MONROE CITY COUNCIL

Agenda Bill No. 20-018

SUBJECT:	***Authorize Mayor to Sign Interagency Agreement with the Arlington Municipal Airport.***

DATE:	**DEPT:**	**CONTACT:**	**PRESENTER:**	**ITEM:**
01/14/2020	Police	Jeff Jolley	Jeff Jolley	New Business #4

Discussion: 1/14/2020

Attachments:
1. Arlington Municipal Airport Agreement
2. Interlocal Government Agreement Regarding In-Service Training Sessions

POLICY CONSIDERATIONS

LEXIPOL POLICY 204.4, Training Plan. All sworn members will successfully complete an annual in-service training program of no less than 24 hours.

DESCRIPTION/BACKGROUND

The use of the Arlington Municipal Airport is for the purpose of conducting required, annual Emergency Vehicle Operator Course (EVOC) training for the 2020 calendar year.

The City of Monroe has an interlocal government agreement (attachment 2) with the Snohomish County Regional Training Group which conducts regular in-service training to Snohomish County Law Enforcement Agencies on various topics to include Emergency Vehicle Operator Course (EVOC). The training "host" of the in-service training sessions is the City of Everett which has had an agreement with Arlington Municipal Airport in years past. The agreement is now required of all participating law enforcement agencies.

The acreage required for the driving training course is 2 acres, which costs $144.60 per day as well as a yearly administrative fee of $100 is paid by the "host" City of Everett for all participants out of the yearly fees collected from each agency.

FISCAL IMPACTS

The City of Monroe pays $800 a year for the regional training. Fees associated with the Arlington Municipal Airport will be paid by the "host" City of Everett from these. The yearly cost is included in the 2020 budget.

TIME CONSTRAINTS

The agreement is for use of the Arlington Municipal Airport for the Emergency Vehicle Operator (EVOC) Training; beginning January 1, 2020 through December 31, 2020

ALTERNATIVES

Do not approve the agreement and provide direction to the Mayor and Staff regarding areas of concern.

ARLINGTON MUNICIPAL AIRPORT
USE AGREEMENT

VARIABLE SECTION:

General

The City of Arlington/Arlington Municipal Airport and the City of **Monroe** ("permittee") agree that the permittee, may use and occupy the following prescribed real property ("the property" or "the premises"): that part of the land within the boundary of the Arlington Municipal Airport that is shown on the attached Exhibit A.

Such use is for the purpose of conducting driver training for the Everett Police Department and other members of the Regional Training Group established under INTERLOCAL GOVERNMENT AGREEMENT REGARDING IN-SERVICE TRAINING SESSIONS, including without limitation permittee, for the 2020 Calendar Year. Each occurrence of permittee's use of the Premises under this agreement is an "event".

1. Fees – This land use permit is issued for the periods listed above and may be reviewed by the Arlington City Council and Airport Commission on a yearly basis. This entire agreement is open to review and possible approval/disapproval on an annual basis by the City of Arlington/Arlington Municipal Airport. It is revocable for any breach of the conditions noted herein. **An administrative fee of $100 is required each year this agreement is renewed.** Permittee is responsible for all damages.

The property being utilized shall be considered rented for any day in which the permittee conducts the event. This shall include the set-up and teardown of the event. The payment for this use fee shall be mailed or hand delivered to the City of Arlington or the Arlington Municipal Airport Office.

Acreage required for this usage totals **2 acres**, which equals **$144.60 per day**. The land use fee shall be paid quarterly.

The permittee shall have the right of first refusal regarding use of the event site if another user approaches the airport for the use of the entire event site.

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MASTER SECTION:

1. Late Charges - There shall be assessed and the *permittee* shall pay upon any installment of the use fee or portion thereof not paid within twenty (20) days after such fee installment is due and payable, a late charge penalty for each week or fraction thereof the use fee or portion thereof is not paid equal to five percent (5%) of the amount for such use fee or portion thereof (plus accrued late charge penalties, if any) due and payable. The amount of such late charge penalty shall be added to the amount due each month, and the total thereof shall be subject to a late charge for each succeeding month of fraction thereof in the amount of five percent (5%) of the total.

2. Insurance

A. Insurance Term

The permittee shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the permittee and his or her guests, representatives, volunteers and employees.

B. No Limitation

Permittee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Required Insurance

Permittee's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City shall be named as an additional insured on permittee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the permittee's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the permittee's insurance and shall not contribute with it.

D. City Full Availability of Permittee Limits

If the permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the permittee, irrespective of whether such limits maintained by the permittee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the permittee.

