

**INTERLOCAL AGREEMENT FOR
ACCESS SYSTEM ENTRY SERVICES
WITH AIRWAY HEIGHTS**

THIS AGREEMENT is made and entered into by and between the City of Cheney and the City of Airway Heights, Washington.

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, 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 entry and housing 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 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. 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 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, above, Airway Heights shall pay to Cheney an annual fee of \$56,000 ("Initial Fee"). A 2% increase shall be applied each January 1 to the Initial Fee as adjusted the previous year.
- b. The parties agree that each year that the contract remains in force, the City of Cheney will calculate the estimated costs for the prior year. The cost calculation will consist

of using the average costs of employees multiplied by the time it takes for the annual volume of entries, plus a 10% administration fee. If the costs deviate by more than 5% from the current annual contract amount, the parties agree they will meet and discuss fee increase or reduction based on usage trends for the following contract year.

- c. Cheney shall bill Airway Heights quarterly, beginning on January 1, for each year that the contract remains in effect. The bill shall include the administration of Airway Heights' ACCESS entries, supply costs and the increased ACCESS user's fees associated with this service. 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, 2018 and remain in effect through December 31, 2020. Upon mutual agreement the parties may renew this agreement for another 3 year term ("First Renewal"). Following the First Renewal, upon mutual agreement the contract shall renew annually on January 1, and remain in effect until such time as either City shall give the other City ninety (90) days 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 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. 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

Airway Heights Police
1307 S. Ziegler Street
Airway Heights, WA 99001

7. 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

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mediation

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", 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.

- 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 become effective on the 1st day of January, 2018.

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

The CITY shall file this Agreement with its City Clerk and post a copy to the website.

F. FINANCING.

See section 2 above.

G. TERMINATION.


See provision 6 above.

H. PROPERTY UPON TERMINATION.


See section 9 above.

EXECUTED this 22 day of Aug, 2017

City of Cheney



Mayor

Attest:


City Clerk

City of Airway Heights



Mayor

Attest:


City Clerk