

Return Name and Address:  
  
Benton County Sheriff's Office  
7122 W Okanogan Pl, Bldg A  
Kennewick, WA 99336

CONTRACT NO. 70-09

PLEASE PRINT OR TYPE INFORMATION:

<p><b>Document Title:</b></p> <p>1. Amended and Restated Interlocal Agreement for the Benton County/Tri-Cities Regional Special Weapons and Tactics Team</p>
<p><b>Grantor(s)(Last name first, first name, middle initials):</b></p> <p>1. BENTON COUNTY 2. BENTON COUNTY SHERIFF'S OFFICE</p> <p>Additional names on page _____ of document.</p>
<p><b>Grantee(s)(Last name first, first name, middle initials):</b></p> <p>1. 2. 3. 4.</p> <p>Additional names on page _____ of document.</p>
<p><b>Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)</b></p> <p>N/A</p> <p>Additional legal is on page _____ of document.</p>
<p><b>Reference Number(s) of documents assigned or released:</b></p> <p>Resolution 2012-223</p> <p>Additional numbers on page _____ of document.</p>
<p><b>Assessor's Property Tax Parcel/Account Number: (MUST HAVE 15 DIGITS)</b></p> <p>N/A</p> <p>Additional parcel numbers on page _____ of document.</p>
<p><b>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.</b></p>

# RESOLUTION 2012 223

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE BENTON COUNTY/TRI-CITIES REGIONAL SPECIAL WEAPONS AND TACTICS TEAM**

WHEREAS, the Benton County Sheriff's Office, the municipalities of Kennewick, Pasco, Prosser and Richland have been participants in a similar team for several years pursuant to several interlocal agreements; and

WHEREAS, the municipality of Prosser has submitted a notice of intent to withdrawal from the participation and requested that the parties agree to the withdrawal effective immediately; and


WHEREAS, with the withdrawal of the municipality of Prosser, a modification to the agreement is needed to allow the services of the Benton County/Tri-Cities Regional Special Weapons and Tactics Team to non-participating municipalities; and

WHEREAS, the Benton County Sheriff's Office, the municipalities of Kennewick, Pasco, and Richland have agreed to continue a jointly maintained and operated Special Weapons and Tactics Team to effectively respond to serious criminal occurrences; **NOW THEREFORE,**

**BE IT RESOLVED,** by the Board of Benton County Commissioners approve and hereby authorize the Chairman of the Board to sign the attached amended and restated interlocal agreement with the municipalities of Kennewick, Pasco and Richland to continue a jointly maintained and operated Benton County/Tri-Cities Regional Special Weapons and Tactics Team.

Dated this 17 day of April, 2012.

