

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF KENT AND THE CITY OF LAKEWOOD FOR  
WIRELESS NETWORK FORENSICS SERVER USE**

THIS AGREEMENT is entered into by and between the City of Kent (“Kent”), a municipal corporation in the State of Washington, and the City of Lakewood (“Lakewood”), a municipal corporation in the state of Washington, collectively the (“Parties”).

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Ch. 39.34 RCW; and

WHEREAS, Kent currently contracts with Gladiator Forensics, LLC (“Gladiator”) for wireless network forensics that enable the Kent Police Department to collect and/or comprehensively analyze wireless data in direct support of criminal investigations and missing persons cases; and

WHEREAS, Lakewood wishes to contract with Gladiator for similar services without incurring the costs associated with installation of a dedicated server for use of the system; and

WHEREAS, Kent is willing to provide separate remote access to Lakewood for this purpose; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, it is mutually agreed by and between Kent and Lakewood as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the Lakewood Police Department to use Gladiator servers hosted by the Kent Police Department; to establish guidelines for this use; and to set forth conditional fees to be paid by Lakewood for such services.
2. SERVER ACCESS AND USE PROVIDED. The Kent Police Department shall provide server access to Lakewood as provided in this Agreement.

2.1 Use of Gladiator Equipment. Kent shall allow Gladiator to provide Lakewood with remote access to the Kent’s Gladiator server for the exclusive purpose of wireless network forensics. This web deployment is user and password controlled and will ensure that Kent and Lakewood cases and data are kept separate with no crossover access by either party.

2.2 Licensing Requirement. Lakewood shall maintain a valid license to access and use Gladiator services, including any software that Lakewood accesses through Kent’s server. Any licensing agreement shall specifically reference Lakewood’s use of Kent’s Gladiator server and the consent of Gladiator to this use. Lakewood shall provide this licensing agreement to Kent within 30 days of effective date of this agreement.

2.3 Data Access. The Parties to this agreement shall at no time have access to any searches, investigations, or other data obtained through the other party's use of the Gladiator software. In relation to any disclosures required under the Washington Public Records Act, the parties agree that neither party shall prepare, own, use, or retain any records or data related to the other party's use.

3. FEES. In consideration of the services enumerated in this Agreement, the Parties agree to the fees and charges below.

3.1 Server/Equipment Expansion Fee. Lakewood shall be responsible for paying the costs of any server expansion or additional hardware reasonably necessary to accommodate Lakewood's use of the server. A proportion of any costs may be assigned to Lakewood in the event that use by Kent or other parties substantially contribute to the need for expansion or additional hardware. The City of Kent shall inform Lakewood of any fees in writing 15 days prior to any invoice for these fees. Lakewood may terminate this Agreement upon receipt on such notice.

3.2 Service Costs. Lakewood shall be responsible for any maintenance fees reasonably attributable to Lakewood's use of this system.

4. BILLING AND PAYMENT. Lakewood shall pay Kent the fees and costs described in this Agreement upon receipt of an invoice. The invoice shall be sent to Lakewood at the address provided for notices. Lakewood shall pay to Kent the amounts invoiced within 30 days of receipt of such bill. The failure of Kent to invoice Lakewood for fees or costs shall not relieve Lakewood of the responsibility for paying any fees or costs as required by this Agreement.

The Parties may agree in writing to an alternate method or timing for invoicing and payment.

5. EFFECTIVE DATE - TERMINATION. The initial term of this Agreement shall start on November 27, 2023, and shall remain in effect through June 30, 2026. This Agreement may be automatically renewed by the Parties for successive terms by written Agreement of the parties. Agreements for successive terms shall be agreed to by the Parties by May 1 of the year in which the then current term ends.

5.1. Early Termination without Breach. Should either party desire to terminate this Agreement absent a breach, a notice of termination shall be provided in writing to the other party no less than 30 days prior to the effective date of the termination. Kent shall not be liable for any costs associated with this termination, including loss of Gladiator software use or license fees due to loss of server access.

6. INDEMNIFICATION.

6.1. Lakewood shall indemnify and hold harmless Kent and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of

Lakewood, its officers, agents, and employees, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Kent, Lakewood shall defend the same at its sole cost and expense, including the payment of applicable attorney's fees; provided that Kent retains the right to participate in said suit; and if final judgment be rendered against Kent, and its officers, agents, and employees, or any of them, or jointly against Kent and Lakewood and their respective officers, agents, and employees, or any of them, the Parties shall apportion any damages between them according to the proportionate amount of fault as set forth in the judgment.

