CLARK COUNTY
STAFF REPORT

DEPARTMENT: Clark County Sheriff's Office

DATE: October 24, 2016

REQUESTED ACTION: Authorize the County Manager to sign four Interlocal Agreements between Clark County and the cities of Battle Ground, Camas, Ridgefield, and Washougal for the shared use of a multi-agency police records management system (RMS).

        __X__ Consent _____ Hearing _____ County Manager

BACKGROUND

County IT and vendor Executive Information Services, Inc. (EIS) are engaged in the replacement of the RegJIN records management system (RMS) with a replacement RMS, for the benefit of the Clark County Sheriff's Office (CCSO) and other law enforcement agencies and departments in the region. The new system is scheduled to "go live" on November 6, 2016.

Four city police departments, Battle Ground PD, Camas PD, Ridgefield PD, and Washougal PD, desire to partner with the Sheriff's Office and Clark County in the shared use and administration of the new system. Execution of the four Interlocal Agreements, one for each city, is necessary to formalize the shared roles and responsibilities of the parties.

COUNCIL POLICY IMPLICATIONS
None

ADMINISTRATIVE POLICY IMPLICATIONS
None

COMMUNITY OUTREACH
None specific to this action.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	N/A
Account	N/A
Company Name	N/A

Darin Rouhier
CCSO Finance Manager

Michael Cooke
Clark County Undersheriff
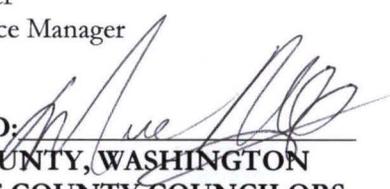
APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 11-01-16

SR# 226-16

APPROVED:
Mark McCauley, County Manager

DATE:

RMS INTERLOCAL AGREEMENT
MULTI-AGENCY RECORDS MANAGEMENT SYSTEM

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of November, 2016, by and between CLARK COUNTY, WASHINGTON, (hereinafter "Clark County"), the Clark County Sheriff's Office (hereinafter "Sheriff's Office"), and the Battle Ground Police Department. Authority to enter into the Agreement is pursuant to RCW 39.34.030.

This Agreement may refer to Clark County, the Sheriff's Office, and the Battle Ground Police Department individually as a "Party" or jointly as the "Parties."

This Agreement is intended to function as a memorandum of understanding and not an Interlocal agreement as it relates to the responsibilities, obligations and rights between the Sheriff's Office and Clark County. This Agreement considers the Sheriff's Office and Clark County as parts of one legal entity and does not confer the legal rights and/or remedies of an Interlocal agreement to the Sheriff's Office with regard to Clark County or to Clark County with regard to the Sheriff's Office.

RECITALS

WHEREAS, the Sheriff's Office, the Battle Ground Police Department, and other local law enforcement agencies have been actively evaluating and pursuing options to replace the existing RegJIN system to better meet agency needs; and

WHEREAS, Clark County entered into a contract with Executive Information Services, Inc. (EIS) to implement and support a multi-agency Records Management System (RMS) and related Interfaces for the benefit of the Sheriff's Office and other Participating Law Enforcement Agencies within Clark County; and

WHEREAS, the Sheriff's Office has invited local law enforcement agencies to join in the implementation and use of the RMS to improve available system functionality and enhance collaboration and information sharing amongst Participating Law Enforcement Agencies; and

WHEREAS, the Battle Ground Police Department desires to partner with Clark County, the Sheriff's Office, and other Participating Law Enforcement Agencies in the implementation and ongoing full Use of the RMS; and

WHEREAS, this AGREEMENT has been authorized by the respective governing bodies of the Battle Ground Police Department and Clark County; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. **Definitions**

The following is a definition of terms used herein:

A. "Access" means the authority granted to the Battle Ground Police Department's Authorized Users to review or receive information from the RMS.

B. "ACCESS" means A Central Computerized Enforcement Service System and refers to the statewide law enforcement telecommunications system operated by the Washington State Patrol (WSP). ACCESS provides telecommunications linkage to law enforcement and other criminal justice agencies. It provides a means for agencies to query multiple state and national databases to include information systems provided by the Department of Corrections, Department of Licensing, Parks, the Washington Crime Information Center (WACIC), and the Washington State Identification Section (WASIS). The system also allows both national and international queries through the International Justice and Public Safety Information Sharing Network (NLETS) switch to include Interstate Identification Index (III) and the National Crime Information Center (NCIC) provided by the Federal Bureau of Investigation (FBI). NLETS also provides responses from the Canadian Police Information Centre (CPIC), and Interpol as well as other state hot file and licensing information. ACCESS usage is limited to criminal justice purposes as outlined by the FBI standards, and as audited (every three years at present) by WSP and the FBI.

C. "Agreement" means this Interlocal Agreement.

D. "Amendment" means a written document required to be signed by the affected Parties when in any way altering the Terms and Conditions or provisions of the Agreement.

E. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and password, as established by an authorized RMS System Administrator, and within WSP ACCESS and FBI CJIS policies.

F. "Authorized RMS User" means any User that has passed the authentication process of the RMS and is thereby authorized to Use the RMS's functions and components based on the permissions established by that User's credentials (User ID and password, etc.).

G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

H. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the RMS on individuals

consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.

I. "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and Intelligence and Investigative Information. It does not include agency personnel or administrative records used for agency operations or management.

J. "Criminal Justice Information Services Security Policy" is referred to more simply as "CJIS" and is a published standard of the FBI to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. By Washington State and Federal law, this Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

K. "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the RMS, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.

L. "Equipment" means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the RMS.

M. "Error" means any defect, problem, condition, bug, or other partial or complete inability of the RMS to operate in accordance with the applicable Specifications and Documentation.

N. "Interface" means a point of interaction between RMS components or the device or code which enables such interaction; applicable to both Equipment and Software.

O. "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.

P. "Material Breach" means any breach of this Agreement that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Agreement.

Q. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing RMS server(s) via a network connection that is compliant with the FBI's Criminal Justice Information System (CJIS) security policies.

R. "Participating Law Enforcement Agencies" means those law enforcement agencies that have executed an Interlocal Agreement for the ongoing full Use of the RMS and related Interfaces.

S. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing RMS server(s) via a CJIS compliant connection.

T. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the RMS.

U. "Police Department Asset" shall mean hardware, software, equipment, real property and fixtures that are owned, operated or leased by the Battle Ground Police Department.

V. "Records Management System (RMS)" is the law enforcement records management system acquired and implemented by Clark County for use by the Sheriff's Office, the Battle Ground Police Department, and other Participating Law Enforcement Agencies within Clark County.

W. "RMS System Administrator" shall mean a specially trained Authorized User that is authorized to perform RMS administrative functions.

X. "RMS System Manager" is the individual with designated named backups appointed by the Sheriff's Office to manage and operate the RMS on a daily basis.

Y. "Specifications" shall mean the specifications contained in the contract between Clark County and EIS for the RMS governing its implementation and use by the Clark County, the Sheriff's Office, and the Battle Ground Police Department.

Z. "Terminal Agency Coordinator (TAC)" is the individual within the Sheriff's Office or other Participating Law Enforcement Agencies designated to serve as the point-of-contact at the local agency for matters relating to CJIS information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies.

AA. "Use" means authorized Access provided to the Battle Ground Police Department to assign Users and their designated permission levels within the RMS; and Users' actual access to enter data, and/or receive information from the RMS.

BB. "User" shall mean any person employed by or working on behalf of Clark County, the Sheriff's Office, the Battle Ground Police Department, and other Participating Law Enforcement Agencies within Clark County; including all Officers, Directors, and any person or entity authorized to provide Services requiring use of the RMS, in the course of assisting one or more of the Parties.

CC.   "User Fees" are fees set by mutual agreement between the Parties to recover the centralized costs related to RMS support and server replacement.

2.   Purpose

The Purpose of this Agreement is to define the terms and conditions under which the RMS will be Accessed and Used by the Battle Ground Police Department and mutually administered, supported, and maintained by Clark County, by and through its Department of Information Technology (hereinafter the "County"), the Clark County Sheriff, by and through its Sheriff's Office, and the Battle Ground Police Department.

3.   Responsibilities of Clark County:

A.   Clark County agrees to enable Access to the RMS via Equipment, including PCs, MDC, and other hand held devices for Authorized Use by Sheriff's Office and Battle Ground Police Department Users.

B.   Clark County agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the CJIS Security Policy requirements – as published by the FBI and as audited (every three years at present) by WSP and FBI.

C.   Clark County agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the ACCESS policy requirements – as published and audited (every three years at present) by WSP.

D.   Clark County agrees to provide procedures, instructions and other documents to the Battle Ground Police Department regarding the methods available and minimum requirements for network connections to gain Access via Clark County's network demarcation points.

E.   Clark County agrees to maintain and administer the County-owned Equipment and Network infrastructure according to Clark County Information Technology policies and procedures, to include:

1) Maintain and update physical and virtual servers and storage devices hosted within Clark County's environment.

   a. Operating system updates and security patches

   b. Anti-Virus, spam and malware protection

2) Provide planned replacement of servers at the end of service life.

3) Manage, monitor, and service the SQL database(s).

4) Manage and maintain backup routines of servers and databases.

5) Manage and monitor disk space.

6) Manage and maintain the network infrastructure within Clark County's domain, including the provision of NetMotion access for MDCs other mobile devices.

7) Implement application software upgrades and patches. Working closely with EIS, Clark County Information Technology staff will supervise, monitor, and perform the implementation of upgrades, updates, and patches provided by EIS to the production server.

8) Clark County IT shall schedule, at least 48 hours in advance, all maintenance and/or administration activities that will or could result in a system outage. A notification will be provided to the RMS System Manager and affected Participating Law Enforcement Agency System Administrators at least 48 hours prior to the scheduled activity for each such instance.

F. Clark County agrees to provide weekly updates to the RMS System Manager and the Battle Ground Police Department System Administrator, to include:

1) Percent of uptime for the RMS during the week,

2) Percent of disk space utilized/available each week,

3) Percent of CPU usage each week,

4) Percent of memory usage each week,

G. Clark County agrees to partner with the RMS System Manager to provide updates on an as needed basis to the Battle Ground Police Department System Administrator, that could include:

1) Detailed explanation of any hardware or network downtime during the week, including root cause, duration, magnitude and resolution, or observations that, left unaddressed, may lead to future outages and/or disruptions,

2) Scheduled outages and planned maintenance, which will include the duration of the maintenance window and a base level of detail.

H. Clark County agrees to monitor, audit, and trouble-shoot the connections necessary to upload information from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.

I. Clark County agrees to provide procedures, instructions and other documents to the Battle Ground Police Department regarding the minimum requirements for PCs, MDCs, network connections, etc. to gain and maintain ongoing Access to Clark County's Network and/or the RMS.

J. Clark County agrees to provide billing to the local agencies for collecting funds for the perpetual support and servicing of the servers and databases, EIS annual support and maintenance, and future expenditures as mutually agreed by the Parties.

K.   Clark County agrees to provide a 24-hour, 365 days per year phone line for the Sheriff's Office and the Battle Ground Police Department to report suspected Network and/or Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

L.   Clark County agrees to provide the access, permission, and authority to the RMS System Manager and designated backups necessary to enable them to troubleshoot and resolve problems and outages that occur outside Clark County IT's normal business hours related to Clark County owned Equipment and Software, to include the RMS System's physical and virtual servers and the RMS System's databases. Such troubleshooting and problem resolution will be done in partnership with Clark County IT staff whenever possible. Also, Clark County IT agrees to provide the RMS System Manager and their designee(s) with access to SolarWinds or similar network monitoring and diagnostic tools to enable ongoing insight into the status of the Clark County network.

