AMENDMENT NO. 1 TO INTERLOCAL GOVERNMENT AGREEMENT BETWEEN THE CITY OF EVERETTAND SNOHOMISH COUNTY AND CITIES LOCATED WITHIN SNOHOMISH, KING AND SKAGIT COUNTIES FOR IN-SERVICE TRAINING

WHEREAS, in 2007 public agencies located in Snohomish County, King County and Skagit County, including the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mount Vernon, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the Town of Granite Falls and Snohomish County (hereinafter collectively referred to as the "2007 Participating Entities") entered into an Interlocal Agreement related to conducting regular in-service training sessions on various law enforcement topics; and

WHEREAS, the 2007 Agreement is currently set to be effective through December 31, 2012; and

WHEREAS, Snohomish County has withdrawn its participation subsequent to entering into the 2007 Agreement; and

WHEREAS, the City of Mount Vernon has withdrawn its participation subsequent to entering into the 2007 Agreement; and

WHEREAS, the city of Lynnwood has withdrawn its participation subsequent to entering into the 2007 Agreement; and

WHEREAS, as part of the Snohomish County Region of the Washington Criminal Justice Training Commission, the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, and Snohomish, (hereinafter collectively referred to as the "Remaining Participating Entities") have continued to conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is the typical coordinator of the regular in-service training sessions, and has incurred costs associated with these regular in-service training sessions, including but not limited to, acquisition of instructors for specialized classes and certifications, miscellaneous expendable goods, wear and tear on equipment, and use of facilities; and

WHEREAS, it is appropriate that the Remaining Participating Entities share in the costs associated with hosting, conducting, and participating in the regular in-service training sessions; and

WHEREAS, the increased costs associated with the annual training require an increase in the payment contribution from the Remaining Participating Entities;

NOW THEREFORE, the 2007 Participating Entities agree to amend and modify the 2007 Agreement as follows:

JL 5683
CON - 5-13-26
8/1/2011 - 12/31/2012

1. Section 1.0 "Payment" is modified to read as follows:

Participating Entities – Payment
This Agreement's Participating Entities are the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, and Snohomish. Each Participating Entity shall contribute fees at the rates indicated below* per year toward paying for the costs of instructors, classes and certifications, equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for the year 2007 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2007. Subsequent payments shall be made on or before January 31 of each year thereafter, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 4 below.

*Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

Less than 50 officers	$400.00 per year
50 – 100 officers	$600.00 per year
Over 100 officers	$800.00 per year

The annual contribution entitles each Participating Entity to have officers attend the regular training sessions.

2. Section 11.0 "Execution of Multiple Counterparts" is modified to read as follows:

Execution of Multiple Counterparts
This Agreement and any Amendment thereto, may be reproduced in any number of original counterparts. Each participating agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the participating agencies.

CITY OF EVERETT, a Washington municipal corporation

By: Ray Stephanson
Ray Stephanson, Mayor

4-5-2011
Date

ATTEST:

Sharon Marks
Sharon Marks, City Clerk
Date: 4/5/11

City of Edmonds
Participating Entity

By: Mike Cooper
Typed/Printed Name: Mike Cooper
Position/Office: Mayor
8-4-2011
Date

ATTEST:

Sandra A. Chase
Date: 8-9-2011

APPROVED AS TO FORM:

James D. Iles

James, D. Iles, City Attorney
Date: 4/5/11

APPROVED AS TO FORM:

Sharon E. Cates

Date: 8/4/11
OFFICE OF THE CITY ATTORNEY

INTERLOCAL GOVERNMENT AGREEMENT BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY AND CITIES LOCATED WITHIN SNOHOMISH, KING AND SKAGIT COUNTIES FOR IN-SERVICE TRAINING.

THIS AGREEMENT is made and entered into this 25th day of January 2007, by and between the City of Everett and the city of Edmonds.

RECITALS:

WHEREAS, RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which each agency is authorized by law to perform; and

WHEREAS, public agencies located in the Snohomish County , King County and Skagit County including the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mount Vernon, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the Town of Granite Falls and Snohomish County (herein after collectively referred to as the "Participating Entities") comprise the Snohomish County Regional Training Group and are empowered by law to train their law enforcement personnel; and

WHEREAS, the Participating Entities conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is typically the host of the regular in-service training sessions, and has incurred and will incur costs associated with these regular in-service training sessions, including but not limited to, miscellaneous expendable goods, wear and tear on equipment, and the use of facilities, and

WHEREAS, other Participating Entities may host the regular in-service training sessions at future times; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting and participating in the regular in-service training sessions;

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties agree as follows;

POLICE IN-SERVICE TRAINING - EDMONDS

1.0 Payment

The undersigned Participating Entities shall contribute fees at the rates indicated below* per year toward paying for the costs of equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for the year 2007 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2007. Subsequent payments shall be made on or before January 31 of each year thereafter, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 4 below.

- Participating Entities shall contribute fees at a rate commensurate to the number of sworn officers in the agency.

Less than 50 officers	$200.00 per year
50-100 officers	$300.00 per year
Over 100 officers	$400.00 per year

The annual contribution entitles each Participating Entity to have officers attend the regular training sessions.

2.0 Scope of Services

2.1 Until notice of a change is given, in accordance with Section 4 below, the Everett Police Department shall coordinate the facilities necessary to conduct regular in-service training sessions. The Everett Police Department shall schedule regular in-service training sessions on various law enforcement –related topics, and shall give reasonable prior notice to each Participating Entity of the date, time and place where each training session will be held, and the nature of the topic for each regular training sessions.

