

INTERLOCAL AGREEMENT FOR ACCESS SYSTEM ENTRY SERVICES

THIS AGREEMENT is made and entered into by and between the Cities of Cheney and Liberty Lake.

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

WHEREAS, certain missing persons must be entered into these systems for law enforcement use within 2 hours of being reported as missing; and

WHEREAS, Liberty Lake does not have staff on 24 hours a day to comply with the requirement to potentially enter a missing person; and

WHEREAS, Liberty Lake desires assistance in meeting this 2 hour data entry requirement for the ACCESS system through occasional assistance from 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 when Liberty Lake Personnel are not available

- a. Liberty Lake Police Department will forward documentation needed for entry to Cheney Police Department via fax or phone. This must be done in a timely manner and as soon as possible for the situation.
- b. Communications will provide missing person entry services to Liberty Lake in compliance with ACCESS rules and regulations.
- c. Every effort will be made to comply with the 2 hour entry rule, but there can be no absolute guarantee. Communications will make the highest priority after life safety calls for service.
- d. Communications will pack the record to the best of their ability with known information at the time of the entry.
- e. Communications will fax all entry paperwork to the Liberty Lake Police Department.
- f. In the case that updated information is received prior to Liberty Lake having appropriate staff available, any needed updates to the entry can be requested by phone or fax. Updated entry information will be faxed to the Liberty Lake Police Department.
- g. Liberty Lake will act as validation agent for the ACCESS data entry and will perform all secondary checks, validations, locates, modifies, clear, and cancel transactions and any other quality control functions as required for ACCESS compliance.

- h. Cheney will not provide teletype processing, standard or routine inquiry, entry of anything other than missing persons, or criminal history/records checks.

2. Consideration

- a. No fee will be charged for the services referenced in this Agreement. Actual services provided will be evaluated at the end of each year to determine if a fee should be assessed for the service. If it is determined that a fee is to be established for this service, the terms will need to be mutually agreed upon and an amendment to this Interlocal Agreement will be executed.

3. Duration of Agreement.

- a. This Agreement is for an indefinite duration and shall remain in effect until such time as either City shall give ninety (90) days written notice of termination to the other.

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 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, 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. Termination.

- a. Either City 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

Liberty Lake Police Department
23127 E Mission Avenue
Liberty Lake, WA 99019

8. Arbitration.

- a. A grievance is defined as a 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. 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) or the Federal Mediation Conciliation Services (FMCS) depending on which agency is used. In all cases, only a single arbitrator shall be selected to hear the grievance. The prevailing party shall be entitled to an award of fees and costs. In the event there is no "prevailing party", the costs shall be borne equally. 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/her 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.

- b. 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 be effective as of the 1st day of January, 2014.

12. Filing of Agreement

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

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. 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 Section 6 above.

H. PROPERTY UPON TERMINATION.

See Section 9 above.

EXECUTED this 17th day of March, 2014.

City of Cheney



Mayor

Attest:



City Clerk

City of Liberty Lake



Mayor

Attest:



City Clerk