The Regional AFIS Manager may revise the policies at any time. Any revised policy will be provided to AGENCY and automatically incorporated as a new Exhibit B to this agreement. No approval process will be required to amend the Exhibit B.

III. AGENCY LIAISONS AND TRAINING

- A. AGENCY shall assign at least one (1) Liaison.
- B. AGENCY Liaisons are responsible to be the main point of contact for Mobile ID topics, work with KCRA to schedule AGENCY staff to install the Mobile ID software, schedule staff training, and conduct system testing.

- C. All AGENCY Liaisons are required to attend training in the proper use of and the administrative functions of Mobile ID. Training shall be provided by the KCRA designated Trainer.
- D. All AGENCY Mobile ID Operators are required to attend KCRA provided training in the proper use of Mobile ID by the KCRA designated Trainer.

IV. INSTALLATION AND MAINTENANCE

A. Costs paid by KCRA

The only costs to KCRA would be staff time.

B. Costs paid by AGENCY

1. Any internal infrastructure that may be necessary to connect AGENCY to the King County Network. This infrastructure may include a Local Area Network, or other equipment;
2. Cost of integrating any AGENCY system to Mobile ID;
3. KCRA Training sessions conducted outside of King County.

C. AGENCY may have an agreement with the Mobile ID contractor for maintenance services and will contact said contractor directly for service calls. KCRA does not provide maintenance for contractor services.

D. KCRA shall act as the point of contact for any questions or service calls from AGENCY regarding connectivity issues inside the King County network. KCRA shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.

E. AGENCY shall promptly notify KCRA of any error, defect, or nonconformity in the Mobile ID service.

F. Any local system or network change that would affect the King County network must be reviewed by KCRA prior to implementation.

G. AGENCY shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the Security Policy as described in Exhibit A.

V. 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 Section I, thirty (30) days advance written notice of the termination.

D. If KCRA or other funding is withdrawn, reduced, or limited in any way, KCRA may, upon written notification to the AGENCY administrator, as described in Section I, 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 KCRA, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.
- F. As described in Section II, 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.

VI. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. In no event will King 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, AGENCY shall indemnify, defend and hold harmless King County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages arising out of or in any way relating to the AGENCY's installation, maintenance or use of King County's Mobile ID equipment or service, including any claimed violation of any person's civil rights except for injuries or damages caused by the negligence or willful misconduct of King County, its officers, or employees. The foregoing indemnity is specifically and expressly intended to constitute a waiver of AGENCY's immunity under Washington's Industrial Insurance act, RCW Title 51, as respect to King County only, and only to the extent necessary to provide King County with a full and complete indemnity of claims made by AGENCY 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 King County, AGENCY shall defend the same at its sole cost and expense; provided, that, King 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 King County and its officers, agents, and employees, or any of them, or jointly against King County and AGENCY and their respective officers, agents, and employees, or any of them, AGENCY shall satisfy the same.
- C. King County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of AGENCY, its employees, contractors or others by reason of this Agreement.
- D. AGENCY shall protect, indemnify and save harmless King County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) AGENCY's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to 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.

VII. 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.

VIII. 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.

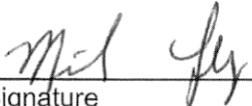

IX. NO THIRD PARTY BENEFICIARIES

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.

X. 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, 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.

The parties to this Agreement have executed this Agreement as of the last date written below.

KING COUNTY REGIONAL AFIS	BENTON COUNTY SHERIFF'S OFFICE
	
Signature	Signature
Michael Leahy	Tom Croskrey
Printed Name of Person Signing	Printed Name of Person Signing
AFIS Manager	Sheriff
Title of Person Signing	Title of Person Signing
3/30/22	3/29/2022
Date Signed	Date Signed

EXHIBITS:

A: FP Equipment Requirements

B: Biometric Handheld Fingerprint Identification Policy

approve as to form: 

EXHIBIT A

MOBILE ID REQUIREMENTS

I. TECHNICAL

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

- A. The Mobile Data Terminal (MDT) or patrol vehicle mounted laptop with Windows 10 64-bit (or newer) operating system with unique logon credentials for each user.
- B. The coordination of AGENCY IT staff, when needed, to ensure networking and other technical requirements are met to utilize the system.

AGENCY must satisfy one of the following:

- A. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy, or;
- B. The MDT/laptop must have multifactor authentication configured, with the second authentication done at Windows logon.

AGENCY shall report any Mobile ID issues to the Service Request Line (206-263-2777) or the AFIS IT mailbox (AFISITHelp@kingcounty.gov).

II. SECURITY

A. Roles and Responsibilities

AGENCY is responsible for establishing appropriate security control.

AGENCY shall provide security awareness briefing to all personnel who have access to the KCRA Mobile ID system.

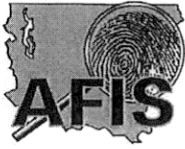
B. Monitoring

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

C. Physical Security

AGENCY must assume responsibility for and enforce the system's security standards with regard to AGENCY and users it services. AGENCY must have adequate physical security to protect against any unauthorized access to Mobile ID at all times.

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.

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 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.

EXHIBIT B

- D. An officer may use Mobile ID as part of a community caretaking function to identify a person when:
1. The person is unable to identify himself/herself because they are deceased, unconscious, physically injured, intoxicated (drugs or alcohol), or suffering from a mental illness or dementia (for instance, Alzheimer's walk-away patient); and
 2. The officer does not find any identification; and
 3. The officer takes the person into protective custody (for example, under RCW 70.96.120(2) (alcohol), RCW 71.05, 71.34 (mental health), or similar statutes, or to render aid such as having the person transported to the hospital, or to identify and protect an elderly dementia person who is lost.
- E. 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.