

**INTERLOCAL GOVERNMENT AGREEMENT BETWEEN THE
CITY OF EVERETT, SNOHOMISH COUNTY AND THE CITIES OF SNOHOMISH AND
KING COUNTIES FOR IN-SERVICE TRAINING SESSIONS**

THIS AGREEMENT is dated for reference purposes January 1, 2022, by the following governmental entities ("Participating Entities"):

City of Arlington
City of Bothell
City of Brier
City of Edmonds
City of Everett
City of Lake Stevens

City of Lynnwood
City of Mill Creek
City of Monroe
City of Mountlake Terrace
City of Mukilteo
Tulalip Tribal Police

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, 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, training officers, miscellaneous expendable goods, wear and tear on equipment, and 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:

1.0 Payment

The undersigned Participating Entities 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 each year shall be made on or before January 31 of each year, 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 5 below.

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

Less than 50 officers	\$800.00 per year
50 – 100 officers	\$1200.00 per year
Over 100 officers	\$1600.00 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 5 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 session.
- 2.2 Training for Participating Entities' personnel shall be jointly provided by the law enforcement personnel of the Participating Entities as provided in Section 3 of this agreement.

3.0 Participating Entity Commitment

- 3.1 All Participating Entities shall make available a minimum of one trainer or equivalent Full Time Employee (FTE) for each Police Skills Refresher (PSR) week in any given month. A Participating Entity that does not make available one trainer/FTE for any consecutive or non-consecutive four (4) months in a rolling twelve-month period will not be allowed to enroll their officers in any subsequent PSR trainings until such time that they meet this minimum commitment requirement. It is recognized that a Participating Entity trainer/FTE may not be needed during a particular month, and if this occurs, the Participating Entity shall be given a minimum 7-day notice that their trainer/FTE is not needed. If a trainer/FTE is made available but notified that he/she is not needed in

compliance with this section, the Participating Entity will be deemed to have provided a trainer/FTE for that month.

3.2 Any Participating Entity that does not make available one trainer/FTE during any 9 months over a rolling 12-month period will be removed as a Participating Entity and party to this agreement on January 1 of the following calendar year. The Participating Entity shall forfeit any rights and contributions provided pursuant to Section 1 of this Agreement.

4.0 Effective Date

The initial term of this Agreement shall commence on January 1, 2022 or the date when the City of Everett and one other Participating Entity have executed this Agreement, whichever is later. This Agreement shall continue in effect through December 31, 2026, 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.

5.0 Changes

5.1 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.

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

6.0 Waiver

No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver 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.

7.0 Allocation of Liability/Insurance

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 self-insurance or of participating in an insurance pool.

8.0 Legal Requirements

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

9.0 Withdrawal or Suspension

- 9.1 Any Participating Entity may withdraw 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 withdrawal or suspension.
- 9.2 Withdrawal terminates the Participating Entity as a party to this Agreement, but shall not entitle it to any refund of contributions pursuant to Section 1.
- 9.3 Suspension relieves the Participating Entity of its obligations under Section 3 of this Agreement for the duration of the suspension.
 - a. Suspension shall not entitle it to any refund of contributions paid pursuant to Section 1.
 - b. A suspended Participating Entity may resume participation in this Agreement by providing written notice to the other Participating Entities at least thirty (30) days prior to the first day of the next scheduled PSR week. Resumption of participation resumes the Participating Entity's rights and obligations under this Agreement.
 - c. In the event that a Participating Entity is suspended when payment pursuant to Section 1 becomes due, and the Participating Entity subsequently resumes participation, payment according to Section 1 shall become due by the end of the month in which the Participating Entity resumes participation.

10.0 Termination

- 10.1 This Agreement may be terminated by mutual agreement, by simple majority, of then-current Participating Entities. All funds remaining in the Snohomish County Regional Training Group fund shall be disbursed pro-rata to the current Participating Entities in proportion to their most recent contribution as provided in Section 1.
- 10.2 Upon termination of the agreement, any equipment provided to the Snohomish County Regional Training Group by a Participating Entity will be returned to that jurisdiction.

11.0 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 the 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.

12.0 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. However, a new Participating Entity not originally listed on this Agreement may be added to this Agreement (after a majority vote of approval by then-existing Participating Entities) by execution of this Agreement by the new Participating Entity without any Agreement amendment necessary.

13.0 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.

14.0 Recording

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor or listed by subject on a public agency's website or other electronically retrievable public source.

15.0 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 purpose of the Interlocal Cooperation ACT, Ch. 36.34 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.

16.0 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.

17.0 Signature Pages

The City of Everett shall execute this Agreement by signature on the City of Everett Signature Page below. All other Participating Entities shall execute this Agreement by signature on a signature page such as the Participating Entities Signature Page below. Execution and delivery of this Agreement and any amendments by the Participating Entities shall be legally valid and effective through: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or similar e-signature method.

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

PARTICIPATING ENTITY SIGNATURE PAGE

Participating Entity Name: CITY OF MULILTED

Signature:  Joe Marine

Printed Name: JOE MARINE

Title: MAYOR

CITY OF EVERETT SIGNATURE PAGE

CITY OF EVERETT

Cassie Franklin, Mayor

By: _____

Its: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By: