



City Contract Routing Form

City Contract #: 9632

Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

Yes

No/Not applicable

Comments: _____

Section 2 – Fill Out Contract Details

Date: March 3, 2021 Department: Police Division: Administrative Mail Stop: PSPDA

Project Administrator Name: Lt. Martin Fuller Extension: X2575

Project Manager Name (if different than above): _____ Extension: _____

Contract Type: Interlocal/Intergovernmental If other, please indicate: _____

Contract Title: King County Independent Force Investigation Team ILA

Contractor/Consultant Business Name: N/A

Contract Description: This agreement establishes an East King County Independent Force Investigation Team to conduct independent investigations of police use of force resulting in death, substantial bodily harm or great bodily harm, in compliance with Washington State Initiative 940.

Project ID #: _____ Budget/Account #: N/A

Council Approval Date: 03/02/2021 Council Agenda Memo #: AM No. 21-032 RFP/IFB/RFQ #: _____ NIGP #: _____

New Contract

Total Amount: N/A

Start Date: Upon contract signing End Date: 12/31/2021

Renewal Option (Y/N): Y If yes, how many? annually

Amendment/Renewal/Change Order #: _____ Original CC #: _____

New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

Department Director:  DocuSigned by: Chief Darrell Lowe Date: 3/6/2021 Comments: _____

TIS Director: _____ Date: _____ Comments: _____

City Attorney:  DocuSigned by: Jim Haney Date: 3/8/2021 Comments: _____

Risk Manager:  DocuSigned by: Malisa Piles Date: 3/8/2021 Comments: _____

Mayor or Designee:  DocuSigned by: Kelley Cochran (Mayor Designee) Date: 3/8/2021 Comments: _____

City Clerk's Office:  DocuSigned by: Cheryl Xanthos Date: 3/9/2021 Comments: Electronic Original - in Hummingbird

Purchasing: no signature required – for copy only

INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL, KIRKLAND, ISSAQUAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND, REDMOND, AND SNOQUALMIE/NORTH BEND FOR THE CREATION OF THE INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the undersigned municipal corporations or towns organized or created under the laws of the State of Washington, the Washington State Patrol, University of Washington, and King County, collectively referred hereinafter as the “Parties” to provide law enforcement mutual aid and mobilization between the Parties. The “member agencies” of this Agreement are the following Law Enforcement Agencies:

- Washington State Patrol;
- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD; and
- Snoqualmie/North Bend PD
- University of Washington Police Department.

I. RECITALS.

WHEREAS, the authority of the cooperating agencies entering into this Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, RCW 10.114.011, requires that if deadly force by a peace officer results in death, great bodily harm, or substantial bodily harm, an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies; and

WHEREAS, RCW 10.114.011 requires that such investigation be carried out completely independent of the agency whose officer was involved in the use of deadly force; and

WHEREAS, the Washington State Criminal Justice Training Commission (CJTC) adopted and established criteria to determine what qualifies as an independent investigation (WAC Chapter 139-12, the Law Enforcement Training and Community Safety Act – Independent Investigations Criteria).

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties as follows:

II. AGREEMENT

1. **PURPOSE OF THE AGREEMENT.** The Parties signing below recognize the need to establish a regional independent investigative team in King County and a protocol for satisfying the independent investigation requirements of state law. The Parties seek to form a regional independent force investigation team, available for the purpose of conducting the criminal investigation into an officer involved shooting or use of deadly force by an officer or officers of an agency that is a member of the Independent Force Investigation Team of King County (IFIT-KC).
2. **DEFINITIONS.** For the purposes of this Agreement, the terms “deadly force,” “great bodily harm,” and “substantial bodily harm” are given the same meaning as defined in RCW 9A.16.010 and RCW 9A.04.110.

3. ADMINISTRATION.

The IFIT-KC governing body is the “Executive Board.” The Executive Board is comprised of the member agency Police Chiefs and Sheriff, with each agency providing one Board member on behalf of its organization. The Executive Board elects their Board Chair. The IFIT-KC Executive Board is authorized to draft, implement and amend policies and procedures consistent with the purposes of this Agreement and Chapter 139-12 WAC. Such policies and procedures will be known as the “Independent Force Investigations Team – King County Protocol and Guidelines” (“IFIT-KC Protocol”).

4. **MUTUAL AID AND LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability and as resources allow, furnish employees to work as part of IFIT-KC. The Parties agree to the following:
 - a. Consistent with RCW 10.114.011, when a member agency engages in conduct resulting in the use of deadly force by a peace officer resulting in death, substantial bodily harm, or great bodily harm, it shall contact the IFIT-KC to seek an independent investigation to inform any determination of whether the use of deadly force met the good faith standard established in RCW [9A.16.040](#) and satisfied other applicable laws and policies.
 - b. IFIT-KC will provide independent investigative services to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.
 - c. In order to maintain independence, no person employed by the agency which used deadly force (“Involved Agency”) may participate in the investigation of the use of deadly force, except as where allowed by the independent investigation protocols laid out in Chapter 139-12 WAC and the IFIT-KC Protocol.
 - d. Member agencies acknowledge that some member agencies may be required to provide some level of access at the scene to an independent oversight agency/committee. Member agencies with an oversight agency/committee shall prepare a list of practices and protocols, which will be made available to the commander of IFIT-KC as soon as practical.
 - e. The Parties expressly recognize that compelled statements by involved officers implicate certain legal rights under *Garrity v. New Jersey*, 385 U.S. 493 (1967). The parties agree that a statement by an involved officer may only be compelled by the officer’s employing agency pursuant to that agency’s policies and procedures. At no point during the investigation will a compelled statement, or information flowing directly therefrom, be disclosed to the IFIT-KC independent

investigators or otherwise to the IFIT-KC. The Parties further recognize that the rights against self-incrimination established under *Garrity* do not extend to the observations of officers who witnessed, but were not involved in, a use of force incident. Accordingly, the restrictions set forth above do not extend to officers other than those using force.

5. INDEPENDENT CONTRACTOR; EMPLOYEE RESPONSIBILITY; PAYMENT.

Investigators provided by Parties shall meet the criterion established by the IFIT-KC Protocol and in compliance with WAC 139-12-030. Each member's employees shall be considered employees of their employing agency while participating in the investigation into the use of force. The member agencies shall be solely and exclusively responsible for the compensation and benefits for their employee(s) assigned to IFIT-KC. Each member agency shall generally be responsible for all costs of its participation, including overtime and/or back-fill requirements. All rights, duties, and obligations of the employer and employee shall remain with the party for which the employee works. Each member agency agrees to provide sufficient equipment needed by its participating employees to conduct a thorough investigation. Each party shall be responsible for ensuring compliance with all applicable laws with regard to its employees and with provisions of any applicable collective bargaining agreements and civil service regulations.

III. GENERAL PROVISIONS

1. INDEMNITY AND HOLD HARMLESS.

- a. Subject to Paragraph b below, each party to this Agreement agrees to indemnify and hold harmless the other member agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement of liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party. By mutual negotiation, each party hereby waives, as respects to IFIT-KC and all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees. Expenses and costs shall be recoverable from the indemnifying party.
- b. Nothing herein shall require or be interpreted to cover or require indemnification or payment of any judgment against any individual or member agency/Party for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency/Party. Payment of punitive damage awards shall be the sole responsibility of the individual who said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily and consistent with the requirements of Washington law.
- c. Each member agency shall be responsible for selecting and retaining legal counsel for itself and or any employee of that agency which is named in a lawsuit alleging liability arising out of the operations of IFIT-KC. Each agency retaining counsel shall be responsible for payment of attorney's fees and costs incurred by that counsel. Should there be an agreement to share the costs of legal counsel, in lieu of the provisions above, such agreement shall be in writing.

2. **COUNTERPARTS.** This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
3. **MERGER AND ENTIRE AGREEMENT.** This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement, independent investigative services for law enforcement-involved deadly uses of force, and constitutes the entire contract between the Parties.
4. **NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
5. **SEVERABILITY.** If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.
6. **TERM OF AGREEMENT AND TERMINATION.** This Agreement shall be effective on the date it is signed by two or more members and shall be effective for one (1) year, regardless of the date of execution, and shall be automatically renewed on the last day of December of each successive year for an additional one (1) year period. Additionally, any party may withdraw from this Agreement for any reason by providing written notice to each member agency of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. The withdrawal of any party does not result in the dissolution of IFIT-KC, but rather the withdrawing party shall, after the effective date of the withdrawal, no longer be considered a party under this Agreement. This Agreement may be terminated, and the IFIT-KC dissolved at any time by unanimous agreement of the Executive Board.
7. **MODIFICATIONS.** The provisions of this Agreement may only be modified, amended, or supplemented by written agreement executed by all the Parties hereto.

