

December 3, 1987

INTRODUCED BY BILL REAMS
GARY GRANT

PROPOSED NO. 88 - 16

MOTION NO. 7030

A MOTION authorizing the continuation of law enforcement contracts between King County and other cities within its jurisdiction, and authorizing the County Executive to execute such contracts.

WHEREAS, King County has traditionally been willing to assist cities within its jurisdiction when called upon to do so, and

WHEREAS, King County has for years past contracted with certain cities within its jurisdiction for communication law enforcement service, and

WHEREAS, King County is desirous of continuing such traditional rendition of service under the Interlocal Cooperation Act, RCW Chapter 39.34;

NOW THEREFORE, BE IT MOVED by the Council of King County:

The communication law enforcement service contracts attached hereto and made part of this motion with the cities of Black Diamond, Carnation and Duvall are hereby approved for three years effective January 1, 1988.

PASSED this 8th day of February, 1988.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Jessie M. Owens
Clerk of the Council

MEMORANDUM OF AGREEMENT

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3 This is a Memorandum of an Agreement between King County, a
4 charter county government under the constitution and laws of the
5 State of Washington, hereinafter referred to as "the County," and
6 the Town of Duvall, a corporation under the Laws of the State of
7 Washington formed for municipal purposes, hereinafter referred to
8 as "the Town." This agreement is intended to be effective on
9 January 1, 1988, through December 31, 1990, regardless of date of
10 execution, and to renew thereafter automatically from year to year.
11 It is intended to and does supercede any prior contract between
12 the parties relating to the same subject matter. It may be
13 terminated only after sixty days written notice received by one
14 party, given by the other. It is intended to express the entire
15 agreement of the parties, and may not be altered or modified in
16 any way unless such modification is reduced to writing, signed by
17 both parties, and affixed to this original agreement. Any
18 termination of this agreement shall not terminate any duty of
19 either party matured prior to such termination.

20 The Town has geographical boundaries entirely contained
21 within those of the County, and said Town has power, authority and
22 responsibility to provide police protection for its citizens
23 within its boundaries. The County has established and maintains a
24 Department of Public Safety which routinely provides law
25 enforcement services to the citizens of unincorporated King
26 County, including without limitation communication functions
27 inherent in the provision of law enforcement (hereinafter
28 "communication law enforcement service"). The County is capable of
29 providing communication law enforcement service in the geo-
30 graphical area under the jurisdiction of the Town. The Town is
31 desirous of obtaining communication law enforcement service from
32 the County to assist in fulfilling its obligation to its citizens,

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Original ____ of 4 Originals

1 pursuant to RCW 39.34.010 and 39.34.080.

2 In consideration for the promises of the County hereinafter
3 set forth, the Town promises to:

4 1. Install or cause to be installed and pay for such
5 telephone lines and equipment required to route calls for Town
6 Police to the County's Communications Center.

7 2. Provide and operate its own radio equipment on a frequency
8 designated by the County.

9 3. Pay for any costs associated with its contractual
10 relationship to the Washington Crime Information Center (WACIC).

11 4. Pay the County Five Hundred Eighty Three Dollars (\$583.00)
12 per month or portion thereof during which this agreement is in
13 effect.

14 In consideration of the promises of the Town hereinbefore set
15 forth and payment of the sum specified above, the County promises
16 to provide communication law enforcement service within the
17 geographical boundaries of the Town, rendering such service of the
18 same level, degree and type as customarily rendered by the County
19 in its rendition of such law enforcement service in unincorporated
20 King County, as more definitely stated in Exhibit A, attached and
21 incorporated by this reference, including, without limitation:

22 1. Answer telephone calls for Town police service in the
23 County communications center.

24 2. Dispatch calls for service to Town Police units.

25 3. Provide WACIC interface services for Town Police.

