

October 8, 1991
JC/lk P:101K.2

Introduced by: PAUL BARDEN
Proposed No.: 91 - 810

MOTION NO. 8471

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A MOTION authorizing the King County executive to sign an agreement for AFIS services with the City of Seattle.

WHEREAS, King County has used proceeds from a voter approved property tax levy to acquire and operate an automated fingerprint identification system (AFIS), and

WHEREAS, the City of Seattle wishes to use the AFIS resources through a remote work station, and

WHEREAS, the County and City have negotiated an agreement for use and funding of equipment and operations at this remote work station,

NOW, THEREFORE BE IT MOVED by the Council of King County:

The King County executive is authorized to enter into an agreement, substantially in the form attached, with the City of Seattle relating to AFIS services.

PASSED this 23rd day of December, 1991.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald L. Polan
Clerk of the Council

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

THIS IS AN AGREEMENT between 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 the County has used proceeds from a voter approved property tax levy as authorized by King County Ordinance No. 7747 to acquire and operate an automated fingerprint identification system (hereinafter referred to as "AFIS"); and

WHEREAS 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 the County has acted to help insure continued provision of effective AFIS services to public law enforcement agencies within King County, without charge, through a voter approved five-year levy, as authorized by King County Ordinance No. 9603; and

WHEREAS the City wishes to avail itself of such AFIS services through a remote site work-station located at the Seattle Police Department, including the necessary software and hardware computer equipment, system maintenance services, operational staff, and supplies;

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 site work-station, 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 system.

2. Maintenance of AFIS Equipment

In the event of an AFIS system 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 site work station.

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.

Agreement: AFIS Operations

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 an approved calendar year budget for criminal identification/AFIS related salaries and benefits, office equipment, capital outlay, NEC Hardware, travel and training funds, and any other direct costs.

The salaries and benefits shall be for management, supervision, identification technicians and clerical full-time equivalent positions (FTEs). To estimate the necessary identification technician FTEs to perform 10-point inquiry resulting from Seattle bookings at the King County jail for 1992 and each succeeding calendar year, the following formula shall be used:

Seattle jail bookings from the most recent June 1 to May 31 period multiplied times minutes per inquiry per booking divided by available minutes per year per FTE.

The estimated budget for 1991 is reported in Exhibit I attached and included in this Agreement by reference. The Exhibit shall be updated for each calendar year, approved by the parties' contract administrators, and filed with the King County Division of Records and Elections. The Exhibit shall be prepared by the City submitting a proposed budget by July 1 and the County returning an approved budget by August 15.

B. Inventory and Supplies. The AFIS equipment located at the City's remote site work station shall remain the property of the County. In addition, the County will order NEC hardware items for the City. These items shall remain County property. The County's contract administrator will also order supplies for the City's use at the remote site work station.

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 expenses incurred by the City which relate to the City's remote site work station 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 any AFIS equipment;
- 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 data processing purposes for which it was designed.

Agreement: AFIS Operations

5. 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 his designee. Each party shall inform the other within thirty days of execution of its respective contract administrator.

6. Duration and Amendment of Agreement

This Agreement shall become effective when it is executed by both parties hereto, but shall include reimbursement for allowable costs in 1991 reported on Exhibit I.

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.

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

7. Limitation of Liability

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. The foregoing limitations shall not apply to damages arising out of personal injury or death due to the County's sole negligence. The County shall not be liable for any injury to the City, its officers, agents or employees, or damage to the City's property arising out of the performance of this Agreement unless such injury or damage is due to the sole negligence of the County.

8. 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

THE CITY OF SEATTLE

Tim Hill Date
County Executive

Norman B. Rice Date
Mayor

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

Assistant City Attorney

AFIS JBC 10/7/91

Agreement: **AFIS Operations**

Exhibit I
AFIS Agreement
Seattle and King County - 1991

Approved Budget for City Remote Work Station

Salaries and benefits	\$493,900
Office Equipment (12 new staff)	22,000
Capital outlay (power files)	40,100
NEC Hardware (on-line terminal, P-9 printer, fingerprint input monitor)	52,000*
Travel and training	8,000
Supplies and Other direct	**
Total Not to Exceed	\$616,000***

*Modems, software modifications, sales tax, shipping, site preparation, installation and electrical relating to NEC hardware is not included. The City may pay these costs from savings in other categories.

**To be funded as needed from savings in other categories.

***The County will reimburse the City for all actual, direct AFIS costs, including changes among categories if approved in advance by the County's contract administrator.

In addition to the NEC accoutrements, the following items pertaining to the City's remote site were NOT included in the AFIS budget for 1991; the City may request reimbursement from savings in other categories: overtime, space (\$12,000), maintenance and repair of Seattle Police Department AFIS air conditioners located in the FIM room.