2.2 Training for Participating Entities' personnel shall be jointly provided by the law enforcement personnel of the Participating Entities.

3.0 Effective Date

The initial term of this Agreement shall commence on January 1, 2007 and it shall continue in effect through December 31, 2012, unless sooner terminated as provided under this Agreement. Thereafter, this Agreement shall automatically renew and continue on a year to year basis, until terminated as provided under this Agreement.

4.0 Changes

4.1 This Agreement may be modified by mutual agreement of the Participating Entities. No such amendment shall be effective until it is reduced to writing and signed by all Participating Entities with the same formality as this Agreement.

4.2 The fund custodian and regular in-service site may be changed by the majority agreement of the Participating Entities without modifying this Agreement, but with reasonable notice to all Participating Entities.

5.0 Waiver

No waiver by any party of any term of condition of this Agreement shall be deemed or construed as a wavier of any other term of condition, nor shall a wavier of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.0 Allocation of Liability / Insurance

6.1 Each Participating Entity shall be responsible for the conduct and liability of its own personnel in the performance of this Agreement. Each Participating Entity shall maintain appropriate insurance coverage for the activities occurring under this Agreement, including but not limited to personal injury, death and property damage limits of not less than $1,000,000 (one million dollars) per occurrence, or provide proof of participating in an insurance pool providing equivalent or greater coverage acceptable to the city.

6.2 This Section 6 shall survive termination of this Agreement.

7.0 Legal Requirements

The Participating Entities shall comply with all applicable federal, state and local laws in performing this Agreement.

8.0 Termination

8.1 Any Participating Entity may terminate or suspend its participation in this Agreement, with or without reason, by providing written notice to the other Participating Entities at least thirty (30) days prior to the effective date of any such termination or suspension.

8.2 Termination shall not relieve a Participating Entity of its obligations as set forth in section 6 and shall not entitle it to any refund.

9.0 Entire Agreement – Severability

This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought only in the Superior Court of Washington for Snohomish County. This Agreement constitutes the entire agreement of the parties. Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall not be affected, and the same shall continue in full force and effect.

10.0 Agreement- Amendment

This Agreement contains the terms and conditions agreed upon by the Participating Entities. The Participating Entities agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written instrument executed by the Participating Entities.

11.0 Execution of Multiple Counterparts

This Agreement may be reproduced in any number of original counterparts. Each participating agency need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the participating agencies.

12.0 Recording

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor.

13.0 Interlocal Cooperation Act

The parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. If determined by a court to be necessary for the purposes of the Interlocal Cooperation ACT, Ch. 39.34 RCW, by an administrator or joint board responsible for administering the Agreement will be established by mutual agreement. Any real or personal property used by the parties in connection with this

Agreement will be acquired, held and disposed of by that party in its discretion, and other parties will have no joint or other interest herein.

14.0 Liability

No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein. None of the parties to this Agreement assume any duty to any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

Participating Entity

By: City of Edmonds

Its: Mayor

ATTEST:

Clerk

ATTEST:

Sandra Chase by Linda Hynd, Deputy City Clerk

Clerk

APPROVED AS TO FORM:

City Attorney

Elmer E. "Ned" Johnston, Jr.

APPROVED AS TO FORM:

City Attorney

By:

INTERLOCAL GOVERNMENT AGREEMENT BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY AND CITIES LOCATED WITHIN SNOHOMISH, KING AND SKAGIT COUNTIES FOR IN-SERVICE TRAINING.

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RECITALS:

WHEREAS, RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which each agency is authorized by law to perform; and

WHEREAS, public agencies located in the Snohomish County , King County and Skagit County including the cities of Arlington, Bothell, Brier, Edmonds, Everett, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mount Vernon, Mountlake Terrace, Mukilteo, Snohomish, Sultan and the Town of Granite Falls and Snohomish County (herein after collectively referred to as the "Participating Entities") comprise the Snohomish County Regional Training Group and are empowered by law to train their law enforcement personnel; and

WHEREAS, the Participating Entities conduct regular in-service training sessions on various law enforcement topics; and

WHEREAS, the City of Everett Police Department is typically the host of the regular in-service training sessions, and has incurred and will incur costs associated with these regular in-service training sessions, including but not limited to, miscellaneous expendable goods, wear and tear on equipment, and the use of facilities, and

WHEREAS, other Participating Entities may host the regular in-service training sessions at future times; and

WHEREAS, it is appropriate that all of the Participating Entities share in the costs associated with hosting, conducting and participating in the regular in-service training sessions;

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties agree as follows;

CON-5-13-26
1-1-07 to 12-31-12
3936

1.0 Payment

The undersigned Participating Entities shall contribute fees at the rates indicated below* per year toward paying for the costs of equipment wear and tear, and expendable items used in the regular in-service training sessions: Payment for the year 2007 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2007. Subsequent payments shall be made on or before January 31 of each year thereafter, and shall be payable to the City of Everett as custodian of the funds until notice of a change of custodian is given in accordance with Section 4 below.

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Ray Stephanson, Mayor

Participating Entity

By: City of Edmonds

Its: Mayor

ATTEST:

Clerk

ATTEST:

Sandra Chase by Linda Hynd, Deputy City Clerk

Clerk

APPROVED AS TO FORM:

City Attorney

Elmer E. "Ned" Johnston, Jr.

APPROVED AS TO FORM:

City Attorney

By: