

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

This First Amendment ("Amendment") is dated effective as of the date of the last signature affixed hereto, and is entered into by and between the cities of Lacey, Olympia, Tenino, Tumwater and Yelm, and Thurston County, collectively referred to herein as "the Parties" and individually as "Party".

A. The Cities of Lacey, Olympia, Tenino, Tumwater, and Yelm entered into an Intergovernmental Agreement for Law Enforcement Records Management System ("Agreement") on April 22, 2009.

B. Section X of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties and recorded with the Thurston County Auditor's Office.

C. In consideration of the mutual benefits and covenants contained herein, the Parties desire to add the Thurston County Sheriff's Office as a Member Agency related to development and administration of the future replacement of the Records Management System, requiring an amendment to the Agreement.

NOW, THEREFORE, the parties agree to the Agreement is amended as follows:

1. PARTICIPATING AGENCIES

Section II.A of the Agreement is amended to read as follows:

A. Member Agencies (currently Central Square/1 Solution "System"): The participating agencies operated by the Parties to this Agreement (the "Member Agencies") shall design, develop, manage, and administer the System on behalf of the Parties. The Member Agencies share in the initial capital cost of the System and are full voting members on the Executive Board, as set forth in Section IV.B herein. The Member Agencies are:

1. The City of Lacey Police Department;
2. The City of Olympia Police Department;
3. The City of Tenino Police Department;
4. The City of Tumwater Police Department;
5. The City of Yelm Police Department;
6. The Thurston County Sheriff's Office (shall be a full voting member for purposes of the future replacement "System" only).

2. INSTITUTIONAL ARRANGEMENT

Section IV.B.2(a) of the Agreement is amended to read as follows:

2. Voting
 - a. Each Member Agency representative is entitled to one vote on all System matters. The Thurston County Sheriff (or designee) is restricted to voting only on matters related to any System that replaces the original RMS system, which is CentralSquare.

Section IV.D.1(a) of the Agreement is amended to read as follows:

1. Composition, Powers and Voting
 - a. Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Users' Committee. Further, the System Administrator will also serve as staff to the Users' Committee. The Thurston County Sheriff's Office representative is restricted to voting only on matters related to the future replacement System.

Section IV.E.1(a) of the Agreement is amended to read as follows:

1. Composition, Powers and Voting
 - a. Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Technical Advisory Committee. One person from the entity with which the Member Agencies contract to manage the System infrastructure will also serve as an ad hoc member of the Technical Advisory Committee. Further, the System Administrator will also serve as staff to the Technical Advisory Committee. The Thurston County Sheriff's Office representative is restricted to voting only on matters related to the future replacement System.

3. ENTRY AND EXIT MECHANISM

Section IX.A.2 of the Agreement is amended to read as follows:

2. The Executive Board shall set new party assessments for new Subscriber and Member Agencies at the time of admission or, in the case of the Thurston County Sheriff's office, upon incurring costs for the future replacement System.

Section IX.A.3 of the Agreement is amended to read as follows:

3. The Executive Board shall set the New Member Agency regular assessments per the formula detailed in Section VI.C.1.

4. **AMENDMENT or VARIATION TO THE AGREEMENT**

Section X. of the Agreement is amended to read as follows:

This Agreement may be amended at any time. The Agreement, together with any Amendments, must be in writing and shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office as set forth in RCW 39.34.040.

5. **FINANCIAL ARRANGEMENT**

The following language shall be added to Section VI.C. and VI.D. of the Agreement

TCSO will be paying fees, regular and special, that are related to the selection, purchase and maintenance of any replacement RMS.

- The 5 cities of the original ILA executed April 22, 2009 are paying for and can make decisions about everything related to the **current RMS** (CentralSquare) system.
- The 5 cities of the original ILA executed April 22, 2009 plus TCSO will be paying for and can make decisions about everything related to **any new RMS**, including the procurement of a new system.

6. Add a new Section XVII to the Agreement entitled, **RECORDS:**

Each Agency is responsible for maintenance, retention, and response to any records requests under the Public Records Act.

7. Add a new Section XVIII to the Agreement, entitled, **COUNTERPARTS:**

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

Except as expressly provided in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect.

This Amendment is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

Dated this day and date set opposite the signature of each party.

CITY OF LACEY

By: _____
Scott Spence, City Manager

Date: _____

Approved as to form:

David Schneider, City Attorney

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager

Date: _____

Approved as to form:

Annaliese Harksen, Deputy City Attorney

CITY OF TENINO

By: _____
Wayne Fournier, Mayor

Date: _____

Approved as to form:

Rick Hughes, City Attorney

CITY OF TUMWATER

By: _____
Debbie Sullivan, Mayor

Date: _____

Approved as to form:

Karen Kirkpatrick, City Attorney

CITY OF YELM

By: _____
Joe DePinto, Mayor

Date: _____

Approved as to form:

Brent Dille, City Attorney

COUNTY OF THURSTON

By: _____
Carolina Mejia, County Commissioner

Date: _____

Approved as to form:

Jon Tunheim, County Prosecutor