

**BOARD OF COUNTY COMMISSIONERS**  
**Grant County, Washington**

**RESOLUTION AUTHORIZING EXECUTION  
OF INTERLOCAL AGREEMENT WITH THE  
CITY OF EPHRATA**

RESOLUTION No. 15-<sup>012</sup> -CC

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Grant County, Washington, by and through the Grant County Sheriff's Office (GCSO), and the City of Ephrata, by and through the Ephrata Police Department (EPD), are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

**WHEREAS**, the GCSO and the EPD are responsible for protecting lives and property, and keeping the peace; and

**WHEREAS**, the GCSO and the EPD have determined that in order to provide maximum possible protection for the lives and property of the citizens within their respective jurisdictions, it is necessary to cooperate to fully utilize available resources; and

**WHEREAS**, the GCSO and the EPD each employ deputies and/or staff who are qualified to serve as polygraph examiners and conduct polygraph examinations; and

**WHEREAS**, the GCSO and the EPD desire to enter into contract wherein each law enforcement agency will provide reciprocal services of such deputies and/or staff qualified to serve as polygraph examiners.

**NOW, THEREFORE, BE IT RESOLVED**, that the attached Interlocal Agreement between Grant County and the City of Ephrata be executed by and between the Grant County Sheriff's Office, and the City of Ephrata's Police Department.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of January, 2015.

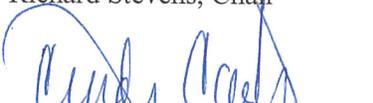
**BOARD OF COUNTY COMMISSIONERS**  
**GRANT COUNTY, WASHINGTON**

Yea    Nay    Abstain

  
Richard Stevens, Chair

  
Cindy Carter, Vice-Chair

  
Carolann Swartz, Member

ATTEST:

  
Clerk of the Board

INTERLOCAL AGREEMENT  
REGARDING RECIPROCAL POLYGRAH EXAMINATION SERVICES

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between GRANT COUNTY, Washington, a political subdivision of the State of Washington, whose business address is 37 C Street NW, Ephrata, WA 98823, by and through the Grant County Sheriff’s Office (“GCSO”), and the CITY OF EPHRATA, a Washington municipal corporation, by and through the Ephrata Police Department (“EPD”) whose business address is 121 Alder Street SW, Ephrata, WA 98823.

**I. RECITALS**

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 RCW, provides for interlocal cooperation between governmental agencies; and

WHEREAS, the GCSO and the EPD are responsible for protecting lives and property, and keeping the peace; and

WHEREAS, chapter 39.34 RCW provides, in part, that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the GCSO and the EPD have determined that in order to provide maximum possible protection for the lives and property of the citizens within their respective jurisdictions, it is necessary to cooperate to fully utilize available resources; and

WHEREAS, the GCSO and the EPD each employ deputies and/or staff who are qualified to serve as polygraph examiners and conduct polygraph examinations; and

WHEREAS, the GCSO and the EPD desire to enter into contract wherein each law enforcement agency will provide reciprocal services of such deputies and/or staff qualified to serve as polygraph examiners.

**II. AGREEMENTS**

The parties agree as follows:

1. PURPOSE. Each party has the power, authority, and responsibility to provide police protection for its citizens within its boundaries. In order to fulfill their respective obligations to their citizens, the parties desire to provide for polygraph examination services to each other under the terms and conditions hereinafter set forth.
2. POLYGRAPH EXAMINATION SERVICES. The GCSO and the EPD agree to provide reciprocal polygraph examination services in consideration and acknowledgment of mutual aid

services provided by each law enforcement agency, subject to the following terms and conditions.