4.   **Responsibilities of the Sheriff's Office:**

A.   The Sheriff's Office, Pursuant to Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy, approved October 20, 1976, shall exercise management control of the RMS.

B.   The Sheriff's Office agrees to provide instructions, documents, and arrange for the necessary training to certify one or more Battle Ground Police Department RMS System Administrators to perform necessary administrative functions such as adding and removing Users from the RMS, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. The Sheriff's Office will provide ongoing training for RMS System Administrators at the times and places as mutually agreed upon by the Parties.

C.   The Sheriff's Office agrees to provide, to the extent resources permit, limited ongoing support to the Battle Ground Police Department to aid its RMS System Administrator(s) in the performance of their responsibilities and functions.

D.   The Sheriff's Office agrees to provide training materials, training mentors and access to the RMS training environment to enable the Battle Ground Police Department's trainers to provide RMS training and instruction to its Users.

E.   The Sheriff's Office agrees to monitor, audit, and trouble-shoot the content and information that is shared from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.

F.   The Sheriff's Office agrees to provide a 24-hour, 365 days per year phone line for the Battle Ground Police Department to report problems involving the EIS application and/or the RMS that do not appear to be Network and Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

5. Responsibilities of the Battle Ground Police Department:

A. The Battle Ground Police Department warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.

B. The Battle Ground Police Department acknowledges and agrees that its Users will only Access or Use the RMS for Authorized Uses. Permission to Access or Use the information available in or through the RMS other than for Authorized Use shall be obtained in writing from the Sheriff's Office prior to any such use.

C. The Battle Ground Police Department acknowledges and agrees that its Users will not modify through computer programming or other techniques the functions, capabilities, and operations of the RMS unless written authorization is provided by the RMS System Manager prior to performing such modifications.

D. The Battle Ground Police Department shall at all times have at least one designated RMS System Administrator. The RMS System Administrator(s) shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the RMS for its Users within the constraints of this Agreement.

E. The Battle Ground Police Department is responsible for providing, installing and configuring, in a manner that complies with the minimum requirements of the RMS, its own Equipment. This includes, but is not limited to PCs, MDCs, printers, scanners, image capture devices and other peripherals required or necessary for its Users to Access and Use the RMS.

F. The Battle Ground Police Department is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables its Equipment to reach Clark County's network demarcation points.

G. The Battle Ground Police Department is responsible for identifying to the RMS System Manager a designated qualified TAC, and for ensuring that all of its Equipment, network access points, and Users with Access to the RMS comply with the most current CJIS and ACCESS security policies. The Battle Ground Police Department is responsible for curing on a timely basis (as determined by the WSP and/or FBI) any problems uncovered as a result of either a WSP or an FBI audit.

H. The Battle Ground Police Department authorizes the Sheriff's Office to provide its public records category data that is contained in the RMS to LInX Northwest for access and authorized use by LInX Northwest users.

6. Confidentiality

A. Maintenance of Confidentiality. The Parties shall treat as confidential any Confidential Information that has been made known or available or that has been received, learned, heard or observed; or to which a Party has had access. The

Parties shall use Confidential Information exclusively for the Parties' benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the Parties, in no event shall a Party publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. The Parties shall (1) limit disclosure of the Confidential Information to those directors, officers, employees and agents who need to know the Confidential Information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as it employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the Party who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the Parties' possession or custody or under its control. The Parties are expressly restricted from and shall not use Confidential intellectual property of the Parties without prior written consent.

B.   The Parties acknowledge that each is subject to the Washington Public Records Act and related Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by one or more Parties, a public record and subject to disclosure. The Party receiving a public records request agrees, consistent with state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. Specifically, the Parties shall abide by RCW 42.56 for cases involving public records contained in the RMS. A Parties' commitments to maintain information confidential under this Agreement are all subject to the constraints of Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the Parties will maintain the confidentiality of information.

C.   The Parties acknowledge and agree that the Sheriff's Office and the Battle Ground Police Department each owns its own data in the RMS.

D.   Each Party acknowledges that unauthorized disclosure of Confidential Information will result in irreparable harm to one or more of the other Parties and/or other Participating Law Enforcement Agencies. In the event of a breach or threatened breach of this Agreement, the Sheriff's Office or the Battle Ground Police Department may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

7.   Limits on Dissemination

Dissemination by the Parties of Criminal Justice Information available in or through the RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

8.   Information Control and Responsibility

Additions, modifications, and deletions of information or data stored in the RMS shall be restricted to being performed by the agency owning the information or data. Such changes may be made by the Sheriff's Office at the request of the owning agency. In any event, such changes will be restricted to specifically authorized Users and devices in accordance

with the most current CJIS Security Policy, and consistent with each Party's scope of responsibility in providing Access.

9.   **Security**

A.   Physical Security - each Party shall be responsible for maintaining the physical security of all devices that are authorized to Access the RMS, as well as any printed output or RMS Documentation which might permit unauthorized Access to, or Use of the RMS.

B.   On-Line Security - The RMS contains procedures and tools to ensure that only authorized Users and devices can Access the information available in or through the RMS. The Parties acknowledge and agree that their Users will be required to enter RMS User IDs and passwords before gaining Access to the RMS, including RMS functions and RMS data. Each Party is responsible for issuing individual RMS User IDs and passwords to its respective Users and each acknowledges and agrees that its Users will not share RMS User IDs and passwords.

C.   Personnel Security - Any individual(s) that are provided Access to the RMS by the Parties through the issuing of RMS IDs and passwords shall undergo the following security checks:

1)   A personal background investigation equivalent to a background investigation that would enable them to Access their respective agency's confidential information.

2)   Be fingerprinted and their identification and personal history verified through a check of the RMS master name index; as well as the National Crime Information Center, and the FBI's Criminal Identification files.

3)   Complete training and/or obtain appropriate certifications from WSP for any LEDS and NCIC transactions for which the User is authorized to perform within or via the RMS.

4)   ACCESS training and certifications.

D.   The Parties acknowledge and agree to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through the RMS and for those employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through the RMS. If applicable, the Parties shall deny or terminate Access to any prospective or current User that is found to be in violation of current CJIS policy.

E.   The Parties acknowledge and agree to immediately deactivate the RMS User ID and password of any employee or contractor who is no longer an employee, a contractor, or who no longer requires Access to the RMS.

F.   The RMS System Manager will perform an annual audit of all Authorized Users. The Parties agree to certify annually, at the RMS System Manager's request, the full and complete list of all Authorized Users from their agency.

G.   The Parties shall limit RMS access to authorized Users, and shall not grant access to outside agencies or their representatives without expressed consent from the Sheriff's Office for each instance individually.

H.   The Parties shall provide immediate notification to the RMS System Manager of any security breach that affects the RMS or any other Clark County or Sheriff's Office system. The Parties shall provide notification to the RMS System Manager of any incident relating to RMS integrity such as a computer virus.

I.   Failure to comply with the Security and Access specifications contained in the Agreement may, as necessary to protect the data of other Participating Law Enforcement Agencies, result in the partial or full suspension of a Party's Access or its Users' Access to the RMS until such failures are corrected.

10.   Payment

A.   Clark County shall invoice the Sheriff's Office and the Battle Ground Police Department an annual User Fee by January 31 of each year based on the number of authorized and budgeted sworn officers per agency as of January 1 of each year.

B.   By January 10 of each year, The Sheriff's Office and the Battle Ground Police Department shall each report to Clark County Information Technology the number of authorized and budgeted sworn officers as of January 1 of that year.

C.   Starting in 2017 and continuing through 2021, the User Fee shall be fixed and equal to $426.00 per year ($35.50 per month) per authorized and budgeted sworn officer as of January 1 of each year.

D.   Any User Fees collected by Clark County from the Sheriff's Office and all Participating Law Enforcement Agencies over and above $94,570 per year from 2017 through 2021 shall result in an itemized credit on the following year's billing.

E.   Starting in 2022, the User Fee may be adjusted annually to recover the actual ongoing RMS support/maintenance charges payable to EIS and actual ongoing server repair and replacement charges only, subject to a 5% maximum annual increase.

F.   Additional RMS-related services and/or RMS functions that may be added via an Amendment to this Agreement will be invoiced as a separate line item.

G.   The Sheriff's Office and the Battle Ground Police Department shall submit payment within thirty (30) days of receipt of the invoice from the Clark County Information Technology.

H.   Failure to pay Clark County Information Technology as due may result in the suspension of Access to the RMS until fully paid up.

11. **Duration, Withdrawal and Termination:**

A. The term of this Agreement is five (5) years and will be automatically renewed unless terminated as provided below.

B. This Agreement may be terminated by either the Sheriff's Office or the Battle Ground Police Department by the provision of a 180-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by either certified US mail, return receipt requested, or by personal delivery.

C. The effective date of termination shall be on January 1 of the year following the year during which the 180-day written notice expired.

D. Upon the effective date of termination, the Battle Ground Police Department may remove its assets from the RMS including its owned RMS data. All costs associated with the reasonable removal of the Battle Ground Police Department's assets and owned RMS data will be the responsibility of the Battle Ground Police Department, unless termination notice is provided by the Sheriff's Office in which case the Sheriff's Office will either keep the data or the Battle Ground Police Department will be responsible for all costs associated with the reasonable removal of the Battle Ground Police Department's assets and owned RMS data.

E. Up to 90 days shall be allocated for the RMS System Manager to withdraw the Battle Ground Police Department's assets and owned RMS data from the RMS after the date upon which the termination becomes effective. The Battle Ground Police Department may, at its option, continue to Access the RMS during this period.

F. In the event of termination, the Battle Ground Police Department shall pay Clark County for work performed in accordance with the Agreement prior to the effective date of termination.

12. **Force Majeure:**

In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.

13. **Dispute Resolution:**

The Battle Ground Police Department shall cooperate with the Sheriff's Office and Clark County to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

A. Any dispute between the Battle Ground Police Department and the Sheriff's Office and/or Clark County under this Agreement shall be resolved, if possible by the RMS System Manager or their designee on behalf of the Sheriff's Office and Clark

County, and the RMS System Administrator or their designee on behalf of the Battle Ground Police Department.

B.   If the RMS System Manager and Battle Ground Police Department's RMS System Administrator are unable to resolve any dispute within seven (7) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Sheriff or their designee on behalf of the Sheriff's Office and the Chief of Police or their designee on behalf of the Battle Ground Police Department for resolution, if possible.

C.   Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) calendar days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

D.   Should an equitable solution not result from the foregoing, the Sheriff's Office and the Battle Ground Police Department shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement. Each Party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.

E.   The Sheriff's Office and the Battle Ground Police Department shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the Sheriff's Office and the Battle Ground Police Department shall continue to make all payments that are not in dispute, in accordance with the Agreement.

14. **Notice**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to Clark County: Chief Information Officer
                                             Clark County Information Technology
                                             707 W. 13th Street
                                             Vancouver, WA 98666

If to the Sheriff's Office: RMS System Manager
                                             Clark County Sheriff's Office
                                             707 W. 13th Street

Vancouver, WA 98666

If to the Battle Ground Police Department: _____

_____

Battle Ground Police Department

_____

_____

15. Amendments

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the Parties may amend this Agreement at any time only by written Amendment executed by the Parties.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is executed in writing by authorized representatives of the affected Parties. If the requirements for Amendment as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

16. Interpretation

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Washington law. Any litigation between the Parties arising under this Agreement shall occur in the Superior Court of Clark County, Washington.

