FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BOTHELL, EDMONDS, KIRKLAND, LAKE FOREST PARK, LYNNWOOD, MILL CREEK, MONROE, MUKILTEO, AND MOUNTLAKE TERRACE; FOR THE NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS (SWAT)/ CRISIS NEGOTIATING TEAM (CNT)

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (First Amendment) is entered into by and between the City of Bothell, a Washington municipal corporation (Bothell), the City of Edmonds, a Washington municipal corporation (Edmonds), the City of Kirkland, a Washington municipal corporation (Kirkland), the City of Lake Forest Park, a Washington municipal corporation (Lake Forest Park), the City of Lynnwood, a Washington municipal corporation (Lynnwood), the City of Mill Creek, a Washington municipal corporation (Mill Creek), the City of Monroe, a Washington municipal corporation (Monroe), the City of Mukilteo, a Washington municipal corporation (Mukilteo), the City of Mountlake Terrace, a Washington municipal corporation (Mountlake Terrace), and the City of Redmond, a Washington municipal corporation (Redmond) (collectively referred to as Parties or Cities).

WHEREAS, the Cities are public agencies as defined by Chapters 39.34 and 10.93 RCW, and are authorized to enter 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

WHEREAS, incidents of a serious criminal nature occur which require a need for a specially trained and equipped unit to effectively resolve the situation. These incidents create a demand upon the undersigned Cities respective to resources which are better and more economically served by combining resources to form a joint specialty team called the NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS, (the SWAT Team); and

WHEREAS, in June of 2015, the Cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo and Mountlake Terrace entered into the "Interlocal Agreement Between the Cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo and Mountlake Terrace; for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT)" (the Interlocal Agreement), for the purpose of creating the SWAT Team and establishing the respective Cities' rights, duties and obligations regarding the SWAT Team; and

WHEREAS, the Parties to the Interlocal Agreement and the City of Redmond wish to add the City of Redmond to the Interlocal Agreement through the execution of this First Amendment to the Interlocal Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Amendment to the Preamble to the Interlocal Agreement to Add City of Redmond to the Interlocal Agreement. The Preamble to the Interlocal Agreement is amended to add the City of Redmond, a Washington municipal corporation, as a Party to the Interlocal Agreement. The City of Redmond shall be included in the terms "Party," "Parties," "City" and "Cities." By executing this First Amendment, the City of Redmond agrees to the terms and conditions of the Interlocal Agreement.

2. Amendment to Section 3 of the Interlocal Agreement. The introductory paragraphs of Section 3 of the Interlocal Agreement are amended to read as follows:

> The undersigned Cities hereby create an Executive Board (Board) to direct the SWAT Team. The Executive Board shall be comprised of the Police Chiefs of all participating Cities. Based upon recommendations from the SWAT Commander and or Board members, the Board reviews and approves changes and updates to the SWAT Policy and Procedures Manual (SWAT Policy) and also provides approval and gives direction on operational matters as presented and requested by the SWAT Team Commander.
>
> Each member of the Board shall have an equal vote and voice on all Board decisions. All decisions, except those related to the SWAT Policy and Procedure manual, shall be made by a majority of voting Board members, provided a quorum of six~~five~~ (6~~5~~) Board members are present. SWAT Policy and Procedure decisions shall require a unanimous vote from all Board members. The Board will meet at least once a quarter.

3. Amendment to Section 10 of the Interlocal Agreement. Section 10 of the Interlocal Agreement is amended to read as follows:

> **10. NOTICES AND CONTACTS**
>
> Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Bothell
Attn: Police Chief
18410 101st Ave., N.E.
Bothell WA 98011

City of Edmonds
Attn: Police Chief
250 5th Ave., N.
Edmonds WA 98020

City of Kirkland
Attn: Police Chief
123 5th Ave.
Kirkland, WA 98033

City of Lake Forest Park
Attn: Police Chief
17425 Ballinger Way, N.E.
Lake Forest Park WA 98155

City of Lynnwood
Attn: Police Chief/Purchasing

City of Mill Creek
Attn: Police Chief

19321 44th Ave., W.
Lynnwood WA 98036

15728 Main St.
Mill Creek, WA 98012

City of Monroe
Attn: Police Chief
806 West Main Street
Monroe WA 98272

City of Mountlake Terrace
Attn: Police Chief
5906 232nd St., S.W.
Mountlake Terrace WA 98043

City of Mukilteo
Attn: Police Chief
10500 47th PL W.
Mukilteo, WA 98275

City of Redmond
Attn: Police Chief
8701 160th Ave NE
Redmond, WA 98052

Notices mailed by any City shall be deemed effective on the date mailed. Any City may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other Cities written notice of not less than seven (7) days prior to the effective date.

