

**WASHINGTON STATE PATROL
LIVE-SCAN TO WESTERN IDENTIFICATION NETWORK AUTOMATED FINGERPRINT
IDENTIFICATION SYSTEM (WIN AFIS) CONNECTION USER'S AGREEMENT**

THIS AGREEMENT, entered into between the Washington State Patrol (hereinafter referred to as "WSP"), an agency of the State of Washington; and the **City of Bainbridge Island**, (hereinafter referred to as "the User"), witnesses that:

1. WSP is an agency of the State of Washington authorized by law to establish and operate an Automated Fingerprint Identification System (hereinafter referred to as "AFIS") capable of, but not limited to, reading, classifying, matching, and storing fingerprints, and to maintain criminal history record information based on fingerprint identification. AFIS is a state-funded system comprised of a central computer processor located at the WSP in Olympia. The criminal history repository is known as the Washington State Identification System (WASIS) and maintained by WSP in Olympia.
2. WSP has entered into agreement with the Western Identification Network (WIN) for AFIS services. The WIN AFIS is a multi-state funded system comprised of a host system presently located in Rancho Cordova, California (the WIN Central Site) with remote input stations and booking terminals in member states as authorized by the WIN Board of Directors.
3. The User operates live-scan fingerprinting equipment to capture fingerprint images and related information of a person arrested, registering as a sex or kidnapping offender, applying for licensing or employment pursuant to state or local requirements ("Applicant Submissions"), or as required for the emergency placement of children pursuant to the Adam Walsh Child Protection and Safety Act of 2006, Section 151.

NOW THEREFORE, in light of the foregoing representations and the promises, conditions, and other valuable considerations more fully set out or incorporated herein by reference, the parties, by their duly authorized officials, do mutually agree as follows:

1. WSP will furnish the User, a criminal justice agency as defined in chapter 10.97 RCW, with such criminal justice information as is available in WASIS, AFIS and WIN AFIS files. WSP will serve as the means of exchange of computerized criminal history information and fingerprint data.
2. The network connection will be made via an e-mail server administered by WSP. This network and local networks will meet the requirements of Criminal Justice Information Services (CJIS) Security Policy. The User shall notify WSP of sustained or repeated network problems that affect this service.
3. The User will submit the fingerprint images and the related information electronically to the WSP for the purpose of identification and, when applicable, inclusion in the AFIS, WASIS and WIN AFIS databases. For Applicant Submissions requiring a fee, the User agrees to establish a fingerprint services billing account with WSP. By establishing a billing account for fingerprint image submissions, the User agrees to collect, hold, and reconcile fees charged by WSP for the type of applicant fingerprints submitted by the User. If a transmission is sent in error, the User is still responsible for all fees associated with the transaction type.
4. The User agrees that WSP will provide authorization for access to the AFIS, WASIS and WIN AFIS databases with certain restrictions depending on system capabilities and assigned status as follows:

- A. Local live-scan sites will submit fingerprint images and related information for identification search and inclusion in the AFIS, WASIS and WIN AFIS databases.
 - B. The User agrees to comply with statutory mandates concerning the submission of criminal and civil fingerprint submissions to WSP.
5. The User agrees that only the WSP site or authorized remote sites may permanently register fingerprints into the AFIS, WASIS and WIN AFIS databases.
 6. The WSP AFIS Coordinator or designee will provide the User with policies including, but not limited to, a schedule for accessing the AFIS, WASIS and WIN AFIS databases. Such policies shall define the basis and procedures for conducting routine and emergency comparison of fingerprints against these databases.
 7. The User shall take necessary measures to make its live-scan equipment and system secure and prevent unauthorized use. WSP reserves the right to object to equipment security measures and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP.
 8. The User agrees to pay all personnel, operating, maintenance, and data transmission costs; to submit fingerprints as required under state statutes or local ordinances; and to pay the costs and maintenance related to an interface between the local records management system and live-scan equipment.
 9. The User agrees to assign a live-scan coordinator to serve as the primary contact person for the User in Live-Scan to AFIS connection-related issues. The User also agrees to notify WSP immediately, in writing, of any changes in this position.
 10. WSP agrees to schedule and provide training of equipment and procedures to User personnel at locations and times arranged by WSP. Equipment operation training may be supplied by WSP or the equipment provider.
 11. The User shall access and utilize AFIS, WASIS and WIN AFIS databases only in conjunction with the administration of criminal justice as authorized by laws governing criminal history dissemination.
 12. Fingerprint identification or criminal history information records provided to the User under this Agreement shall not be further disseminated by the User to any other person or (private or public) entity, except as required in criminal proceedings or pursuant to state or federal law.

PERIOD OF PERFORMANCE

This Agreement becomes effective on the date of the last signature and continues until June 30, 2017 or until termination as provided herein.

COMPLIANCE WITH LAWS, REGULATIONS AND PROCEDURES

The User agrees to comply with all applicable federal and state laws, regulations, rules, and procedures, and to assume certain costs associated with the User's use of the services described herein. The User shall operate livescan equipment and otherwise conduct itself in strict compliance with applicable policies and procedures published by WIN and WSP including: the Policies and Procedures of WIN AFIS as currently in force; the Washington Crime Information Center (WACIC) Manual; the A Central Computerized Enforcement Service System (ACCESS) Manual and ACCESS User Agreements; the Washington State Identification Section (WASIS) Manual, and the policies and procedures identified in this Agreement.

The Policies and Procedures of WIN AFIS are hereby incorporated into and made a part of this Agreement except to the extent that they are inconsistent with anything found herein. The User will comply with related FBI Criminal Justice Information Services Security (CJIS) Policy and other security practices adopted by WIN as these relate to AFIS, WASIS and WIN AFIS.

SUSPENSION AND TERMINATION

WSP may suspend further performance of services hereunder when, in its reasonable estimation, the User has breached any material term of the Agreement. For the purposes of this Agreement, the violation of any specific term of this Agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules incorporated into this Agreement shall be deemed a breach of a material term of the Agreement.

WSP may terminate this Agreement if the User commits any material breach of any term of this Agreement, which breach is not cured within thirty (30) business days after receipt of notice from WSP. Both parties may, by mutual agreement, terminate this Agreement on terms then acceptable to them.

Upon termination of this Agreement for any reason, each party shall promptly return to the other any property that belongs to the other party. With respect to hardware or software products that are the property of WSP or WIN, the User shall promptly return such property to WSP.

Neither WIN, WSP nor the User shall be liable for (i) any indirect, incidental, consequential or special damages under this agreement arising solely from the termination of this Agreement in accordance with its terms.

HOLD HARMLESS

The User agrees to hold harmless the Western Identification Network and its employees; and the State of Washington, the Washington State Patrol and its employees from and against any and all claims, demands, actions, suits, including but not limited to, any liability for damages by reason of or arising out of any misuse of the AFIS, WASIS and WIN AFIS databases, erroneous fingerprint identifications made by user personnel, or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, including attorney's fees.

This agreement replaces any previous agreement between WSP and the User on this subject.

IN WITNESS THEREOF, the duly authorized officials of the respective parties have executed this written Agreement.

CITY OF BAINBRIDGE ISLAND
BY [Signature]
TITLE City Manager
DATE 8/25/14

WASHINGTON STATE PATROL
[Signature]
CEO
8/29/14

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 6/2/2010