

July 12, 1993
93-326.sub/re/ssj

Introduced by: Nickels

Proposed No.: 93-326

MOTION NO. 9085

1
2 A MOTION authorizing the County Executive
3 to enter into an interlocal agreement
4 with the City of Seattle to acquire a
5 video imaging system for all prisoners
6 booked into the King County Correctional
7 Facility.

8 WHEREAS, the county operates the King County Correctional
9 Facility, hereinafter referred to as the "jail", and by
10 agreement with the city accepts and houses prisoners arrested
11 and booked into the jail by officers of the Seattle Police
12 Department as well as other police departments, and

13 WHEREAS, the county intends to install and maintain a
14 video imaging system and electronic data base to record the
15 images of all prisoners booked into the jail, and

16 WHEREAS, the city desires access to the county system so
17 that it may serve the need by law enforcement to access the
18 visual images and descriptive characteristics of those
19 individuals arrested and booked;

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

21 The county executive is authorized to enter into an
22 interlocal agreement with the City of Seattle, substantially in
23 the form of Attachment A, to acquire a video imaging system and
24 electronic data base to record the images of all prisoners
25 booked into the jail.

26 Provided that:

27 By October 1, 1993, the Department of Adult Detention and
28 the Office of Financial Management shall submit for council
29 review and approval a cost recovery/reciprocal benefits model
30 to calculate fees for new services rendered by the Jail
31 Electronic Mug (JEM) System to other law enforcement agencies.

32 Provided further that:

33 The executive immediately prepare and secure agreement
34 with the City on an amendment to this agreement which addresses
35 these additional issues: (1) disposition of equipment in the

1 event the City terminates the agreement prior to payment of
2 full lease costs; (2) services by the County and by the City
3 required to insure effective operation of equipment over the
4 life of the agreement; (3) responsibility for any equipment
5 damages; and (4) any other related terms.

6 PASSED this 19th day of July, 1993.

7
8

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


VIC Chair

9
10

11 ATTEST:

12 
13 Clerk of the Council

14 Attachment:

15 A. Interlocal Agreement for Jail Electronic Mug (JEM)
16 System.

AGREEMENT BETWEEN THE CITY OF SEATTLE AND KING COUNTY
FOR THE JAIL ELECTRONIC MUG (JEM) SYSTEM

THIS IS AN AGREEMENT between King County, a home rule charter county and 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 operates the King County Correctional Facility, hereinafter referred to as the "Jail", and by agreement with the City accepts and houses prisoners arrested and booked into the Jail by officers of the Seattle Police Department as well as other police departments; and

WHEREAS the County intends to install and maintain a video imaging system and electronic data base to record the images of all prisoners booked into the Jail; and

WHEREAS the City desires access to the County system so that it may serve the need by law enforcement to access the visual images and descriptive characteristics of those individuals arrested and booked;

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

1. Acquisition and System Characteristics

The County shall acquire a video imaging system from XImage Corporation to serve as the network hub and storage media of an identification system to facilitate Jail operations and to provide law enforcement support. The County shall ensure that the system will have the memory capacity and capability to record the images, both front and side views, and descriptive characteristics of individuals being booked by the County as well as the same data entered by any law enforcement agency which has an agreement with the County to be linked to the system network. The descriptive characteristics to be recorded will include the following minimum information: name, date of birth, computer control number, booking of arrest number, height, weight, hair and eye color and scars, marks, or tattoos.

2. Equipment and Maintenance

As part of the video imaging system, hardware, software and other equipment, as well as maintenance of the same as set forth in this agreement will be acquired by the County and

provided to the City on a lease purchase basis to enable the City to record, store, and retrieve the images and descriptive characteristics of those persons booked into the Jail. The specific items of equipment to be provided to the City under the terms of this Agreement are listed in Exhibit 1, which is attached hereto and incorporated herein by reference. Maintenance of all such equipment shall be provided to the City by the County, which may subcontract its performance of this service to XImage. The City elects the 12 hour, 5 days per week maintenance option for the City's video imaging system. Maintenance of the Ethernet Network connecting the Seattle Police Department to the Department of Adult Detention/King County Police Department data link, will be seven day, twenty-four-hour coverage.

3. Budget and Fiscal Provisions

The City agrees to make the following payments as reimbursement to the County for the additional expense incurred by the County to meet the City's needs:

A. As its proportionate share of the equipment lease, capital and maintenance costs for the system FAX, tape back-up upgrades, system backbone costs and applicable sales tax, the City shall make thirty-six monthly payments beginning thirty days after acceptance of the system by the County and the City in accordance with the schedule identified in Exhibit 2, attached hereto, and hereby made a part of this Agreement, in the approximate amount of Four Thousand Eight Hundred Thirty Two Dollars (\$4,832.00) each.