E. Certificate of Insurance and Acceptability of Insurers

The permittee shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. Participation in a City risk pool with equivalent coverage shall be considered compliant with this section.

3. Event Equipment - The *permittee* will supply at its expense all equipment to conduct the event including portable toilets, tents, portable operations buildings, food vending operations, fencing, and other miscellaneous equipment, such as aviation band radios, cell phones, etc.
It is agreed that: **(A)** The *permittee* will provide their own security service and also adequate fire extinguishers and signage to comply with requirement imposed by the Arlington Fire Department. **(B)** The *permittee* will provide adequate signage and guidance on roads and streets surrounding the airport to citizens attending the event. **(C)** The *permittee* shall observe all federal, state and local laws, orders or regulations applicable to the premises including the erection of antennas, signs, displays, and shall keep the premises in a neat, orderly, safe and sanitary condition. **(D)** The *permittee* shall not close any roadway normally in public use without proper approval.

4. Set-Up/Teardown - **(A)** The *permittee* shall coordinate the setup, erection, cordoning, blocking, rerouting, teardown, fencing, or other activities to prepare the premises for the event, all of which may have the potential for disrupting normal airport operations, with the Airport Manager prior to commencement of the same. A detailed plan may be required by the Airport Manager prior to approving the same. *Permittee* acknowledges that plans for activities which may interfere with the operational surfaces of the airport, including all runways, taxiways, landing areas, and surface roads, must be provided to the Airport Manager during regular business hours and in sufficient time for the Airport Manager to review and approve the same, and to give prior notice to the Federal Aviation Administration and the local users of the operational surfaces.

(B) All labor required for the setup, erection, cordoning, blocking, rerouting, teardown, fencing, or other activities to prepare the premises for the event shall be provided by *permittee* and at *permittee's* expense. In the event *permittee* wishes to contract with the airport for any of these services, the same shall be done by separate written agreement following the provision of an estimate for the same. Any charges resulting from said written agreement will provide for the reimbursement to the airport of its actual costs to provide the services. Provision of these services by the airport is discretionary, and is subject to the *permittee* providing the airport with sufficient advance notice so as to allow for planning to avoid undue hardship or excessive overtime costs.

(C) The *permittee* shall not cut any trees on the property without the prior approval of the Airport Manager, and shall take all reasonable precautions to prevent and suppress forest, brush and grass fire; to prevent the pollution of any water on or in the vicinity of the land; and to provide for the protection of game birds or animals and or domesticated animals known to frequent the areas of occupation. In addition, the *permittee* shall return the used site to the condition of that area prior to the event. This will include collection and removal of all litter, dismantling of all use structures, fences, portable toilets and other items connected with the event. Any vegetation disturbed during the use (i.e. turf) shall be returned to original condition. This will include seeding, fertilizing, watering, grooming and any other means necessary to return the vegetation to a condition that equals or betters its pre-event state. Also any pavement breakdown due to this use will be brought back to pre-use standard.

(D) Any and all airport surfaces used by the *permittee* shall be returned to the airport in a condition at least as good as before the event. Where any vegetation has been disturbed, *permittee* shall restore the same using appropriate landscaping practices, including the application of topsoil, fertilizer, seeding and watering, to ensure proper repair or restoration. The airport shall remain responsible for maintaining in the operational surfaces of the airport during the term of the use agreement; the responsibility for checking and grooming all non-operational surfaces shall be *permittees*.

(E) *Permittee* shall not alter any airport surface or facility without the prior written approval of the Airport Manager. Airport may, in airport's discretion, agree to share in the costs of any such improvements deemed by airport to be appropriate and of general benefit to the airport or its users.

5. Safety - The *permittee* will take all reasonable steps to avoid the creation of unsafe flying conditions in and around the airfield. This will include, but not be limited to, briefing all participants on observing safe practices around the airfield, staying away from the active runway, taxiways and aircraft parking areas and respecting an aircraft's right-of-way at all times. The *permittee's* representative shall meet with the Airport Manager as necessary for safety briefings on the airfield situation. Additionally, to facilitate the above items, an airport site visit or orientation tour is highly recommended.

6. Area of Usage - As discussed and agreed upon the *permittee's* event shall only utilize the area as depicted on the attached site map.

