

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Interlocal Agreement between City of Redmond and City of Duvall for Dispatch Services

Type of Service: Dispatch Services

Supplier/Contractor Name: City of Duvall

Contract/Agreement Amount, Original: \$244,575.00 Amended Amount: _____

Council Approval Date: 09/01/202 Nature of Funding: Payment from City of Duvall

Project Administrator: Support Services Manager Sheryl Mullen MailStop: PSPDA Phone: 425-556-2561

Anticipated Agreement Start Date: January 1, 2021 Estimated Completion Date: December 31, 2022

Does this contract contain the purchase of technology related items/services? YES NO
If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO
If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Department Head/ Designee Signature: Chief Darrell Lowe Date: _____
DocuSigned by: 25150E1F5E504A2...

Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING PROCESS: (_____ copies)

To: City Clerk Cheryl Xanthos Date _____
DocuSigned by: E725E589816E4E1... (for routing and tracking)

Risk Manager _____ Date _____
(Signature or initials)

City Attorney _____ Date _____
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)

Mayor _____ Date _____
(Signature or initials)

City Clerk Cheryl Xanthos Date _____
DocuSigned by: E725E589816E4E1... (Signature or initials)

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY Supplier Id Date Received Agreement #

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, 2021 through December 31st, 2022 pay Redmond \$121,075.00 for the period January 1, 2021 through December 31st, 2021 and for the period of January 1, 2022 through December 31, 2022 pay Redmond \$123,500.00.
- 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, 2021, 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, creed, color, religion, sex, national origin, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, physical or mental disability or the use of a trained guide dog or service animal by a person with a disability. Both parties agree that they will take affirmative action to ensure that all employment actions are without regard to race, creed, color, religion, sex, national origin, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, physical or mental disability or the use of a guide dog or service animal by a person with a 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 Darrell Lowe
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: _____

DATE: 9/8/2020

CITY OF DUVALL

CITY OF REDMOND

By: _____

By: _____

Its: _____

Its: _____

Approved as to form:

Approved as to form:

City Attorney

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.

These 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 3000, Police Communications 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 3000.

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 (hard copy or electronic) will be delivered to the Redmond Police Department through the Court system. The Redmond Police Department 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 (hard copy or electronic) 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.

ATTACHMENT B: Background Information and Description of Proposal

The Redmond Police Department has been providing police communication services to the City of Duvall since August 11, 1999. The most recent two-year agreement expired December 31, 2019 with a one-year extension which expires December 31, 2020. The City of Duvall prefers to obtain 911/dispatch services from Redmond because of its proximity, many shared community values, and a common computer system. This ILA will cover services from January 1, 2021 to December 31, 2022.

Certificate of Completion

Envelope Id: C32874C1F0DA4A94A4E740568DD80960	Status: Sent
Subject: Please DocuSign: City Agreement Routing Form for Duvall Dispatch ILA.pdf, Attachment A Interlo...	
Source Envelope:	
Document Pages: 10	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Rena Thompson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	15670 Ne 85th St
	Redmond, WA 98052
	lthompson@redmond.gov
	IP Address: 204.152.61.20

Record Tracking

Status: Original 9/8/2020 10:46:09 AM	Holder: Rena Thompson lthompson@redmond.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Redmond, WA	Location: DocuSign

Signer Events

Chief Darrell Lowe
dlowe@redmond.gov
Chief of Police
City of Redmond
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Chief Darrell Lowe
25150E1F5E504A2...

Signature Adoption: Pre-selected Style
Using IP Address: 204.152.61.20

Timestamp

Sent: 9/8/2020 10:50:18 AM
Viewed: 9/8/2020 10:51:57 AM
Signed: 9/8/2020 10:52:47 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cheryl Xanthos
ClerksContracts@redmond.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Cheryl Xanthos
E725E589816E4E1...

Signature Adoption: Pre-selected Style
Using IP Address: 71.81.166.86

Sent: 9/8/2020 10:52:50 AM
Viewed: 9/8/2020 4:05:55 PM
Signed: 9/8/2020 4:21:15 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Malisa Files
RiskContracts@redmond.gov
Security Level: Email, Account Authentication
(None)

Sent: 9/8/2020 4:21:17 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jim Haney
jhaney@omwlaw.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Malisa Files (Mayor Designee)
MayorContracts@redmond.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/8/2020 4:21:17 PM
Payment Events	Status	Timestamps