FIRST ADDENDUM TO INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (REGION 1 SWAT) COOPERATION

THIS FIRST ADDENDUM TO INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (REGION 1 SWAT) COOPERATION (this "Addendum") is entered into as of this 27 day of July, 2017 (the "Effective Date"), by and among SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), the CITY OF EVERETT, a Washington municipal corporation (the "City"), and the CITY OF LAKE STEVENS, a Washington municipal corporation.

RECITALS

A. The parties are public agencies as defined by chapter 39.34 RCW and chapter 10.93 RCW, and are authorized to entered into interlocal agreements to provide for joint or cooperative actions to provide 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

B. The parties recognize that incidents of a serious criminal nature do occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. These incidents create demand on each party's resources. The parties believe these resources are economically served by combining resources to form a cooperative Special Weapons and Tactics Team (hereinafter "Region 1 SWAT").

C. The goal of this Agreement is to establish and maintain a multi-jurisdictional Cooperative SWAT Team to effectively respond to high risk criminal occurrences as described below.

D. The SWAT Team shall be specially trained and equipped to provide a cooperative and joint effort between the municipal entities to respond to and resolve criminal activity of a high risk nature.

E. The parties now desire to create a collaborative SWAT Team that will facilitate increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge and equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in, this Agreement.

AGREEMENT

In consideration of the mutual promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ADDITION OF PARTY TO THE AGREEMENT

The City of Lake Stevens is hereby added as a party to the Agreement, effective as of the date of this Addendum. All references in the Agreement to the term "City" shall henceforth be deemed to include the City of Lake Stevens. All terms and conditions of the Agreement applicable to the City shall now also apply to the City of Lake Stevens.

2. RATIFICATION

Except as expressly modified by this Addendum, the Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

3. EXECUTION IN COUNTERPARTS

This Addendum may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

CITY OF LAKE STEVENS:

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: Kurt Hult
Title: Mayor Pro Tem

Approved as to Form:

_____
City Attorney

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: SUSAN NEELY
Title: Executive Director

Approved as to Form:

_____
Deputy Prosecuting Attorney

CITY OF EVERETT:

The City of Everett, a Washington municipal corporation

By _____
Name: Ray Stephanson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM

_____
JAMES D. ILES, City Attorney

AGREEMENT

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IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

CITY OF LAKE STEVENS:

The City of Lake Stevens, a Washington municipal corporation

By _____
Name: Kurt Hilt
Title: Mayor Pro Tem

Approved as to Form:

_____
City Attorney

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: SUSAN NEELY
Title: Executive Director

Approved as to Form:

_____ 6/7/17
Deputy Prosecuting Attorney

CITY OF EVERETT:

The City of Everett, a Washington municipal corporation

By _____

Agreement amendment

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#8

PROJECT TITLE:

First Addendum to Interlocal Agreement for Special Weapons and Tactics Team (Region 1 SWAT) Cooperation to add the City of Lake Stevens to the Team

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Department	Police
Contact Person	Mark St. Clair
Phone Number	425-257-8432
FOR AGENDA OF	June 21, 2017

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
	Original Agreement – January 15, 2014	Addendum, 2014 Interlocal Agreement for Region 1 SWAT	Police, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

In 2014, the Everett Police Department and Snohomish County Sheriff's Office entered into an interlocal agreement to create a combined Special Weapons and Tactics response team known as the Region 1 SWAT Team. Operating as a combined team centralizes resources, staffing, and expertise and allows the agencies to work together at tactical incidents on a countywide level. The attached addendum adds the City of Lake Stevens to Region 1 SWAT, which is allowable per Section 19 of the original interlocal agreement. Incorporating the City of Lake Stevens into the agreement is not expected to increase the number of calls for service requiring a response from Region 1 SWAT, as the team is already assisting in their jurisdiction when the need arises. All terms and conditions under the original agreement remain in effect.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the First Addendum to the Interlocal Agreement for Special Weapons and Tactics Team (Region 1 SWAT) Cooperation to add the City of Lake Stevens to the team no cost to the City.

Council approved 6/21/17