RECEIVED
NOV 22 2010
CITY OF DUVALL

INTERLOCAL AGREEMENT

Dispatch Services

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 and also Carnation under interlocal contract provisions. 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 "communication law enforcement service").

B. Redmond is capable of providing communication law enforcement service within the corporate limits of Duvall and Carnation. Duvall is desirous of obtaining communication law enforcement service from Redmond to assist it in fulfilling its obligation to Duvall and Carnation 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 Maintain and pay for such telephone lines and equipment required to route calls for Duvall/Carnation police to the Redmond Police Communications/911 Center.

1.2 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).

1.3 Provide, install, operate, maintain, and pay for (3) Mobile Data Computer (MDC) systems for connection and interface with the Redmond MDC/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.

1.4 Pay for any costs associated with contracting with AT&T Wireless Services to permit wireless data transfer from Duvall MDC equipment to the Redmond MDC/CAD network server.

1.5 Provide, operate, and maintain its own radio equipment compatible with the King County Public Safety 800 MHz radio network on a 800 MHz talkgroup(s) designated by Redmond.

1.6 Pay for any costs associated with its contractual relationship to the Washington Crime Information Center (WACIC) and the ACCESS information system managed by the Washington State Patrol.

1.7 Any reports needed for Duvall/Carnation police related data may be run by authorized Duvall personnel from a computer located at the Redmond Police Department. Should Duvall install computer hardware and data circuit connection necessary to access its CAD data, Duvall will bear all associated costs for equipment and software including any components, as defined by the Redmond Technical Systems Coordinator, to ensure security of the CAD system and data.

1.8 Duvall personnel will log on to the system using their own unique username and password, and will change passwords at six month intervals using protocol as defined by the Redmond Technical Systems Coordinator.

1.9 Notify Redmond Technical staff promptly of any change in status of personnel.

1.10 For a two year period, January 1st, 2011 through December 31st, 2012, pay Redmond for the period January 1st, 2011 through December 31st, 2011 $129,000.00 and for the period January 1st, 2012 through December 31st, 2012 pay Redmond $131,500.00.

2. REDMOND'S RESPONSIBILITIES

2.1. Provide communication law enforcement service within the geographical boundaries of Duvall and Carnation rendering such service of the same level, degree, and type as customarily provided in the City of Redmond, as more definitely stated in Exhibit A, General Operating Procedures, Redmond Police Department Manual of Standards Communications Chapter 30, attached and incorporated by this reference, including, without limitation:

a. Answer telephone calls for Duvall/Carnation police service in the Redmond Police Communications/911 center.

b. Process and dispatch, via radio or MDC, calls for service to Duvall/Carnation police units.

c. Provide general data and warrant services for Duvall/Carnation police. These services will be provided in compliance with applicable WACIC/NCIC and ACCESS 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 server.

e. Maintain equipment and database associated with CAD. Install CAD software and upgrades on Duvall equipment as necessary.

3. TERM

3.1 This agreement is intended to renew a previous contract and is intended to be effective on January 1, 2011, 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 by the other. This Agreement may be terminated for cause, if corrective measures have not been commenced within ten (10) days after written

notice, and substantially completed within 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 Redmond, although they may from time to time act for the benefit of Duvall and Carnation.

b. Control of Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.

c. All liabilities for salaries, wages, other compensation benefits, injury, sickness, or retirement system contributions for Communications staff rendering service 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. Such action includes but is not limited to employment, upgrading, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

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 Glenn Merryman
P.O. Box 1300
Duvall, WA 98019

REDMOND:

City of Redmond
Police Department
Commander Kristi Wilson
P.O. Box 97010
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: 11/9/10

CITY OF DUVALL

By: _____

Its: Mayor

Approved as to form:

_____
City Attorney

DATE: 10/26/10

CITY OF REDMOND

By: John Marchione

Its: MAYOR

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/Carnation, a general rule has been followed:

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

This general rule should be applied to issues in dispute.

However, Redmond does recognize that providing high quality services to Duvall/Carnation 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.

The Redmond Police Communications/911 Center will answer Duvall/Carnation Police telephone calls for police services in conjunction with the Redmond Police telephone calls for police services. The Duvall/Carnation 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 duplication tapes from 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 messaging if the Communications Center Supervisor deems the information urgent. Otherwise, a copy of the teletype will be mailed to Duvall Police Department.

1. Arrest Warrants:
   Redmond Communications/911 will enter original arrest warrants from district or municipal courts with which Duvall contracts for court services into WACIC. The Redmond Communications/911 Center has rigid procedures regarding the processing and computer entry of arrest warrants to minimize inappropriate arrests. Duvall Police Department, the district court, and Redmond Communications/911 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 Communications/911. The original warrants (not copies) will be delivered to the Redmond Police Records Division, which will screen the warrants and attachments for completeness and return incomplete warrants for correction. The Redmond Records Division will then forward the original copy to the Redmond Communications/911 Center which will then enter the acceptable original warrants into WACIC. Original warrants will then be filed and maintained in the warrant storage area within the Communications Center. Warrant entries into WACIC must be from original warrants, which are in the possession of the Redmond Communications/911 Center.

   b. District courts and the Duvall Police Department are responsible for notifying the Redmond Police Communications/911 Center immediately of changes in the status of arrest warrants.

   c. District courts will place an expiration date on their warrants in accordance with the WACIC expiration requirements. 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 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 or district courts must immediately advise the Redmond Police Communications/911 Center by phone of incidents when a warrant is served and bail posted at either that department or court. 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 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 Section 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:
Duvall Police Department may enter stolen property information into WACIC by using the following procedures:

a. Enter the property/item information utilizing the Duvall Police Department ACCESS/WACIC Terminal.

b. Requesting stolen property data entry by Redmond Communications/911 via telephone.

c. 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.).

6. Entry Procedures:
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.