17. Indemnification

To the extent permitted by the Constitution and laws of Washington, Clark County, the Parties shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's councilors, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, no Party shall in any way be liable to hold harmless or indemnify another Party for any costs or claims arising directly, or indirectly, out of any RMS related activities in which they are not participating.

18. Assignment

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

19. Waiver

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

20. Remedies

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

21. Survival

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

22. No Third Party Beneficiaries

The Parties expressly agree that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party. This Agreement is entered into for the benefit of the Parties. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

23. Severability

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

24. Execution in Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same Agreement.
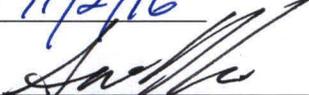

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

CLARK COUNTY, WASHINGTON, a subdivision of the State of Washington

By: _____
Mark McCauley, County Manager
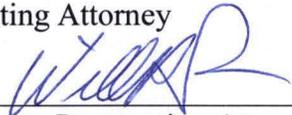Date: 11/2/16

By: _____ **Sam Kim**
Sam Kim, Chief Information Officer
Date: _____

By: _____
Chuck E. Atkins, Sheriff
Date: 10-25-16

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

CITY OF BATTLE GROUND, WASHINGTON

By: _____
_____, City Manager
Date: _____

By: _____
_____, Police Chief
Date: _____

By: _____

Date: _____

Approved as to Form Only

By: _____

RMS INTERLOCAL AGREEMENT
MULTI-AGENCY RECORDS MANAGEMENT SYSTEM

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of November, 2016, by and between CLARK COUNTY, WASHINGTON, (hereinafter "Clark County"), the Clark County Sheriff's Office (hereinafter "Sheriff's Office"), and the Camas Police Department. Authority to enter into the Agreement is pursuant to RCW 39.34.030.

This Agreement may refer to Clark County, the Sheriff's Office, and the Camas Police Department individually as a "Party" or jointly as the "Parties."

This Agreement is intended to function as a memorandum of understanding and not an Interlocal agreement as it relates to the responsibilities, obligations and rights between the Sheriff's Office and Clark County. This Agreement considers the Sheriff's Office and Clark County as parts of one legal entity and does not confer the legal rights and/or remedies of an Interlocal agreement to the Sheriff's Office with regard to Clark County or to Clark County with regard to the Sheriff's Office.

RECITALS

WHEREAS, the Sheriff's Office, the Camas Police Department, and other local law enforcement agencies have been actively evaluating and pursuing options to replace the existing RegJIN system to better meet agency needs; and

WHEREAS, Clark County entered into a contract with Executive Information Services, Inc. (EIS) to implement and support a multi-agency Records Management System (RMS) and related Interfaces for the benefit of the Sheriff's Office and other Participating Law Enforcement Agencies within Clark County; and

WHEREAS, the Sheriff's Office has invited local law enforcement agencies to join in the implementation and use of the RMS to improve available system functionality and enhance collaboration and information sharing amongst Participating Law Enforcement Agencies; and

WHEREAS, the Camas Police Department desires to partner with Clark County, the Sheriff's Office, and other Participating Law Enforcement Agencies in the implementation and ongoing full Use of the RMS; and

WHEREAS, this AGREEMENT has been authorized by the respective governing bodies of the Camas Police Department and Clark County; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. **Definitions**

   The following is a definition of terms used herein:

   A.   "Access" means the authority granted to the Camas Police Department's Authorized Users to review or receive information from the RMS.

B.   "ACCESS" means A Central Computerized Enforcement Service System and refers to the statewide law enforcement telecommunications system operated by the Washington State Patrol (WSP). ACCESS provides telecommunications linkage to law enforcement and other criminal justice agencies. It provides a means for agencies to query multiple state and national databases to include information systems provided by the Department of Corrections, Department of Licensing, Parks, the Washington Crime Information Center (WACIC), and the Washington State Identification Section (WASIS). The system also allows both national and international queries through the International Justice and Public Safety Information Sharing Network (NLETS) switch to include Interstate Identification Index (III) and the National Crime Information Center (NCIC) provided by the Federal Bureau of Investigation (FBI). NLETS also provides responses from the Canadian Police Information Centre (CPIC), and Interpol as well as other state hot file and licensing information. ACCESS usage is limited to criminal justice purposes as outlined by the FBI standards, and as audited (every three years at present) by WSP and the FBI.

C.   "Agreement" means this Interlocal Agreement.

D.   "Amendment" means a written document required to be signed by the affected Parties when in any way altering the Terms and Conditions or provisions of the Agreement.

E.   "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and password, as established by an authorized RMS System Administrator, and within WSP ACCESS and FBI CJIS policies.

F.   "Authorized RMS User" means any User that has passed the authentication process of the RMS and is thereby authorized to Use the RMS's functions and components based on the permissions established by that User's credentials (User ID and password, etc.).

G.   "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

H.   "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the RMS on individuals

consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.

I.   "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and Intelligence and Investigative Information. It does not include agency personnel or administrative records used for agency operations or management.

J.   "Criminal Justice Information Services Security Policy" is referred to more simply as "CJIS" and is a published standard of the FBI to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. By Washington State and Federal law, this Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

K.   "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the RMS, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.

L.   "Equipment" means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the RMS.

M.   "Error" means any defect, problem, condition, bug, or other partial or complete inability of the RMS to operate in accordance with the applicable Specifications and Documentation.

N.   "Interface" means a point of interaction between RMS components or the device or code which enables such interaction; applicable to both Equipment and Software.

O.   "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.

P.   "Material Breach" means any breach of this Agreement that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Agreement.

Q. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing RMS server(s) via a network connection that is compliant with the FBI's Criminal Justice Information System (CJIS) security policies.

R. "Participating Law Enforcement Agencies" means those law enforcement agencies that have executed an Interlocal Agreement for the ongoing full Use of the RMS and related Interfaces.

S. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing RMS server(s) via a CJIS compliant connection.

T. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the RMS.

U. "Police Department Asset" shall mean hardware, software, equipment, real property and fixtures that are owned, operated or leased by the Camas Police Department.

V. "Records Management System (RMS)" is the law enforcement records management system acquired and implemented by Clark County for use by the Sheriff's Office, the Camas Police Department, and other Participating Law Enforcement Agencies within Clark County.

W. "RMS System Administrator" shall mean a specially trained Authorized User that is authorized to perform RMS administrative functions.

X. "RMS System Manager" is the individual with designated named backups appointed by the Sheriff's Office to manage and operate the RMS on a daily basis.

Y. "Specifications" shall mean the specifications contained in the contract between Clark County and EIS for the RMS governing its implementation and use by the Clark County, the Sheriff's Office, and the Camas Police Department.

Z. "Terminal Agency Coordinator (TAC)" is the individual within the Sheriff's Office or other Participating Law Enforcement Agencies designated to serve as the point-of-contact at the local agency for matters relating to CJIS information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies.

AA. "Use" means authorized Access provided to the Camas Police Department to assign Users and their designated permission levels within the RMS; and Users' actual access to enter data, and/or receive information from the RMS.

BB. "User" shall mean any person employed by or working on behalf of Clark County, the Sheriff's Office, the Camas Police Department, and other Participating Law Enforcement Agencies within Clark County; including all Officers, Directors, and any person or entity authorized to provide Services requiring use of the RMS, in the course of assisting one or more of the Parties.

CC. "User Fees" are fees set by mutual agreement between the Parties to recover the centralized costs related to RMS support and server replacement.

2. **Purpose**

The Purpose of this Agreement is to define the terms and conditions under which the RMS will be Accessed and Used by the Camas Police Department and mutually administered, supported, and maintained by Clark County, by and through its Department of Information Technology(hereinafter the "County"), the Clark County Sheriff, by and through its Sheriff's Office, and the Camas Police Department.

3. **Responsibilities of Clark County:**

A. Clark County agrees to enable Access to the RMS via Equipment, including PCs, MDC, and other hand held devices for Authorized Use by Sheriff's Office and Camas Police Department Users.

B. Clark County agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the CJIS Security Policy requirements – as published by the FBI and as audited (every three years at present) by WSP and FBI.

C. Clark County agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the ACCESS policy requirements – as published and audited (every three years at present) by WSP.

D. Clark County agrees to provide procedures, instructions and other documents to the Camas Police Department regarding the methods available and minimum requirements for network connections to gain Access via Clark County's network demarcation points.

E. Clark County agrees to maintain and administer the County-owned Equipment and Network infrastructure according to Clark County Information Technology policies and procedures, to include:

1) Maintain and update physical and virtual servers and storage devices hosted within Clark County's environment.

   a. Operating system updates and security patches

   b. Anti-Virus, spam and malware protection

2) Provide planned replacement of servers at the end of service life.

3) Manage, monitor, and service the SQL database(s).

4) Manage and maintain backup routines of servers and databases.

5) Manage and monitor disk space.

6) Manage and maintain the network infrastructure within Clark County's domain, including the provision of NetMotion access for MDCs other mobile devices.

7) Implement application software upgrades and patches. Working closely with EIS, Clark County Information Technology staff will supervise, monitor, and perform the implementation of upgrades, updates, and patches provided by EIS to the production server.

8) Clark County IT shall schedule, at least 48 hours in advance, all maintenance and/or administration activities that will or could result in a system outage. A notification will be provided to the RMS System Manager and affected Participating Law Enforcement Agency System Administrators at least 48 hours prior to the scheduled activity for each such instance.

F. Clark County agrees to provide weekly updates to the RMS System Manager and the Camas Police Department System Administrator, to include:

1) Percent of uptime for the RMS during the week,

2) Percent of disk space utilized/available each week,

3) Percent of CPU usage each week,

4) Percent of memory usage each week,

G. Clark County agrees to partner with the RMS System Manager to provide updates on an as needed basis to the Camas Police Department System Administrator, that could include:

1) Detailed explanation of any hardware or network downtime during the week, including root cause, duration, magnitude and resolution, or observations that, left unaddressed, may lead to future outages and/or disruptions,

2) Scheduled outages and planned maintenance, which will include the duration of the maintenance window and a base level of detail.

H. Clark County agrees to monitor, audit, and trouble-shoot the connections necessary to upload information from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.

I. Clark County agrees to provide procedures, instructions and other documents to the Camas Police Department regarding the minimum requirements for PCs, MDCs, network connections, etc. to gain and maintain ongoing Access to Clark County's Network and/or the RMS.

J. Clark County agrees to provide billing to the local agencies for collecting funds for the perpetual support and servicing of the servers and databases, EIS annual support and maintenance, and future expenditures as mutually agreed by the Parties.

K.   Clark County agrees to provide a 24-hour, 365 days per year phone line for the Sheriff's Office and the Camas Police Department to report suspected Network and/or Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

L.   Clark County agrees to provide the access, permission, and authority to the RMS System Manager and designated backups necessary to enable them to troubleshoot and resolve problems and outages that occur outside Clark County IT's normal business hours related to Clark County owned Equipment and Software, to include the RMS System's physical and virtual servers and the RMS System's databases. Such troubleshooting and problem resolution will be done in partnership with Clark County IT staff whenever possible. Also, Clark County IT agrees to provide the RMS System Manager and their designee(s) with access to SolarWinds or similar network monitoring and diagnostic tools to enable ongoing insight into the status of the Clark County network.

4.   Responsibilities of the Sheriff's Office:

A.   The Sheriff's Office, Pursuant to Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy, approved October 20, 1976, shall exercise management control of the RMS.

