

RESOLUTION R-4637

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND OTHER PARTICIPATING AGENCIES, TO ESTABLISH AND MAINTAIN A REGIONAL AUTOMATED INFORMATION NETWORK (RAIN).

WHEREAS, the participating agencies desire to enter into and interlocal agreement to establish and maintain a Regional Automated Information Network (RAIN) that connects automated records management systems; and

WHEREAS, this network allows the participating agencies to protect the public by assisting law enforcement in solving and preventing crimes and acts of terrorism, protect law enforcement officers by giving them information important to their safety while out on our streets and highways, connect to other parts of the Criminal Justice System for increased effectiveness and efficiency, and connect to other regional, state, and national information systems; and

WHEREAS, the cities and King County are authorized to enter into this Agreement pursuant to RCW 39.34; the Interlocal Cooperation Act;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

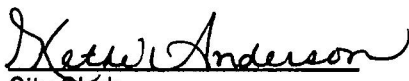
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an interlocal agreement substantially similar to the Agreement attached hereto as Exhibit A.

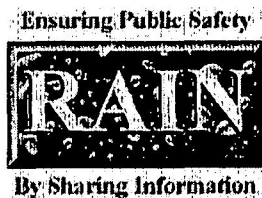
Passed by majority vote of the Kirkland City Council in open meeting this 3rd day of April, 2007.

Signed in authentication thereof this 3rd day of April, 2007.


MAYOR

Attest:


City Clerk



**INTER-LOCAL AGREEMENT
AMONG THE PARTICIPATING
LAW ENFORCEMENT AGENCIES
FORMING A REGIONAL AUTOMATED
INFORMATION NETWORK (RAIN)**

A. PARTICIPATING AGENCIES

The participating agencies to this agreement are the:

Auburn Police Department
 Algona Police Department
 Bellevue Police Department
 Black Diamond Police Department
 Bothell Police Department
 Clyde Hill Police Department
 Des Moines Police Department
 Duvall Police Department
 Enumclaw Police Department
 Federal Way Police Department
 Issaquah Police Department
 Kent Police Department
 King County Department of Adult and Juvenile Detention
 King County Sheriff's Office and its Contract Cities
 Kirkland Police Department
 Lake Forest Park Police Department
 Medina Police Department
 Mercer Island Department of Public Safety
 Normandy Park Police Department
 Pacific Police Department
 Port of Seattle Police Department
 Redmond Police Department
 Renton Police Department
 Seattle Police Department
 Snoqualmie Police Department
 Tukwila Police Department
 University of Washington Police Department

B. PURPOSE

The participating agencies desire to enter into an Inter-Local Agreement (ILA) to establish and maintain a Regional Automated Information Network (RAIN) that connects automated records management systems to:

1. Protect the public by assisting law enforcement in solving and preventing crimes and acts of terrorism.
2. Protect law enforcement officers by giving them information important to their safety while out on our streets and highways.
3. Connect to other parts of the Criminal Justice System for increased effectiveness and efficiency.
4. Connect to other regional, state, and national information systems.

C. DURATION

This agreement shall commence on the date it is executed by the second participating agency to execute the agreement and shall continue until terminated as provided herein.

D. AGENCY RESPONSIBILITIES

1. Each fully participating agency shall bear the following financial obligations:

- Maintaining its own costs and, if necessary, modifying its own information technology systems so that it is compatible and can communicate with RAIN.
- Maintaining its own RAIN servers and peripherals, if any, and replacing them as they go out of warranty and/or malfunction.
- Paying its financial assessment on shared costs. This assessment (see attachment d) includes costs common to all RAIN agencies and is subject to annual revision.