26 Both parties understand and agree that the County is acting
27 hereunder as an independent contractor, with the intended
28 following results:

29 1. Control of personnel, standards of performance, disci-
30 pline, and all other aspects of performance shall be governed
31 entirely by the County;

32 2. All persons rendering service hereunder shall be for all

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1 purposes employees of the County, although they may from time to
2 time act for the benefit of the Town; and

3 3. All liabilities for salaries, wages, any other compensa-
4 tion, injury, sickness, or liability to the public for intentional
5 or negligent acts arising from performance of the law enforcement
6 services hereunder shall be that of the County. To such purpose,
7 the County shall save the Town harmless from any liability arising
8 from performance of services hereunder.

9 The County hereby certifies that it is an equal opportunity
10 employer and has developed and implemented an Affirmative Action
11 Program in accordance with the guidelines contained in Revised
12 Order 4 of the United States Department of Labor. Both parties
13 agree that they will not discriminate against any employee or
14 applicant for employment because of race, color, religion, sex, or
15 national origin. Both parties agree that they will take
16 affirmative action to ensure that applicants are employed, and
17 that employees are treated during employment, without regard to
18 their race, color, religion, sex, or national origin. Such action
19 includes but is not limited to, employment, upgrading, layoff or
20 termination, rates of pay or other forms of compensation, or
21 selection for training, including apprenticeship.

22 As evidence of both parties, through their authorized agents,
23 having read and understood the above and foregoing, and their
24 intent to be bound thereby, the authorized agents of the Town and
25 County signed below this ____ day of _____, 19__.

27 TOWN OF DUVALL:

COUNTY OF KING:

29 By: _____

By: _____

30 Name: _____

RECOMMENDED FOR SIGNATURE:

31 Title: _____

SHERIFF-DIRECTOR
DEPARTMENT OF PUBLIC SAFETY

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Legal Unit, King County Police

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ATTEST:

APPROVED FOR FORM:

DEPUTY PROSECUTOR

EXHIBIT A

OPERATIONAL PROCEDURES for the delivery of law enforcement communications services by King County to the City of Duvall.

INTRODUCTION:

The Communications Section of the Department of Public Safety is a very complex organization designed to perform many communication and information functions immediately and accurately. The volume, complexity, immediacy and accuracy of the work performed requires operating procedures that are narrowly defined and uniform. In establishing procedures to provide Communications Section services for Duvall, a general rule has been followed: procedures with other agencies will not vary from existing Department of Public Safety and Communications Section procedures unless significant reasons dictate a variance. This general rule should be applied to issues in dispute.

A. RADIO USE, CALL RECEIVING AND DISPATCHING

The Duvall Police Department will abide by the Department of Public Safety's Manual Section 6.0.2, Communications Center Authority, 6.0.3, Communications Center Procedures, and Police Operations S.O.P. Section 12.4.30, Guidelines for Radio Use. (See attached Department of Public Safety's Manual Section 6.0.2 and 6.0.3 and Police Operations S.O.P. Section 12.4.30)

The Department of Public Safety's Communications Section will answer Duvall Police telephone calls for police services in a common queue with the King County Police telephone calls for police services. The Duvall Police calls will receive the same screening and processing by call receivers including entry in the Computer Aided Dispatch (CAD) system when appropriate. The processed calls will be prioritized equally with King County calls according to the three priorities described in the Communications Section S.O.P. Section 4.27, specifically:

PRIORITY ONE = Critical Dispatch

Events which pose obvious danger to the life of an officer or citizen; felonious crimes in progress; alarms at banks or businesses or residential alarms; disturbances with weapons known to be involved; injury accidents.

PRIORITY TWO = Prompt Response

Events involving disturbances which may escalate; events of an investigative nature requiring a response to preserve evidence; blocking accidents;

events of mental or physical trauma.

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PRIORITY THREE - Dispatch as Available

Events involving mischief type complaints such as snowballs, firecrackers, etc. Response is not critical; dispatch as soon as reasonably possible.