  
Chairman of the Board

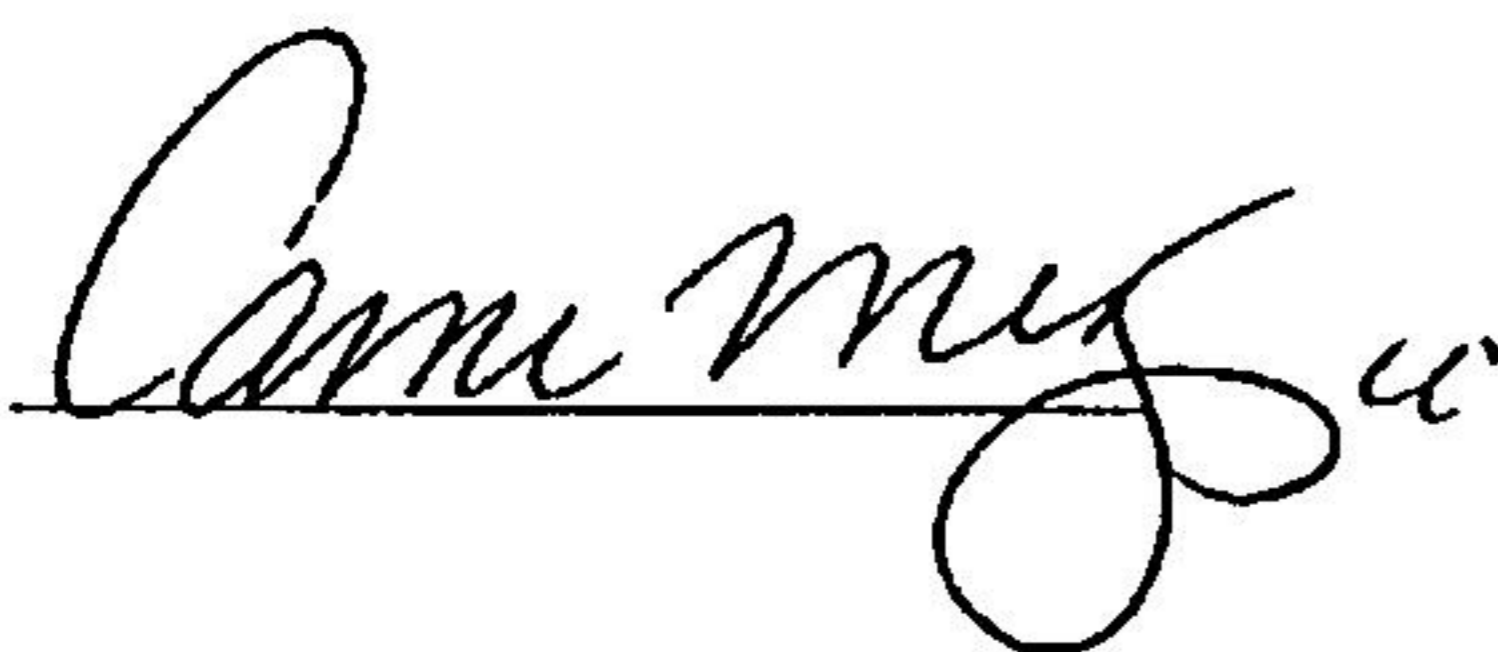
  
Member

**LEO M. BOWMAN - ABSENT**

Member  
Constituting the Board of County Commissioners  
of Benton County, Washington

J. Thompson

Attest:



**FILED FOR RECORDING AT REQUEST OF:**  
Benton County, Washington  
City of Pasco, Washington

**WHEN RECORDED RETURN TO:**  
Benton County  
PO Box 190  
Prosser, WA 99350

City of Pasco  
525 North 3<sup>rd</sup>  
Pasco WA 99301

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**AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR  
BENTON COUNTY/TRI-CITIES REGIONAL SPECIAL WEAPONS AND TACTICS  
TEAM**

**THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT** is effective upon the date executed by all parties. In consideration of the mutual covenants below, the parties agree as follow:

1. **PARTIES.** The parties to this Agreement are Benton County, a political subdivision of the State of Washington, and the municipalities of Kennewick, Pasco and Richland, each of which is a municipal corporation operating under the laws of the State of Washington.

2. **AUTHORITY.** This Agreement is entered into pursuant to Chapters 10.93 (Washington mutual aid peace officers powers act) and 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington.

3. **PURPOSE.** The parties hereto jointly maintain and operate a multi-jurisdictional Special Weapons and Tactics team to effectively respond to serious criminal occurrences as described below. Benton County, Kennewick, Prosser, Pasco and Richland have all been participants in the team since 2009 pursuant to an interlocal agreement executed in March and April of that year. The City of Prosser has submitted a notice of intent to withdraw from participation and requested that the parties hereto agree that such withdrawal be effective immediately. The parties therefore desire to amend the terms of their agreement to reflect the City of Prosser's immediate withdrawal from the 2009 Agreement and to modify the circumstances under which the services of the team will be provided to a jurisdiction that is not a party to this Agreement.

4. **FORMATION.** There is hereby created a multi-jurisdictional team to be hereafter known as the "BENTON COUNTY/TRI-CITIES REGIONAL SPECIAL WEAPONS

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AND TACTICS TEAM" ("SWAT team"), the members of which shall be Benton County and the municipalities of Kennewick, Pasco and Richland. As special needs arise, it may be necessary to request assistance from other law enforcement agencies and/or personnel, at the discretion of the SWAT Incident Commander.

