

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF GRANITE FALLS
RELATING TO MISDEMEANOR WARRANT AND COURT ORDER DATA ENTRY
AND VERIFICATION SERVICES**

This Interlocal Agreement Between Snohomish County and the City of Granite Falls Relating To Misdemeanor Warrant And Court Order Data Entry And Verification Services (the "Agreement") is entered into by and between Snohomish County, a political sub-division of the State of Washington (hereinafter referred to as the COUNTY), and the City of Granite Falls, a municipal corporation of the State of Washington (hereinafter referred to as the CITY).

RECITALS

WHEREAS, the CITY'S geographical boundaries lie entirely within the COUNTY; and

WHEREAS, the CITY possesses the power, legal authority, and responsibility to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, the COUNTY, through the Snohomish County Sheriff's Office (hereinafter referred to as the SHERIFF) provides law enforcement services to the citizens of Snohomish County; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform functions that each may individually perform; and

WHEREAS, the CITY has a need for misdemeanor warrant and court order data entry and verification service; and

WHEREAS, the CITY desires to enter into an agreement with the COUNTY whereby the COUNTY, through its Sheriff's Office, will provide misdemeanor warrant and court order data entry and verification service;

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CITY agree as follows:

1.0. SERVICES.

1.1 WARRANT AND COURT ORDER ENTRY SERVICE. During the Term of this Agreement the COUNTY, through its Sheriff's Office Technical Services Division, (Technical Services Division), will perform misdemeanor warrant and court order data entry for the CITY as follows: Upon receipt of a misdemeanor warrant or court order from the CITY, the Technical Services Division will enter the misdemeanor warrant or court order into the appropriate local, state, and/or national data base, in accordance with

applicable WACIC, NCIC and ACCESS policy guidance and applicable Sheriff's Office protocols ("Data Entry"). A copy of the misdemeanor warrant or court order will be stored by the Sheriff's Office Records Unit in accordance with applicable Washington Law Enforcement Records Retention Schedules.

1.2 VERIFICATION SERVICE. The Technical Services Division will also provide verification services to the CITY should a wanted person or respondent in a court order be contacted by law enforcement.

2.0 CITY RESPONSIBILITIES.

It shall be the responsibility of the CITY to provide accurate and timely reports to allow the COUNTY to make Data Entry. The CITY expressly understands that the misdemeanor warrants and court orders must be accurate and timely delivered in order for the COUNTY to perform the Data Entry. The CITY shall forward misdemeanor warrants and court orders to the Technical Services Division forthwith for Data Entry. The CITY shall provide to the COUNTY all necessary data, codes, and other information necessary to meet the standards for entry into WACIC, NCIC or ACCESS.

3.0 INDEPENDENT CONTRACTOR.

The COUNTY is acting hereunder as an independent contractor. The Employees of the Technical Services Division rendering services hereunder shall be considered employees of the COUNTY for all purposes. The COUNTY shall be responsible for all aspects of the employee's employment including, but not limited to, wages, benefits, performance, discipline, and termination.

4.0 PERFORMANCE REVIEW SCHEDULE.

The Snohomish County Sheriff or the Sheriff's designee shall meet with the CITY as needed to discuss performance under this Agreement. The CITY shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

5.0 COMPENSATION.

5.1 CONTRACT AMOUNT. In consideration for the services provided by the COUNTY as set forth herein, the CITY promises to pay the COUNTY four dollars and sixty-five cents (\$4.65) for each misdemeanor warrant entered and fourteen dollars and seventy-three cents (\$14.73) for each court order entered.

5.2 BILLING. The CITY will be billed on a quarterly basis for actual services rendered. Payments are due within thirty (30) days after invoicing by the COUNTY.

Invoices shall be mailed to:

City of Granite Falls
206 South Granite Avenue
P.O. Box 1440
Granite Falls, WA 98252

Payment shall be made to:
Snohomish County Sheriff's Office
Fiscal Division
3000 Rockefeller Avenue M/S 606
Everett, WA 98201

6.0 TERM.

The term of this Agreement shall commence on January 1, 2016, and shall expire on December 31, 2016; unless either party initiates termination procedures as outlined in Section 7 or termination is necessary due to a lack of sufficient legislative appropriation by either party. In the event of lack of legislative appropriation by the COUNTY Council, the CITY shall have the option of paying for services set forth in this Agreement in advance.