2. Provider-only agencies shall not be assessed financial obligations. For example, the King County Department of Adult and Juvenile Detention (DAJD) has agreed to provide jail booking photos in direct support of RAIN facial recognition functionality and that is the extent of their current involvement. As a provider-only RAIN agency, DAJD will not be assessed charges for either implementation or for on-going maintenance. Grant funds will cover the implementation costs and maintenance fees will be shared by full participating RAIN agencies as outlined in this governing ILA. Should DAJD, at a later date, successfully petition the governance board to become a fully participating RAIN agency, this exemption will expire and they will be required to share maintenance fees as again outlined in this governing ILA.

3. Each participating agency shall adopt this Inter-Local Agreement holding other RAIN participants harmless for that agency's negligent acts or negligent omissions related to the system. The hold harmless provisions are set forth in Appendix A. In the event that a participating agency is not able to get approval for the Inter-Local Agreement, that agency will no longer be a participating agency in the RAIN system.

4. King County Sheriff's Office Disclaimer: The King County Sheriff's Office agrees to be the host for the RAIN UDDI server and in that role will operate and maintain the server. The King County Sheriff's Office does not make any guarantees, warranties, or promises the server will be operational at all times or will not suffer from any failures or malfunctions. Other participating agencies recognize the RAIN UDDI server is intended to provide information to agencies to assist and supplement their investigations but is not intended to be the sole or primary source of information to investigate a suspect or crime. Access to the RAIN UDDI server is not intended to take the place of other means of accessing information to investigate suspects or crimes. The King County Sheriff's Office also does not control or guarantee the accuracy, relevance, timeliness, or completeness of the information or documents other participating agencies create

and maintain, as noted in section E.1 of this Inter-Local Agreement. The King County Sheriff's Office also does not bear any responsibility for ensuring or auditing other participating agencies abide by the ACCESS and SECURITY provisions of this Inter-Local Agreement.

E. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION

1. Each participating agency retains sole ownership, exclusive control, and responsibility for the information it chooses to share with RAIN, except as provided in paragraph J. All system entries will be clearly marked to identify the contributing party.
2. The contributing party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry and sharing of information with RAIN, except as provided in paragraph J.
3. Each agency has agreed to share only police records, crime data, and investigative reports with RAIN. This system is not for intelligence information, e.g. reports from confidential informants.

F. ACCESS TO AND USE OF INFORMATION

1. Each participating agency connected and contributing to RAIN agrees to permit the access, and use of such information by every other partner under the provisions of this Inter-Local Agreement.
2. Agencies that are not connected to RAIN and are not parties to the ILA are not authorized to access RAIN. Only law enforcement agencies may become fully participating RAIN agencies.
3. All parties will have access via a secure Internet connection to the information in RAIN. Each agency is responsible for providing its own internet connectivity.
4. A party may only access RAIN when it has a legitimate, official need to know the information for an authorized law enforcement, counter terrorism, public safety, and/or national security purpose, after receiving training on system use.
5. An accessing party may use RAIN information for official matters only.
6. RAIN information may not be disseminated without first obtaining permission of each party that contributed the information, in accordance with and to the extent permitted by applicable law.
7. RAIN includes an audit capability that will log all user actions, including queries executed, and responses.

8. Nothing in this Inter-Local Agreement is intended to restrict the ordinary sharing of information between law enforcement agencies whether or not those agencies are members of RAIN.

G. SECURITY

1. Each participating agency will be responsible for designating those employees who have access to RAIN. This system has been developed with the capability to record each use of the system, including the identity of the individual accessing the system, and the time of the access to the system, and the information queried.
2. Each party is responsible for training those employees authorized to access RAIN regarding the use and dissemination of information obtained from the system. Specifically, employees should be given a clear understanding of the need to verify the reliability of the information with the contributing party before using the information for purposes such as obtaining warrants.

H. GOVERNANCE

An Executive Board, composed of the Sheriff/Police Chief/Agency Executive, or his/her designee, from each participating agency, shall govern the affairs of RAIN. Each member of the Executive Board shall have an equal vote and voice on all board decisions. Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters relating to the business of the Executive Board. A presiding officer shall be elected by its members, together with such other officers as a majority of the Board may determine. The presiding officer, or any board member, may call sessions as necessary. For a meeting to occur, a simple majority of the Executive Board (quorum) must be present. A simple majority of those present shall be required for passage when the Board votes on any matter. A tie vote does not pass the matter. In emergency situations, the presiding officer may conduct a telephone poll of Board members to resolve any issues.