7. Accidents/Indemnity - The *Permittee* has personally inspected the premises and is informed as to all risks which may be associated with the planned activities on the premises above

described. Being fully informed as to the risks and in consideration of being given the privilege to utilize the property, *Permittee*, on behalf of itself and its elected and appointed officials, employees and agents, agree to assume all risks in connection with Permittee's use of the property and further agrees to hold harmless and defend the City of Arlington, its elected and appointed officials, employees and volunteers, for any injury or damages which may occur to Permittee, its elected and appointed officials, employees, volunteers or invitees while on the property. Permittee further agrees to hold harmless, defend and indemnify the City of Arlington, its elected and appointed officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Permittee's use of Premises or from any activity, work or thing done, permitted, or suffered by Permittee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

8. Utilities - The *permittee* hereby covenants and agrees to pay all charges for heat, light, water and sewer, and for all other public utilities which shall be used in or charged against the event. To the extent mandated by applicable regulations and required by the City in writing, *Permittee* shall at its cost construct and keep in repair a suitable septic tank or other lawful sewage system, in accordance with Snohomish County Health and Sanitary Regulations. Any permits therefor which may be required shall be secured by *permittee* at *permittee's* expense prior to installation.
9. Munitions - The *permittee* understands that permission to use the airport land does not grant permission to use any type of munitions, smoke, pyrotechnics, chemical training agent, gas, or explosive training devices to include blank rifle ammunition. Permission to use such devices will be given separately and is always subject to immediate verbal revocation by the Airport Manager or his representatives. If the *permittee* desire to use such devices, he must specify in writing at least six months in advance to the Airport Manager or his representative the following: type, smoke and noise producing effects, persistency of smoke, pyrotechnics the intended use site and the time of use. Further, *permittee* shall obtain approval from the Puget Sound Air Pollution Control agency at least one month prior to use. A copy of said approval shall be given to the Airport Manager. Further, *permittee* must guarantee that all such devices or their residue will be removed from the airfield and safely disposed of prior to his departure. The Airport Manager reserves the right to approve in part or in entirety or deny completely the use of such devices. Additionally, the presence of weapons, whether real or fake, requires the written permission of the Airport Manager. In such case the only weapons loaded with live ammunition will be those used by the Arlington Police Department. The *permittee* shall inform the local law enforcement officers to include the Arlington City Police Chief, Snohomish County Sheriff and the local Washington State Patrol office of the number and type of weapons to be used at least four weeks in advance.

10. Usage - The *permittee* shall conduct and carry on in said premises only the business usage for which said premises are to be used, and shall not use the premises for illegal purposes. The *permittee* will cooperate with and notify the responsible enforcement agency of any illegal or unlawful activity which becomes known during the period of occupancy.

11. Access - The *permittee* will allow the Airport Manager or his/her representative free access at all times to said premises for the purpose of inspection. Nothing herein shall be constructed as in anyway limiting the authority of the airport/city building official under existing law.

12. Notice - All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage pre-paid, to the receiving party at its address, or to such other address as the receiving party may notify the sender beforehand referring to its use agreement.

13. Governmental Fees - All fees due under applicable law to the city, county or state on account of any legal inspection made on premises by any officer thereof, shall be paid by *permittee*.

14. Liens and Insolvency - *Permittee* shall keep the property in which the use agreement is exercised free from any liens arising out of any work performed, materials furnished or obligations incurred by *permittee*. If the *permittee* becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the *permittee* the airport may cancel this use agreement at airport's option.

15. Default and Re-entry - If any fees above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if the *permittee* shall violate or default in any of the covenants and agreements therein contained, then the airport may cancel this use agreement and re-enter said premises.

16. Cost and Attorney's Fees - If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this use agreement or to recover for breach of any provision of this use agreement the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court, and all costs and expenses incurred by reason of the breach or default by the other under this use agreement.

17. Non Waiver of Breach - The failure of either party to insist upon strict performance of any of the covenants and agreements of this use agreement or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option, or any other covenants or agreements but the same shall be and remain in full force and effect.

18. Restrictions and Consents - This use agreement shall be and is subject to all the terms, covenants, restrictions, reservations and agreements contained in that certain Quit Claim Deed dated February 25, 1959, by the United States of America to Town of Arlington, recorded in Snohomish County, Washington, on August 20, 1959, in Volume 690 of Deeds, pages 38 through 46, under Auditor's File No. 1356180, records of said county, including the written consent of the Federal Aviation Agency if the leased premises are to be used for other than airport purposes. Under the requirements imposed upon airport as recipient of Federal Aid Airport Program Grant Funds, the parties agree as follows: **(A)** *Permittee* covenants that it will not, in its operation at the Arlington Airport, on the basis of race, color, creed, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by parts 15 and 21 of the Federal Aviation Regulations (49 CFR), and in that the airport has the right to take such

action as the United States government may direct to enforce this covenant. **(B)** With respect to any aeronautical services, *permittee* agrees: **1)** to furnish said aeronautical service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and **2)** to charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, that the *permittee* may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