4. Amendment to Title of the Interlocal Agreement. The title of the Interlocal Agreement is amended to read as follows:

INTERLOCAL AGREEMENT FOR THE NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS (SWAT)/ CRISIS NEGOTIATING TEAM (CNT)

5. No Further Changes or Modifications. Except as otherwise specifically provided in this First Amendment, the terms, conditions, and provisions of the Interlocal Agreement shall remain in full force and effect.

6. Execution. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

7. Filing. As provided by RCW 39.34.040, this First Amendment shall be filed prior to its entry in force with the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City.

Dated this 1ST day of JUNE, 2016.

CITY OF BOTHELL

By: _____
Title: _____
Dated: 2-11-16

ATTEST:

By: _____
City Clerk
Dated: 2/12/16

APPROVED AS TO FORM:

By: _____ for
City Attorney Joe Beck
Dated: 2/8/16

CITY OF EDMONDS

By: _____
Title: Mayor
Dated: 1.23.16

ATTEST:

By: _____
City Clerk
Dated: 1-25-16

APPROVED AS TO FORM:

By: Sharon Cates
City Attorney
Dated: 1-23-16

CITY OF KIRKLAND

By: Marilynn Beard
Title: Deputy City Manager
Dated: 4/7/16

ATTEST:

By: Kathy Anderson
City Clerk
Dated: 4-13-16

APPROVED AS TO FORM:

By: Kevin Raymond
City Attorney
Dated: 04/13/16

CITY OF LAKE FOREST PARK

By: _____
Title: Mayor
Dated: 2/11/2016

ATTEST:

By: _____
City Clerk
Dated: 2/11/16

APPROVED AS TO FORM:

By: _____
City Attorney
Dated: 2-11-16

CITY OF LYNNWOOD

DocuSigned by:

By: Mayor Smith

Title: Mayor A65F8491F854468...

Dated: 3/9/2016

ATTEST:

DocuSigned by:

By: Sonja Springer

City Clerk 0BC7AD4EEA0748E...

Dated: 3/9/2016

APPROVED AS TO FORM:

DocuSigned by:

By: Rosemary Larson

City Attorney C167B97046CD409...

Dated: 3/9/2016

CITY OF MILL CREEK

By: Rebecca C. Polizzotto
Title: City Manager
Dated: 5.11.2016

ATTEST:

By: _____
City Clerk
Dated: 5/11/16

APPROVED AS TO FORM:

By: n/a
City Attorney
Dated: _____

CITY OF MONROE

By: _____
Title: Mayor
Dated: 4/5/2016

ATTEST:

By: _____
City Clerk
Dated: 04/05/2016

APPROVED AS TO FORM:

By: _____
City Attorney
Dated: 4/5/16

CITY OF MUKILTEO

By: _____
Title: Mayor
Dated: 2-2-16

ATTEST:

By: _____
City Clerk
Dated: 2-2-16

APPROVED AS TO FORM:

By: _____
City Attorney
Dated: _____

CITY OF MOUNT LAKE TERRACE

By: [illegible]
Title: [illegible]
Dated: [illegible]

ATTEST:

By: [illegible]
City Clerk
Dated: 12-1-14

APPROVED AS TO FORM:

By: Corey G. Schaag
City Attorney
Dated: 12-1-2014

CITY OF REDMOND

By: Jane Christensen
Title: DEPUTY CITY ADMINISTRATOR
Dated: 3/8/16

ATTEST:

By: Michelle M. Hart
City Clerk
Dated: 3/10/16

APPROVED AS TO FORM:

By:
City Attorney
Dated: 3/8/16