

MOTION NO. 8191

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, 1991.

PASSED this 19<sup>th</sup> day of February, 19 91.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

## MEMORANDUM OF AGREEMENT

1  
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4  
5 This is a Memorandum of Agreement between King County, a  
6 charter county government under the Constitution and laws of the  
7 State of Washington, hereinafter referred to as "the County," and  
8 the City of Black Diamond, hereinafter referred to as "the City."  
9 This agreement is intended to be effective on January 1, 1991,  
10 through December 31, 1993, regardless of date of execution, and to  
11 renew thereafter automatically from year to year. It is intended  
12 to and does supercede any prior contract between the parties  
13 relating to the same subject matter. It may be terminated only  
14 after sixty days written notice received by one party, given by the  
15 other. It is intended to express the entire agreement of the  
16 parties, and may not be altered or modified in any way unless such  
17 modification is reduced to writing, signed by both parties, and  
18 affixed to this original agreement. Any termination of this  
19 agreement shall not terminate any duty of either party matured  
20 prior to such termination.

21 The City has geographical boundaries entirely contained within  
22 those of the County, and said City has power, authority and  
23 responsibility to provide police protection for its citizens within  
24 its boundaries. The County has established and maintains a  
25 Department of Public Safety which routinely provides law  
26

COPY

1 enforcement services to the citizens of unincorporated King County,  
2 including without limitation communication functions inherent in  
3 the provision of law enforcement (hereinafter "communication law  
4 enforcement service"). The County is capable of providing  
5 communication law enforcement service in the geographical area  
6 under the jurisdiction of the City. The City is desirous of  
7 obtaining communication law enforcement service from the County to  
8 assist it in fulfilling its obligation to its citizens, pursuant  
9 to RCW 39.34.010 and 39.34.080.

10 In consideration for the promises of the County hereinafter  
11 set forth, the City promises to:

12 1. Maintain and pay for such telephone lines and equipment  
13 required to route calls for City police to the County's  
14 Communications Center.

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

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

19 4. Pay the County Seven Hundred Twelve dollars (\$712.00) per  
20 month or portion thereof during which this agreement is in effect.

21 In consideration of the promises of the City hereinbefore set  
22 forth and payment of the sum specified above, the County promises  
23 to provide communication law enforcement service within the  
24 geographical boundaries of the City, rendering such service of the  
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1 same level, degree and type as customarily rendered by the County  
2 in its rendition of such law enforcement service in unincorporated  
3 King County, as more definitely stated in Exhibit A, attached and  
4 incorporated by this reference, including, without limitation:  
5

6 1. Answer telephone calls for City police service in the  
7 County communications center.

8 2. Dispatch calls for service to City police units.

9 3. Provide data and warrant services for City police.

10 Both parties understand and agree that the County is acting  
11 hereunder as an independent contractor, with the intended following  
12 results:

13 1. Control of personnel, standards of performance, discipline,  
14 and all other aspects of performance shall be governed entirely by  
15 the County.

16 2. All persons rendering service hereunder shall be for all  
17 purposes employees of the County, although they may from time to  
18 time act for the benefit of the City.

19 3. All liabilities for salaries, wages, any other  
20 compensation, injury, sickness, or liability to the public for  
21 intentional or negligent acts arising from performance of the law  
22 enforcement services by the County hereunder shall be that of the  
23 County. To such purpose, the County will protect, defend, indemnify  
24 and save harmless the City, its officers, employees and agents from  
25 any and all costs, claims, judgments or awards of damages, arising  
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1 out of or in any way resulting from the negligent acts or omissions  
2 of the County, its officers, employees or agents. The County agrees  
3 that the obligation to indemnify, defend and hold harmless the City  
4 and its agents and employees under this provision extends to any  
5 claim, demand or cause of action brought by or in behalf of any  
6 employee of the County against the City, its officers, agents or  
7 employees and includes any judgment, award and cost arising  
8 therefrom, including attorneys' fees.

9  
10 4. The City will protect, defend, indemnify and save harmless  
11 the County, its officers, employees and agents from any and all  
12 costs, claims, judgments or awards of damages arising out of or in  
13 any way resulting from the negligent acts or omissions of the City,  
14 its officers, employees or agents. The City agrees that its  
15 obligations under this provision extend to any claim, demand or  
16 cause of action brought by or on behalf of any employees of the  
17 City against the County, its officers, agents or employees and  
18 includes any judgment, award and cost arising therefrom including  
19 attorneys' fees.

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

8 As evidence of both parties, through their authorized agents  
9 having read and understood the above and foregoing, and their  
10 intent to be bound thereby, the authorized agents of the City and  
11 County sign below on this date of \_\_\_\_\_.