8. **AGENCY CONTACTS**

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee at the time of this Agreement. Updates to the IFIT-KC Agency Contact list shall be maintained by the Executive Board after execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest day and year written below.

CITY OF BELLEVUE

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF MEDINA

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF DUVALL

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF CLYDE HILL

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name:

Title:

Date:

Attest:
City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

DocuSigned by:

Kelley Cochran (Mayor Designee)

5D9FC672714C4E4...

Name: Kelley Cochran

Title: Interim Finance Director

Date: 3/8/2021

Attest: DocuSigned by:

Cheryl Xanthos

E725E589816E4E1...

City Clerk

DocuSigned by:

Jim Haney

85294CF968984B5...

City Attorney

WASHINGTON STATE PATROL

Name:

Title:

Date:

Attest:

Clerk

Approved as to Form:

Attorney

UNIVERSITY OF WASHINGTON

Name:

Title:

Date:

Attest:

Clerk

Approved as to Form:

Attorney

CITY OF SNOQUALMIE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

KING COUNTY SHERIFF'S OFFICE

Name:

Title:

Date:

Attest:

Clerk

Approved as to Form:

Attorney

Certificate Of Completion

Envelope Id: DBDD9881512244FB9D7A45591EC1D4DE	Status: Completed
Subject: City of Redmond Contract - Fill Out City Contract Routing Form and Upload Contract Documents	
Source Envelope:	
Document Pages: 7	Signatures: 8
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 3/3/2021 9:57:03 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

Signer Events	Signature	Timestamp
Rena Thompson lthompson@redmond.gov City of Redmond Security Level: Email, Account Authentication (None)	Completed Using IP Address: 204.152.61.20	Sent: 3/3/2021 10:00:51 AM Viewed: 3/3/2021 10:01:09 AM Signed: 3/3/2021 10:22:51 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chief Darrell Lowe
dlowe@redmond.gov
Chief of Police
City of Redmond

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jim Haney
jhaney@omwlaw.com

Security Level: Email, Account Authentication (None)

DocuSigned by:

25150E1F5E504A2...

Signature Adoption: Pre-selected Style
Using IP Address: 24.16.194.173
Signed using mobile

Sent: 3/3/2021 10:27:18 AM
Viewed: 3/6/2021 10:17:00 AM
Signed: 3/6/2021 10:17:49 AM

DocuSigned by:

85394CE968994B5...

Signature Adoption: Pre-selected Style
Using IP Address: 104.40.89.182

Sent: 3/6/2021 10:17:52 AM
Viewed: 3/8/2021 8:42:12 AM
Signed: 3/8/2021 8:42:28 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Malisa Files
RiskContracts@redmond.gov

Security Level: Email, Account Authentication (None)

DocuSigned by:

581CDD1AF985491...

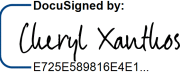
Signature Adoption: Pre-selected Style
Using IP Address: 204.152.61.20

Sent: 3/8/2021 8:42:30 AM
Viewed: 3/8/2021 9:26:19 AM
Signed: 3/8/2021 9:26:42 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Kelley Cochran (Mayor Designee) MayorContracts@redmond.gov Finance Director city of Redmond Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: <small>5D9FC672714C4E4...</small></p> Signature Adoption: Pre-selected Style Using IP Address: 24.22.184.206	Sent: 3/8/2021 9:26:45 AM Viewed: 3/8/2021 9:58:19 AM Signed: 3/8/2021 9:58:43 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Cheryl Xanthos ClerksContracts@redmond.gov Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: <small>E725E69816E4E1...</small></p> Signature Adoption: Pre-selected Style Using IP Address: 71.81.166.86	Sent: 3/8/2021 9:58:46 AM Viewed: 3/9/2021 5:44:36 PM Signed: 3/9/2021 5:53:47 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Rena Thompson lthompson@redmond.gov City of Redmond Security Level: Email, Account Authentication (None)	 <p>Using IP Address: 204.152.61.20</p>	Sent: 3/3/2021 10:22:55 AM Viewed: 3/3/2021 10:23:38 AM Completed: 3/3/2021 10:27:17 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Purchasing purchasing@redmond.gov My Title Security Level: Email, Account Authentication (None)		Sent: 3/9/2021 5:53:51 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/3/2021 10:00:51 AM
Certified Delivered	Security Checked	3/9/2021 5:44:36 PM
Signing Complete	Security Checked	3/9/2021 5:53:47 PM
Completed	Security Checked	3/9/2021 5:53:51 PM

Payment Events	Status	Timestamps
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