Upon the conclusion of any incident entered in CAD, Duvall Police officers will provide the Communications Center an appropriate Final Classification Reporting Code (FCR) as described in Department of Public Safety Training Bulletin 9.3, Crime Classification Reporting. A summary of FCR statistics generated from CAD will be provided to the Duvall Police Department.

The Communications Section will provide tape searches of the logging tape recorders on Duvall Police Department's request. The Communications Section reserves the right to refuse to perform tape searches that may require extensive labor or are not warranted in the opinion of the Communications Section Commander.

B. CASE REPORTS AND RELATED DOCUMENTS

Duvall Police Department will submit to King County Department of Public Safety, Records Section, a variety of case reports and documents in the conduct of business through and with the Department of Public Safety. All documents for entry into the Department of Public Safety Records Section must be clearly stamped "Duvall" in red ink on the top edge of each page and include, along with a Duvall case number, a Department of Public Safety case number in the upper right hand corner of each page. The Department of Public Safety case number will be preceded by the initials "KC."

Case reports from Duvall Police Department will be entered into the King County Department of Public Safety's "Incident Tracking System" (a computerized indexing system). Duvall Police Department will have access to this system by phone inquiry.

C. WaCIC SERVICES (DATA AND WARRANT SERVICES)

General: Duvall Police Department will sign an agreement with the Washington Criminal Information Center (WaCIC) to abide by the laws and regulations governing WaCIC users. The Department of Public Safety will provide all WaCIC services currently possessed by the Department to Duvall Police Department consistent with the Department's internal practices and policies governing the use of these facilities.

Periodic audits are conducted by Data Control Unit personnel to insure the accuracy and validity of data in WaCIC. Duvall Police Department must assist the Data Control Unit's 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 by radio or telephone 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

The King County Department of Public Safety will enter into WaCIC original arrest warrants from Northeast District Court, with which the Duvall Police Department contracts for court services. The King County Department of Public Safety's Warrant Unit and Communications Section have rigid procedures regarding the processing and computer entry of arrest warrants to minimize inappropriate arrests. Duvall Police Department, Northeast District Court, and the King County Department of Public Safety will abide by the following procedures regarding computer entry and service of Northeast District Court arrest warrants.

- a. Duvall Police Department will select the Northeast District Court warrants to be entered by the King County Department of Public Safety. The original warrants (not copies) will be sent to the King County Department of Public Safety's Warrant Unit. The Warrant Unit will screen the warrant and attachments for completeness and return incomplete warrants to Duvall Police Department for correction. Acceptable warrants will be classified by amount of bail into two categories:

Zero to \$100 bail: The WaCIC entry will indicate service of the warrant in the King County, Pierce County and Snohomish County areas.

Over \$100 bail: The WaCIC entry will indicate service of the warrant statewide.

The Data Control Unit will enter the acceptable original warrants in WaCIC and file the original warrants in the Data Control Room. Warrant entries into WaCIC must be from original warrants which are in the possession of the Data Control

Unit.

- b. Northeast District Court and/or Duvall Police Department is/are responsible for notifying the Data Control Unit immediately of changes in the status of arrest warrants.
- c. Northeast District Court will place an expiration date on their warrants in accordance with the WaCIC expiration requirements. The Data Control Unit 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 Northeast District Court warrants.
- e. If Duvall Police Department has a contract with King County Department of Adult Detention (DAD), officers will pick up arrest warrants from the Data Unit prior to booking prisoners in the DAD jail. If Duvall Police Department elects to book a prisoner in another jail, the Data Control Unit must be immediately notified by radio to locate the warrant, determine its validity and teletype the agency booking the prisoner the contents of the warrant.

Duvall Police Department and/or Northeast District Court must immediately advise the Data Control Unit by phone of incidents where a warrant is served and bail posted at the Duvall Police Department or Northeast District Court.

- f. The King County Police Warrant Recall Unit will monitor the return of served warrants from the King County Department of Adult Detention (DAD) and the return of bail money from out of county jails. DAD will forward bail money directly to the Northeast District Court.