B.   The Sheriff's Office agrees to provide instructions, documents, and arrange for the necessary training to certify one or more Camas Police Department RMS System Administrators to perform necessary administrative functions such as adding and removing Users from the RMS, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. The Sheriff's Office will provide ongoing training for RMS System Administrators at the times and places as mutually agreed upon by the Parties.

C.   The Sheriff's Office agrees to provide, to the extent resources permit, limited ongoing support to the Camas Police Department to aid its RMS System Administrator(s) in the performance of their responsibilities and functions.

D.   The Sheriff's Office agrees to provide training materials, training mentors and access to the RMS training environment to enable the Camas Police Department's trainers to provide RMS training and instruction to its Users.

E.   The Sheriff's Office agrees to monitor, audit, and trouble-shoot the content and information that is shared from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.

F.   The Sheriff's Office agrees to provide a 24-hour, 365 days per year phone line for the Camas Police Department to report problems involving the EIS application and/or the RMS that do not appear to be Network and Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

5.   Responsibilities of the Camas Police Department:

A.   The Camas Police Department warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.

B.   The Camas Police Department acknowledges and agrees that its Users will only Access or Use the RMS for Authorized Uses. Permission to Access or Use the information available in or through the RMS other than for Authorized Use shall be obtained in writing from the Sheriff's Office prior to any such use.

C.   The Camas Police Department acknowledges and agrees that its Users will not modify through computer programming or other techniques the functions, capabilities, and operations of the RMS unless written authorization is provided by the RMS System Manager prior to performing such modifications.

D.   The Camas Police Department shall at all times have at least one designated RMS System Administrator. The RMS System Administrator(s) shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the RMS for its Users within the constraints of this Agreement.

E.   The Camas Police Department is responsible for providing, installing and configuring, in a manner that complies with the minimum requirements of the RMS, its own Equipment. This includes, but is not limited to PCs, MDCs, printers, scanners, image capture devices and other peripherals required or necessary for its Users to Access and Use the RMS.

F.   The Camas Police Department is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables its Equipment to reach Clark County's network demarcation points.

G.   The Camas Police Department is responsible for identifying to the RMS System Manager a designated qualified TAC, and for ensuring that all of its Equipment, network access points, and Users with Access to the RMS comply with the most current CJIS and ACCESS security policies. The Camas Police Department is responsible for curing on a timely basis (as determined by the WSP and/or FBI) any problems uncovered as a result of either a WSP or an FBI audit.

H.   The Camas Police Department authorizes the Sheriff's Office to provide its public records category data that is contained in the RMS to LInX Northwest for access and authorized use by LInX Northwest users.

6.   Confidentiality

A.   Maintenance of Confidentiality. The Parties shall treat as confidential any Confidential Information that has been made known or available or that has been received, learned, heard or observed; or to which a Party has had access. The Parties shall use Confidential Information exclusively for the Parties' benefit and in

furtherance of this Agreement. Except as may be expressly authorized in writing by the Parties, in no event shall a Party publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. The Parties shall (1) limit disclosure of the Confidential Information to those directors, officers, employees and agents who need to know the Confidential Information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as it employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the Party who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the Parties' possession or custody or under its control. The Parties are expressly restricted from and shall not use Confidential intellectual property of the Parties without prior written consent.

B.   The Parties acknowledge that each is subject to the Washington Public Records Act and related Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by one or more Parties, a public record and subject to disclosure. The Party receiving a public records request agrees, consistent with state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. Specifically, the Parties shall abide by RCW 42.56 for cases involving public records contained in the RMS. A Parties' commitments to maintain information confidential under this Agreement are all subject to the constraints of Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the Parties will maintain the confidentiality of information.

C.   The Parties acknowledge and agree that the Sheriff's Office and the Camas Police Department each owns its own data in the RMS.

D.   Each Party acknowledges that unauthorized disclosure of Confidential Information will result in irreparable harm to one or more of the other Parties and/or other Participating Law Enforcement Agencies. In the event of a breach or threatened breach of this Agreement, the Sheriff's Office or the Camas Police Department may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

7.   Limits on Dissemination

Dissemination by the Parties of Criminal Justice Information available in or through the RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

8.   Information Control and Responsibility

Additions, modifications, and deletions of information or data stored in the RMS shall be restricted to being performed by the agency owning the information or data. Such changes may be made by the Sheriff's Office at the request of the owning agency. In any event, such changes will be restricted to specifically authorized Users and devices in accordance

with the most current CJIS Security Policy, and consistent with each Party's scope of responsibility in providing Access.

9. **Security**

   A. Physical Security - each Party shall be responsible for maintaining the physical security of all devices that are authorized to Access the RMS, as well as any printed output or RMS Documentation which might permit unauthorized Access to, or Use of the RMS.

   B. On-Line Security - The RMS contains procedures and tools to ensure that only authorized Users and devices can Access the information available in or through the RMS. The Parties acknowledge and agree that their Users will be required to enter RMS User IDs and passwords before gaining Access to the RMS, including RMS functions and RMS data. Each Party is responsible for issuing individual RMS User IDs and passwords to its respective Users and each acknowledges and agrees that its Users will not share RMS User IDs and passwords.

   C. Personnel Security - Any individual(s) that are provided Access to the RMS by the Parties through the issuing of RMS IDs and passwords shall undergo the following security checks:

       1) A personal background investigation equivalent to a background investigation that would enable them to Access their respective agency's confidential information.

       2) Be fingerprinted and their identification and personal history verified through a check of the RMS master name index; as well as the National Crime Information Center, and the FBI's Criminal Identification files.

       3) Complete training and/or obtain appropriate certifications from WSP for any LEDS and NCIC transactions for which the User is authorized to perform within or via the RMS.

       4) ACCESS training and certifications.

   D. The Parties acknowledge and agree to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through the RMS and for those employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through the RMS. If applicable, the Parties shall deny or terminate Access to any prospective or current User that is found to be in violation of current CJIS policy.

   E. The Parties acknowledge and agree to immediately deactivate the RMS User ID and password of any employee or contractor who is no longer an employee, a contractor, or who no longer requires Access to the RMS.

F. The RMS System Manager will perform an annual audit of all Authorized Users. The Parties agree to certify annually, at the RMS System Manager's request, the full and complete list of all Authorized Users from their agency.

G. The Parties shall limit RMS access to authorized Users, and shall not grant access to outside agencies or their representatives without expressed consent from the Sheriff's Office for each instance individually.

H. The Parties shall provide immediate notification to the RMS System Manager of any security breach that affects the RMS or any other Clark County or Sheriff's Office system. The Parties shall provide notification to the RMS System Manager of any incident relating to RMS integrity such as a computer virus.

I. Failure to comply with the Security and Access specifications contained in the Agreement may, as necessary to protect the data of other Participating Law Enforcement Agencies, result in the partial or full suspension of a Party's Access or its Users' Access to the RMS until such failures are corrected.

10. Payment

A. Clark County shall invoice the Sheriff's Office and the Camas Police Department an annual User Fee by January 31 of each year based on the number of authorized and budgeted sworn officers per agency as of January 1 of each year.

B. By January 10 of each year, The Sheriff's Office and the Camas Police Department shall each report to Clark County Information Technology the number of authorized and budgeted sworn officers as of January 1 of that year.

C. Starting in 2017 and continuing through 2021, the User Fee shall be fixed and equal to $426.00 per year ($35.50 per month) per authorized and budgeted sworn officer as of January 1 of each year.

D. Any User Fees collected by Clark County from the Sheriff's Office and all Participating Law Enforcement Agencies over and above $94,570 per year from 2017 through 2021 shall result in an itemized credit on the following year's billing.

E. Starting in 2022, the User Fee may be adjusted annually to recover the actual ongoing RMS support/maintenance charges payable to EIS and actual ongoing server repair and replacement charges only, subject to a 5% maximum annual increase.

F. Additional RMS-related services and/or RMS functions that may be added via an Amendment to this Agreement will be invoiced as a separate line item.

G. The Sheriff's Office and the Camas Police Department shall submit payment within thirty (30) days of receipt of the invoice from the Clark County Information Technology.

H. Failure to pay Clark County Information Technology as due may result in the suspension of Access to the RMS until fully paid up.

11. **Duration, Withdrawal and Termination:**

A. The term of this Agreement is five (5) years and will be automatically renewed unless terminated as provided below.

B. This Agreement may be terminated by either the Sheriff's Office or the Camas Police Department by the provision of a 180-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by either certified US mail, return receipt requested, or by personal delivery.

C. The effective date of termination shall be on January 1 of the year following the year during which the 180-day written notice expired.

D. Upon the effective date of termination, the Camas Police Department may remove its assets from the RMS including its owned RMS data. All costs associated with the reasonable removal of the Camas Police Department's assets and owned RMS data will be the responsibility of the Camas Police Department, unless termination notice is provided by the Sheriff's Office in which case the Sheriff's Office will either keep the data or the Camas Police Department will be responsible for all costs associated with the reasonable removal of the Camas Police Department's assets and owned RMS data.

E. Up to 90 days shall be allocated for the RMS System Manager to withdraw the Camas Police Department's assets and owned RMS data from the RMS after the date upon which the termination becomes effective. The Camas Police Department may, at its option, continue to Access the RMS during this period.

F. In the event of termination, the Camas Police Department shall pay Clark County for work performed in accordance with the Agreement prior to the effective date of termination.

12. **Force Majeure:**

In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.

13. **Dispute Resolution:**

The Camas Police Department shall cooperate with the Sheriff's Office and Clark County to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

A. Any dispute between the Camas Police Department and the Sheriff's Office and/or Clark County under this Agreement shall be resolved, if possible by the RMS System Manager or their designee on behalf of the Sheriff's Office and Clark

County, and the RMS System Administrator or their designee on behalf of the Camas Police Department.

B.   If the RMS System Manager and Camas Police Department's RMS System Administrator are unable to resolve any dispute within seven (7) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Sheriff or their designee on behalf of the Sheriff's Office and the Chief of Police or their designee on behalf of the Camas Police Department for resolution, if possible.

C.   Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) calendar days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

D.   Should an equitable solution not result from the foregoing, the Sheriff's Office and the Camas Police Department shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement. Each Party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.

E.   The Sheriff's Office and the Camas Police Department shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the Sheriff's Office and the Camas Police Department shall continue to make all payments that are not in dispute, in accordance with the Agreement.

14.   **Notice**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to Clark County: Chief Information Officer
                                       Clark County Information Technology
                                       707 W. 13th Street
                                       Vancouver, WA 98666

If to the Sheriff's Office: RMS System Manager
                                       Clark County Sheriff's Office
                                       707 W. 13th Street
                                       Vancouver, WA 98666

If to the Camas Police Department: _____

_____

<u>Camas Police Department</u>

_____

_____

15. Amendments

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the Parties may amend this Agreement at any time only by written Amendment executed by the Parties.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is executed in writing by authorized representatives of the affected Parties. If the requirements for Amendment as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

16. Interpretation

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Washington law. Any litigation between the Parties arising under this Agreement shall occur in the Superior Court of Clark County, Washington.

17. Indemnification

To the extent permitted by the Constitution and laws of Washington, Clark County, the Parties shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's councilors, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, no Party shall in any way be liable to hold harmless or indemnify another Party for any costs or claims arising directly, or indirectly, out of any RMS related activities in which they are not participating.

