

## INTERLOCAL AGREEMENT

### Dispatch Communications

This is an Agreement between the City of Redmond, a municipal corporation, hereinafter referred to as "Redmond", and the City of Duvall, a municipal corporation, hereinafter referred to as "Duvall"

#### RECITALS

- A. Duvall is located within King County, and Duvall has the authority and responsibility to provide police protection for the citizens of Duvall. Redmond has established and maintains a Police Department which routinely provides law enforcement services to the citizens of the City of Redmond, including without limitation communication functions inherent in the provision of law enforcement, hereinafter "communications law enforcement service".
- B. Redmond is capable of providing communication law enforcement services, within the corporate limits of Duvall. Duvall is desirous of obtaining communication law enforcement service from Redmond to assist in fulfilling its obligation to Duvall citizens pursuant to RCW 39.34.010 and 39.34.080.

In consideration for the promises set forth herein the parties agree as follows:

#### 1. DUVALL'S RESPONSIBILITIES

- 1.1 Provide, maintain, and pay for such data transfer circuit(s) and equipment required to support connection and interface with the Redmond Police Computer Aided Dispatch (CAD) and Records Management System (RMS).
- 1.2 Provide, install, operate, maintain, and pay for Mobile Data Computer (MDC) systems for connection and interface with the Redmond MCD/CAD network server. MDC units with access to CAD may be added by Duvall upon agreement between the two parties, with Duvall bearing all costs associated with the increased number of units.
- 1.3 Pay for any costs associated with contracting with mobile data service providers to permit wireless data transfers from Duvall MCD equipment to the Redmond MDC/CAD network server.
- 1.4 Provide, operate and maintain its own radio equipment compatible with the King County Public Safety radio network and operate on talk group(s) designated by Redmond.

- 1.5 Pay for any costs associated with its contract relationship to the Washington Crime Information Center (WACIC) and the ACCESS information system managed by the Washington State Patrol.
- 1.6 Have responsibility for all associated costs for equipment and software including any components, as defined by Redmond, required to access Duvall CAD data from a secure location within the Duvall Police Department.
- 1.7 Duvall personnel will log into the CAD system using their own unique username and password, and will conform to the password policies of the Redmond Police Department.
- 1.8 Notify Redmond promptly of any changes in status of personnel.
- 1.9 Ensure that technical staff who work for or contact with the City of Duvall meet CJIS security standards and work in close cooperation and in concert with Redmond CAD administrators.
- 1.10 For a two year period, January 1, 2018 through December 31<sup>st</sup>, 2019 pay Redmond \$113,990.00 for the period January 1, 2018 through December 31<sup>st</sup>, 2018 and for the period of January 1, 2019 through December 31, 2019 pay Redmond \$116,497.00.
- 1.11 Make available to Redmond case records required to maintain NCIC record validation compliance.

## **2. REDMOND'S RESPONSIBILITIES**

- 2.1 Provide communications law enforcement service with the geographical boundaries of Duvall, rendering such service of the same level, degree, and type as customarily provided in the City of Redmond as more definitively stated in Exhibit A, General Operating Procedures, Redmond Police Department Manual of Standards Communications Chapter 30 and the Redmond Police Department Standardized Radio Operating Procedures, attached and incorporated by the reference, including, without limitation:
  - a. Answer telephone calls for the Duval police service in the Redmond Police Department Communications/911 center.
  - b. Process and dispatch, via radio or MDC, calls for service to Duvall police units.

- c. Provide general ACCESS, NCIC, and WACIC data and warrant services for Duvall. These services will be provided in compliance with applicable ACCESS, NCIC, and WACIC policy guidance.
- d. Provide technical specifications and recommendations for the purchase and installation of MDC equipment and necessary software to permit connection with the Redmond CAD/MDC network.
- e. Maintain equipment and database(s) associated with CAD.

### **3. TERM**

3.1 This agreement is intended to renew a previous contract and is intended to be effective on January 1, 2018, for a term of two years (24 months). It may be terminated without cause only after sixty (60) days written notice received by one party, given the other. This agreement may be terminated for cause, if corrective measure have not been commenced within ten (10) days after written notice, and substantially completed with thirty (30) days. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

### **4. RELATIONSHIP OF PARTIES**

4.1 Both parties understand and agree that Redmond is acting hereunder as an independent contractor, with the intended following results:

- a. All Communications staff rendering service hereunder shall be for all purposes employees of the Redmond, although they may from time to time act for the benefit of Duvall.
- b. Control of Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
- c. Control of Partial and Fully Commissioned staff standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
- d. All liabilities for salaries, wages, other compensations benefits, injury, sickness, or retirement system contributions for Communications staff, and other partial and fully

commissioned staff rendering services for this contract shall be provided by Redmond.

