

RESOLUTION 2014 253

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY, FRANKLIN COUNTY, AND THE CITIES OF KENNEWICK, RICHLAND, PASCO, PROSSER, WEST RICHLAND, AND CONNELL REGARDING THE ANNUAL SOFTWARE LICENSE UPDATE FOR THE CELLEBRITE USA, INC. UFED PHYSICAL DEVICE USED BY THE PARTICIPATING AGENCIES.

WHEREAS, the Support Advocacy & Resource Center (SARC) was eligible to obtain state grant funding for the use of purchasing computer related equipment; and

WHEREAS, a Cellebrite UFED Physical Device (UFED) was purchased by SARC for the use by all local area law enforcement agencies to download and analyze cell phone, GPS, and tablet data during an investigation, with the intention to donate the device to Benton County on the condition that all local area agencies be permitted to use it during an investigation; and

WHEREAS, it was agreed upon at the Chief's and Sheriff's meeting that the renewal of the annual software licensing and all associated UFED costs would be the responsibility of the participating agencies; and

WHEREAS, the attached Interlocal Agreement allocates the cost, usage, and administration of the UFED device among the Participating Agencies; and

WHEREAS, as per Resolution 2013-671, the Board of Benton County Commissioners authorized payment to Cellebrite USA, Inc. in the amount of \$2,998.99 in order to get the device updated with the current information without interrupting investigations; and

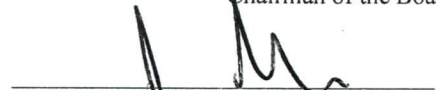
WHEREAS, Benton County Sheriff's Office shall pay the annual update cost to Cellebrite USA, Inc. each year and will invoice all Participating Parties based on the percentage outlined in the Interlocal Agreement; **NOW, THEREFORE**

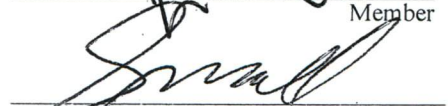
BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the attached Interlocal Agreement between Benton County and said Participating Agencies regarding the cost, usage, and administration of the annual software license update for the Cellebrite USA, Inc. UFED Physical Device used by the Participating Agencies; and

BE IT FURTHER RESOLVED, This Interlocal Agreement shall be effective immediately upon signatures of all Participating Agencies. This Agreement shall have a duration of two (2) years, and shall be renewed annually thereafter by a majority vote of the Participating Agencies.

Dated this 18 day of March, 2014


Chairman of the Board


Member


Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest.....

Clerk of the Board

Orig: Sheriff's Office

Cc: Auditor's Office; Rosemary; Franklin Co.; City of Kennewick; City of Richland; City of Pasco; City of Prosser; City of West Richland; City of Connell.

COMPUTER EQUIPMENT SOFTWARE LICENSE AGREEMENT

This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) by and between BENTON COUNTY and the following entities:

CITY OF PASCO
CITY OF KENNEWICK
CITY OF RICHLAND
CITY OF WEST RICHLAND
CITY OF PROSSER
CITY OF CONNELL
FRANKLIN COUNTY

(collectively referred to as the "Participating Agencies").

This Agreement is effective upon execution by all Participating Agencies and filing with the County Auditor.

SECTION 1 - PURPOSE

The Support Advocacy & Resource Center (SARC) was eligible to obtain State grant funding for the use of purchasing computer related equipment. A Cellebrite UFED Physical (UFED) device was purchased by SARC for use by local area agencies to download and analyze cell phone, GPS, and tablet data during an investigation, as electronic devices are frequently used in crimes against children, as well as sexual assault cases. SARC purchased the device, which included the 1st year software licensing, with the intention to donate the device to Benton County on the condition that all local area agencies be permitted to use it during an investigation. It was agreed upon by the Chief's and Sheriff's that the renewal of the annual software licensing and all associated UFED costs would be the responsibility of the Participating Agencies. This Agreement will allocate the costs, usage, and administration of the UFED device among the Participating Agencies.