I. COMMITTEES

1. The Executive Board shall designate committees such as Users, Technical, and Legal Committees, as needed or appropriate.
2. The presiding officers of the committees shall transmit recommendations to the presiding officer of the executive board and meet with him/her as needed or appropriate.

J. DISCLOSURE REQUESTS

A participating agency that receives a request for documents that the receiving agency interprets to include RAIN documents, (e.g., public disclosure, subpoena duces tecum, civil or criminal discovery motion) shall be responsible for responding to the request. If the receiving agency determines the law requires release of all or part of a RAIN document contributed by another participating agency, the receiving agency shall promptly forward a copy of the request to the contributing agency, notify that agency

RAIN ILA - 2007

which documents or parts of documents the receiving agency intends to release, and provide the contributing agency a reasonable period of time to obtain a court order preventing the release of the RAIN documents or parts of documents. The receiving agency shall determine what time period is reasonable given the applicable law and any deadlines established by law or the court to respond to the request. For purposes of this paragraph J, a RAIN document includes any writing that can be printed or electronically stored from the RAIN network containing information relating to the conduct of government of the receiving agency or the performance of any governmental or proprietary function prepared, owned, used, or retained by the receiving agency. A RAIN document relating to a governmental function is 'used' by the agency if it is applied to a given purpose or instrumental to an end or process. The receiving agency shall not be considered to have used, owned retained or prepared a RAIN document merely because the RAIN document is accessible to the receiving agency through the Regional Automated Information Network.

K. TERMINATION

The minimum term of this Agreement shall be one (1) year. This Agreement shall automatically be extended for consecutive one (1) year terms, unless terminated pursuant to the terms of this Agreement, or when the maintenance for the system funded by the grant for RAIN expires.

A jurisdiction may withdraw its participation in RAIN by providing written notice of its withdrawal, and serving such notice upon each Executive Board member. A notice of withdrawal shall become effective thirty (30) days after service of the notice.

RAIN may be terminated by a majority vote of the Executive Board. Any vote for termination shall occur only after notice has been given to the police chief or sheriff of each participating jurisdiction.

Agency: _____

Signature: _____ Date: _____

Name: _____

Title: _____

APPENDIX A**Language for Interlocal Agreement on Hold Harmless**

Insurance, Liability: Each Cooperating Agency shall be responsible for the wrongful or negligent actions of its employees arising out of performance of this agreement as their respective liability shall apply under the laws of the State of Washington and/or Federal law and this Agreement is not intended to diminish or expand such liability.

To that end each Cooperating Agency promises to hold harmless and release all other participating Agencies from any loss, claim or liability arising from or out of the negligent, tortious action(s) or inaction(s) of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.

Nothing herein shall be interpreted to:

- a. Waive any defense arising out of RCW Title 41.
- b. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or other Officer(s) whose action(s) or inaction give rises to loss, claim or liability including but not limited to an assertion that the Officer(s) was acting beyond the scope of his or her employment.
- c. Cover or require indemnification or payment of any judgment against any individuals or Agency for intentionally wrongful conduct outside the scope of employment of any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

APPENDIX B

RAIN Security System

Security Roles and Responsibilities

Policy:

The Chief of Police for each participating agency in RAIN is responsible for establishing appropriate RAIN security control. Security control is defined as the ability to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of system access; and
2. Policy governing the operation of computers, access devices, circuits, hubs, router, firewalls, and other components that make up and support a telecommunications network and related RAIN system used to process, store, or transmit law enforcement and investigative information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Policy:

The RAIN Governance Board is responsible for developing and maintaining the RAIN security policy. The RAIN Governance Board is not responsible for overseeing the security of participating agency systems, other than to act as a resource for each agency and to make decisions relating to apparent violations of the RAIN Security Policy, when they become known.