## **5. INDEMNITY**

5.1 Redmond will protect, defend, indemnify, and save harmless Duvall, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Redmond, its officers, employees, or agents. Redmond agrees that the obligation to indemnify, defend, and hold harmless Duvall and its agents and employees under this provision extends to any claim, demand, or cause of action brought by or on behalf of any employee of Redmond against Duvall, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

5.2 Duvall will protect, defend, indemnify, and save harmless Redmond, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Duvall, its officers, employees, or agents. Duvall agrees that its obligations under this provision extend to any claim, demand, or cause of action brought by or on behalf of any employees of Duvall against Redmond, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

## **6. DISCRIMINATION**

6.1 Redmond hereby certifies that it is an equal opportunity employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines contained in Revised Order 4 of the United States Department of Labor. Both parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, or disability. Both parties agree that they will take affirmative action to ensure that all employment actions are without regard to race, color, religion, sex, national origin, marital status, or disability.

**7. NOTICES**

7.1 All notices to the parties under terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be in writing, addressed as follows:

DUVALL:

City of Duvall  
Police Department  
Chief Carey Hert  
P.O. Box 1300  
Duvall, WA 98019

REDMOND:

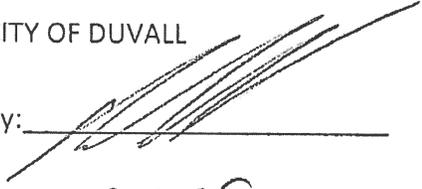
City of Redmond  
Police Department  
Chief Kristi Wilson  
P.O. Box 98073-9710  
Redmond, WA 98073-9710

**8. ENTIRE AGREEMENT/MODIFICATION**

8.1 This Agreement is intended to express the entire agreement of the parties, and may not be altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement.

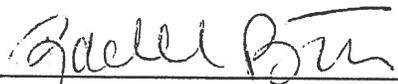
DATE: 12/21/17

CITY OF DUVALL

By: 

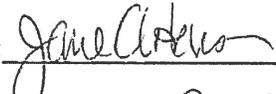
Its: mayor

Approved as to form:

  
\_\_\_\_\_  
City Attorney

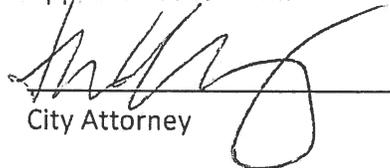
DATE: 12/7/17

CITY OF REDMOND

By: 

Its: DEPUTY CITY ADMINISTRATOR

Approved as to form:

  
\_\_\_\_\_  
City Attorney

## Exhibit A

**GENERAL OPERATIONAL PROCEDURES** for the delivery of law enforcement communications services by the City of Redmond to the City of Duvall.

### **INTRODUCTION:**

The Redmond Police Communications/911 Center is a progressive customer service oriented organization designed to perform a myriad of communication and information functions rapidly and accurately. The volume, complexity, immediacy, and accuracy of the work performed requires standard operating procedures that are often specifically defined and uniform. In establishing procedures to provide Communications services for Duvall, a general rule has been followed:

Standard practices and procedures with Duvall may not vary from existing Redmond Communications procedures unless significant reasons dictate a variance.

This general rules should be applied to issues in dispute.

However, Redmond does recognize that providing high quality services to Duvall may necessitate some accommodation by Redmond in service delivery to satisfy service needs that are unique to Duvall policing.

### **A. RADIO USE, CALL RECEIVING AND DISPATCHING**

The Duvall Police Department will abide by the Redmond Police Department Manual of Standards Communications Chapter 30 and the Redmond Police Department Standardized Radio Operating Guidelines.

The Redmond Police Communications/911 Center will answer Duvall Police telephone calls for police services in conjunction with the Redmond Police telephone calls for police services. The Duvall Police calls will receive the same screening and processing by all call receivers including entry in the Computer Aided Dispatch (CAD) system when appropriate.

The processed calls will be classified by incident nature and prioritized equally with Redmond calls according to the three call response classifications described in the Redmond Police Manual of Standards Communications Chapter 30.

Upon the conclusion of any incident entered in CAD, Duvall Police officers will provide the Communications Center an appropriate clearing and disposition code as described in the Redmond Police Officers Reference guide.

The Redmond Communications/911 Center will perform audio log data searches and create recordings from the logging data recorders upon written request from the Duvall Police Department.

The Redmond Communications/911 Center reserves the right to refuse to perform audio searches/duplication services that may require extensive labor or are not warranted in the opinion of the Redmond Police Communications Supervisor.

## **B. DATA AND WARRANT SERVICES**

General: Duvall Police Department maintains a signed agreement with the Washington Criminal Information Center (WACIC) to abide by the laws and regulations governing WACIC users.

Redmond will provide all WACIC services currently possessed by Redmond to Duvall Police Department consistent with the Redmond Communications/911 Center internal practices and policies governing the use of its facilities.

Periodic audits are conducted to insure the accurate and validity of data in WACIC. Duvall Police Department must assist the auditing of Duvall Police Department's data entries.

Teletypes directed to Duvall Police Department and teletypes directed to all police departments will be transmitted to Duvall Police Department via radio, telephone, fax, or CAD.