SECTION 2 - TERMS OF USE AND AVAILABILITY

All Participating Agencies agree to abide by the terms of the Cellebrite License Agreement set forth in Exhibit A. The UFED device shall be housed at the Benton County Sheriff's Office and shall be signed out by each Participating Agency user. The availability of the UFED device shall be prioritized based on the degree of the crime and potential harm to the public. Should a Participating

Agency have a high priority or emergency case, it can obtain the device from whichever Participating Agency is currently using it for a non-priority case. If a Participating Agency's investigator is out of town, the device is to be returned to Benton County to be passed on to the next Participating Agency waiting to use the device.

SECTION 3 - ADMINISTRATION

The Benton County Sheriff's Office shall be the administrator of the UFED device. Should the UFED device fail during use, the user shall immediately notify the Benton County Sheriff's Office. Upon said notification, the Benton County Sheriff's Office shall notify the vendor to resolve any issues with the device.

SECTION 4 - COMPENSATION

As compensation for the use of the UFED device, each Participating Agency shall pay Benton County a percentage of the actual costs incurred by Benton County for the annual software license renewal, and for any necessary repairs not provided for under Section 8 herein needed for the device. The percentage each Participating Agency is obligated to pay is based on the Jurisdiction Allocation Formula, as set forth below. Allocation is modeled after the previously executed Child Abuse Investigation Agreement between the Participating Agencies and based on a 50/50 split between prosecution and law enforcement. Allocation between jurisdictions is based on population.

JURISDICTION ALLOCATION FORMULA

	PROSECUTION	LAW ENFORCEMENT	TOTAL
Kennewick	-0-	14.50% (50% of 29)	14.50%
Richland	-0-	9.50% (50% of 19)	9.50%
Benton County	34% (50% of 68)	6.5% (50% of 13)	41%
West Richland	-0-	2.5% (50% of 5)	2.5%
Prosser	-0-	1% (50% of 2)	1%
Pasco	-0-	12% (50% of 24)	12%
Franklin County	16% (50% of 32)	3% (50% of 6)	18.5%
Connell	-0-	1% (50% of 2)	1%
Total	50%	50%	100%

SECTION 5 - PAYMENT

Benton County shall determine the actual costs incurred on an annual basis and shall calculate the amount each Participating Agency owes using the Jurisdiction Allocation Formula. Benton County shall then submit that amount in an annual voucher to each Participating Agency, upon signature of all Participating Agencies for the 2013 first payment, and then on or before September 1st of each year thereafter. Each Participating Agency shall pay the voucher within thirty days upon receipt. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, all collection costs shall be paid by the defaulting Participating Agency.

SECTION 6 - WITHDRAWAL

6.1 Any Participating Agency to this Agreement may withdraw by serving a notice of withdrawal upon all other Participating Agencies to the Agreement. This notice shall be given by April 1st of any year to be effective September 1st that same year. Such withdrawal will terminate usage of the device for the withdrawing Participating Agency.

6.2 In the event a Participating Agency withdraws from this Agreement, the Jurisdiction Allocation Formula set forth in Section 4, may be amended pursuant to Section 11.

SECTION 7 - DURATION OF AGREEMENT

7.1 This Agreement shall be effective immediately upon signatures of all Participating Agencies. This Agreement shall have a duration of two (2) years, and shall be renewed annually thereafter by a majority vote of the Participating Agencies.

7.2 The Participating Agencies may agree by unanimous consent to terminate this Agreement and said termination would be effective August 31st of that same year.

SECTION 8 - REPLACEMENT OF REPAIR OF EQUIPMENT DUE TO DAMAGE OR THEFT

8.1 Should the UFED device be damaged or stolen while in the custody of any Participating Agency, said agency shall be solely responsible for the replacement or repair costs of the UFED device. Benton County shall be responsible for disposing the equipment if it shall become obsolete.

SECTION 9 - LIABILITY

9.1 Each Participating Agency to this Agreement is responsible for the conduct and action of its officers, agents and employees and shall hold harmless, indemnify and defend all other Participating Agencies to this Agreement from and against any and all claims, loss and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of its officers, agents and employees in the performance of this Agreement.