To preclude rearrests on the same warrant, the King County Department of Public Safety strongly urges the Duvall Police Department not to make copies of arrest warrants for themselves or release copies to other police agencies unless a significant need arises. Duvall Police Department is responsible for all outstanding copied warrants they produce and erroneous arrests or rearrests 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 voice to the Communications Section. A Communications Section call receiver will issue a King County Police case number and forward the information to the Data Control Unit for the appropriate WaCIC entry. A copy of the Vehicle Theft Report with the King County Police case number displayed in the upper right corner of the report will be forwarded to the King County Police, Records Section, during the first regular working day after the date of the theft report.

License plates will be entered into WaCIC only when both plates of an issued set are missing, and when a single issued plate is missing.

The Duvall Police Department must immediately report to the Communications Section recoveries of all stolen vehicles and forward a copy of the recovery report to to the King County Department of Public Safety, Records Section, with a King County case number. The Data Control Unit will make thee proper notifications and arrangements with the originating agency at the time of recovery. The Communications Section and the Duvall Police Department will follow Communications Section S.O.P. Section 4.57 Vehicle Stolen Recovery and Manual Section 8.2.4 Recovery of King County Department of Public Safety (or Duvall Police Department) Stolen Vehicle and 8.2.5 Recovery of Another Agency's Stolen Vehicle.

3. Vehicle Impound:

The Communications Section will enter into WaCIC, Duvall Police Department's temporary impounds, private impounds, and repossessed vehicles. These entries are purged after 30 days.

4. Stolen Property:

Duvall Police Department may enter stolen property information into WaCIC by using the following procedures:

- a. Complete an Identifiable Stolen or Recovered Property Report (KCDPS B-126) and either list the items to be entered, with appropriate descriptive information, on the B-126 or underline in red ink the items to be entered on a copy of the case report. In either situation include a B-126 and a copy of the case report with a King County case number on both reports.

- b. Submit the B-126 and case report to the King County Police Auto Theft Unit. The Auto Theft Unit will screen the requested entries according to WaCIC guidelines and enter same if they qualify. A copy of the B-126 and/or case report will be returned to Duvall Police Department indicating the items that were entered.
- c. Subsequent additions and deletions on the same case will be submitted on a form B-126.
- d. Duvall Police Department must immediately notify the Data Control Unit of all recovered stolen property entered into WaCIC/NCIC by Duvall Police Department and other police agencies. Data Control will then make the proper inquiries and computer entries.
- e. Duvall is responsible for notifying the Auto Theft Unit of their recovered stolen property during the next regular working day so that WaCIC entries may be withdrawn. A copy of the case report or follow-up report documenting the recovery will be forwarded to Auto Theft and stored in the King County Department of Public Safety Records Section.

5. MISSING PERSON/JUVENILE RUNAWAYS:

The Department of Public Safety Data Control Unit will enter Duvall Police Department's Missing Persons and Juvenile Runaways into WaCIC. Juvenile runaways will be entered in WaCIC and NCIC.

The Data Control Unit will not make WaCIC entries of missing persons under the following circumstances:

To secure or furnish any information or evidence upon which to base a divorce or other civil action.

To locate persons who have overdue financial obligations or those who have not contacted relatives for a period of time.

To locate deserting spouses for any individual or public welfare agency.

To investigate abandonment cases unless a warrant of arrest has been forwarded to this Department from the agency of jurisdiction.

To locate missing heirs, conduct private

investigations, or deliver miscellaneous letters or messages.

Missing persons will be entered into NCIC only if the Duvall Police Department specifically requests and justifies the entry.

Duvall Police Department will be responsible for any/all follow-up on runaway entries to determine changes in status. They will be required to notify the Data Unit immediately of any changes (i.e., runaway is back home, etc.).