### **1. Arrest Warrants:**

Redmond will enter original arrest warrants from district or municipal courts with which Duvall contracts for court services into WACIC. Redmond has rigid procedures regarding the processing and computer entry of arrest warrants to minimize inappropriate arrests. Both parties will abide by the following procedures regarding computer entry and service of district court warrants.

- a. Duvall Police Department will select the district court warrants to be entered by Redmond. The original warrants (not copies) will be delivered to the Redmond Police Department, which will screen the warrants and attachments for completeness and return incomplete warrants for correction. The Redmond Police Department will then enter the warrants into WACIC and NCIC and maintain the original warrant in a location that is readily available for the purposes of confirmation and processing. Warrant entries into WACIC must be from original warrants, which are in the possession of the Redmond Communications/911 Center until served or recalled by the issuing court. At such time, the warrants will be returned to the court.
- b. The Duvall Police Department is responsible for notifying the Redmond Police Communications/911 Center immediately of known changes in the status of arrest warrants.

- c. District courts will place an expiration date on their warrants. The Redmond Communications/911 Center will periodically purge these warrants using the expiration date, and will return the purged warrants to the court.
- d. The Duvall Police Department is responsible for transporting persons arrested on warrants generated by activity within their jurisdiction.
- e. If the Duvall Police Department elects to book a prisoner in jail, the Redmond Communications/911 Center must be immediately notified by radio to verify the warrant to determine its validity, and teletype or fax the agency booking the prisoner the contents of the warrant. Duvall Police Department must immediately advise the Redmond Police Communications/911 Center by phone of incidents when a warrant is served. The Redmond Communications/911 Center will then clear the WACIC entry.
- f. To preclude re-arrests on the same warrant, the Redmond Police Department strongly urges the Duvall Police Department not to make copies of arrest warrants for themselves, release copies to other police agencies, or permit file copies to leave their station facility. The Duvall Police Department is responsible for all outstanding copied warrants they produce and erroneous arrests or re-arrests as a consequence of copied warrants.

2. **Stolen Vehicles:**

Immediately after completing a Vehicle Theft Report, signed by the victim, Duvall Police Department will forward the theft information by radio or phone to the Redmond Communications/911 Center. A call receiver will issue a police report case number and make the appropriate WACIC data entry. A copy of the Vehicle Theft Report will be maintained by the Duvall Police Department and be readily available to the Redmond Communications/911 Center for verification and NCIC validations purposes. The Duvall Police Department must immediately report to the Redmond Communications/911 Center recoveries of all stolen vehicles and maintain a copy of the recovery report at the Duvall Police Station with the appropriate case number. The Redmond Communications/911 Center will make the proper notifications and arrangements with the originating agency at the time of recovery.

3. **Vehicle Impound:**

The Redmond Communications/911 Center will enter into the CAD Tow log, Duvall Police Department's temporary impounds, private impounds, and repossessed vehicles. Abandoned vehicles and police impounds will be entered into WACIC as required.

4. **Stolen Property:**

The Redmond Police Department enters stolen property information into WACIC for Duvall Police and follows the following guidelines:

- a. The Duvall Police Department requests stolen property data entry by Redmond Communications/911 via telephone.
- b. The Duvall Police Department is responsible for notifying the Redmond Communications/911 Center of recovered stolen property to coordinate timely removal of the WACIC stolen property entry.

5. **Missing Person/Juvenile Runaways:**

The Redmond Communications/911 Center will enter Duvall Police Department's Missing Persons and Juvenile Runaways into WACIC and NCIC as required. Duvall Police Department will be responsible for any and all follow up on runaway entries to determine changes in status. They will be required to notify the Redmond Communications/911 Center immediately of any changes (i.e., runaway is back home, etc.).

After receiving a police report case number, Duvall Police Department will telephone the Redmond Communications/911 Center and provide sufficient information to enter missing persons and runaway juveniles into WACIC. The call receiver will make the appropriate WACIC entry. A copy of the case report will be maintained at the Duvall Police Department.

# INTERLOCAL AGREEMENT - Amendment

## Dispatch Communications

This is an Agreement between the City of Redmond, a municipal corporation, hereinafter referred to as "Redmond", and the City of Duvall, a municipal corporation, hereinafter referred to as "Duvall".

1. Redmond and Duvall agree to extend the existing interlocal agreement, #8590. for a period of 12 months from January 1, 2020 through December 31, 2020.
2. Duvall agrees to pay Redmond \$119,875.00 for Dispatch Communications.
3. **ENTIRE AGREEMENT/MODIFICATION**
  - a. This Agreement is intended to express the entire agreement of the parties, and may not be altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement.

DATE: 12/18/18

CITY OF DUVALL

By: Amy Oberlander

Its: Mayor

Approved as to form:

Rachel B...  
City Attorney

DATE: 10/17/18

CITY OF REDMOND

By: [Signature]

Its: FINANCE DIRECTOR

Approved as to form:

[Signature]  
City Attorney