- a. Polygraph Examiner Qualification. Each agency shall provide a polygraph examiner who has successfully completed an accredited course of instruction by the American Polygraph Association (APA), and is recognized by the American Association of Police Polygraphists (AAPP).
- b. Scope of Services. Polygraph examinations provided by each participant to this Agreement shall be limited to the following purposes:
  - i. For purposes of pre-employment investigations of fully commissioned officers;
  - ii. For purposes of pre-employment investigations of reserve commissioned officers;
  - iii. For purposes of pre-employment investigations of non-commissioned personnel;
  - iv. For purposes of conducting criminal investigations; and
  - v. For purposes of conducting internal investigations of non-commissioned personnel.

3. REQUEST FOR POLYGRAPH EXAMINATION SERVICES. All requests to schedule a polygraph examination shall be directed to (1) the GCSO, by and through Sheriff Tom Jones or Undersheriff Dave Ponzoso, or (2) the EPD, by and through the Chief of Police.

4. SCHEDULING OF POLYGRAPH EXAMINATION SERVICES. Provision of polygraph examination services shall occur at the sole discretion of the law enforcement agency receiving the request for services. The recipient law enforcement agency shall not be liable to the requesting agency for any delay or failure to provide requested services under this Agreement.

5. LIMITATION ON NUMBER OF EXAMINATIONS. Each participating law enforcement agency shall not be compelled to provide more than a cumulative total of twenty (20) polygraph examinations to its counterpart agency during any twelve (12) month period.

6. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered jointly by the GCSO and the EPD. Issues and/or disputes related to implementation of this Agreement shall be referred to each respective governing authority for resolution. Provided: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in chapter 39.34 RCW.

7. AUTHORITY. This Agreement shall be executed on behalf of each party by its authorized representative(s), and pursuant to the appropriate resolution or ordinance of each party.

8. DURATION AGREEMENT - TERMINATION. This Agreement shall remain in force until terminated by either party in writing. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice.

9. FILING. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 of or alternatively listed on the parties' web sites or other electronically retrievable public source, prior to this Agreement becoming effective.

10. NON-DELEGATION/NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.

11. HOLD-HARMLESS. Each party shall be liable and responsible for the consequence of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. **PROVIDED:** Neither this Agreement nor any content herein shall create an employer-employee or principal-agent relationship, and/or partnership or joint venture between the GCSO or the EPD.

12. Applicable Law - Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be a court of competent jurisdiction in Grant County, Washington.

13. Notices. All notices pursuant to this Agreement shall be in writing and shall be transmitted by facsimile or United States Postal service, postage prepaid. Any such notice is effective upon receipt by the party to whom the notice is directed. Proof of delivery via facsimile shall be sufficient upon showing of a receipt of successful transmission produced by the sending facsimile machine and indicating the telephone number to which the transmission was sent, provided that the receipt indicates the transmission was sent to the phone number of the intended recipient.

Notices shall be sent to the following addresses unless written notice of a change of address has been given pursuant hereto:

To GCSO: Dave Ponozzo, Undersheriff  
Grant County Sheriff's Office  
37 C Street NW, Ephrata  
Ephrata, WA 98837  
(509) 754-2011

To EPD: Chief of Police  
Ephrata Police Department  
121 Alder Street SW  
Ephrata, WA 98823  
(509) 754-2491

14. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

15. EXECUTION. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original shall be delivered to each party upon that party's execution of a counterpart original.

DATED this 26<sup>th</sup> day of January, 2014. <sup>5</sup>

BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON

Richard Stevens

Richard Stevens, Chair

Cindy Carter

Cindy Carter, Vice-Chair

Carolann Swartz

Carolann Swartz, Member

ATTEST:

Barbara J. Vasquez  
Barbara J. Vasquez  
Clerk of the Board

Approved as to form:

Dalton Lee Pence  
Dalton Lee Pence  
Deputy Prosecuting Attorney  
Date: \_\_\_\_\_

Tom Jones

Tom Jones, Grant County Sheriff

Date: 01-20-15

CITY OF EPHRATA

Chris Jacobson  
Chris Jacobson, Mayor for the City of Ephrata

Date: Chris Jacobson

Mike Warren

Mike Warren, Chief of Police

Date: 1/5/2014