5. **STATEMENT OF PROBLEM.** Benton County and the municipalities within the Tri-City Metropolitan area, commonly referred to as the Tri-City Metro area, located within Benton and Franklin counties continue to experience isolated incidents of violent criminal activity and confrontations. Some factors that are related to violent criminal activity are criminal street gangs, drug abuse, heightened awareness of the necessity for Homeland Security, increased urbanization, and increased population densities. The ability to safely control, contain, and resolve criminal conduct such as civil disobedience, barricaded subjects, hostage situations, gang member arrests, high risk felony arrests, and narcotic/high risk search warrants often strains resources of the law enforcement agencies in the Tri-City Metro area.

A multi-jurisdictional effort to handle specific serious criminal confrontations will result in more effective pooling of personnel, improved utilization of municipal funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. The results of a multi-jurisdictional effort not limited to the Benton/Franklin county line will be improved services for the citizens of all participating jurisdictions, increased safety for officers and the community, and improved cost effectiveness.

6. **TEAM OBJECTIVES.** Individual law enforcement officers from each participating jurisdiction will be consolidated and combined to form the SWAT team. The SWAT team service shall be available to each of the parties to this Agreement. The SWAT team may also be available to outside law enforcement agencies pursuant to chapter 10.93 RCW; provided, SWAT team service to such outside law enforcement agencies will be, as set forth below, contingent upon a prior agreement from such non-parties to incur the costs involved and to indemnify, defend and hold harmless the parties to this Agreement with respect to any liability related to the SWAT team's actions reflected in a written interlocal agreement.

The objective of the SWAT team shall be to provide enhanced use of personnel, equipment, budgeted funds, and training. The SWAT team shall respond as requested by any of the participating jurisdictions and provide a coordinated response to high-risk incidents.

7. **DURATION AND TERMINATION.** The term of this Agreement shall be through December 31, 2012. This Agreement shall automatically extend for consecutive one (1) year terms, unless terminated pursuant to the terms of this Agreement.

A jurisdiction may terminate this Agreement or, alternatively, withdraw its participation in the SWAT team by providing written notice of its intent to terminate or withdraw. Except for the City of Prosser's withdrawal, which shall be effective immediately upon the execution of this Agreement, a notice of termination or withdrawal shall become effective ninety (90) days after

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service of the notice on the contract representatives set forth below for all other participating members.

In the event that a participating agency does not generally and consistently comply with the commitments outlined in this Agreement, the issue will be presented to the Chiefs and Sheriff for final resolution. Remedies may include establishing a timeline for compliance, a temporary reduction in involvement for a prescribed period of time, or termination of the Agreement with the agency not in compliance.

8. **GOVERNANCE.** The daily operation of the team shall be governed by the Benton County SWAT Operational Guidelines Manual that was distributed to and approved by the Benton County Sheriff and Chiefs of Police for Kennewick, Richland, Prosser and Pasco at the Sheriffs and Chiefs meeting of February 18, 2009, and a copy of such manual is incorporated herein by reference. The Operational Guidelines Manual may be amended from time to time by written approval of the Benton County Sheriff and Chiefs of Police for Kennewick, Richland, and Pasco. Upon such an amendment, the amended Operational Guidelines Manual will be provided to each parties' Incident Commander and shall supercede any prior versions of that manual.

The Incident Commanders for each party shall establish appropriate training guidelines and schedules for the SWAT team based on recommendations from the SWAT Commander. The Incident Commanders for each party shall prepare the recommended annual minimum financial commitments for each party so as to ensure proper operating equipment for the team, and they will present the recommended expenditures for each party to the Chiefs and Sheriff annually.

At least bi-annually, the Incident Commanders and SWAT team Commander shall meet with the Chiefs and Sheriff or their designees for the purpose of updating and reviewing the current SWAT Operational Guidelines Manual and future needs of the SWAT Team. The SWAT Commander shall provide information relating to the function, expenditures, accomplishments, training, number of calls that SWAT responds to, problems of SWAT, and any other matter as requested by the Chiefs and Sheriff.

9. **ASSIGNMENT OF OFFICERS.** Each party to this Agreement shall assign six (6) full-time commissioned officers to the SWAT team and (2) two full-time commissioned officers to be assigned as hostage negotiators. The personnel assigned to SWAT shall continue to be considered employees of the contributing party, and the contributing party shall be solely and exclusively responsible for the compensation and benefits for the personnel it contributes to SWAT/Negotiators. Each party hereby agrees to the member selection criteria established in the Operational Guidelines Manual.

10. **REQUEST FOR ASSISTANCE, COMMAND AND CONTROL.** Any party to this Agreement may request the assistance of the SWAT team, provided such request shall be made by the respective Sheriff or Chief of Police or any officer of the rank of captain or higher. Upon activation of the SWAT team within a jurisdiction, an Incident Commander, SWAT

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Commander, SWAT Team Leader and other team leaders will be designated with the duties and under the procedures set forth in the Operational Guidelines Manual adopted by the parties.

**11. EQUIPMENT, TRAINING, AND BUDGET.** (a) Except as otherwise set forth in Section 11(d) below, each party shall acquire the equipment required for its participating SWAT and Negotiator Team members and shall bear the costs to update, replace, repair, and maintain the equipment and supplies utilized by its participating SWAT and Negotiator Team members. Each party shall bear the costs to provide for training of its participating members.

(b) The equipment, supplies, and training provided by each party to its personnel participating in SWAT and Negotiator Team shall be compatible and consistent to those provided by the other parties. Each party agrees to the minimum training requirements as recommended by the SWAT Commander and approved by the agency representatives (Incident Commanders). The same commitment applies to the training requirements for Negotiator Team members.

(c) The Incident Commanders must approve any joint capital expenditure for SWAT equipment.

(d) All funds paid by entities not a party to this Agreement in return for the ability to call upon the SWAT team for assistance shall be paid to the Benton County Sheriff and deposited into the general fund and allocated to a budget line item that is dedicated to the purchase of supplies for the SWAT team. These funds shall only be expended in accordance with a written request of the SWAT Team Commander that is approved by the Benton County Sheriff after consultation with the Chiefs of Police for Kennewick, Pasco and Richland.

**12. ALLOCATION OF LIABILITY/INDEMNIFICATION.** Each of the parties agrees that any liability or claim arising out of the actions or inactions of the members of the SWAT team acting within the course and scope of a member's duties as a member of the SWAT team shall be the responsibility of the party that requested the assistance of the SWAT team. This provision is intended to expressly allocate liability by written agreement as authorized by RCW 10.93.040 and is controlling over the default liability allocation set forth in RCW 10.93.040 and over any agreement to the contrary set forth in a general mutual aid agreement executed by any of the parties, included but not limited to the Consent Agreement For Mutual Aid Peace Officer Powers executed by the parties and other third parties in 2007 or in the future. This provision is not intended to require indemnification or payment of any judgment against any individual or party for intentional wrongful conduct outside the scope of employment of any member of the SWAT team or of any judgment for punitive damages against a SWAT team member or party to this Agreement. Payment of punitive damages, if any, shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer if that employer elects to make said payment voluntarily.

In furtherance of the above provision, each party to this Agreement, upon requesting the assistance of the SWAT team within its jurisdiction, agrees to hold harmless and indemnify and

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Tri-City Regional Special Weapons and Tactics Team -4

defend the other parties and their officers, officials and employees from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of the SWAT team, its members and supervisors, that may occur or allegedly occur while receiving the assistance of SWAT within its jurisdiction.

In the event that a claim or lawsuit is brought against a party or its employee(s) for actions arising out of their conduct in the operation of the SWAT team, such party shall promptly notify the other parties that said claim or lawsuit has been filed or commenced.

The parties to this Agreement and their respective legal counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with the defense of any lawsuit arising out of the operations of the SWAT team; provided this cooperation does not require the parties to share any out of pocket litigation costs. Said costs will be the responsibility of the party obligated to defend any such lawsuit.