18. Assignment

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

19. Waiver

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

20. Remedies

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

21.   **Survival**

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

22.   **No Third Party Beneficiaries**

The Parties expressly agree that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party. This Agreement is entered into for the benefit of the Parties. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

23.   **Severability**

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

24.   **Execution in Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.
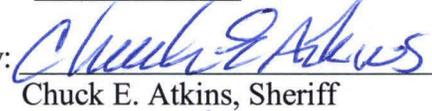
CLARK COUNTY, WASHINGTON, a subdivision of the State of Washington

By: _____
    Mark McCauley, County Manager

Date: 11/2/16

By: _____ Sam Kim
    Sam Kim, Chief Information Officer

Date: _____

By: _____
    Chuck E. Atkins, Sheriff

Date: 10-25-16

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
    Deputy Prosecuting Attorney

CITY OF CAMAS, WASHINGTON

By: _____
_____, City Manager

Date: _____

By: _____
_____, Police Chief

Date: _____

By: _____

Date: _____

Approved as to Form Only

By: _____

RMS INTERLOCAL AGREEMENT
MULTI-AGENCY RECORDS MANAGEMENT SYSTEM

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of November, 2016, by and between CLARK COUNTY, WASHINGTON, (hereinafter "Clark County"), the Clark County Sheriff's Office (hereinafter "Sheriff's Office"), and the Ridgefield Police Department. Authority to enter into the Agreement is pursuant to RCW 39.34.030.

This Agreement may refer to Clark County, the Sheriff's Office, and the Ridgefield Police Department individually as a "Party" or jointly as the "Parties."

This Agreement is intended to function as a memorandum of understanding and not an Interlocal agreement as it relates to the responsibilities, obligations and rights between the Sheriff's Office and Clark County. This Agreement considers the Sheriff's Office and Clark County as parts of one legal entity and does not confer the legal rights and/or remedies of an Interlocal agreement to the Sheriff's Office with regard to Clark County or to Clark County with regard to the Sheriff's Office.

RECITALS

WHEREAS, the Sheriff's Office, the Ridgefield Police Department, and other local law enforcement agencies have been actively evaluating and pursuing options to replace the existing RegJIN system to better meet agency needs; and

WHEREAS, Clark County entered into a contract with Executive Information Services, Inc. (EIS) to implement and support a multi-agency Records Management System (RMS) and related Interfaces for the benefit of the Sheriff's Office and other Participating Law Enforcement Agencies within Clark County; and

WHEREAS, the Sheriff's Office has invited local law enforcement agencies to join in the implementation and use of the RMS to improve available system functionality and enhance collaboration and information sharing amongst Participating Law Enforcement Agencies; and

WHEREAS, the Ridgefield Police Department desires to partner with Clark County, the Sheriff's Office, and other Participating Law Enforcement Agencies in the implementation and ongoing full Use of the RMS; and

WHEREAS, this AGREEMENT has been authorized by the respective governing bodies of the Ridgefield Police Department and Clark County; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. **Definitions**

The following is a definition of terms used herein:

A. "Access" means the authority granted to the Ridgefield Police Department's Authorized Users to review or receive information from the RMS.

B.   "ACCESS" means A Central Computerized Enforcement Service System and refers to the statewide law enforcement telecommunications system operated by the Washington State Patrol (WSP). ACCESS provides telecommunications linkage to law enforcement and other criminal justice agencies. It provides a means for agencies to query multiple state and national databases to include information systems provided by the Department of Corrections, Department of Licensing, Parks, the Washington Crime Information Center (WACIC), and the Washington State Identification Section (WASIS). The system also allows both national and international queries through the International Justice and Public Safety Information Sharing Network (NLETS) switch to include Interstate Identification Index (III) and the National Crime Information Center (NCIC) provided by the Federal Bureau of Investigation (FBI). NLETS also provides responses from the Canadian Police Information Centre (CPIC), and Interpol as well as other state hot file and licensing information. ACCESS usage is limited to criminal justice purposes as outlined by the FBI standards, and as audited (every three years at present) by WSP and the FBI.

C.   "Agreement" means this Interlocal Agreement.

D.   "Amendment" means a written document required to be signed by the affected Parties when in any way altering the Terms and Conditions or provisions of the Agreement.

E.   "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and password, as established by an authorized RMS System Administrator, and within WSP ACCESS and FBI CJIS policies.

F.   "Authorized RMS User" means any User that has passed the authentication process of the RMS and is thereby authorized to Use the RMS's functions and components based on the permissions established by that User's credentials (User ID and password, etc.).

G.   "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

H.   "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the RMS on individuals

consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.

I.   "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and Intelligence and Investigative Information. It does not include agency personnel or administrative records used for agency operations or management.

J.   "Criminal Justice Information Services Security Policy" is referred to more simply as "CJIS" and is a published standard of the FBI to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. By Washington State and Federal law, this Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

K.   "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the RMS, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.

L.   "Equipment" means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the RMS.

M.   "Error" means any defect, problem, condition, bug, or other partial or complete inability of the RMS to operate in accordance with the applicable Specifications and Documentation.

N.   "Interface" means a point of interaction between RMS components or the device or code which enables such interaction; applicable to both Equipment and Software.

O.   "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.

P.   "Material Breach" means any breach of this Agreement that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Agreement.

Q. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing RMS server(s) via a network connection that is compliant with the FBI's Criminal Justice Information System (CJIS) security policies.

R. "Participating Law Enforcement Agencies" means those law enforcement agencies that have executed an Interlocal Agreement for the ongoing full Use of the RMS and related Interfaces.

S. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing RMS server(s) via a CJIS compliant connection.

T. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the RMS.

U. "Police Department Asset" shall mean hardware, software, equipment, real property and fixtures that are owned, operated or leased by the Ridgefield Police Department.

V. "Records Management System (RMS)" is the law enforcement records management system acquired and implemented by Clark County for use by the Sheriff's Office, the Ridgefield Police Department, and other Participating Law Enforcement Agencies within Clark County.

W. "RMS System Administrator" shall mean a specially trained Authorized User that is authorized to perform RMS administrative functions.

X. "RMS System Manager" is the individual with designated named backups appointed by the Sheriff's Office to manage and operate the RMS on a daily basis.

Y. "Specifications" shall mean the specifications contained in the contract between Clark County and EIS for the RMS governing its implementation and use by the Clark County, the Sheriff's Office, and the Ridgefield Police Department.

Z. "Terminal Agency Coordinator (TAC)" is the individual within the Sheriff's Office or other Participating Law Enforcement Agencies designated to serve as the point-of-contact at the local agency for matters relating to CJIS information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies.

AA. "Use" means authorized Access provided to the Ridgefield Police Department to assign Users and their designated permission levels within the RMS; and Users' actual access to enter data, and/or receive information from the RMS.

BB. "User" shall mean any person employed by or working on behalf of Clark County, the Sheriff's Office, the Ridgefield Police Department, and other Participating Law Enforcement Agencies within Clark County; including all Officers, Directors, and any person or entity authorized to provide Services requiring use of the RMS, in the course of assisting one or more of the Parties.

CC. "User Fees" are fees set by mutual agreement between the Parties to recover the centralized costs related to RMS support and server replacement.

2. Purpose

The Purpose of this Agreement is to define the terms and conditions under which the RMS will be Accessed and Used by the Ridgefield Police Department and mutually administered, supported, and maintained by Clark County, by and through its Department of Information Technology(hereinafter the "County"), the Clark County Sheriff, by and through its Sheriff's Office, and the Ridgefield Police Department.

3. Responsibilities of Clark County:

A. Clark County agrees to enable Access to the RMS via Equipment, including PCs, MDC, and other hand held devices for Authorized Use by Sheriff's Office and Ridgefield Police Department Users.

B. Clark County agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the CJIS Security Policy requirements – as published by the FBI and as audited (every three years at present) by WSP and FBI.

C. Clark County agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the ACCESS policy requirements – as published and audited (every three years at present) by WSP.

D. Clark County agrees to provide procedures, instructions and other documents to the Ridgefield Police Department regarding the methods available and minimum requirements for network connections to gain Access via Clark County's network demarcation points.

E. Clark County agrees to maintain and administer the County-owned Equipment and Network infrastructure according to Clark County Information Technology policies and procedures, to include:

1) Maintain and update physical and virtual servers and storage devices hosted within Clark County's environment.

   a. Operating system updates and security patches

   b. Anti-Virus, spam and malware protection

2) Provide planned replacement of servers at the end of service life.

3) Manage, monitor, and service the SQL database(s).

4) Manage and maintain backup routines of servers and databases.

5) Manage and monitor disk space.

6) Manage and maintain the network infrastructure within Clark County's domain, including the provision of NetMotion access for MDCs other mobile devices.

7) Implement application software upgrades and patches. Working closely with EIS, Clark County Information Technology staff will supervise, monitor, and perform the implementation of upgrades, updates, and patches provided by EIS to the production server.

8) Clark County IT shall schedule, at least 48 hours in advance, all maintenance and/or administration activities that will or could result in a system outage. A notification will be provided to the RMS System Manager and affected Participating Law Enforcement Agency System Administrators at least 48 hours prior to the scheduled activity for each such instance.

F.   Clark County agrees to provide weekly updates to the RMS System Manager and the Ridgefield Police Department System Administrator, to include:

1) Percent of uptime for the RMS during the week,

2) Percent of disk space utilized/available each week,

3) Percent of CPU usage each week,

4) Percent of memory usage each week,

G.   Clark County agrees to partner with the RMS System Manager to provide updates on an as needed basis to the Ridgefield Police Department System Administrator, that could include:

1) Detailed explanation of any hardware or network downtime during the week, including root cause, duration, magnitude and resolution, or observations that, left unaddressed, may lead to future outages and/or disruptions,

2) Scheduled outages and planned maintenance, which will include the duration of the maintenance window and a base level of detail.

H.   Clark County agrees to monitor, audit, and trouble-shoot the connections necessary to upload information from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.

I.   Clark County agrees to provide procedures, instructions and other documents to the Ridgefield Police Department regarding the minimum requirements for PCs, MDCs, network connections, etc. to gain and maintain ongoing Access to Clark County's Network and/or the RMS.

J.   Clark County agrees to provide billing to the local agencies for collecting funds for the perpetual support and servicing of the servers and databases, EIS annual support and maintenance, and future expenditures as mutually agreed by the Parties.

K.   Clark County agrees to provide a 24-hour, 365 days per year phone line for the Sheriff's Office and the Ridgefield Police Department to report suspected Network and/or Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

L.   Clark County agrees to provide the access, permission, and authority to the RMS System Manager and designated backups necessary to enable them to troubleshoot and resolve problems and outages that occur outside Clark County IT's normal business hours related to Clark County owned Equipment and Software, to include the RMS System's physical and virtual servers and the RMS System's databases. Such troubleshooting and problem resolution will be done in partnership with Clark County IT staff whenever possible. Also, Clark County IT agrees to provide the RMS System Manager and their designee(s) with access to SolarWinds or similar network monitoring and diagnostic tools to enable ongoing insight into the status of the Clark County network.

4.   Responsibilities of the Sheriff's Office:

A.   The Sheriff's Office, Pursuant to Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy, approved October 20, 1976, shall exercise management control of the RMS.

B.   The Sheriff's Office agrees to provide instructions, documents, and arrange for the necessary training to certify one or more Ridgefield Police Department RMS System Administrators to perform necessary administrative functions such as adding and removing Users from the RMS, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. The Sheriff's Office will provide ongoing training for RMS System Administrators at the times and places as mutually agreed upon by the Parties.

C.   The Sheriff's Office agrees to provide, to the extent resources permit, limited ongoing support to the Ridgefield Police Department to aid its RMS System Administrator(s) in the performance of their responsibilities and functions.