6. Entry Procedures:

After receiving a King County Police case number, Duvall Police Department will call the King County Police Communications Center and provide sufficient information to enter missing persons and runaway juveniles into WaCIC. The call receiver will forward the information to the Data Control Unit for the appropriate WaCIC entry. During the next regular working day, a copy of the case report with KCP case number will be forwarded to the data Control Unit and then to the Department's Record Section.

6.0.2 COMMUNICATIONS CENTER AUTHORITY:

The Communications Division is charged by the Director with the responsibility for the screening and prioritization of calls for police service and for determining when an incident requires a mobile unit response. This includes the authority to dispatch and deploy all mobile units assigned to field duty. While this authority to control and dispatch all mobile units in the field is broad in scope, it is not intended to detract from or diminish the authority of field supervisors to supervise personnel under their command or at the scene of incidents.

The Communications Center is responsible for maintaining the status and availability of all mobile units in the field. Therefore, field supervisors must immediately notify the Communications Center of any assignment made to a mobile unit "in" or "out" of service, or any decision to move a mobile unit to a district other than the one originally assigned at the beginning of a shift.

RADIO PROCEDURES

1. Mobile units shall first give their assigned radio number as identification when communicating by radio. Communications between mobile units and the radio dispatcher shall be conducted in a businesslike manner, using proper language and correct procedures.
2. All mobile units, with the exception of administrative and undercover units, shall keep the radio dispatcher advised of their "in" and "out of service" status during the entire time the mobile units are assigned to field duty. This includes the reporting of all field units on and off duty during each shift.
3. When a mobile unit goes "out of service" for any reason, that unit shall notify the dispatcher that it intends to go "out of service", give the telephone number or location (telephone number preferred) and the FCR code indicating the nature of the activity. Having a portable radio does not relieve the mobile unit from complying with this order.
4. Mobile units will respond upon call by giving their radio car number. Mobile units will advise the dispatcher of their immediate location when so requested.
5. Assignments will be acknowledged and accepted by a mobile unit operator without further comment unless additional information is required or there is cause for not accepting the assignment, in which case the unit shall so advise the dispatcher.

6.0.2 COMMUNICATIONS CENTER AUTHORITY (continued):

6. The communications network shall not be used to air disagreements between communications and field personnel.
7. Violations of radio procedures or other causes for complaint by either the dispatchers or mobile units shall be reported in writing to the complainant's Chief via his Division Commander.

6.0.3 COMMUNICATIONS CENTER PROCEDURE

The Department communications network is intended and licensed for the broadcasting of information to mobile units and fixed stations within the network. In order to obtain maximum efficiency and speed in transmissions, the instructions for mobile and fixed stations shall be followed closely.

1. All applicable laws and the rules and regulations of the Federal Communications Commission shall be strictly adhered to.
2. The communications network is to be used strictly for police related matters. Transmissions shall be brief and to the point whenever practical.
3. Use of first names or nicknames and personal messages are prohibited.
4. Under no circumstances shall anyone other than personnel so designated adjust, repair or attempt to adjust or repair radio, teletype or telephone equipment.
5. The Communications Center and associated areas are restricted to on-duty Communications personnel only and are not accessible to any member of the public except as cleared and authorized through the on-duty Communication Center supervisor(s). This restriction applies to employees of other divisions except as may be required by their duties. Members of the public and employees/officers requesting access to the Communications Center must be identified visually and/or orally prior to entry and must state their purpose before being allowed access. Under no circumstances will officers bring prisoners or suspects into the Communications Center. Officers booking a subject for warrants on file with this Department will transport the prisoner to the appropriate jail unit prior to obtaining the warrant from the Data Section.

6.0.4 RADIO CALL NUMBERS: (See Appendix 4)

12.4.30 GUIDELINES FOR RADIO USE

To maintain the professionalism and efficiency of the King County Police Communications System, the following guidelines shall be adhered to as closely as possible at all times. Most are obvious for officer safety and no more than common sense and courtesy.

