

**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 \$28,141 and a 2% increase shall be applied each July 1.

## **3. Duration of Agreement.**

- a. This Agreement is in effect until December 31, 2020, 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  
215 G Street  
Cheney, WA 99004

The Kalispel Tribe of Indians  
PO Box 39  
Usk, WA 99280

**8. Arbitration.**

- a. A grievance is defined as a written claim or dispute by one party against the other party as to the applications or provisions of this agreement. If both parties are unable to reach an agreement on a grievance, both parties agree to refer the matter to arbitration. Prior to arbitration, the parties shall meet and confer within five (5) business days of receiving notice of a claim or dispute. In the event the meet and confer does not resolve the matter, the parties may upon agreement proceed to mediation upon agreed terms. Mediation shall occur within 45 days of agreement otherwise arbitration shall be commenced upon notice from either the City or Tribe.
- b. The arbitrator shall be selected by agreement of both parties. If the parties are unable to agree on an arbitrator, he/she shall be selected under the rules of the American Arbitration Association (AAA). In all cases, only a single arbitrator shall be selected to hear the grievance. The prevailing party shall be entitled to an award of attorney's fees and costs. In the event there is no "prevailing party", each party shall be responsible for its own expense and representation. In the event there is a cost associated with the rental of a facility to conduct the proceedings, the parties shall mutually agree to share such expense equally. The arbitrator shall render his decision

based on the interpretation and application of this agreement consistent with the law of the State of Washington. The arbitrator's decision shall be final and binding.

- c. The arbitrator shall confine himself or herself to the issue submitted for arbitration and shall not have the authority to modify or change the provisions of this agreement, but shall be authorized to interpret existing provisions of this agreement as they may apply to specific facts of the issue in dispute.

**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 July, 2017.

**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.

16. **Limited Waiver of Immunity.** The Parties hereby waive their respective immunity solely for the limited purpose of enforcing the Parties' agreement to arbitrate and arbitrator's decision. The arbitrator's award may be enforced in a court of competent jurisdiction in the following order of preference: (1) United States District Court for the Eastern District of Washington in Spokane; (2) Spokane County Superior Court; and (3) Kalispel Tribal Court. The Kalispel Tribe shall deliver to the City a Tribal Resolution or other legal authority approving and acknowledging this limited waiver of immunity.

This waiver shall be limited and does not include a general waiver of immunity of the Tribe or of other Tribal agencies, arms, entities, enterprises, officers and employees.

The parties agree that a judgment award shall be limited to monetary damages. Moreover, no interest in land held by the Tribe, whether tangible or intangible, legal or beneficial, vested or contingent, fee or trust status, or any occupancy or other rights or entitlements therein or related thereto, shall be subject to attachment, execution, lien, judgments, or other enforcement or satisfaction of any kind, in whole or in part. The parties agree that this provision shall survive completion or termination of the Agreement.

EXECUTED this 23 day of May, 2017

**City of Cheney**


  
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Mayor

Attest:   
\_\_\_\_\_

City Clerk

**Kalispel Tribe Of Indians**


  
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James Wynecoop, Kalispel Tribe Director of Public Safety

  
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Darren Holmes, Kalispel Tribal Administrator

Attest:

  
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David Bonga, Kalispel Tribe Senior Tribal Attorney