B. As its proportionate share of the cost for equipment and software maintenance, as well as applicable sales tax, the City shall make annual payments beginning thirty days after acceptance of the system by the County and the City in accordance with the schedule identified in Exhibit 2, attached hereto, and hereby made a part of this Agreement. In addition, after "Year Three," such sum shall be subject to annual adjustment to reflect the proportionate share of any increase in such fees and expenses imposed under the County's agreement with XImage, but in no event shall such increase exceed five percent per annum.

C. Upon acceptance of the system by the County and the City, the City agrees to pay the County an annual fee of Twelve Thousand Dollars (\$12,000) to reimburse the County for the additional cost for hardware and maintenance necessary to meet law enforcement needs for two images of each subject and to help offset the overall costs of the file server, base network, and data and storage media. The County shall bill the City within thirty days of acceptance of the system and on an annual basis thereafter for as long as the City is connected to and accessing the County system.

D. The County shall invoice the City monthly or annually in accordance with the provisions of Subsections A, B, and C noted above. The City shall reimburse the County within thirty days of receipt of a proper invoice.

4. Inventory

The equipment located in City spaces shall become the property of the City three years from the date of the first payment by the City to the County. The County shall convey to the City the title and all warranty rights to the equipment. Until that time, the equipment located in City spaces shall remain the property of the County.

5. Imaging Specifications

The County agrees that unless otherwise agreed to in writing by the County and the City, County personnel shall take both front and side views of all individuals booked into the Jail. Individuals wearing eyeglasses (except for prisoners in transit and individuals booked into the Jail for minor traffic offenses) will have both front and side views taken, both with and without glasses, for a total of four views.

6. Administration

This Agreement shall be administered by the County through the Director of the King County Department of Adult Detention 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.

7. Duration and Amendment of Agreement

This Agreement shall become effective upon execution by both parties hereto.

Amendments to this Agreement may be made from time to time as mutually agreed by both parties in writing. The Agreement may not be altered, amended, or modified except by an instrument in writing signed by the parties hereto with the same formality as this Agreement. Except that the City and the County may agree, in writing, to operational changes that do not affect the term or conditions of the lease purchase of the system.

Upon acquisition of the equipment located in City spaces by the City, and on or before the anniversary date each year thereafter, this Agreement is subject to termination by either party upon one year's written notice being provided to the respective contract administrator identified herein. Upon termination of this Agreement, any annual charges or fees due for the year in which it is terminated shall be prorated.

8. Limitation of Liability

A. 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 action or omission of the City, its officers, agents, and employees, or any of them, due to operation of the City's remote site JEM work station, 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.

B. 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.

9. Entire 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

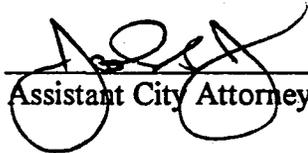


Norman B. Rice Date 10-23-92
Mayor

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney



Assistant City Attorney

file:jem

EXHIBIT I
JEM Agreement
Seattle and King County - 1992

Equipment to Be Provided by the County to the City for the JEM System:

One (1) Capture Station
One (1) Video Camera
One (1) Copy Stand
One (1) Display Station
One (1) Color 4X5 Printer
Two (2) Hewlett Packard III Laser Printers
One (1) Canon CLC300 Color Copier
Network Linkage

file:jemagr1

EXHIBIT 2
Equipment and Cost Schedule
JEM Agreement
Seattle and King County - 1992

<u>Monthly Payment Schedule</u>	<u># of Payments</u>	<u>Amount Per Month</u>	<u>Total Amount Paid</u>
SPD Equipment Lease/Purchase	36	\$ 4,440	\$ 159,840
SPD Tape Backup Upgrade	36	\$ 25 (rounded)	\$ 900
SPD System FAX (Capital and Maintenance)	36	\$ 79 (rounded)	\$ 2,844
Backbone Costs	36	\$ 288 (rounded)	\$ 10,368
Total (Without Sales Tax)		\$ 4,832 (rounded)	\$ 173,952

<u>Annual Payment Schedule</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Total</u>
SPD Equipment Maintenance*	\$ 17,756	\$ 18,644	\$ 19,576	\$ 55,976
SPD Software Maintenance*	\$ 6,811	\$ 7,150	\$ 7,508	\$ 21,469
Fee to DAD*	\$ 12,000	\$ 12,000	\$ 12,000	\$ 36,000
Sales Tax on Hardware*	\$ 11,371	\$ 0	\$ 0	\$ 11,371
Total	\$ 47,938	\$ 37,794	\$ 39,084	\$ 124,816

*Sales tax included in annual hardware and software maintenance figures. No tax on fee to DAD. Tax on hardware capital paid in first year.

Ongoing Payments

Ongoing payments for Equipment and Software Maintenance and the DAD fee will continue on a yearly basis as long as the City is connected to the system.

file:jemagr2