Personnel Background Screening

Background:

Each participating agency in RAIN is member of an information sharing network that requires a security clearance for all who access to the system. State and Federal Laws prohibit or restrict public access to and dissemination of Database Records. Access to these Database Records is therefore controlled by security authorizations. RAIN wishes to protect the security and proper use of the Database Records by performing Security Investigations on non Department employees or contractors who have or seek to have access to Database Records.

RCW 10.97.050(3) provides that criminal justice agencies can access criminal history record information that includes non conviction data for any purpose associated with the administration of criminal justice. RCW 43.89.010 establishes the Central Computerized Enforcement Services System (ACCESS) and limits its use exclusively to the official business of the state, and the official business of any city, county, city and county, or other public agency. The Washington State Supreme Court has recognized that a law enforcement agency has a legitimate interest in ensuring a high level of trustworthiness and personal integrity in those individuals who would have access to Database Records due to the sensitive information accessible from those records and the unique potential dangers inherent to compromised information during ongoing criminal investigations and other law enforcement activities.

Policy:

State and national fingerprint-based record checks must be conducted within 30 days upon initial employment or assignment for all law enforcement non agency personnel, including appropriate IT or contractor personnel, having access to RAIN systems. The minimum check must include submission of a completed applicant fingerprint card to the appropriate state or federal identification bureau. When a record of any kind is found, access will not be granted until the Chief of Police can review the matter to decide if access is appropriate.

Before system access is granted, fingerprint comparison or other positive means must establish the identification of the non-agency applicant. The Chief of Police shall determine whether the information obtained from the fingerprint-based record check demonstrates that the individual has honesty and has not committed crimes and associated with criminals, where the information contained on the Database Records would present an unacceptable risk of misuse of said records. The Chief will consider the following factors in his/her decision making process:

Criminal convictions:

1. Does the crime(s) go to one's honesty, integrity, tendency to associate with other criminals (for example. Theft, forgery, sale of illegal drugs for profit, computer crimes)?
2. The seriousness of the crime.
3. Applicants age when the crime was committed.
4. How long ago the crime(s) was committed.

Arrests:

1. Does the arrest(s) go to one's honesty, integrity, tendency to associate with other criminals?
2. Whether the applicant disclosed the arrest.
3. The applicant's explanation for the arrest.
4. Other information that may tend to show whether the acts for which the person was arrested would demonstrate an unacceptable risk to allow applicant access to Database Records.
5. Applicants age when arrested.
6. How long ago the applicant was arrested.

Revocation: When the Chief of Police becomes aware of an employee with a security clearance is arrested for a crime or is alleged of misconduct. The Chief of Police will temporarily suspend the security clearance pending a fact finding investigation. The Chief of Police may revoke the security clearance upon a showing of any event that would have resulted in an initial denial of the clearance.

Physical Security**Policy:**

Agencies must assume responsibility for and enforce the system's security standards with regard to all agencies and users it services. The local agency must have adequate physical security to protect against any unauthorized access to RAIN servers, computer terminals, access devices, or stored/printed data at all times. Sites include vehicles housing Mobile Data Terminals.

Administrative Security

Policy:

Each agency Chief, by signing the Inter-Local Agreement agrees to conform to RAIN system security policy and procedures.

Non-criminal justice governmental agencies designated to perform criminal justice support services such as dispatching functions or data processing/information services for a criminal justice agency are eligible for RAIN records information systems access.

Non-criminal justice governmental agencies are permitted access to RAIN systems if authorized pursuant to statute, regulation, ordinance, or interagency agreement.

All non-criminal justice agencies accessing RAIN systems will be subject to all RAIN operational policies, rules, and regulations. Security control responsibility must remain with the sponsoring criminal justice agency.

