

INTERGOVERNMENTAL AGREEMENT FOR ACCESS SYSTEM ENTRY SERVICES

THIS AGREEMENT is made and entered into by and between the City of Cheney ("Cheney") and the Kalispel Tribe of Indians (sometimes referred to as "Tribe") jointly referred to as "Parties."

WHEREAS, Cheney operates a 24-hour police dispatch center that houses warrants and protection orders and other data pertaining to law enforcement services and manages data entry into State and Federal data bases; and

WHEREAS, All data entered into these systems for law enforcement use must be available for confirmation 24 hours per day; and

WHEREAS, The Kalispel Tribe of Indians desires to contract for warrant and protection order data entry services for the **Washington Central Computerized Enforcement Services System (ACCESS)** system through the Communications Division of the Cheney Police Department; and

IN CONSIDERATION of the mutual covenants, promises and agreements set forth herein, the City and Tribe hereby agree as follows:

1. ACCESS Entry and Housing Services

- a. Cheney will provide available entry and housing services to the Kalispel Tribe of Indians in compliance with ACCESS rules and regulations.
- b. Airway Heights Municipal Court will forward warrants and protection orders to the Cheney Police Department in compliance with policies and procedures already established by the Cheney Police Department for this purpose.
- c. All warrants and protection orders must be signed by a Washington State court judge pursuant to Washington State law.

- d. The Cheney Police Department, in compliance with ACCESS rules and regulations will enter the warrants and protection orders in a timely manner. After entry, confirmation will be forwarded to Airway Heights Municipal Court in compliance with policy and procedures already established by the Cheney Police Department for this purpose.
- e. In the event that a warrant or protection order is recalled by the court or otherwise quashed or cancelled, timely notification, through established procedures, will be made to the Cheney Police Department so that the entry can be removed from State and Federal Systems.
- f. The Cheney Police Department will notify the Airway Heights Municipal Court, through established procedures and in a timely manner, when a warrant has been served by a law enforcement agency, or when it has been cancelled or recalled by the court and the data cleared from the appropriate data bases.
- g. Cheney will act as the secondary checker for ACCESS data entry as well as conduct quarterly self-validation reviews of all NCO and warrant entries. These reviews will be forwarded to Airway Heights Municipal Court for their review and validation.
- h. The Kalispel Tribe of Indians will be required to have agency personnel serve as their Terminal Agency Coordinator (TAC) and comply with all monthly validation processes as required by ACCESS.
- i. Cheney will provide 24/7 monitoring and confirmation of all warrants and protection orders entered in the ACCESS system.
- j. Cheney will not provide teletype processing other than emergency notifications and hit confirmations. Cheney will not provide standard or routine inquiry or criminal history/records checks.
- k. Each agency will be responsible for properly certifying their own personnel, maintaining appropriate security logs, and conducting required background checks in accordance with ACCESS rules and regulations.
- l. Each agency agrees to discuss changes to established procedures prior to implementation. While these often are mandated changes due to court rules, ACCESS, or other mandates, discretionary changes should be mutually agreed upon.

2. Consideration

- a. Cheney shall bill the Kalispel Tribe of Indians quarterly for each year that the contract remains in effect for the administration of the Kalispel Tribe of Indians ACCESS entries. The annual costs shall be \$53,200 and a 4% increase shall be applied each January 1.

3. Duration of Agreement.

- a. This Agreement is in effect until December 31, 2023, but may be extended on the same terms for an indefinite duration upon mutual agreement and shall remain in effect until such time as either the City or the Tribe shall give ninety (90) days written notice of termination to the other. The contract may also be terminated for default upon ten (10) days written notice to the other Party and failure to cure any default such as failure to perform the work or pay for the services.

4. Hold Harmless.

- a. Each entity shall defend, indemnify and hold harmless the other, its agents, officers and employees from any and all liability or loss and against all claims or actions upon or arising out of damage or injury, including death, to persons or property resulting from the commission or omission of any act, duty or responsibility of the indemnifying City or Tribe, its agents, officers or employees. This provision has been mutually negotiated and agreed to by the City and Tribe.

5. Assignment or Transfer.

- a. This Agreement or any interest herein shall not be assigned or transferred, in whole or in part, without the written consent of both the City and the Tribe. In the event that such prior written consent to such assignment or transfer is granted, then the assignee or transferee shall assume all duties, obligations and liabilities of the Assignor(s)/Transferor(s).

6. Termination.

- a. Either Party may terminate this Agreement, with or without cause, by giving all other parties hereunder ninety (90) days written notice of termination.

7. Notices.

- a. Unless otherwise stated herein, all notices and demands shall be in writing and sent to the parties at their addresses as follows:

Cheney Police Department	The Kalispel Tribe of Indians
215 G Street	PO Box 39
Cheney, WA 99004	Usk, WA 99280

8. Dispute Resolution, Jurisdiction and Choice of Law.

- a. The Parties hereby agree that any dispute by one Party against the other Party as to the applications or provisions of this Agreement, shall be resolved first through mediation, by a mediator to be mutually selected by the Parties. Both Parties shall mediate any dispute in good faith. The costs and fees of mediation shall be shared equally.
- b. In the event the Parties are unable to resolve their disputes through mediation, then either Party may file an action in Spokane County Superior Court, applying Washington State law.
- c. The Parties do not agree to Arbitration.

9. Property

The ownership of all property and equipment utilized in association with applicable Warrant Housing and Data Entry shall remain with the original owner, unless specifically and mutually agreed by the Parties to this Agreement.

10. Effective Date.

This Agreement shall become effective on January 1st, 2021.

12. Filing of Agreement

Executed copies of this Agreement shall be filed with the Spokane County Auditor and the City Clerk.

13. Integration.

This written document constitutes the entire Agreement between the parties. No changes or additions to this Agreement shall be valid or binding upon any Party unless such change or addition be in writing and executed by all parties.

14. Severability.

If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

15. Section No. 15: RCW 39.34 REQUIRED CLAUSES

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk and a copy of this Agreement with the Spokane County Auditor.

F. FINANCING.

See section 2 above.

G. TERMINATION.

See provision 6 above.

H. PROPERTY UPON TERMINATION.

See section 9 above.

EXECUTED this _____ day of _____, 2020

City of Cheney

Mayor

Attest:

City Clerk

Kalispel Tribe of Indians

James Wynecoop, Kalispel Tribe Director of Public Safety

Darren Holmes, Kalispel Tribal Administrator

Attest:

Lorraine Parlange, Kalispel Tribe Senior Tribal Attorney