D.   The Sheriff's Office agrees to provide training materials, training mentors and access to the RMS training environment to enable the Ridgefield Police Department's trainers to provide RMS training and instruction to its Users.

E.   The Sheriff's Office agrees to monitor, audit, and trouble-shoot the content and information that is shared from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.

F.   The Sheriff's Office agrees to provide a 24-hour, 365 days per year phone line for the Ridgefield Police Department to report problems involving the EIS application and/or the RMS that do not appear to be Network and Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

5. **Responsibilities of the Ridgefield Police Department:**

A. The Ridgefield Police Department warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.

B. The Ridgefield Police Department acknowledges and agrees that its Users will only Access or Use the RMS for Authorized Uses. Permission to Access or Use the information available in or through the RMS other than for Authorized Use shall be obtained in writing from the Sheriff's Office prior to any such use.

C. The Ridgefield Police Department acknowledges and agrees that its Users will not modify through computer programming or other techniques the functions, capabilities, and operations of the RMS unless written authorization is provided by the RMS System Manager prior to performing such modifications.

D. The Ridgefield Police Department shall at all times have at least one designated RMS System Administrator. The RMS System Administrator(s) shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the RMS for its Users within the constraints of this Agreement.

E. The Ridgefield Police Department is responsible for providing, installing and configuring, in a manner that complies with the minimum requirements of the RMS, its own Equipment. This includes, but is not limited to PCs, MDCs, printers, scanners, image capture devices and other peripherals required or necessary for its Users to Access and Use the RMS.

F. The Ridgefield Police Department is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables its Equipment to reach Clark County's network demarcation points.

G. The Ridgefield Police Department is responsible for identifying to the RMS System Manager a designated qualified TAC, and for ensuring that all of its Equipment, network access points, and Users with Access to the RMS comply with the most current CJIS and ACCESS security policies. The Ridgefield Police Department is responsible for curing on a timely basis (as determined by the WSP and/or FBI) any problems uncovered as a result of either a WSP or an FBI audit.

H. The Ridgefield Police Department authorizes the Sheriff's Office to provide its public records category data that is contained in the RMS to LInX Northwest for access and authorized use by LInX Northwest users.

6. **Confidentiality**

A. Maintenance of Confidentiality. The Parties shall treat as confidential any Confidential Information that has been made known or available or that has been received, learned, heard or observed; or to which a Party has had access. The Parties shall use Confidential Information exclusively for the Parties' benefit and in

furtherance of this Agreement. Except as may be expressly authorized in writing by the Parties, in no event shall a Party publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. The Parties shall (1) limit disclosure of the Confidential Information to those directors, officers, employees and agents who need to know the Confidential Information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as it employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the Party who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the Parties' possession or custody or under its control. The Parties are expressly restricted from and shall not use Confidential intellectual property of the Parties without prior written consent.

B.   The Parties acknowledge that each is subject to the Washington Public Records Act and related Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by one or more Parties, a public record and subject to disclosure. The Party receiving a public records request agrees, consistent with state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. Specifically, the Parties shall abide by RCW 42.56 for cases involving public records contained in the RMS. A Parties' commitments to maintain information confidential under this Agreement are all subject to the constraints of Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the Parties will maintain the confidentiality of information.

C.   The Parties acknowledge and agree that the Sheriff's Office and the Ridgefield Police Department each owns its own data in the RMS.

D.   Each Party acknowledges that unauthorized disclosure of Confidential Information will result in irreparable harm to one or more of the other Parties and/or other Participating Law Enforcement Agencies. In the event of a breach or threatened breach of this Agreement, the Sheriff's Office or the Ridgefield Police Department may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

7.   Limits on Dissemination

Dissemination by the Parties of Criminal Justice Information available in or through the RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

8.   Information Control and Responsibility

Additions, modifications, and deletions of information or data stored in the RMS shall be restricted to being performed by the agency owning the information or data. Such changes may be made by the Sheriff's Office at the request of the owning agency. In any event, such changes will be restricted to specifically authorized Users and devices in accordance

with the most current CJIS Security Policy, and consistent with each Party's scope of responsibility in providing Access.

9. **Security**

    A.   Physical Security - each Party shall be responsible for maintaining the physical security of all devices that are authorized to Access the RMS, as well as any printed output or RMS Documentation which might permit unauthorized Access to, or Use of the RMS.

    B. On-Line Security - The RMS contains procedures and tools to ensure that only authorized Users and devices can Access the information available in or through the RMS. The Parties acknowledge and agree that their Users will be required to enter RMS User IDs and passwords before gaining Access to the RMS, including RMS functions and RMS data. Each Party is responsible for issuing individual RMS User IDs and passwords to its respective Users and each acknowledges and agrees that its Users will not share RMS User IDs and passwords.

    C.   Personnel Security - Any individual(s) that are provided Access to the RMS by the Parties through the issuing of RMS IDs and passwords shall undergo the following security checks:

        1) A personal background investigation equivalent to a background investigation that would enable them to Access their respective agency's confidential information.

        2) Be fingerprinted and their identification and personal history verified through a check of the RMS master name index; as well as the National Crime Information Center, and the FBI's Criminal Identification files.

        3) Complete training and/or obtain appropriate certifications from WSP for any LEDS and NCIC transactions for which the User is authorized to perform within or via the RMS.

        4) ACCESS training and certifications.

    D.   The Parties acknowledge and agree to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through the RMS and for those employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through the RMS. If applicable, the Parties shall deny or terminate Access to any prospective or current User that is found to be in violation of current CJIS policy.

    E.   The Parties acknowledge and agree to immediately deactivate the RMS User ID and password of any employee or contractor who is no longer an employee, a contractor, or who no longer requires Access to the RMS.

F.   The RMS System Manager will perform an annual audit of all Authorized Users. The Parties agree to certify annually, at the RMS System Manager's request, the full and complete list of all Authorized Users from their agency.

G.   The Parties shall limit RMS access to authorized Users, and shall not grant access to outside agencies or their representatives without expressed consent from the Sheriff's Office for each instance individually.

H.   The Parties shall provide immediate notification to the RMS System Manager of any security breach that affects the RMS or any other Clark County or Sheriff's Office system. The Parties shall provide notification to the RMS System Manager of any incident relating to RMS integrity such as a computer virus.

I.   Failure to comply with the Security and Access specifications contained in the Agreement may, as necessary to protect the data of other Participating Law Enforcement Agencies, result in the partial or full suspension of a Party's Access or its Users' Access to the RMS until such failures are corrected.

10.   Payment

A.   Clark County shall invoice the Sheriff's Office and the Ridgefield Police Department an annual User Fee by January 31 of each year based on the number of authorized and budgeted sworn officers per agency as of January 1 of each year.

B.   By January 10 of each year, The Sheriff's Office and the Ridgefield Police Department shall each report to Clark County Information Technology the number of authorized and budgeted sworn officers as of January 1 of that year.

C.   Starting in 2017 and continuing through 2021, the User Fee shall be fixed and equal to $426.00 per year ($35.50 per month) per authorized and budgeted sworn officer as of January 1 of each year.

D.   Any User Fees collected by Clark County from the Sheriff's Office and all Participating Law Enforcement Agencies over and above $94,570 per year from 2017 through 2021 shall result in an itemized credit on the following year's billing.

E.   Starting in 2022, the User Fee may be adjusted annually to recover the actual ongoing RMS support/maintenance charges payable to EIS and actual ongoing server repair and replacement charges only, subject to a 5% maximum annual increase.

F.   Additional RMS-related services and/or RMS functions that may be added via an Amendment to this Agreement will be invoiced as a separate line item.

G.   The Sheriff's Office and the Ridgefield Police Department shall submit payment within thirty (30) days of receipt of the invoice from the Clark County Information Technology.

H.   Failure to pay Clark County Information Technology as due may result in the suspension of Access to the RMS until fully paid up.

11. **Duration, Withdrawal and Termination:**

A. The term of this Agreement is five (5) years and will be automatically renewed unless terminated as provided below.

B. This Agreement may be terminated by either the Sheriff's Office or the Ridgefield Police Department by the provision of a 180-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by either certified US mail, return receipt requested, or by personal delivery.

C. The effective date of termination shall be on January 1 of the year following the year during which the 180-day written notice expired.

D. Upon the effective date of termination, the Ridgefield Police Department may remove its assets from the RMS including its owned RMS data. All costs associated with the reasonable removal of the Ridgefield Police Department's assets and owned RMS data will be the responsibility of the Ridgefield Police Department, unless termination notice is provided by the Sheriff's Office in which case the Sheriff's Office will either keep the data or the Ridgefield Police Department will be responsible for all costs associated with the reasonable removal of the Ridgefield Police Department's assets and owned RMS data.

E. Up to 90 days shall be allocated for the RMS System Manager to withdraw the Ridgefield Police Department's assets and owned RMS data from the RMS after the date upon which the termination becomes effective. The Ridgefield Police Department may, at its option, continue to Access the RMS during this period.

F. In the event of termination, the Ridgefield Police Department shall pay Clark County for work performed in accordance with the Agreement prior to the effective date of termination.

12. **Force Majeure:**

In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.

13. **Dispute Resolution:**

The Ridgefield Police Department shall cooperate with the Sheriff's Office and Clark County to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

A. Any dispute between the Ridgefield Police Department and the Sheriff's Office and/or Clark County under this Agreement shall be resolved, if possible by the RMS System Manager or their designee on behalf of the Sheriff's Office and Clark

County, and the RMS System Administrator or their designee on behalf of the Ridgefield Police Department.

B. If the RMS System Manager and Ridgefield Police Department's RMS System Administrator are unable to resolve any dispute within seven (7) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Sheriff or their designee on behalf of the Sheriff's Office and the Chief of Police or their designee on behalf of the Ridgefield Police Department for resolution, if possible.

C. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) calendar days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

D. Should an equitable solution not result from the foregoing, the Sheriff's Office and the Ridgefield Police Department shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement. Each Party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.

E. The Sheriff's Office and the Ridgefield Police Department shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the Sheriff's Office and the Ridgefield Police Department shall continue to make all payments that are not in dispute, in accordance with the Agreement.

14. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to Clark County: Chief Information Officer
                                             Clark County Information Technology
                                             707 W. 13th Street
                                             Vancouver, WA 98666

If to the Sheriff's Office: RMS System Manager
                                             Clark County Sheriff's Office
                                             707 W. 13th Street

Vancouver, WA 98666

If to the Ridgefield Police Department: _____

                                               _____
                                               <u>Ridgefield Police Department</u>

                                               _____

                                               _____

15.   Amendments

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the Parties may amend this Agreement at any time only by written Amendment executed by the Parties.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is executed in writing by authorized representatives of the affected Parties. If the requirements for Amendment as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

16.   Interpretation

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Washington law. Any litigation between the Parties arising under this Agreement shall occur in the Superior Court of Clark County, Washington.

17.   Indemnification

To the extent permitted by the Constitution and laws of Washington, Clark County, the Parties shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's councilors, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, no Party shall in any way be liable to hold harmless or indemnify another Party for any costs or claims arising directly, or indirectly, out of any RMS related activities in which they are not participating.