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1. Closed air means exactly that. The air is closed to all radio transmissions except for those units actually involved in the emergency at hand. All other radio traffic is restricted to emergencies only. During periods of closed air, activities of officers not involved should be restricted to avoid situations(s) where they are forced to interrupt. Asking to use an alternate frequency during closed air or extremely busy periods only complicates the situation by dividing the dispatcher's attention, greatly increasing the possibility of error and missed transmissions. If the air is to remain closed for an extended time, Radio will advise other units to use one of the alternate frequencies. Remember that there is usually still only one dispatcher to cover both channels being used.
2. When an emergency is over and/or under control, open the air as soon as possible. Other units using that frequency should not remain in a holding pattern while an incident is being critiqued.
3. When responding to an incident, transmit that fact on the radio. Responding and not saying so places all responding units in the dangerous situation of being on a possible collision course. It also leaves uninvolved officers in adjacent districts falsely believing that back-up is available for them if needed. Avoid the situation of having excessive units at an incident where only one back-up was needed. Numerous units often respond because none is aware that other cars are responding.
4. When at the scene of an emergency situation, tell other cars en route if they are still needed. If they are, in fact, still needed, let them know in what capacity...as a back-up unit for a still in-progress emergency or simply to assist with the investigation, follow-up, interviews, etc. More than one officer has been involved in a traffic accident en route code to back up another officer long after the emergency has passed.
5. If en route to an emergency as a back-up unit and told to disregard, DISREGARD! Don't continue on to satisfy your curiosity. Standing around watching another officer do police work is not part of the job.
6. When calls of a potentially dangerous situation are broadcast, limit activities and air traffic until those units involved arrive and can assess the situation. Common sense dictates that those units involved receive priority air space so that any updated information can immediately be made available to them. Don't compound a hazardous situation or limit access to information by tying up Radio with non-emergency traffic.
7. Do not ask Radio to place unnecessary telephone calls. Too often officers request telephone calls be made by Radio when a telephone is easily available to the officer making the request. Many officers at the precinct, a residence or business ask Radio to place a call (at times those requests are made by a phone call from the officer). Don't ask that parents, friends, relatives, etc., be called and told

12.4.30 GUIDELINES FOR RADIO USE (continued):

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that an individual has been arrested or detained and being taken to the precinct or jail. Such a call should be made by the officer involved after reaching his/her destination. The person called will want details which only that officer can provide.

8. Limit telephone calls to dispatchers. There are few messages which cannot effectively be relayed by a call receiver. Their primary job is to relay emergency information which they do quite efficiently.
9. When asking for warrant, DOL or DMV information, be prepared to write it down when it becomes available. Dispatch stations are not set up to print and hold computer information. If the requestor is not ready to copy requested information when it becomes available, it must be held on the computer screen delaying the availability of information requested by other officers.
10. When at the scene of an accident, traffic stop, impound, waiver, etc., with a valid vehicle registration and the vehicle in hand, don't tie up Radio asking for registration information already in your possession. All cars manufactured in the United States since 1968 have the VIN plate mounted on the dash.
11. During busy periods, limit the number of computer checks requested. Fishing expeditions for warrants and DMV violations are far from high priority at any time. These requests tie up Radio and it is counterproductive to be out of service transporting a \$100 traffic warrant and not available to cover an emergency in your district.
12. Officers are expected to be available by radio (car or portable if available) for the entire eight-hour shift. It is helpful to give Radio a phone number when on involved details, lunch, etc., but this does not substitute for being available by radio unless no portable is available.

Any time that additional superfluous tasks are asked of a dispatcher, his or her attention is distracted from the primary objective - efficient dispatch of patrol units to calls for service and keeping track of those officers working within a precinct's area of responsibility (often twenty or more cars). As the number of calls for service and the number of officers in the field increases, radio traffic naturally increases, placing a greater strain on all using the system. When a dispatcher's full attention is interrupted, the potential for error is greatly increased, directly decreasing the safety factor of an efficient communications network.