19. Nondiscrimination - The *permittee* on behalf of itself and its elected and appointed officials, employees and agents, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in this use agreement for a purpose for which a Department of Transportation or activity is extended or for another purpose involving the provision of similar services or benefits, the *permittee* shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

The *permittee*, for itself and its elected and appointed officials, employees and agents, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that **(A)** no person on the grounds of race, color or national origin shall be excluded from the participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, or **(B)** that in the construction of any improvements in, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and **(C)** that the permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and **(D)** that in the event of breach of any of the above nondiscrimination covenants, the City of Arlington shall have the right to terminate this use agreement and to re-enter and repossess said land and facilities thereon, and hold the same as if said use agreement had never been made or issued.

20. Hazardous Wastes - The *permittee* shall not permit dangerous wastes, hazardous wastes, or extremely hazardous wastes as defined by RCW 70.105.010 et seg. to exist on the premises and shall, at *permittee's* sole expense, undertake to comply with all rules, regulations, and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. *Permittee* shall promptly notify the City Fire Department of the existence of dangerous wastes, hazardous wastes, or extremely hazardous wastes as required by state and federal regulations.

Permittee shall comply with any provisions of the local hazardous waste plan as now in existence or hereinafter enacted. *Permittee* shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105B. 030 and the State Department of Ecology.

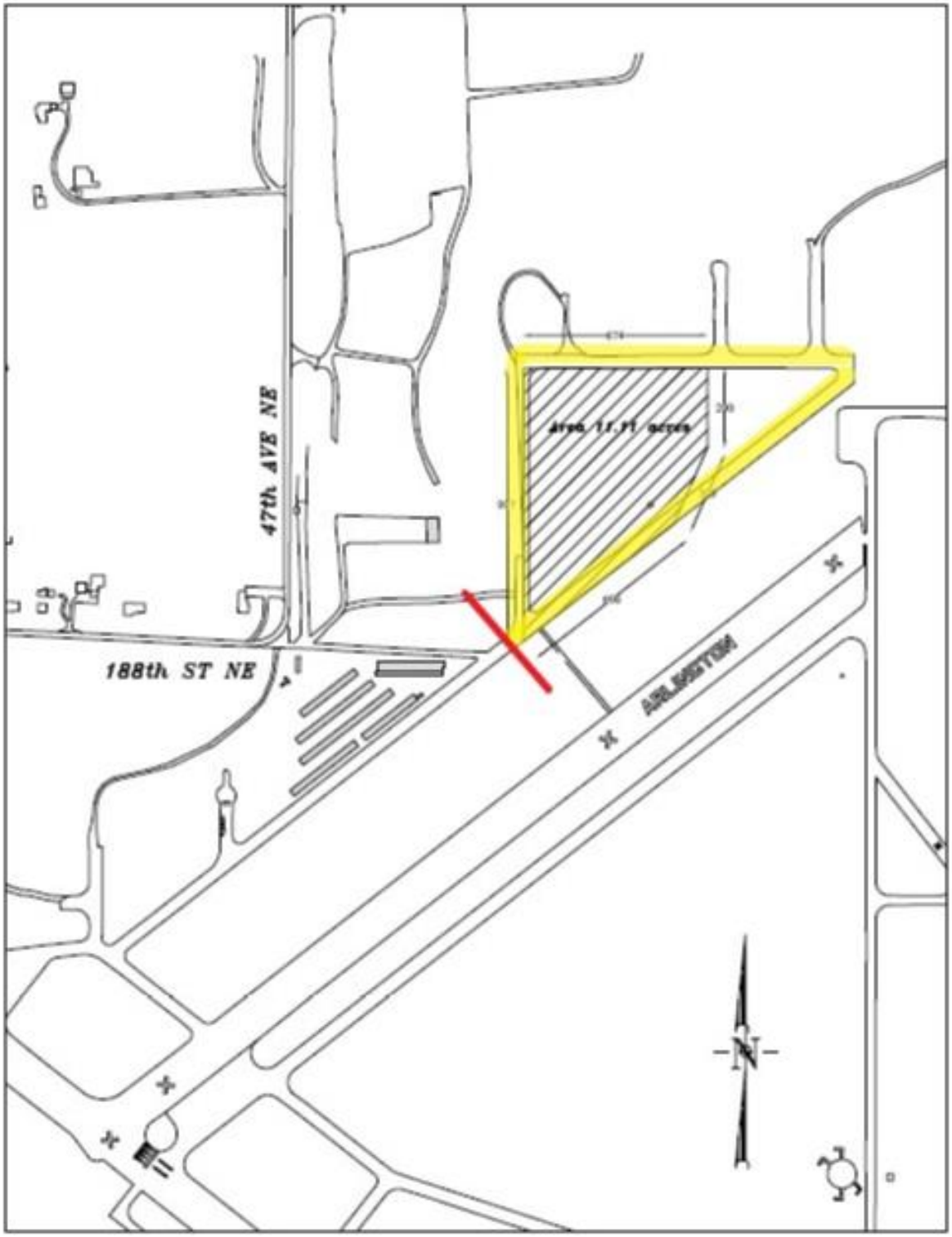
21. Venue - The venue of any suit which may be brought by either party under the terms of this use agreement or growing out of the tenancy under this use agreement shall at the option of the airport be in court or courts in Snohomish County, Washington.