18.   Assignment

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

19.   Waiver

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

20. **Remedies**

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

21. **Survival**

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

22. **No Third Party Beneficiaries**

The Parties expressly agree that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party. This Agreement is entered into for the benefit of the Parties. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

23. **Severability**

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

24. **Execution in Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

CLARK COUNTY, WASHINGTON, a subdivision of the State of Washington
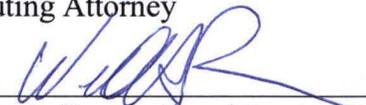
By: _____
Mark McCauley, County Manager
Date: _____

By: _____
Sam Kim, Chief Information Officer
Date: _____

By: _____
Chuck E. Atkins, Sheriff
Date: 10-25-16

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

CITY OF RIDGEFIELD, WASHINGTON

By: _____
_____, City Manager
Date: _____

By: _____
_____, Police Chief
Date: _____

By: _____

Date: _____

Approved as to Form Only

By: _____

RMS INTERLOCAL AGREEMENT
MULTI-AGENCY RECORDS MANAGEMENT SYSTEM

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of November, 2016, by and between CLARK COUNTY, WASHINGTON, (hereinafter "Clark County"), the Clark County Sheriff's Office (hereinafter "Sheriff's Office"), and the Washougal Police Department. Authority to enter into the Agreement is pursuant to RCW 39.34.030.

This Agreement may refer to Clark County, the Sheriff's Office, and the Washougal Police Department individually as a "Party" or jointly as the "Parties."

This Agreement is intended to function as a memorandum of understanding and not an Interlocal agreement as it relates to the responsibilities, obligations and rights between the Sheriff's Office and Clark County. This Agreement considers the Sheriff's Office and Clark County as parts of one legal entity and does not confer the legal rights and/or remedies of an Interlocal agreement to the Sheriff's Office with regard to Clark County or to Clark County with regard to the Sheriff's Office.

RECITALS

WHEREAS, the Sheriff's Office, the Washougal Police Department, and other local law enforcement agencies have been actively evaluating and pursuing options to replace the existing RegJIN system to better meet agency needs; and

WHEREAS, Clark County entered into a contract with Executive Information Services, Inc. (EIS) to implement and support a multi-agency Records Management System (RMS) and related Interfaces for the benefit of the Sheriff's Office and other Participating Law Enforcement Agencies within Clark County; and

WHEREAS, the Sheriff's Office has invited local law enforcement agencies to join in the implementation and use of the RMS to improve available system functionality and enhance collaboration and information sharing amongst Participating Law Enforcement Agencies; and

WHEREAS, the Washougal Police Department desires to partner with Clark County, the Sheriff's Office, and other Participating Law Enforcement Agencies in the implementation and ongoing full Use of the RMS; and

WHEREAS, this AGREEMENT has been authorized by the respective governing bodies of the Washougal Police Department and Clark County; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1.   **Definitions**

The following is a definition of terms used herein:

A.   "Access" means the authority granted to the Washougal Police Department's Authorized Users to review or receive information from the RMS.

B. "ACCESS" means A Central Computerized Enforcement Service System and refers to the statewide law enforcement telecommunications system operated by the Washington State Patrol (WSP). ACCESS provides telecommunications linkage to law enforcement and other criminal justice agencies. It provides a means for agencies to query multiple state and national databases to include information systems provided by the Department of Corrections, Department of Licensing, Parks, the Washington Crime Information Center (WACIC), and the Washington State Identification Section (WASIS). The system also allows both national and international queries through the International Justice and Public Safety Information Sharing Network (NLETS) switch to include Interstate Identification Index (III) and the National Crime Information Center (NCIC) provided by the Federal Bureau of Investigation (FBI). NLETS also provides responses from the Canadian Police Information Centre (CPIC), and Interpol as well as other state hot file and licensing information. ACCESS usage is limited to criminal justice purposes as outlined by the FBI standards, and as audited (every three years at present) by WSP and the FBI.

C. "Agreement" means this Interlocal Agreement.

D. "Amendment" means a written document required to be signed by the affected Parties when in any way altering the Terms and Conditions or provisions of the Agreement.

E. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and password, as established by an authorized RMS System Administrator, and within WSP ACCESS and FBI CJIS policies.

F. "Authorized RMS User" means any User that has passed the authentication process of the RMS and is thereby authorized to Use the RMS's functions and components based on the permissions established by that User's credentials (User ID and password, etc.).

G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

H. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the RMS on individuals

consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.

I. "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and Intelligence and Investigative Information. It does not include agency personnel or administrative records used for agency operations or management.

J. "Criminal Justice Information Services Security Policy" is referred to more simply as "CJIS" and is a published standard of the FBI to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. By Washington State and Federal law, this Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

K. "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the RMS, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.

L. "Equipment" means any hardware, machinery, device, tool, computer, computer components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the RMS.

M. "Error" means any defect, problem, condition, bug, or other partial or complete inability of the RMS to operate in accordance with the applicable Specifications and Documentation.

N. "Interface" means a point of interaction between RMS components or the device or code which enables such interaction; applicable to both Equipment and Software.

O. "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.

P. "Material Breach" means any breach of this Agreement that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Agreement.

Q. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing RMS server(s) via a network connection that is compliant with the FBI's Criminal Justice Information System (CJIS) security policies.

R. "Participating Law Enforcement Agencies" means those law enforcement agencies that have executed an Interlocal Agreement for the ongoing full Use of the RMS and related Interfaces.

S. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing RMS server(s) via a CJIS compliant connection.

T. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the RMS.

U. "Police Department Asset" shall mean hardware, software, equipment, real property and fixtures that are owned, operated or leased by the Washougal Police Department.

V. "Records Management System (RMS)" is the law enforcement records management system acquired and implemented by Clark County for use by the Sheriff's Office, the Washougal Police Department, and other Participating Law Enforcement Agencies within Clark County.

W. "RMS System Administrator" shall mean a specially trained Authorized User that is authorized to perform RMS administrative functions.

X. "RMS System Manager" is the individual with designated named backups appointed by the Sheriff's Office to manage and operate the RMS on a daily basis.

Y. "Specifications" shall mean the specifications contained in the contract between Clark County and EIS for the RMS governing its implementation and use by the Clark County, the Sheriff's Office, and the Washougal Police Department.

Z. "Terminal Agency Coordinator (TAC)" is the individual within the Sheriff's Office or other Participating Law Enforcement Agencies designated to serve as the point-of-contact at the local agency for matters relating to CJIS information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies.

AA. "Use" means authorized Access provided to the Washougal Police Department to assign Users and their designated permission levels within the RMS; and Users' actual access to enter data, and/or receive information from the RMS.

BB. "User" shall mean any person employed by or working on behalf of Clark County, the Sheriff's Office, the Washougal Police Department, and other Participating Law Enforcement Agencies within Clark County; including all Officers, Directors, and any person or entity authorized to provide Services requiring use of the RMS, in the course of assisting one or more of the Parties.

CC. "User Fees" are fees set by mutual agreement between the Parties to recover the centralized costs related to RMS support and server replacement.

2. Purpose

The Purpose of this Agreement is to define the terms and conditions under which the RMS will be Accessed and Used by the Washougal Police Department and mutually administered, supported, and maintained by Clark County, by and through its Department of Information Technology(hereinafter the "County"), the Clark County Sheriff, by and through its Sheriff's Office, and the Washougal Police Department.

3. Responsibilities of Clark County:

A. Clark County agrees to enable Access to the RMS via Equipment, including PCs, MDC, and other hand held devices for Authorized Use by Sheriff's Office and Washougal Police Department Users.

B. Clark County agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the CJIS Security Policy requirements – as published by the FBI and as audited (every three years at present) by WSP and FBI.

C. Clark County agrees to both provide and limit Access in a procedural, technological, and infrastructure design and maintenance manner consistent with the ACCESS policy requirements – as published and audited (every three years at present) by WSP.

D. Clark County agrees to provide procedures, instructions and other documents to the Washougal Police Department regarding the methods available and minimum requirements for network connections to gain Access via Clark County's network demarcation points.

E. Clark County agrees to maintain and administer the County-owned Equipment and Network infrastructure according to Clark County Information Technology policies and procedures, to include:

   1) Maintain and update physical and virtual servers and storage devices hosted within Clark County's environment.

      a. Operating system updates and security patches

      b. Anti-Virus, spam and malware protection

   2) Provide planned replacement of servers at the end of service life.

   3) Manage, monitor, and service the SQL database(s).

   4) Manage and maintain backup routines of servers and databases.

   5) Manage and monitor disk space.

6) Manage and maintain the network infrastructure within Clark County's domain, including the provision of NetMotion access for MDCs other mobile devices.

7) Implement application software upgrades and patches. Working closely with EIS, Clark County Information Technology staff will supervise, monitor, and perform the implementation of upgrades, updates, and patches provided by EIS to the production server.

8) Clark County IT shall schedule, at least 48 hours in advance, all maintenance and/or administration activities that will or could result in a system outage. A notification will be provided to the RMS System Manager and affected Participating Law Enforcement Agency System Administrators at least 48 hours prior to the scheduled activity for each such instance.

F. Clark County agrees to provide weekly updates to the RMS System Manager and the Washougal Police Department System Administrator, to include:

1) Percent of uptime for the RMS during the week,

2) Percent of disk space utilized/available each week,

3) Percent of CPU usage each week,

4) Percent of memory usage each week,

G. Clark County agrees to partner with the RMS System Manager to provide updates on an as needed basis to the Washougal Police Department System Administrator, that could include:

1) Detailed explanation of any hardware or network downtime during the week, including root cause, duration, magnitude and resolution, or observations that, left unaddressed, may lead to future outages and/or disruptions,

2) Scheduled outages and planned maintenance, which will include the duration of the maintenance window and a base level of detail.

H. Clark County agrees to monitor, audit, and trouble-shoot the connections necessary to upload information from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.

I. Clark County agrees to provide procedures, instructions and other documents to the Washougal Police Department regarding the minimum requirements for PCs, MDCs, network connections, etc. to gain and maintain ongoing Access to Clark County's Network and/or the RMS.

J. Clark County agrees to provide billing to the local agencies for collecting funds for the perpetual support and servicing of the servers and databases, EIS annual support and maintenance, and future expenditures as mutually agreed by the Parties.

K.   Clark County agrees to provide a 24-hour, 365 days per year phone line for the Sheriff's Office and the Washougal Police Department to report suspected Network and/or Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

L.   Clark County agrees to provide the access, permission, and authority to the RMS System Manager and designated backups necessary to enable them to troubleshoot and resolve problems and outages that occur outside Clark County IT's normal business hours related to Clark County owned Equipment and Software, to include the RMS System's physical and virtual servers and the RMS System's databases. Such troubleshooting and problem resolution will be done in partnership with Clark County IT staff whenever possible. Also, Clark County IT agrees to provide the RMS System Manager and their designee(s) with access to SolarWinds or similar network monitoring and diagnostic tools to enable ongoing insight into the status of the Clark County network.

4.   **Responsibilities of the Sheriff's Office:**

A.   The Sheriff's Office, Pursuant to Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy, approved October 20, 1976, shall exercise management control of the RMS.

B.   The Sheriff's Office agrees to provide instructions, documents, and arrange for the necessary training to certify one or more Washougal Police Department RMS System Administrators to perform necessary administrative functions such as adding and removing Users from the RMS, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. The Sheriff's Office will provide ongoing training for RMS System Administrators at the times and places as mutually agreed upon by the Parties.

C.   The Sheriff's Office agrees to provide, to the extent resources permit, limited ongoing support to the Washougal Police Department to aid its RMS System Administrator(s) in the performance of their responsibilities and functions.

D.   The Sheriff's Office agrees to provide training materials, training mentors and access to the RMS training environment to enable the Washougal Police Department's trainers to provide RMS training and instruction to its Users.

E.   The Sheriff's Office agrees to monitor, audit, and trouble-shoot the content and information that is shared from the RMS to NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.

F.   The Sheriff's Office agrees to provide a 24-hour, 365 days per year phone line for the Washougal Police Department to report problems involving the EIS application and/or the RMS that do not appear to be Network and Connectivity problems. The response requirements and protocol for addressing such problems is established in Exhibit A, RMS Support Model.

5. **Responsibilities of the Washougal Police Department:**

A. The Washougal Police Department warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.

B. The Washougal Police Department acknowledges and agrees that its Users will only Access or Use the RMS for Authorized Uses. Permission to Access or Use the information available in or through the RMS other than for Authorized Use shall be obtained in writing from the Sheriff's Office prior to any such use.

C. The Washougal Police Department acknowledges and agrees that its Users will not modify through computer programming or other techniques the functions, capabilities, and operations of the RMS unless written authorization is provided by the RMS System Manager prior to performing such modifications.

D. The Washougal Police Department shall at all times have at least one designated RMS System Administrator. The RMS System Administrator(s) shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the RMS for its Users within the constraints of this Agreement.

E. The Washougal Police Department is responsible for providing, installing and configuring, in a manner that complies with the minimum requirements of the RMS, its own Equipment. This includes, but is not limited to PCs, MDCs, printers, scanners, image capture devices and other peripherals required or necessary for its Users to Access and Use the RMS.

F. The Washougal Police Department is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables its Equipment to reach Clark County's network demarcation points.

G. The Washougal Police Department is responsible for identifying to the RMS System Manager a designated qualified TAC, and for ensuring that all of its Equipment, network access points, and Users with Access to the RMS comply with the most current CJIS and ACCESS security policies. The Washougal Police Department is responsible for curing on a timely basis (as determined by the WSP and/or FBI) any problems uncovered as a result of either a WSP or an FBI audit.

H. The Washougal Police Department authorizes the Sheriff's Office to provide its public records category data that is contained in the RMS to LInX Northwest for access and authorized use by LInX Northwest users.

6. **Confidentiality**

A. Maintenance of Confidentiality. The Parties shall treat as confidential any Confidential Information that has been made known or available or that has been received, learned, heard or observed; or to which a Party has had access. The Parties shall use Confidential Information exclusively for the Parties' benefit and in

furtherance of this Agreement. Except as may be expressly authorized in writing by the Parties, in no event shall a Party publish, use, discuss or cause or permit to be disclosed to any other person such Confidential Information. The Parties shall (1) limit disclosure of the Confidential Information to those directors, officers, employees and agents who need to know the Confidential Information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as it employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the Party who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the Parties' possession or custody or under its control. The Parties are expressly restricted from and shall not use Confidential intellectual property of the Parties without prior written consent.

B.   The Parties acknowledge that each is subject to the Washington Public Records Act and related Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by one or more Parties, a public record and subject to disclosure. The Party receiving a public records request agrees, consistent with state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. Specifically, the Parties shall abide by RCW 42.56 for cases involving public records contained in the RMS. A Parties' commitments to maintain information confidential under this Agreement are all subject to the constraints of Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the Parties will maintain the confidentiality of information.

C.   The Parties acknowledge and agree that the Sheriff's Office and the Washougal Police Department each owns its own data in the RMS.

D.   Each Party acknowledges that unauthorized disclosure of Confidential Information will result in irreparable harm to one or more of the other Parties and/or other Participating Law Enforcement Agencies. In the event of a breach or threatened breach of this Agreement, the Sheriff's Office or the Washougal Police Department may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

7.   Limits on Dissemination

Dissemination by the Parties of Criminal Justice Information available in or through the RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

8.   Information Control and Responsibility

Additions, modifications, and deletions of information or data stored in the RMS shall be restricted to being performed by the agency owning the information or data. Such changes may be made by the Sheriff's Office at the request of the owning agency. In any event, such changes will be restricted to specifically authorized Users and devices in accordance

with the most current CJIS Security Policy, and consistent with each Party's scope of responsibility in providing Access.

9.   **Security**

   A.   Physical Security - each Party shall be responsible for maintaining the physical security of all devices that are authorized to Access the RMS, as well as any printed output or RMS Documentation which might permit unauthorized Access to, or Use of the RMS.

   B.   On-Line Security - The RMS contains procedures and tools to ensure that only authorized Users and devices can Access the information available in or through the RMS. The Parties acknowledge and agree that their Users will be required to enter RMS User IDs and passwords before gaining Access to the RMS, including RMS functions and RMS data. Each Party is responsible for issuing individual RMS User IDs and passwords to its respective Users and each acknowledges and agrees that its Users will not share RMS User IDs and passwords.

   C.   Personnel Security - Any individual(s) that are provided Access to the RMS by the Parties through the issuing of RMS IDs and passwords shall undergo the following security checks:

      1)   A personal background investigation equivalent to a background investigation that would enable them to Access their respective agency's confidential information.

      2)   Be fingerprinted and their identification and personal history verified through a check of the RMS master name index; as well as the National Crime Information Center, and the FBI's Criminal Identification files.

      3)   Complete training and/or obtain appropriate certifications from WSP for any LEDS and NCIC transactions for which the User is authorized to perform within or via the RMS.

      4)   ACCESS training and certifications.

   D.   The Parties acknowledge and agree to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through the RMS and for those employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through the RMS. If applicable, the Parties shall deny or terminate Access to any prospective or current User that is found to be in violation of current CJIS policy.

   E.   The Parties acknowledge and agree to immediately deactivate the RMS User ID and password of any employee or contractor who is no longer an employee, a contractor, or who no longer requires Access to the RMS.

F. The RMS System Manager will perform an annual audit of all Authorized Users. The Parties agree to certify annually, at the RMS System Manager's request, the full and complete list of all Authorized Users from their agency.

G. The Parties shall limit RMS access to authorized Users, and shall not grant access to outside agencies or their representatives without expressed consent from the Sheriff's Office for each instance individually.

H. The Parties shall provide immediate notification to the RMS System Manager of any security breach that affects the RMS or any other Clark County or Sheriff's Office system. The Parties shall provide notification to the RMS System Manager of any incident relating to RMS integrity such as a computer virus.

I. Failure to comply with the Security and Access specifications contained in the Agreement may, as necessary to protect the data of other Participating Law Enforcement Agencies, result in the partial or full suspension of a Party's Access or its Users' Access to the RMS until such failures are corrected.

10. Payment

A. Clark County shall invoice the Sheriff's Office and the Washougal Police Department an annual User Fee by January 31 of each year based on the number of authorized and budgeted sworn officers per agency as of January 1 of each year.

B. By January 10 of each year, The Sheriff's Office and the Washougal Police Department shall each report to Clark County Information Technology the number of authorized and budgeted sworn officers as of January 1 of that year.

C. Starting in 2017 and continuing through 2021, the User Fee shall be fixed and equal to $426.00 per year ($35.50 per month) per authorized and budgeted sworn officer as of January 1 of each year.

D. Any User Fees collected by Clark County from the Sheriff's Office and all Participating Law Enforcement Agencies over and above $94,570 per year from 2017 through 2021 shall result in an itemized credit on the following year's billing.

E. Starting in 2022, the User Fee may be adjusted annually to recover the actual ongoing RMS support/maintenance charges payable to EIS and actual ongoing server repair and replacement charges only, subject to a 5% maximum annual increase.

F. Additional RMS-related services and/or RMS functions that may be added via an Amendment to this Agreement will be invoiced as a separate line item.

G. The Sheriff's Office and the Washougal Police Department shall submit payment within thirty (30) days of receipt of the invoice from the Clark County Information Technology.

H. Failure to pay Clark County Information Technology as due may result in the suspension of Access to the RMS until fully paid up.

11. **Duration, Withdrawal and Termination:**

A.   The term of this Agreement is five (5) years and will be automatically renewed unless terminated as provided below.

B.   This Agreement may be terminated by either the Sheriff's Office or the Washougal Police Department by the provision of a 180-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by either certified US mail, return receipt requested, or by personal delivery.

C.   The effective date of termination shall be on January 1 of the year following the year during which the 180-day written notice expired.

D.   Upon the effective date of termination, the Washougal Police Department may remove its assets from the RMS including its owned RMS data. All costs associated with the reasonable removal of the Washougal Police Department's assets and owned RMS data will be the responsibility of the Washougal Police Department, unless termination notice is provided by the Sheriff's Office in which case the Sheriff's Office will either keep the data or the Washougal Police Department will be responsible for all costs associated with the reasonable removal of the Washougal Police Department's assets and owned RMS data.

E.   Up to 90 days shall be allocated for the RMS System Manager to withdraw the Washougal Police Department's assets and owned RMS data from the RMS after the date upon which the termination becomes effective. The Washougal Police Department may, at its option, continue to Access the RMS during this period.

F.   In the event of termination, the Washougal Police Department shall pay Clark County for work performed in accordance with the Agreement prior to the effective date of termination.

12. **Force Majeure:**

In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.

13. **Dispute Resolution:**

The Washougal Police Department shall cooperate with the Sheriff's Office and Clark County to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

A.   Any dispute between the Washougal Police Department and the Sheriff's Office and/or Clark County under this Agreement shall be resolved, if possible by the RMS System Manager or their designee on behalf of the Sheriff's Office and Clark

County, and the RMS System Administrator or their designee on behalf of the Washougal Police Department.

B. If the RMS System Manager and Washougal Police Department's RMS System Administrator are unable to resolve any dispute within seven (7) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Sheriff or their designee on behalf of the Sheriff's Office and the Chief of Police or their designee on behalf of the Washougal Police Department for resolution, if possible.

C. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) calendar days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

D. Should an equitable solution not result from the foregoing, the Sheriff's Office and the Washougal Police Department shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement. Each Party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.

E. The Sheriff's Office and the Washougal Police Department shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the Sheriff's Office and the Washougal Police Department shall continue to make all payments that are not in dispute, in accordance with the Agreement.

14. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to Clark County: Chief Information Officer
                                          Clark County Information Technology
                                          707 W. 13th Street
                                          Vancouver, WA 98666

If to the Sheriff's Office: RMS System Manager
                                          Clark County Sheriff's Office
                                          707 W. 13th Street

Vancouver, WA 98666

If to the Washougal Police Department: _____

_____

<u>Washougal Police Department</u>

_____

_____

15. Amendments

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the Parties may amend this Agreement at any time only by written Amendment executed by the Parties.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is executed in writing by authorized representatives of the affected Parties. If the requirements for Amendment as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

16. Interpretation

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Washington law. Any litigation between the Parties arising under this Agreement shall occur in the Superior Court of Clark County, Washington.

17. Indemnification

To the extent permitted by the Constitution and laws of Washington, Clark County, the Parties shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's councilors, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, no Party shall in any way be liable to hold harmless or indemnify another Party for any costs or claims arising directly, or indirectly, out of any RMS related activities in which they are not participating.

18. Assignment

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

19. Waiver

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

20. Remedies

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

21. Survival

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

22. No Third Party Beneficiaries

The Parties expressly agree that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party. This Agreement is entered into for the benefit of the Parties. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

23. Severability

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

24. Execution in Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

CLARK COUNTY, WASHINGTON, a subdivision of the State of Washington

By: _____
    Mark McCauley, County Manager
Date: __11/2/16__

By: _____ **Sam Kim**
    Sam Kim, Chief Information Officer
Date: _____

By: _____
    Chuck E. Atkins, Sheriff
Date: __10-25-16__

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
    Deputy Prosecuting Attorney

CITY OF WASHOUGAL, WASHINGTON

By: _____
_____, City Manager
Date: _____

By: _____
_____, Police Chief
Date: _____

By: _____

Date: _____

Approved as to Form Only

By: _____