

**INTER-AGENCY AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF LAKEWOOD
FOR THE PROVISION OF
FINGERPRINT AND FIREARM EXAMINATION SERVICES**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, authorizes agreements between jurisdictions;
and

WHEREAS, the Pierce County Sheriff's Department – hereinafter referred to as the "County" – provides technical support in the identification of criminal offenders; and

WHEREAS, this work includes processing of evidence for latent fingerprints, performing criminal identification through the comparison of crime scene latent prints to known offender inked impressions through the Automated Fingerprint Identification System (AFIS) computer, and provides Integrated Ballistics Identification System (IBIS) Operability examination for firearms; and

WHEREAS, the City of Lakewood on behalf of the Lakewood Police Department – hereinafter referred to as the "City" – has the need for utilization of the services of latent comparison work and operability examination for firearms; and

WHEREAS, the County is willing to provide these services to the City;

NOW THEREFORE; effective this 1st day of April 2023, the County and the City agree to following:

1. DUTIES/RESPONSIBILITIES OF THE COUNTY:

- a. The County will process latent fingerprints on evidence seized/collected by the City.
- b. The County will provide AFIS latent comparison work for fingerprints collected by or for the City.
- c. The County will provide IBIS operability examination for firearms seized/collected as evidence by the City.

2. DUTIES/RESPONSIBILITIES OF THE CITY:

- a. The City shall provide access to the evidence and property items for retrieval by the County.
- b. The City shall ensure proper evidence packaging and chain of custody.

3. BILLING:

- a. The County will provide these services to and for the City at an initial hourly rate per case of \$77.76 and will bill in quarter hour increments thereafter.
- b. The County will bill for the services on a monthly basis.
- c. The County will provide the City with an invoice for the provision of services to include the case number, hours, hourly rate, and the dates of service.
- d. Billings shall be mailed to:
City of Lakewood
6000 Main St. SW
Lakewood, WA 98499

- e. The City shall reimburse the County within 30 days of receipt of invoice by mailing payment to:
Pierce County Sheriff's Department
ATTN: Business Unit
930 Tacoma Ave. S.
Tacoma, WA 98402
- f. Rates may be adjusted annually by the County, and the new rate schedule will be provided to the City no less than 30 days prior to the beginning of each calendar year.

4. INDEMNIFICATION:

- a. The County shall protect, indemnify, and save the City harmless from and against any damage, cost or liability including reasonable attorney fees for injuries to persons or property arising from acts or omissions for the County, its employees, agents, or subcontractors, howsoever caused. The County will be responsible for any damages sustained by its employees or volunteer to City equipment and/or fixtures, and property held in evidence, and shall provide all repairs/replacements, as appropriate, at no cost to the City.
- b. The City shall protect, indemnify, and save the County, its appointed and elected officers, and employees harmless from and against any damages, costs of liability of any form, to include but not limited to judgments, settlements, and attorney fees, for any injuries or damages of any kind to persons or property arising from acts or omission of the City, its employees, agents, or subcontractors, howsoever caused. The City will be responsible for any damages caused by its employees or volunteer to City equipment and/or fixtures, and property held in evidence, and shall provide all repairs/replacements, as appropriate, at no cost to the County.

5. MODIFICATION: Any amendments to this agreement must be in writing and signed by all parties.

6. ENTIRE AGREEMENT: This written agreement constitutes the entire agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

7. TERM OF AGREEMENT: This agreement shall become effective April 1, 2023, and remain in effect through December 31, 2023. It shall automatically renew on January 1 of each calendar year thereafter unless either party chooses to terminate the agreement by providing 90 days written notice of termination.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # CC-104514

IN WITNESS WHEREOF, the parties have executed this Agreement this 1st day of May, 2023.

CONTRACTOR:

DocuSigned by:
John Caulfield
4119C67A6FBC466... 4/28/2023

Contractor Signature _____ Date _____

City Manager
Title of Signatory Authorized by Firm Bylaws

DocuSigned by:
B. Schumacher
4119C67A6FBC466... 4/28/2023

Contractor Signature _____ Date _____

City Clerk
Title of Signatory Authorized by Firm Bylaws

DocuSigned by:
Heidi Wachter
C28477557DCF47F... 5/1/2023

Contractor Signature _____ Date _____

City Attorney
Title of Signatory Authorized by Firm Bylaws

Name: City of Lakewood

Address: 6000 Main Street SW
Lakewood, WA 98499

PIERCE COUNTY:

Approved As to Legal Form Only:

DocuSigned by:
Kawyne Lund
C2D89128A34945D... 5/1/2023

Prosecuting Attorney _____ Date _____

Recommended:

DocuSigned by:
Gary Robinson
88F99CA97BBD418... 5/1/2023

Finance _____ Date _____

Approved:

DocuSigned by:
Ed Troyer
867D5D16B3894D4... 5/1/2023

Department Director _____ Date _____
(less than \$250,000)

County Executive (over \$250,000) _____ Date _____