9.2 With respect to the performance of this Agreement and usage of the UFED device, as to any claims against any Participating Agency to this Agreement or their officers, agents, and employees, each Participating Agency expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify defend and hold harmless provided for in this section extends to any claim brought by or on behalf of any employee of the respective Participating Agency. This waiver is mutually negotiated by the Participating Agencies.

SECTION 10 - PROHIBITION AGAINST ASSIGNMENT

No Participating Agency to this Agreement may assign any right, claim or interest it may have under this Agreement.

SECTION 11 - AMENDMENT

This Agreement may be amended from time to time as deemed appropriate by the Participating Agencies, provided, that such amendment shall become effective only after it has been adopted in writing by each of the Participating Agencies.

SECTION 12 - SEVERABILITY

Should any portion of this Agreement be deemed by a court of law of the state legislature to be illegal or unenforceable, to the extent practicable, every other portion, which is not illegal or unenforceable, shall remain in effect.

SECTION 13 - COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

SECTION 14 - AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the Participating Agencies. All oral understandings and agreements are set forth in writing herein.


Dated this _____ day of _____, 2013.

BENTON COUNTY, WASHINGTON


Chairman

James Beaver

Attest:


CAMI MCKENZIE
Clerk of the Benton County
Board of County Commissioners


STEVEN KEANE, Sheriff

Approved As To Form:


RYAN LUKSON, Deputy Prosecutor

CITY OF KENNEWICK

STEVE YOUNG, Mayor

KEN HOHENBERG, Police Chief

Approved As To Form:

LISA BEATON, City Attorney

FRANKLIN COUNTY, WASHINGTON

RICK MILLER, Chairman

Attest:

MARY WITHERS
Clerk of the Franklin County
Board of County Commissioners

RICHARD LATHIM, Sheriff

Approve As To Form:

SHAWN P. SANT, County Prosecutor

CITY OF RICHLAND

CINDY JOHNSON, City Manager

CHRIS SKINNER, Police Chief

Approved As To Form:

~~TOM LAMPSON~~, City Attorney

Heather Kintzley

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BENTON COUNTY, WASHINGTON

FRANKLIN COUNTY, WASHINGTON

Chairman
James Beaver
Attest:

RICK MILLER, Chairman

Attest:

CAMI MCKENZIE
Clerk of the Benton County
Board of County Commissioners

MARY WITHERS
Clerk of the Franklin County
Board of County Commissioners

STEVEN KEANE, Sheriff

Approved As To Form:

RICHARD LATHIM, Sheriff

Approve As To Form:

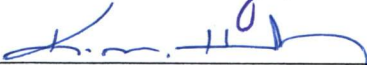
RYAN LUKSON, Deputy Prosecutor
CITY OF KENNEWICK

SHAWN P. SANT, County Prosecutor
CITY OF RICHLAND




STEVE YOUNG, Mayor

CINDY JOHNSON, City Manager



KEN HOHENBERG, Police Chief

CHRIS SKINNER, Police Chief

Approved As To Form:


LISA BEATON, City Attorney

Approved As To Form:

~~TOM LAMPSON~~, City Attorney
Weather Rintzley

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Dated this _____ day of _____, 2013.

BENTON COUNTY, WASHINGTON

FRANKLIN COUNTY, WASHINGTON

Chairman
James Beaver
Attest:

Rick Miller

RICK MILLER, Chairman

CAMI MCKENZIE
Clerk of the Benton County
Board of County Commissioners

Attest: *2013-463*
Mary Withers 12-18-2013

MARY WITHERS
Clerk of the Franklin County
Board of County Commissioners

STEVEN KEANE, Sheriff

Richard Latham

RICHARD LATHIM, Sheriff

Approved As To Form:

Approve As To Form:

RYAN LUKSON, Deputy Prosecutor

Shawn P. Sant *deputy for*

SHAWN P. SANT, County Prosecutor

CITY OF KENNEWICK

CITY OF RICHLAND

STEVE YOUNG, Mayor

CINDY JOHNSON, City Manager

KEN HOHENBERG, Police Chief

CHRIS SKINNER, Police Chief

Approved As To Form:

Approved As To Form:

LISA BEATON, City Attorney

~~TOM LAMPSON~~, City Attorney
Heather Kintzley

2013 463

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SECTION 14 - AGREEMENT COMPLETE

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Dated this 23rd day of January, 2014.