Private contractors or vendors are permitted access to RAIN data pursuant to a specific agreement for the purpose of providing services for the administration of criminal justice pursuant to that agreement.

All RAIN member agencies shall provide security awareness briefing to all personnel who have access to RAIN information. The goal of these briefings is to ensure that personnel are made aware of:

- threats, vulnerabilities, and risks associated with accessing RAIN systems;
- what requires protection;
- information accessibility, handling, marking, and storage considerations;
- physical and environmental considerations;
- system, data, and access controls;
- contingency plan procedures;
- secure configuration control requirements;
- social engineering practices; and
- responsibility to promptly report security violations to the Chief of Police.

Security Monitoring

Policy:

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

Security-related incidents that impact RAIN data or communications circuits shall be reported to the RAIN Governance Board. Major violations (for example, Those that significantly endanger the security or integrity of the agency's system or personnel) must be immediately communicated to the RAIN Governance Board.

Disposal of Media

Policy:

All data associated with law enforcement records stored in the RAIN system shall be securely stored and/or disposed of in an approved manner to prevent access by unauthorized personnel.

APPENDIX C

Rules for Use of Data from RAIN

RAIN is an investigative tool, not a Records Management System. RAIN should be accessed only for a law enforcement purpose. It allows you to search shared data from participating agencies, but is only one element in effective law enforcement for building an investigative case. Each participating agency maintains ownership of its own data. Therefore, the following rules apply:

1. All attempts to access data through RAIN are recorded in system logs and are subject to routine audit or review for detection of inappropriate or illegal activity.
2. A hit through RAIN is not probable cause for arrests, searches and seizures, or court testimony; but it indicates that information exists in the RMS of an identified agency. You must have original documents from the originating agency prior to using any information obtained through RAIN for any proceedings requiring court testimony.
3. Any information intended for use in a criminal record or case must be validated through the originating agency for accuracy and completeness.
4. Security-related incidents that impact RAIN data or communications shall be immediately reported to your Chief, who will report them to the RAIN Governance Board.
5. All data retrieved from law enforcement records stored in the RAIN system shall be securely stored and/or destroyed in an approved manner to prevent access by unauthorized personnel.

APPENDIX D

Cost Sharing Assessment for RAIN in 2007 and 2008

2007

Costs associated with maintenance of shared RAIN system elements shall be divided among all participating agencies. The specific assessments outlined below are based on a commissioned officer model agreed to by both the RAIN Governance Board and the KPCPA general membership. This assessment is specific to 2007 and costs are subject to change as maintenance fees and shared elements increase. Annual software maintenance is subject to a 3% increase, and the cost associated with Jail Booking Photos will be added in 2008.

Sharable Element Costs (2007)

Item	Base	Increase	Adjusted	Tax	Total Cost
BIS Site License Maintenance	\$40,000.00	3.0%	\$41,200.00	8.8%	\$44,825.60
FR Site License Maintenance	\$20,000.00	3.0%	\$20,600.00	8.8%	\$22,412.80
UDDI Server Replacement	\$2,000.00				\$2,000.00
Total Sharable					\$69,238.40

Cost Sharing Model

- Level 1 (001 to 025 officers) = \$500.00
- Level 2 (026 to 050 officers) = \$1,300.00
- Level 3 (051 to 100 officers) = \$3,500.00
- Level 4 (101 to 200 officers) = \$5,000.00
- Level 5 (201 and over) = \$8,000.00

Based on this model, the participating RAIN agencies are assessed the following in 2007.