The CITY may extend the term of this Agreement for one (1) additional twelve (12) month period by giving the COUNTY written notice of its intention to do so no later than November 31, 2016.

7.0 TERMINATION PROCESS.

Either party may terminate this Agreement for any, or no, reason by providing thirty (30) days' written notice to the other party.

8.0 NOTICES.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to the COUNTY shall be sent or delivered to:
Snohomish County Sheriff
3000 Rockefeller Ave. M/S 606
Everett, WA 98201

Any notice to the CITY shall be sent or delivered to:
Mayor
City of Granite Falls
P.O. Box 1440
Granite Falls, WA 98252

9.0 INDEMNIFICATION.

9.1. The CITY shall protect, save and hold harmless, indemnify, and defend the COUNTY, its elected and appointed officials, officers, employees, and agents from and against any loss or claim for damages of any nature whatsoever, including all claims or actions related to or resulting from the COUNTY's Data Entry on the CITY's behalf, or employment related claims or causes of action, including claims by third parties or CITY employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the CITY, its elected or appointed officials, officers, employees, or agents in performance of this Agreement, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees, or agents.

The COUNTY specifically disclaims any responsibility for malfunctions of the WACIC, NCIC, or ACCESS data bases and/or failure to enter or remove warrants, except for claims resulting directly from the gross negligence of the COUNTY its elected and appointed officials, officers, employees, or agents.

9.2 CITY ORDINANCES. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility that arises in whole or in part from the existence or effect of CITY ordinances, rules, or regulations. In any cause, claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such CITY ordinance, rule, or regulation is at issue, the CITY shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, on that issue, the CITY shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a CITY ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees, and agents, as provided in paragraphs 9.1 of this Agreement.

9.3 Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.

9.4 The provisions of this section shall survive the expiration of this Agreement with respect to any event occurring prior to such expiration or termination.

10.0 INSURANCE.

The CITY agrees to maintain such insurance for unlawful arrest, unlawful imprisonment, or any other claim resulting from the CITY's warrants being entered into WACIC, NCIC, or ACCESS.

11.0 AUDITS AND INSPECTIONS.

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the COUNTY or the CITY during the term of this Agreement and for a period of three (3) years after termination.

12.0 AMENDMENTS.

This Agreement may be amended at any time by mutual written agreement of the parties that is executed and filed with the COUNTY Auditor as required by RCW 39.34.040.

13.0 NO THIRD PARTY BENEFICIARY.

The COUNTY and the CITY agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the COUNTY or the CITY.

14.0 LEGAL REQUIREMENTS.

Both parties shall comply with all applicable federal, state, and local laws in performing this Agreement.

15.0 VENUE.

The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

16.0 WAIVER OF DEFAULT.

Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written amendment.

17.0 SEVERABILITY CLAUSE.

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

18.0 NO JOINT VENTURE.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

19.0 NO THIRD PARTY BENEFICIARIES.

This Agreement is made and entered into for the sole benefit of the COUNTY and the CITY. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

20.0 ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

21.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.


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22.0 POSTING/ RECORDING OF THIS AGREEMENT. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

Executed this 15 day of December, 2015.

“COUNTY”
SNOHOMISH COUNTY

“CITY”
CITY of GRANITE FALLS

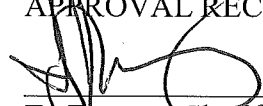

John Lovick, County Executive


Mayor Peterson

DATE: 12/15/15

DATE: 12/2/15

APPROVAL RECOMMENDED:


Ty Trenary, Sheriff

DATE: 12/7/15

APPROVED AS TO FORM:

APPROVED AS TO FORM:

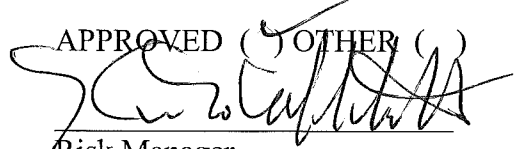

Deputy Prosecuting Attorney


City Attorney

DATE: 11/17/15

DATE: 12-2-2015

REVIEWED BY RISK MANAGEMENT:

APPROVED OTHER

Risk Manager

DATE: 12-8-15