

INTERLOCAL AGREEMENT
BETWEEN
CITY OF BAINBRIDGE ISLAND
AND
BAINBRIDGE ISLAND SCHOOL DISTRICT NO. 303

This interlocal cooperation agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the City of Bainbridge Island, hereinafter referred to as the "City," and the Bainbridge Island School District No. 303, hereinafter referred to as "BISD," and pursuant to the authority granted by RCW 39.34.030, Joint powers – Agreements for joint or cooperative action, requisites, effect on responsibilities of component agencies – Financing of joint projects.

The purpose of this Agreement is to jointly purchase an electronic fingerprinting system that will be mutually beneficial to law enforcement officers of the Bainbridge Island Police Department and employees and volunteers of BISD for whom fingerprint-based background checks are required.

Purpose: The purpose of this Agreement is to define the financial, operational and maintenance responsibilities surrounding the purchase and use of the CrossMatch Livescan System, hereinafter referred to as the "System," for fingerprinting at the Bainbridge Island Police Department.

Duration: This Agreement shall be in effect from July 1, 2014 through the date the System and its component parts are disposed of.

Benefits: The purchase and use of the System will benefit the Bainbridge Island Police Department in the following ways:

- Electronic fingerprints are more accurate and result in fewer rejected prints.
- Electronic fingerprints are of a higher quality and do not require artificial digital enhancement.
- Fingerprinting can be completed quicker and does not require ink clean up.
- Electronic prints can be electronically transmitted to a central site for identification.
- Arrestees can be positively identified while in custody.
- An individual must only be fingerprinted once for multiple copies of a fingerprint card (State, FBI and local) and other forms to be produced automatically.

BISD will benefit in the following ways:

- Electronic fingerprints can be processed quickly (2-3 work days) reducing the turnaround time from the current time of 6 weeks for manual "ink and roll" prints.
- The System provides immediate feedback regarding the accuracy of the fingerprint; prints that are not "readable" can immediately be re-scanned, reducing the need for repeating the process at a later date and paying additional fees.
- Currently, the closest location for electronic fingerprinting is Bremerton, WA. BISD employees and volunteers will save a minimum of 1.5 hours of travel time by having access to an electronic fingerprint system on Bainbridge Island.

Fiscal: The City, acting through the Bainbridge Island Police Department, will be responsible for the following costs:

- The remainder of the costs associated with purchase of the System after BISD's contribution, including the cost of hardware components (e.g. laptop, printer) and software, in the approximate amount of \$5,500.
- Costs for pre-installation, installation, and ongoing housing requirements of the System.
- Costs for initial onsite training and certification of their personnel.
- All ongoing personnel costs for training and use of the System.
- All ongoing materials, operational and maintenance costs associated with the System.

BISD will be responsible for the following costs:

- One-time contribution of 50% of the costs associated with purchase of the System, including hardware components (e.g. laptop, printer) and software, not to exceed \$5,000.

Additional notes related to costs:

- BISD employees and volunteers will be responsible for payment of fingerprint processing fees set by BIPD or the Washington State Patrol.
- BISD will not be responsible for ongoing costs associated with the operation or maintenance of the System.

Ownership and Operation of System: The System will be jointly owned by the parties upon purchase and will be physically located at BIPD. BIPD will be responsible for operating the System and for providing fingerprint-based background information to BISD upon request. BISD shall not have direct access to or the ability to operate the System.

Disposal of Property: Disposal of the property covered by this Agreement will follow procedures mutually agreed upon by both parties. The agreed procedures must meet any surplussing or other requirements of both parties.

Administration: This Agreement shall be jointly administered by the City Manager of the City and the Superintendent of BISD.

Indemnification: Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in performance of this Agreement. Neither party will be considered the agent of the other, and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

Waiver: Failure by either party to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

Severability: If any provision of this Agreement or its application is held invalid, the remainder of the Agreement of the application of the remainder of the Agreement shall not be affected.

Modifications: The Agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by an authorized representative of each party. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

Termination: The Agreement shall be in effect as long as the equipment is in use.

IN WITNESS WHEREOF, the parties have executed this Agreement as of July 19, 2014.



Superintendent,
Bainbridge Island School District #303
Date: 7-19-14



City Manager,
City of Bainbridge Island
Date: 7-10-14