Assessments (2007)

Agency	# Commissioned	Level	2007 Assessment
Algona PD	6	1	\$500.00
Auburn PD	85	3	\$3,500.00
Bellevue PD	172	4	\$5,000.00
Black Diamond PD	11	1	\$500.00
Bothell PD	53	3	\$3,500.00
Clyde Hill PD	7	1	\$500.00
Des Moines PD	39	2	\$1,300.00
Duvall PD	13	1	\$500.00
Enumclaw PD	22	1	\$500.00
Federal Way PD	111	4	\$5,000.00
Issaquah PD	28	2	\$1,300.00
Kent PD	116	4	\$5,000.00
King County Sheriff's Office	723	5	\$8,000.00
Kirkland PD	63	3	\$3,500.00
Lake Forest Park PD	22	1	\$500.00
Medina PD	9	1	\$500.00
Mercer Island PD	28	2	\$1,300.00
Normandy Park PD	12	1	\$500.00
Pacific PD	10	1	\$500.00
Port of Seattle PD	108	4	\$5,000.00
Redmond PD	71	3	\$3,500.00
Renton PD	88	3	\$3,500.00
Seattle PD	1,281	5	\$8,000.00
Snoqualmie PD	13	1	\$500.00
Tukwila PD	67	3	\$3,500.00
University of Washington	51	3	\$3,500.00
Total	3,209		\$69,400.00

2008

RAIN sharable costs in 2008 will increase approximately 33.7% over 2007. This increase is due to adding Jail booking photos (\$4,706.69), the new analytics capability completed in 2007 (\$16,809.60) and a 3% allowable increase on site license maintenance rates. These ongoing sharable costs shall be divided among all participating agencies. The specific assessments outlined below are based on a commissioned officer model agreed to by both the RAIN Governance Board and the KCPCA general membership. This assessment is specific to 2008 and costs are subject to change as maintenance fees and shared elements increase. Again, annual software maintenance is subject to a 3% increase per annum.

Sharable Element Costs (2008)

Item	Base	Increase	Adjusted	Tax	Total Cost
BIS Site License Maintenance	\$41,200.00	3.0%	\$42,436.00	8.8%	\$46,170.37
FR Site License Maintenance	\$20,600.00	3.0%	\$21,218.00	8.8%	\$23,085.18
UDDI Server Replacement	\$2,000.00				\$2,000.00
Jail BIS/FR Maintenance	\$4,200.00	3.0%	\$4,326.00	8.8%	\$4,706.69
Analytics Site License Maintenance	\$15,000.00	3.0%	\$15,450.00	8.8%	\$16,809.60
Total Sharable					\$92,771.84

Cost Sharing Model

- Level 1 (001 to 025 officers) = \$668.50
- Level 2 (026 to 050 officers) = \$1,738.10
- Level 3 (051 to 100 officers) = \$4,679.50
- Level 4 (101 to 200 officers) = \$6,685.00
- Level 5 (201 and over) = \$10,696.00

Based on this model, the participating RAIN agencies are assessed the following in 2008.

Assessments (2008)

Agency	# Commissioned	Level	2008 Assessment
Algona PD	6	1	\$668.50
Auburn PD	85	3	\$4,679.50
Bellevue PD	172	4	\$6,685.00
Black Diamond PD	11	1	\$668.50
Bothell PD	53	3	\$4,679.50
Clyde Hill PD	7	1	\$668.50
Des Moines PD	39	2	\$1,738.10
Duvall PD	13	1	\$668.50
Enumclaw PD	22	1	\$668.50
Federal Way PD	111	4	\$6,685.00
Issaquah PD	28	2	\$1,738.10
Kent PD	116	4	\$6,685.00
King County Sheriff's Office	723	5	\$10,696.00
Kirkland PD	63	3	\$4,679.50
Lake Forest Park PD	22	1	\$668.50
Medina PD	9	1	\$668.50
Mercer Island PD	28	2	\$1,738.10
Normandy Park PD	12	1	\$668.50
Pacific PD	10	1	\$668.50
Port of Seattle PD	108	4	\$6,685.00
Redmond PD	71	3	\$4,679.50
Renton PD	88	3	\$4,679.50
Seattle PD	1,281	5	\$10,696.00
Snoqualmie PD	13	1	\$668.50
Tukwila PD	67	3	\$4,679.50
University of Washington	51	3	\$4,679.50
Total	3,209		\$92,787.80