

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING THE)
NORTHERN IDAHO LICENSE PLATE)
RECOGNITION PROJECT AGREEMENT)
BETWEEN THE POST FALLS POLICE)
DEPARTMENT, SPOKANE COUNTY AND)
THE SPOKANE COUNTY SHERIFF’S OFFICE)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of RCW 36.28.010, the Spokane County Sheriff is the Chief Law Enforcement Officer and conservator of the peace of Spokane County; and

WHEREAS, Post Falls, Idaho Police Department, hereinafter referred to as “Post Falls Police Department”, maintains a commercially available License Plate Recognition, hereinafter referred to as “LPR” database to store investigatory data; and

WHEREAS, pursuant to provisions of RCW 39.34.080, the Post Falls Police Department, Spokane County and the Spokane County Sheriff’s Office, hereinafter collectively referred to as “Parties”, as public agencies, may contract with each other to perform a governmental service, activity, or undertaking which each public agency is authorized to perform, provided such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Parties provide Public Safety services within their respective jurisdictions; and

WHEREAS, the Spokane County Sheriff’s Office desires to access the Post Falls Police Department’s commercially available LPR database to store investigatory data; and

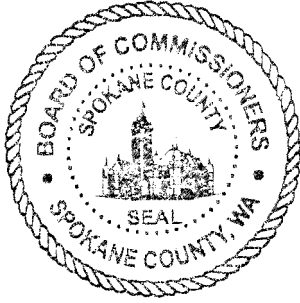
WHEREAS, the Post Falls Police Department desires to permit the Spokane County Sheriff’s Office to access the Post Falls Police Department’s commercially available LPR database to store investigatory data.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, that either the Chairman of the Board, or a majority of the Board, or the Spokane County Sheriff, or the Spokane County Sheriff’s designee be and is hereby authorized to execute, at other than an open meeting, that document titled “Northern Idaho License Plate Recognition Project Agreement” and any and all documents to implement the subject Agreement, pursuant to which, under certain terms and conditions, the Post Falls Police

Department will permit the Spokane County Sheriff's Office to access the Post Falls Police Department's commercially available LPR database to store investigatory data.

PASSED AND ADOPTED this 30th day of April, 2019.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:

Mary L. Kuney
MARY L. KUNEY, CHAIR

Al French
AL FRENCH, VICE-CHAIR

Ginna Vasquez
Ginna Vasquez, Clerk of the Board

Josh Kerns
JOSH KERNS, COMMISSIONER

Agreement
Northern Idaho License Plate
Recognition Project

THIS AGREEMENT, made and entered into this ____ day of _____, 2019 by and between the City of Post Falls Police Department, having offices for the transaction of business at 1717 East Polston Avenue, Post Falls, Idaho, 83854, hereinafter sometimes referred to as "PFPD"; Spokane County, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99201 and the Spokane County Sheriff's Office, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington, 99260, hereinafter together referred to as "Agency," collectively referred to as "Parties."

WHEREAS, Post Falls Police Department maintains a commercially available License Plate Recognition (LPR) database to store investigatory data; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, hereinafter sometimes referred to as the "Board", has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of RCW 36.28.010, the Spokane County Sheriff is the Chief Law Enforcement Officer and conservator of the peace of Spokane County; and

WHEREAS, pursuant to provisions of RCW 39.34.080, the parties, as public agencies, may contract with each other to perform a governmental service, activity, or undertaking which each public agency is authorized to perform, provided such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Parties provide Public Safety services within their respective jurisdictions; and

WHEREAS, the Parties have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their respective jurisdictions; and

WHEREAS, the Parties are committed to cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Agency desires to use the LPR system database maintained by PFPD to facilitate the sharing of license plate information which will provide the PFPD custodial status of the other Agency's motor vehicle license plate recognition information; and

WHEREAS, the Agency desires to share law enforcement information owned by the Agency under the conditions set forth in this Agreement; and

WHEREAS, it is the mission of the Parties to protect the citizens within its area of responsibility from the threat of narcotics trafficking; organized crime; international, domestic and street terrorism related activities through information sharing and technical operation support to public safety agencies.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

IT IS HEREBY AGREED, by and between the Parties as follows:

1. PURPOSE:

The purpose of this Agreement is to provide a standardized approach and method of collection and sharing of License Plate Recognition (LPR) systems' data between the Post Falls Police Department and Public Safety Agencies in the surrounding area.

2. COSTS:

Participating agencies shall be responsible for purchasing enough BOSS' user licenses for their agency needs. Additionally, the Agency shall pay to Post Falls Police Department a yearly fee for the use of the Post Falls Police Department LPR system database as follows:

\$500.00 per year for agencies with less than 20 officers
\$1,000.00 per year for agencies with 20 or more officers

The fee will be used by Post Falls Police Department for maintenance of the system.