22. Public Policy - The City of Arlington reserves the right to suspend this land use agreement at any time for legitimate public safety.

23. Obligations - The airport shall notify the *permittee* of any security, maintenance or other requirements necessary to the safe and orderly conduct of the event prior to the event. The *permittee* shall apply security, maintenance or other requirements during the event. Regarding requests for airport service(s) only a principle officer of the *permittee* can request service(s) from the city/airport. Once service(s) have been requested by the *permittee* from the city/airport the *permittee* is required to pay for service(s). The airport shall provide a cost estimate and timeline to complete the service(s). This estimate shall also include whether the city/airport can complete the service(s) within the outlined time frame. In the event of only partial clean-up, teardown, site restoration or application of agreed to services by the *permittee*, the city/airport shall apply the current billing rate for city/airport services to remedy any of the above and bring the site back to pre-event status. No intoxicating venues, beverages or drug usage shall be allowed on the *permittee* event site.

_____	_____
Signature of Permittee's Authorized Representative	*David Ryan, Airport Director Arlington Municipal Airport*

EVOC TRIANGLE



Received
JAN 22 2016
Monroe Police Department

INTERLOCAL GOVERNMENT AGREEMENT REGARDING IN-SERVICE TRAINING SESSIONS

THIS AGREEMENT is made and entered into this 8th day of September, 2015, by the following governmental entities ("Participating Entities") ("Parties"):

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, This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. 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, 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 the year 2016 shall be paid to the City of Everett as custodian of the funds on or before January 31, 2016. 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	$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 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 session.

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

3.0 Effective Date and Term

The initial term of this Agreement shall commence on January 1, 2016, and it shall continue in effect through December 31, 2021, 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 training site may be changed by 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 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.

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 agrees to save, indemnify, defend and hold the other Participating Entities harmless from any allegations, complaints, or claims of wrongful or negligent acts or omissions, by said Participating Entity and/or its elected officers, agents, or employees. In the case of allegations, complaints, or claims against more than one Participating Entity, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Participating Entity, and each Participating Entity shall have the right to seek contribution from the other Participating Entities in proportion to the percentage of fault attributable to each other Participating Entity. A Participating Entity that has withdrawn from the agreement assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

6.2 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 acceptable to the city.

6.3 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 and Notice

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.
Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

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 of the payments made pursuant to Section 1, prior to the effective date of termination.

9.0 Governing Law - 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.

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 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.

12.0 Recording

As required by RCW 39.34.040, this Agreement shall be filed with the County Auditor, or, alternatively, posted on the website of each party.

13.0 No joint venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties (Participating Entities). Participating Entity employees who provide services under this Agreement shall at all times be considered employees of their respective Participating Entity and acting in their official capacities as employees of their respective Participating Entity. All rights, duties, and obligations of the employer and the employee shall remain with the individual jurisdiction/Participating Entity. Each Participating Entity shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

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. 39.34 RCW, 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 Third Party Beneficiaries

This Agreement is for the sole benefit of the Participating Entities and shall not confer third-party beneficiary status on any non-party to this Agreement. 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

By: _____

Its: _____

ATTEST:

_____
Clerk

APPROVED AS TO FORM:

_____
By:

_____
Participating Entity

By: GEOFFREY THOMAS

Its: Mayor

ATTEST:

_____
Clerk

APPROVED AS TO FORM:

_____
By:

Exhibit A
List each Participating Entity's contact person and address for notice purposes. (see attached)

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

CITY OF EVERETT:

Ray Stephanson

Ray Stephanson, Mayor

By: Ray Stephanson

Its: Mayor

ATTEST:

Clerk

APPROVED AS TO FORM:

By:

Participating Entity

By: _____

Its: _____

ATTEST:

Clerk

APPROVED AS TO FORM:

By:

Exhibit A
List each Participating Entity's contact person and address for notice purposes. (see attached)