Upon request by another party, each party shall share with the other parties the terms of their respective liability insurance policies to allow for coordination of coverage. The consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective between the parties, and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this Agreement on liability allocation shall not relieve any party from its obligations under this Agreement.

For purposes of claims and lawsuits, if any, based on operations of the Benton County Regional SWAT team prior to the creation of the Benton County/Tri-Cities Regional SWAT team, the parties agree that those claims and lawsuits shall be handled, processed and paid in accordance with the terms of this Section 12 as if this Agreement was in full force and effect at the time of the occurrence which gives rise to the claim and/or lawsuit.

Except for liabilities and claims related to the actions and inactions of SWAT team members as set forth above, all other rights, duties, and obligations with respect to any particular SWAT team member shall remain with the party contributing that member to the team. Additionally, each party shall be responsible for compliance with the provisions of any applicable collective bargaining agreements and civil service rules and regulations. Nothing in this Section 12 shall be interpreted to waive any defense arising out of RCW Title 51.

**13. PRIOR AGREEMENTS.** The parties agree that this Agreement supercedes any and all prior written or verbal agreements between any or all of the parties pertaining to a regional SWAT team, including the interlocal agreement recorded with the Benton County Auditor on May 7, 2009, and that all such prior agreements are null and void as of the full execution of this Agreement.

**14. ASSISTING NON-PARTY JURISDICTIONS.** The parties agree that the Benton County/Tri-Cities Regional SWAT team may assist other jurisdictions not a party to the Agreement; provided such other jurisdiction must first execute a written interlocal agreement

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with the parties in which the other jurisdiction agrees to: a) assume the liability for the actions/inactions of the Benton County/Tri-Cities Regional SWAT team members acting in the course and scope of their duties as a team member; and b) provide consideration for the ability to receive assistance from the SWAT team.

15. **INTERLOCAL COOPERATION ACT PROVISIONS.** No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement. The Benton County Sheriff shall be designated as the Administrator of this Interlocal Agreement.

This Agreement shall be filed with the Benton and Franklin County Auditors, or alternatively listed by subject on the parties' websites or other electronically retrievable public sources.

16. **DISPUTE RESOLUTION.** For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Benton County, Washington and the laws of the State of Washington shall apply.

17. **MUNICIPAL AUTHORIZATIONS.** By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

18. **CONTRACT REPRESENTATIVES.** Each party shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

Benton County:	Sheriff Steven Keane or his successor
City of Kennewick:	Chief Ken Hohenberg or his successor
City of Richland:	Chief Chris Skinner or his successor
City of Pasco:	Chief Bob Metzger or his successor

19. **ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

BENTON COUNTY

  
\_\_\_\_\_  
Sheriff Steven Keane

Date: 2/17/12

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James D. Beaver  
Chairman of Board of Commissioners

Date: 4-17-12

Attest:  
Carrie Myer  
CITY OF KENNEWICK

Approved as to Form:  
Ryan Brown  
Ryan Brown, Chief DPA (Civil)

Ken Hohenberg  
Ken Hohenberg, Chief of Police

Date: 02/21/12

Marie E. Mosley  
Marie Mosley, City Manager

Date: 03/05/12

Attest:  
\_\_\_\_\_

Approved as to Form:  
Lisa Beaton  
Lisa Beaton, City Attorney

**CITY OF PASCO**

Bob Metzger  
Bob Metzger, Chief of Police

Date: 3-29-12

Gary Crutchfield  
Gary Crutchfield, City Manager

Date: 3-30-12

Attest:  
Sandy Kunkin  
By: \_\_\_\_\_

Approved as to Form:  
Leland B. Kerr  
Leland B. Kerr, City Attorney

**CITY OF RICHLAND**

Chris Skinner  
Chris Skinner, Chief of Police

Date: 3/7/12

Cindy Johnson  
Cindy Johnson, City Manager

Date: 3/22/12

Attest:  
Maria Hopkins  
By: City Clerk

Approved as to Form:  
Thomas Lampson  
Thomas Lampson, City Attorney