3. DATA ACCESS AND SECURITY REQUIREMENTS:

- a. Data Access: The Post Falls Police Department will make the license plate information residing in the LPR data repositories available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. The Post Falls Police Department will inform the Agency in advance, whenever possible, of scheduled system downtimes.
- b. Data Sharing: LPR data contributed by the Agency will be shared with all AGENCIES that have entered into an Agreement with Post Falls Police Department for LPR data contribution. The Agency agrees not to facilitate

information sharing between law enforcement entities that have not entered into agreements allowing such sharing.

- c. Security Requirements: Post Falls Police Department and the Agency agree to enforce and maintain security requirements for the information stored in the LPR data repositories as specified in the agreement. The Agency agrees to use information residing in the LPR data repositories as a pointer system and not as the source of probable cause for law enforcement actions. Exceptions to the above policy shall not be implemented by any Agency without the approval of the Post Falls Police Department.

Agency further agrees that the information hosted in the LPR data repository shall be used for law enforcement purposes only and that only law enforcement agency employees that have been subject to background screening will be allowed access to the system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to LPR systems shall not be granted. Agency shall have an established policy that prevents the misuse of the system and information.

4. BENEFITS TO AGENCY:

- a. Data Links: The centralized storage of LPR data will provide a solution to the problem of inaccessible or irretrievable information as result of disconnected LPR systems and the difficulty in sharing information across jurisdictional boundaries.

5. AGREEMENT AMENDMENTS:

Any changes and additions to this Agreement shall be made by written amendments to this Agreement, and shall not be effective until approved in writing by the Parties. Annually, or more frequently as requested by the Parties, a joint review of this Agreement shall occur to identify needed changes, which may be amended by written mutual agreement of the Parties.

6. RECORDS AND REPORTS:

Information stored on the Post Falls Police Department server for the Agency may be considered a public record under Idaho Code and subject to disclosure or as otherwise mandated by law. Post Falls Police Department will refer all public records requests for Agency information to the Agency to respond. In the event a public information request is received requesting Spokane County LPR data, Post Falls Police Department will forward, as outlined in Exhibit A, the records request

immediately to the Agency where disclosure is mandated by Chapter 42.56 RCW, the orders of the Washington Courts or otherwise mandated by law for processing; however, Post Falls Police Department may be required by law to release the information directly to the requesting party.

7. DURABILITY:

This Agreement shall become operational and effective upon execution by the Parties. Parties may terminate the MOU Agreement at any time by giving written notice to the other Parties at least sixty (60) days prior to the effective date of termination.

8. BENEFITS:

The Parties shall agree that the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by any person or entity not a party to this Agreement. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

9. INDEMNIFICATIONS:

Parties shall defend, indemnify, and hold harmless every other party and its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents or employees arising out of or incidental to the performance of any of the provisions of this Agreement. Parties do not assume liability for the acts or omissions of persons other than their respective officers, its employees, agents and officers. The Agency further releases Post Falls Police Department from any liability relating to the release of the Agency information pursuant to a public records request.

10. ASSIGNMENT PROHIBITED:

Parties to this Agreement may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as written below.

Pat Knight, Chief
Post Falls Police Department

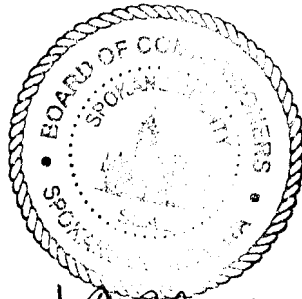
Ozzie D. Knezovich, Sheriff
Spokane County

Date

7/25/2019
Date

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 30th day of April 2019.

ATTEST:



MARY L. KUNEY, CHAIR

AL FRENCH, VICE-CHAIR

Ginna Vasquez, Clerk of the Board

JOSH KERNS, COMMISSIONER

HOLD this page for signature block of City of Post Falls

Exhibit A

How to submit a Public Records Request

Please visit the Spokane County website

<https://www.spokanecounty.org/>

Select County Services

Then select Public Records Requests

You will be able to submit a request for Spokane County Sheriff's Office.

If you need to reach our Public Records Coordinator with questions, please contact Tiffany Kinnick at 509-477-6926.