6.2. The provisions of this Section shall survive termination of this Agreement.

7. INSURANCE. Lakewood shall procure and maintain for the duration of the Agreement, insurance of the types and in amounts described in Exhibit A attached and incorporated by reference.

8. MISCELLANEOUS.

8.1 Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement, except as set forth herein. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

8.2 Property. This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

8.3 Joint Administrative Board. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be jointly administered by the Police Chief for Kent or his/her designee, and the Police Chief for Lakewood or his/her designee, who together, shall constitute the board contemplated in RCW 39.34.030(4)(a).

8.4 Failure to File or Publish. The failure of either Party to file or publish this Agreement in accordance with RCW 39.34.040 shall not affect the enforceability of this Agreement as between the Parties.

8.5 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties hereto. Either party may request amendments to this Agreement. Proposed amendments which are mutually agreed upon shall be incorporated by written amendment hereto.

8.6 Third Parties. Nothing contained herein is intended to, nor shall be construed to, create any rights in any third party, or to form the basis for any liability on the part of the Parties to this Agreement, or their officials, officers, employees, agent, or representatives, to any third party.

8.7 Notices. Notices shall be sent to the following addresses:

Chief Administrative Officer and  
Police Chief  
City of Kent  
220 Fourth Avenue South  
Kent, WA 98032

City Manager and  
Police Chief  
City of Lakewood  
6000 Main St. SW  
Lakewood, WA 98003

8.8 Severability. If, for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

8.9 Discrimination. Each party acknowledges that it is subject to certain requirements and assurances relating to non-discrimination as required by Federal and State laws and regulations as outlined in Exhibit B, attached and incorporated herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

**CITY OF KENT:**

  
\_\_\_\_\_  
Dana Ralph, Mayor

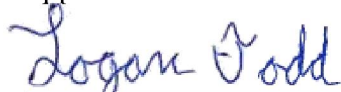
Dated: 12/01/2023

Attest:

  
\_\_\_\_\_  
Melissa McCormick on behalf of  
Kim Komoto, City Clerk


Dated: 12/01/2023

Approved as to Form:


  
\_\_\_\_\_  
Logan Todd, Assistant City Attorney

Dated: 12/01/2023

**CITY OF LAKEWOOD:**


  
\_\_\_\_\_  
John J. Caulfield, City Manager

Dated: 11/27/2023

  
\_\_\_\_\_  
Briana Schumacher, City Clerk

Dated: 11/27/2023

Approved as to Form:

  
\_\_\_\_\_  
Heidi Ann Wachter, City Attorney

Dated: 11/22/2023

## **Exhibit A Insurance Requirements**

### **Insurance**

Lakewood shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Lakewood, their agents, representatives, employees, or subcontractors.

#### **A. Minimum Scope of Insurance**

Lakewood shall obtain insurance of the types described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. Kent shall be named as an additional insured under Lakewood's Commercial General Liability insurance policy using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

#### **B. Minimum Amounts of Insurance**

Lakewood shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$4,000,000 per occurrence.  
Primary Non-Contributory Additional Insured coverage for the City of Kent, *et. al.*  
Waiver of Subrogation

If Lakewood maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Lakewood. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. The above policy limits may be obtained with excess liability (umbrella) insurance.

#### **C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions insurance:

1. Lakewood's insurance coverage shall be primary insurance with respect to Kent. Any insurance, self-insurance, or insurance pool coverage maintained by Kent

shall be in excess of Lakewood's insurance policies and shall not contribute to Lakewood's insurance policies.

2. Lakewood's insurer must deliver or mail written notice of cancellation to the named insured at least forty-five (45) days before the effective date of the cancellation. Lakewood's insurance policy shall include an endorsement that provides the City with written notice of cancellation forty-five (45) days before the effective date of the cancellation. If Lakewood insurer fails to provide the City with a copy of the notice of cancellation endorsement, Lakewood must notify the City of any cancellation, nonrenewal or termination within two (2) business days of their receipt of such notice.
3. The City of Kent shall be named as an additional insured on all policies (except Professional Liability, if applicable) with respect to work performed by or on behalf of Lakewood and a copy of the endorsement naming Kent as an additional insured shall be attached to the Certificate of Insurance. Kent reserves the right to receive a certified copy of all required insurance policies. Lakewood's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Lakewood shall furnish Kent with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Lakewood before commencement of the work. Kent waives no rights, and Lakewood is not excused from performance if Lakewood fails to provide Kent with a copy of the endorsements naming Kent as a Primary Non-Contributory Additional Insured.