12  
13  
14 CITY OF BLACK DIAMOND

COUNTY OF KING

15 By: \_\_\_\_\_

15 By: \_\_\_\_\_  
16 KING COUNTY EXECUTIVE

17 Name: \_\_\_\_\_

17 RECOMMENDED FOR SIGNATURE:

18 Title: \_\_\_\_\_

18 \_\_\_\_\_  
19 SHERIFF-DIRECTOR  
20 DEPARTMENT OF PUBLIC SAFETY

21 ATTEST:  
22 \_\_\_\_\_

21 APPROVED FOR FORM:  
22 \_\_\_\_\_  
23 DEPUTY PROSECUTING ATTORNEY

## Exhibit A

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

INTRODUCTION:

The Communications Section of the King County Department of Public Safety (DPS) 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 Black Diamond, a general rule has been followed: procedures with other agencies will not vary from existing DPS 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 Black Diamond Police Department will abide by the DPS's Manual Section 6.0.2, Communications Center Authority, 6.0.3, Communications Center Procedures, and Police Operations S.O.P. 12.4.30, Guidelines for Radio Use. (See attached DPS Manual Sections 6.0.2 and 6.0.3 and Police Operations S.O.P. Section 12.4.30)

The DPS's Communications Section will answer Black Diamond Police telephone calls for police services in a common queue with the King County Police telephone calls for police services. The Black Diamond Police calls will receive the same screening and processing by all 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.

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, Black Diamond Police officers will provide the Communications Center an appropriate Final Classification Reporting Code (FCR) as described in DPS Training Bulletin 9.3, Crime Classification Reporting. A summary of FCR statistics generated from CAD will be provided to the Black Diamond Police Department.

The Communications Section will provide tape searches of the logging tape recorders on Black Diamond 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

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

Case reports from Black Diamond Police Department will be entered into the DPS's "Incident Tracking System" (a computerized indexing system). Black Diamond Police Department will have access to this system by phone inquiry.

C. DATA AND WARRANT SERVICES

General: Black Diamond Police Department either has signed or will sign an agreement with the Washington Criminal Information Center (WACIC) to abide by the laws and regulations governing WACIC users. The DPS will provide all WACIC services currently possessed by DPS to Black Diamond Police Department consistent with DPS's internal



practices and policies governing the use of this facilities.

Periodic audits are conducted by Data Control Unit personnel to insure the accurate and validity of data in WACIC. Black Diamond Police Department must assist the Data Control Unit's auditing of Black Diamond Police Department's data entries.

Teletypes directed to Black Diamond Police Department and teletypes directed to all police departments will be transmitted to Black Diamond 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 Black Diamond Police Department.

### 1. Arrest Warrants

DPS will enter original arrest warrants from district or municipal courts with which the Black Diamond Police Department contracts for court services into WACIC. The DPS Warrant Unit and Communications Section have rigid procedures regarding the processing and computer entry of arrest warrants to minimize inappropriate arrests. Black Diamond Police Department, the district and municipal courts, and DPS will abide by the following procedures regarding computer entry and service of district court warrants.

a. Black Diamond Police Department will select the district court warrants to be entered by DPS. The original warrants (not copies) will be sent to the DPS's Warrant Unit, which will screen the warrants and attachments for completeness and return incomplete warrants for correction. Pick up limits for misdemeanor warrants are dependent upon current jail population. The Data Control Unit will enter the acceptable original warrants into 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. District courts and the Black Diamond Police Department are responsible for notifying the Data Control Unit 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 Data Control Unit will periodically purge these warrants using the expiration date, and will return the purged warrants to the court.

d. The Black Diamond Police Department is responsible for transporting persons arrested on warrants generated by activity within their jurisdiction.

e. If the Black Diamond Police Department contracts with the 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 Black Diamond 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.

Black Diamond Police Department or district courts must immediately advise the Data Control Unit by phone of incidents when a warrant is served and bail posted at either that Department or court.

f. The King County Police Warrant Recall Desk will monitor the return of served warrants from DAD and the return of bail money from out of county jails. DAD will forward bail money directly to the district courts.

To preclude rearrests on the same warrant, DPS strongly urges the Black Diamond Police Department not to make copies of arrest warrants for themselves or release copies to other police agencies unless a significant need arises. Black Diamond 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, Black Diamond 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 Black Diamond Police Department must immediately report to the Communications Section recoveries of all stolen vehicles and forward a copy of the recovery report to DPS Records Section with a King County case number. The Data Control Unit will make the proper notifications and arrangements with the originating agency

at the time of recovery. The Communications Section and the Black Diamond 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 Black Diamond 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, Black Diamond Police Department's temporary impounds, private impounds, and repossessed vehicles. These entries are purged after 30 days.

4. Stolen Property:

Black Diamond 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 or 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 DPS Check/Fraud Unit, which will screen the requested entries according to WACIC guidelines and enter same if they qualify. A copy of the B-126 or case report will be returned to the Black Diamond 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. Black Diamond Police Department must immediately notify the Data Control Unit of all recovered stolen property entered into WACIC/NCIC by Black Diamond Police Department and other police agencies. Data Control will then make the proper inquiries and computer entries.

e. Black Diamond is responsible for notifying the Check/Fraud 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 the Check/Fraud Unit and stored in the DPS Records Section.

5. MISSING PERSON/JUVENILE RUNAWAYS:

The DPS Data Control Unit will enter Black Diamond 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 DPS 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 Black Diamond Police Department specifically requests and justifies the entry.

Black Diamond 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 Data Unit immediately of any changes (i.e. runaway is back home, etc.).

#### 6. Entry Procedures:

After receiving a King County Police case number, Black Diamond Police Department will call the 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 DPS case number will be forwarded to the DPS Record Section.