Or by mail

Spokane County Sheriff's Office

Attn: Public Disclosure

1100 W. Mallon Ave

Spokane, WA 99260

AGENDA SHEET

SUBMITTING DEPARTMENT: Spokane County Sheriff's Office
CONTACT PERSON: Esther Larsen
PHONE NUMBER: 477-5709

CHECK TYPE OF MEETING ITEM BELOW:

BELOW FOR CLERK'S USE ONLY:

9:30 AM CEO MEETING:

2:00 PM CONSENT AGENDA: X
BY LEAVE:

5:30 PM LEGISLATIVE SESSION:
BY LEAVE:

SPECIAL SESSION:

Clerk's Resolution No. 19-0994
Approved: Majority/Unanimous _____
Denied: Majority/Unanimous _____
Renews/Amends No. _____
Public Works No. _____
Purchasing Dept. No. _____


AGENDA TITLE: IN THE MATTER OF EXECUTING THE NORTHERN IDAHO LICENSE PLATE RECOGNITION PROJECT AGREEMENT BETWEEN THE POST FALLS POLICE DEPARTMENT, SPOKANE COUNTY AND THE SPOKANE COUNTY SHERIFF'S OFFICE

BACKGROUND: (Attach separate sheet(s) if necessary): The Spokane County Sheriff's Office negotiated an agreement with the Post Falls, Idaho Police Department to access the Post Falls Police Department's commercially available License Plate Recognition database to store investigatory data of the Spokane County Sheriff's Office pursuant to the data access and security requirements set forth in the subject Northern Idaho License Plate Recognition Project Agreement.


FISCAL IMPACT: The cost to the Spokane County Sheriff's Office as set forth in the agreement is \$1,000.00 per year, and the funds are available in the Spokane County Sheriff's Office local budget for investigations.

REQUESTED BOARD ACTION: Authorize execution by the Chairman of the Board, or the majority of the Board, or the Spokane County Sheriff or the Spokane County Sheriff's designee, at other than an open meeting, any and all documents to implement the subject Northern Idaho License Plate Recognition Project Agreement.

SIGNATURES: (Signatures must be completed before submitting to the Clerk of the Board.)



1) Legal Department




3) Budget Office



5) Risk Management Department



2) Auditor's Office



4) Department Head/Elected Official or Designated Authority (Requesting Agenda Item)

This item will need to be codified in the Spokane County Code.

Automated License Plate Readers

459.1 PURPOSE AND SCOPE

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. ALPR is used by the Spokane County Sheriff's Office to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. ALPRs may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

459.2 ADMINISTRATION OF ALPR DATA

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the RIG 9 Unit Commander. The RIG 9 Unit Commander will assign personnel under his/her command to administer the day-to-day operation of the ALPR equipment and data.

459.3 ALPR OPERATION

Use of an ALPR is restricted to the purposes outlined below. Department personnel shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) An ALPR equipment and databases shall only be used for official and legitimate law enforcement business.
- (b) An ALPR equipment and databases may be used in conjunction with any patrol operation or official department investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR equipment and databases may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment, or access ALPR data, without first completing department-approved training.
- (e) If practicable, the deputy should verify an ALPR response through the Central Computerized Enforcement Service System (ACCESS) before taking enforcement action that is based solely upon an ALPR alert.
- (f) No ALPR operator may retrieve ACCESS data unless otherwise authorized to do so.

459.4 ALPR DATA COLLECTION AND RETENTION

All data and images gathered by ALPR equipment are for the official use of the Spokane County Sheriff's Office, and because such data may contain confidential ACCESS information, it is not

Spokane County Sheriff's Office

Spokane County SO Policy Manual

Automated License Plate Readers

open to public review. ALPR information gathered and retained by this department may be used and shared with prosecutors or others only as permitted by law.

The SpokaneRIG 9 Unit Commander is responsible to ensure proper collection and retention of ALPR data.

All ALPR data downloaded to the server shall be stored according to the [Washington State Archives](#) and thereafter may be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action, or is subject to a lawful action to produce records. In such circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

No video recording in the possession of the Sheriff's Office shall be duplicated and released to the public unless;

- (a) There has been a final disposition of any criminal or civil litigation arising from the event that was recorded; or
- (b) There is nothing contained in the video that readily identifies the individual or individuals that are the subject of the video and the video contains no information that would interfere with any court proceeding related to the event that is the subject of the video.<http://www.sos.wa.gov/archives/recordsmanagement/managing-law-enforcement-records.aspx>

459.5 ACCOUNTABILITY AND SAFEGUARDS

All saved data will be closely safeguarded and protected by both procedural and technological means. The Spokane County Sheriff's Office will observe the following safeguards regarding access to and use of stored data:

- (a) All non-law enforcement requests for access to stored ALPR data shall be referred to the Records Manager and processed in accordance with applicable law.
- (b) All ALPR data downloaded to the mobile workstation and server shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies at any time for legitimate law enforcement purposes.
- (e) ALPR system audits should be conducted on a regular basis.