**F. Subcontractors**

Lakewood shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the same insurance requirements as stated herein for Lakewood.



## EXHIBIT B

### CITY OF KENT NON-DISCRIMINATION POLICY

The City of Kent (City) is committed to conform to Federal and State laws regarding equal opportunity. As such all contractors, subcontractors, consultants, vendors, and suppliers who perform work with relation to this Agreement shall comply with the regulations of the City's equal employment opportunity policies.

The City of Kent and its contractors are subject to and will comply with the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).
- Ch. 49.60 RCW (Washington Law Against Discrimination)

The preceding statutory and regulatory cites hereinafter are referred to as "the Acts and Regulations".

The following statements specifically identify the requirements the City deems necessary for any contractor, subcontractor, or supplier on this specific Agreement to adhere to. An affirmation of all of the following is required for this Agreement to be valid and binding. If any contractor, subcontractor, or supplier willfully misrepresents themselves with regard to the directives outlined below, it will be considered a breach of contract and it will be at the City's sole determination regarding suspension or termination for all or part of the Agreement.

The statements are as follows:

1. I have read the attached City of Kent administrative policy number 1.2.
2. During the time of this Agreement I will not discriminate in employment on the basis of sex, race, color, national origin, age, or the presence of all sensory, mental or physical disability.
3. During the time of this Agreement I, the prime contractor, will provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
4. During the time of the Agreement I, the prime contractor, will actively consider hiring and promotion of women and minorities.
5. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor, subcontractor, consultant, vendor, and supplier (hereinafter "Contractor") will comply with all Acts and the Regulations relative to non-discrimination, including those applicable to Federally-assisted programs of the U.S. Department of Transportation, State-assisted programs through the Washington State Department of Transportation, and generally under Washington's Law Against Discrimination, Ch. 49.60 RCW, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. **Information and Reports:** The contractor will provide all information and reports required by the Acts and Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined applicable to contractor's contract by the City or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts and Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the City or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the City or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such



direction, the contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iii. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure

compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

xiii. Washington Law Against Discrimination (Ch. 49.60 RCW)

7. The submission of the final invoice for this contract will constitute a reaffirmation that the preceding statements were complied with during the course of the contract's performance.

By signing below, I agree to fulfill the five requirements referenced above.

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

For: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

For: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CITY OF KENT  
ADMINISTRATIVE POLICY**

NUMBER: 1.2

EFFECTIVE DATE: October 20, 2022

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SUBJECT: INCLUSIVE CONTRACTING

SUPERSEDES: January 1, 1998

APPROVED BY Dana Ralph, Mayor

POLICY:

Equal employment opportunity and non-discrimination in contracting requirements for the City of Kent will conform to federal and state laws. All contractors, subcontractors, consultants, and suppliers of the City must guarantee equal employment opportunity within their organization and, if holding Agreements with the City amounting to \$10,000 or more within any given year, must take the following affirmative steps:

1. Provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
2. Actively consider for promotion and advancement available minorities and women.

Further, all contractors, subcontractors, consultants, suppliers, grantees, or subgrantees of the City, regardless of the value of the Agreement, are required to sign the City's Non-Discrimination Policy Declaration, prior to commencing performance.

Any contractor, subcontractor, consultant or supplier who willfully disregards the City's nondiscrimination and equal opportunity requirements shall be considered in breach of contract and subject to suspension or termination for all or part of the Agreement.

Contract Compliance Officers will be appointed by the Directors of Planning, Parks, and Public Works Departments to coordinate with the City's Title VI coordinator, and perform the following duties for their respective departments.

1. Ensuring that contractors, subcontractors, consultants, and suppliers subject to these regulations are familiar with the regulations and the City's equal employment opportunity policy.
2. Monitoring to assure adherence to federal, state and local laws, policies and guidelines.