

MEMORANDUM OF UNDERSTANDING FOR THE ELECTRONIC DATA TRANSFER
OF BOOKING MUGSHOT AND DEMOGRAPHIC INFORMATION TO THE REGIONAL
BOOKING PHOTO COMPARISON DATABASE

This "Memorandum Of Understanding For The Electronic Data Transfer Of Booking Mugshot And Demographic Information To The Regional Booking Photo Comparison Database" ("MOU") is entered into by and between Snohomish County, a political subdivision of the State of Washington, and South Sound 911, a governmental administrative agency formed pursuant to an interlocal agreement under chapter 39.34 RCW among Pierce County, the City of Tacoma, the City of Lakewood, the City of Fife, the City of Puyallup, and Pierce County Fire Protection District No. 3 (collectively "Member Agencies").

RECITALS

WHEREAS, the Snohomish County Sheriff's Office Corrections Bureau operates and maintains a correctional facility (the "Snohomish County Jail"); and

WHEREAS, South Sound 911 provides consolidated public safety communications services to law enforcement agencies of the South Sound 911 Member Agencies and other local governments that may contract with South Sound 911 for such purposes; and

WHEREAS, South Sound 911 is the hosting agency for the Regional Booking Photo Comparison Database ("Database"); and

WHEREAS, the Database is intended to allow criminal investigators to perform biometric digital searches against booking photo data; and

WHEREAS, Snohomish County collects booking photos for all persons arrested or confined in the Snohomish County Jail, and provides such data to South Sound 911 law enforcement agencies upon request; and

WHEREAS, public safety would be enhanced if Snohomish County's booking photos was accessible to other criminal justice agencies via the Database; and

WHEREAS, RCW 70.48.100 allows criminal justice agencies to access jail records, including booking photos. Each agency subscribing to the Database is a criminal justice agency; and

WHEREAS, South Sound 911 and Snohomish County (together, the "Parties" and individually, a "Party") now desire to enter into this "MOU" for the purpose of establishing an electronic data connection that allows Snohomish County to upload its booking data into the Database as set forth herein;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **the Parties agree as follows:**

1. **Purpose and Scope.** This MOU governs how Snohomish County Jail records will be disclosed to and used by South Sound 911. It is the intent of the Parties to protect the confidentiality and security of the jail records that are the subject of this MOU in accordance with state and local law, ordinance, rules and regulations.
2. **Effective Date and Duration.** This MOU shall not take effect unless and until it has been duly executed by both Parties. This MOU shall remain in effect through December 31, 2024, unless earlier terminated pursuant to the provisions of Section 12 Early Termination below, PROVIDED HOWEVER, that the term of this MOU may be extended or renewed for up to two (2) additional three (3) year terms by written notice from Snohomish County to South Sound 911.
3. **Administrators.** Each party to this MOU shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this MOU. The parties' initial Administrators shall be the following individuals:

SNOHOMISH COUNTY

Initial Administrator:

Kevin Young
Snohomish County Sheriff's Office
3000 Rockefeller Avenue M/S 509
Everett, WA 988201

SOUTH SOUND 911

Initial Administrator:

Matthew Johnson
South Sound 911
955 Tacoma Avenue South, Suite 101
Tacoma, WA 98402

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. **Use and Access to Jail Records.** South Sound 911 agrees to permit Snohomish County access to the Database for the purpose of uploading booking photos and booking data for persons arrested or confined in the Snohomish County Jail. Snohomish County will upload its booking photos and booking data to the Database via a secure, encrypted VPN.
5. Each Party is responsible for safeguarding the booking photos and booking data uploaded to the Database.

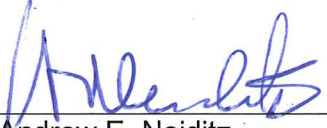
6. **System Licensing.** To the extent necessary, South Sound will obtain and/or grant Snohomish County a limited license to allow Snohomish County to upload its booking photos and information into the Database. Any costs associated with the County's limited license privilege(s) shall be borne by South Sound 911.
7. The primary engine for the data exchange from Snohomish County to South Sound 911 is a software interface. South Sound 911 is responsible for all changes to the Database to support the data exchange from Snohomish County and shall be responsible for the billing and maintenance costs of this interface.
8. Each Party will cooperate in the work necessary to test the initial implementation and any subsequent modification.
9. **Errors in Records.** The Parties acknowledge that the accuracy of any records shared pursuant to this MOU depends primarily on whether that information disclosed is accurate and complete. Each party shall make reasonable efforts to ensure the accuracy of information contributed, but such efforts do not guarantee that the data is accurate. The use of, and reliance on information contained in the systems or the performance of the system is at the sole risk of each Party. If either Party becomes aware of any material inaccuracies in the records it agrees to communicate such inaccuracy to the other party as soon as reasonably possible.
10. Each Party agrees that it will only disseminate information made available under this MOU to criminal justice agencies as that term is defined in RCW 43.43.705.
11. No unauthorized or unofficial use of data exchanged under this MOU is permitted. Both Parties shall comply with RCW 70.48.100 and any other applicable state or federal law in regard to dissemination of data exchange files. Each Party is responsible for training its employees authorized to access the information provided under this MOU regarding the use and dissemination of information obtained from the systems and data exchanges covered by this MOU. These provisions shall also apply to any party subscribing to the Database.
12. **Early Termination.** This MOU may be terminated, for any or no reason, by either Party upon thirty (30) calendar days written notice to the other Party. This MOU may be immediately terminated by either Party upon written notice to the other Party, if the other Party unlawfully disseminated or used information made available under this MOU.

13. Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this MOU or in enjoying the benefits of this MOU.

- a. Snohomish County agrees to defend, indemnify, and hold harmless South Sound 911, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of Snohomish County and its employees, officers, and agents or its misuse of data and information.
- b. South Sound 911 agrees to defend, indemnify, and hold harmless Snohomish County, its elected officials, officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of South Sound 911 and its employees, officers, and agents or its misuse of data and information.
- c. The foregoing provisions specifically and expressly intend to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide a Party with a full and complete indemnity of claims made by the other Party's employees. This waiver has been mutually negotiated. The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this MOU. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this MOU.

15. **Complete Agreement.** This document, including any schedules or exhibits attached hereto, constitutes the entire agreement between the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

SOUTH SOUND 911




Andrew E. Neiditz
SS911 Executive Director

Date

4/12/15

SNOHOMISH COUNTY



John Lovick
Executive

Date

4/15/15



LEND A CRAWFORD
Executive Director

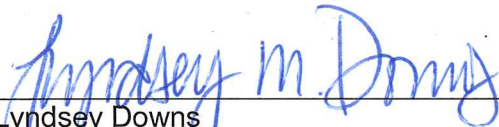
Approved as to Form:



Peter Beckwith
SS911 Legal Advisor

Date

Approved as to Form:



Lyndsey Downs
Deputy Prosecuting Attorney

Date

3/30/15