

INTERLOCAL AGREEMENT FOR ACCESS SYSTEM ENTRY SERVICES

THIS AGREEMENT is made and entered on the day and year set forth below by and between the City of Cheney, a Washington Code City (“Cheney”) and the City of Airway Heights, a Washington Code City (“Airway Heights”), jointly referred to as “Cities”.

WHEREAS, Cheney operates a 24-hour police dispatch center that houses warrants, protection orders, 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, Airway Heights Police Department desires to contract for data entry services for the ACCESS system through the Communications Division of the Cheney Police Department.

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

1. ACCESS Entry and Housing Services

- a. Cheney will provide available data entry and management services to Airway Heights 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 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 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 (No Contact Orders) and warrant entries. These reviews will be forwarded to Airway Heights Municipal Court for their review and validation.
 - h. Airway Heights Police Department 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 accept for entry into the ACCESS system all of Airway Heights' outstanding arrest warrants, protection orders and other ACCESS qualified data. Cheney will provide personnel to input the data into appropriate computer programs in compliance with applicable rules and regulations.
 - j. Cheney will be the confirmation agency for all Airway Heights' data entered into its system. Cheney will process this information in accordance with established ACCESS policy and procedure.
 - k. Airway Heights Police Department shall promptly notify Cheney of any changes which affect law enforcement data entered into the ACCESS system or housed by Cheney, such as located or recovered stolen property.
 - l. Cheney will provide 24/7 monitoring of the ACCESS printer for Airway Heights Police Department.
 - m. 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.
 - n. 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.
 - o. Each agency agrees to meet and discuss changes to established procedures prior to implementation. While these often are mandated changes due to AOC, ACCESS, or other mandates, discretionary changes should be mutually agreed upon.

2. Consideration

- a. In consideration for the services described in section 1, Airway Heights shall pay Cheney the amount of \$40,000 annually.
- b. Cheney shall bill Airway Heights quarterly, beginning January 1, for each year that the contract remains in effect. The payments shall be due thirty (30) days after the date of the bill.

3. Duration of Agreement.

- a. This Agreement shall be effective on January 1, 2021 and remain in effect through December 31, 2021. Upon mutual agreement the parties may renew this agreement for additional one-year terms, not to exceed a total of 3 years. This agreement shall remain in effect until such time as either City shall give the other City ninety (90) days advance written notice of termination.

4. Hold Harmless.

- a. Each City 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 resulting from 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, its agents, officers or employees.

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 Cities. 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. 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	Airway Heights Police
215 G Street	1307 S. Ziegler Street
Cheney, WA 99004	Airway Heights, WA 99001

7. Arbitration.

If either party has a claim or dispute under this Agreement, written notice of the same shall be sent to the other party ("**Notice of Dispute**"). The notice shall provide a brief description of the dispute.

Meet and Confer. Within five (5) days of the delivery of the notice, the parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable period of time, not exceeding thirty (30) days, either party may give notice of mediation.

Mediation. The mediator shall be chosen through mutual agreement of the Parties. If a mediator is not engaged within ten (10) days of the notice of mediation the matter may proceed to arbitration. The mediator’s fees and costs shall be equally shared by the parties.

Arbitration. If the Parties cannot resolve their dispute through mediation, the exclusive remedy is binding arbitration in accordance with the JAMS Arbitration Rules or by an Alternate Dispute Resolution Process that can be mutually agreed upon. The arbitrator's fees and costs shall be equally shared. The arbitrator's decision shall be final, binding on the Parties and enforceable pursuant to RCW Chapter 7.04A.

The pendency of mediation or arbitration shall not suspend or terminate any payment or performance obligation under this Agreement. This section shall survive termination of this Agreement.

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 the 1st day of January, 2021.

12. Filing of Agreement

Executed copies of this agreement shall be filed with the City Clerk of each City and the Spokane County Auditor or listed on the respective City's website.

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

See section 12, above.

F. FINANCING.

See section 2, above.

G. TERMINATION.

See section 6, above.

H. PROPERTY UPON TERMINATION.

See section 9, above.

The parties acknowledge that the attorney that reviewed and modified this Agreement ("Attorney") is a member of the Witherspoon Kelley (the "Firm") and acted as legal counsel to both parties in this matter. The Firm has in the past, does presently, and anticipates in the future it will, represent the parties in other matters and transactions. The parties are advised by the Attorney that their interests are or may be opposed to each other and, accordingly, the Firm's and Attorney's representation of both parties may not be in their best interests. Each party is advised by the Attorney that they may retain separate legal counsel. Notwithstanding the foregoing, the parties (i) desire the Firm and Attorney to represent them in the preparation and review of this Agreement; (ii) acknowledge that they have been advised about retaining separate counsel and have either exercised that right or waived their right to do so; and (iii) jointly and severally waive any claim that the Firm and Attorney's representation in connection with this Agreement constitutes a conflict of interest.

EXECUTED this _____ day of _____, 2020

City of Cheney

Mayor

Attest:

City Clerk

City of Airway Heights

Mayor

Attest:

City Clerk

[End of Agreement]