

MEMORANDUM OF UNDERSTANDING BETWEEN THE SNOHOMISH COUNTY
SHERIFF'S OFFICE AND SOUTH SOUND 911 FOR ACCESS TO THE REGIONAL
BOOKING PHOTO COMPARISON DATABASE

WHEREAS, South Sound 911 is 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, City of Puyallup and Pierce County Fire Protection District No. 3 (West Pierce Fire & Rescue) (the "South Sound 911 Member Agencies"), for the purpose of providing 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, the Snohomish County Sheriff's Office would like to have and would benefit from direct electronic access to the Database; and

WHEREAS, RCW 70.48.100 permits such information to be provided to qualifying criminal justice agencies (as that term is defined in RCW 43.43.705), which includes agencies subscribing to the database; and

WHEREAS, South Sound 911 and the Snohomish County Sheriff's Office (together, the "Parties" and individually, a "Party") now desire to enter into this Memorandum of Understanding (this "MOU") for the purpose of providing access to the Database as set forth herein;

NOW, THEREFORE the parties hereto agree as follow,

1. This MOU will become effective upon signature of the Executive Director of South Sound 911 and the Snohomish County Executive, and will remain in effect until terminated by either Party as provided herein.
2. Each Party recognizes that changes to the applications and the data connections and exchanges related to the Database will change over time. When these changes occur, the purpose of the change, the nature of the change along with the data elements impacted and the costs and funding sources to support these changes may be agreed upon. The parties will document any changes in a subsequent addendum to this MOU.

3. This MOU may be terminated, without cause, by either Party upon written notice to the other Party of at least thirty (30) calendar days. This MOU may be immediately suspended or terminated by either Party upon written notice if the other Party has or is reasonably suspected to have unlawfully disseminated or used information made available under this MOU.
4. South Sound 911 is responsible for all changes to the Database.
5. Each Party will cooperate in the work necessary to test the initial implementation and any subsequent modification necessary to access the Database.
6. 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 Database is at the sole risk of each Party.
7. Each Party is responsible for providing the information security measures appropriate to safeguarding the data shared between Snohomish County Sheriff's Office and the Database. Data transmitted to and from Snohomish County Sheriff's Office to the Database shall be via Secure Socket Layer (SSL) over the IntraGovernmental Network (IGN).
8. Each Party agrees that it will disseminate information made available under this MOU only to criminal justice agencies as that term is defined in RCW 43.43.705 and only for the purposes set forth herein and in RCW 70.48.100.
9. 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. 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 Database.
10. 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. The Snohomish County Sheriff's Office agrees to defend, indemnify, and hold harmless South Sound 911, its Member Agencies and its officers, agents, and employees from and against any loss, claim, or liability arising directly out of Snohomish County or its employees, officers, and agents or its misuse of data, information, or violation of the rules of the Database. South Sound 911 agrees to defend, indemnify, and hold harmless Snohomish County, and its officers, agents, and employees from and against any loss, claim, or liability arising from South Sound 911, its Member Agencies, their employees, officers, and

agents or its misuse of data, information, or violation of the rules of the Database. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington.

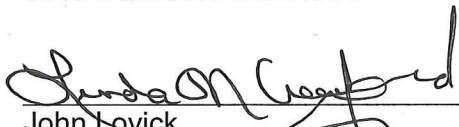
The foregoing provision specifically and expressly intends to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide a Party with a full and complete indemnity of claims made by the other Party's 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.


SOUTH SOUND 911



Andrew E. Neiditz
SS911 Executive Director
Date 4/12/15

SNOHOMISH COUNTY



John Lovick
Executive
Date 4/16/15


Approved as to Form:



Peter Beckwith
SS911 Legal Advisor
Date _____

Approved as to Form:



Lyndsey Downs
Deputy Prosecuting Attorney
Date 3/30/15