BENTON COUNTY, WASHINGTON

James Beaver, Chairman

Attest:

CAMI MCKENZIE
Clerk of the Benton County
Board of County Commissioners

STEVEN KEANE, Sheriff

Approved As To Form:

RYAN LUKSON, Deputy Prosecutor

CITY OF KENNEWICK

STEVE YOUNG, Mayor

KEN HOHENBERG, Police Chief

Approved As To Form:

LISA BEATON, City Attorney

FRANKLIN COUNTY, WASHINGTON

RICK MILLER, Chairman

Attest:

MARY WITHERS
Clerk of the Franklin County
Board of County Commissioners

RICHARD LATHIM, Sheriff

Approve As To Form:

SHAWN P. SANT, County Prosecutor

CITY OF RICHLAND

CINDY JOHNSON, City Manager

CHRIS SKINNER, Police Chief

Approved As To Form:

Heather Kintzley, City Attorney

CITY OF PASCO



GARY CRUTCHFIELD, CITY MANAGER



ROBERT METZGER, Chief Police

Approved As To Form:

LEE KERR, City Attorney

CITY OF PROSSER

PAUL WARDEN, Mayor

DAVID GILES, Police Chief

Approved As To Form:

HOWARD SAXTON, City Attorney

CITY OF WEST RICHLAND

DONNA NOSKI, Mayor

BRIAN MCELROY, Policy Chief

Approved As To Form:

BRONSON BROWN, City Attorney

CITY OF CONNELL

GARY WALTON, Mayor

MIKE KESSLER, Police Chief

Approved As To Form:

DAN HULTREN, City Attorney

CITY OF PASCO

GARY CRUTCHFIELD, CITY MANAGER

ROBERT METZGER, Chief Police

Approved As To Form:

LEE KERR, City Attorney

CITY OF PROSSER

Paul Warden

PAUL WARDEN, Mayor

David Giles

DAVID GILES, Police Chief

Approved As To Form:

Howard Saxton

HOWARD SAXTON, City Attorney

CITY OF WEST RICHLAND

DONNA NOSKI, Mayor

BRIAN MCELROY, Policy Chief

Approved As To Form:

BRONSON BROWN, City Attorney

CITY OF CONNELL

GARY WALTON, Mayor

MIKE KESSLER, Police Chief

Approved As To Form:

DAN HULTREN, City Attorney

Attest:

Rachel M. Shaw

Rachel M. Shaw, City Clerk

CITY OF PASCO

MATT WATKINS, Mayor

ROBERT METZGER, Chief Police

Approved As To Form:

LEE KERR, City Attorney

CITY OF PROSSER

PAUL WARDEN, Mayor

DAVID GILES, Police Chief

Approved As To Form:

HOWARD SAXTON, City Attorney

CITY OF WEST RICHLAND

Donna Noski - 9/23/13

DONNA NOSKI, Mayor

Brian McElroy

BRIAN MCELROY, Policy Chief

Approved As To Form:

Bronson Brown

BRONSON BROWN, City Attorney

CITY OF CONNELL

GARY WALTON, Mayor

MIKE KESSLER, Police Chief

Approved As To Form:

DAN HULTREN, City Attorney

CITY OF PASCO

GARY CRUTCHFIELD, CITY MANAGER

ROBERT METZGER, Chief Police

Approved As To Form:

LEE KERR, City Attorney

CITY OF PROSSER

PAUL WARDEN, Mayor

DAVID GILES, Police Chief

Approved As To Form:

HOWARD SAXTON, City Attorney

CITY OF WEST RICHLAND

DONNA NOSKI, Mayor

BRIAN MCELROY, Policy Chief

Approved As To Form:

BRONSON BROWN, City Attorney

CITY OF CONNELL

~~GARY WELTON~~, Mayor *Bruce Blackwell*

~~MIKE KESSLER~~, Police Chief *(Interim)*

Alan Chertok

ALAN CHERTOK
Approved As To Form:

DAN HULTREN, City Attorney