

FILED FOR RECORD AT REQUEST OF:

Benton County, Washington
City of Pasco, Washington

WHEN RECORDED RETURN TO:

Benton County
PO Box 190
Prosser, WA 99350

City of Richland
PO Box 190, MS-05
Richland, WA 99352

City of Pasco
525 N. Third
Pasco, WA 99301

City of Kennewick
210 West 6th
Kennewick, WA 99336

City of West Richland
3801 W. Van Giesen
Prosser WA 99353

**INTERLOCAL AGREEMENT FOR SERVICES OF
BENTON COUNTY/TRI-CITIES REGIONAL SPECIAL WEAPONS AND TACTICS TEAM TO NON-
PARTICIPATING JURISDICTION**

THIS 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, Richland and West 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 City of West Richland does not participate in the Benton County/Tri-Cities Regional Special Weapons and Tactics (SWAT) Team, but desires to have the SWAT team available to respond to serious criminal occurrences if necessary. Benton County and the cities of Kennewick, Richland and Pasco have previously executed an interlocal agreement to organize and operate the SWAT team and may agree to allow the SWAT team

to assist the City of West Richland under certain circumstances. This Agreement is intended to reflect the applicable terms and conditions between the parties if the SWAT team's services are provided to the City of West Richland.

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

Any party to this Agreement may terminate this Agreement by providing written notice of its intent to terminate to all other parties. A notice of termination shall become effective thirty (30) days after 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.

5. **REQUEST FOR ASSISTANCE.** The Chief of Police for the City of West Richland, or any West Richland officer indicating he or she has authorization from the Chief, may request the assistance and services of the Benton County/Tri-Cities Regional SWAT team. The SWAT Incident Commander shall refer to the Call-Out Criteria in the SWAT team's Operational Guidelines Manual to determine whether it is appropriate to provide the services of the SWAT team. If the SWAT team is not otherwise engaged and the Call-Out Criteria indicate the circumstances are appropriate for utilization of the SWAT team, the request for assistance shall be approved by the SWAT Incident Commander.

6. **CHAIN OF COMMAND.** If the request for assistance and services is granted, the City of West Richland shall notify a SWAT Incident Commander of the identity of a command level officer for the City of West Richland who shall act as the Overall Incident Commander. The Overall Incident Commander for the City of West Richland shall assume overall command and responsibility for the incident. The Overall Incident Commander shall establish a command post outside the inner perimeter away from the suspect's line of sight and fire. The Overall Incident Commander shall consult with the SWAT Tactical Commander and evaluate the tactical options presented by the SWAT Tactical Commander. Once the Overall Incident Commander has authorized a tactical plan to accomplish the mission, the SWAT Tactical Commander assumes command with respect to the implementation of the plan. If the Overall Incident Commander and SWAT Tactical Commander cannot agree on a tactical plan, the SWAT team may leave the scene. In such case, the City of West Richland shall then handle the situation with its own resources.

7. **SWAT TEAM OPERATIONS.** If the SWAT Team's services are provided to the City of West Richland, the team will generally operate in accordance with the Operational Guidelines Manual for the Benton County/Tri-Cities Regional SWAT Team, with any modifications deemed appropriate by the SWAT Tactical Commander for the

circumstances.

8. **COMPENSATION**. The City of West Richland agrees to pay \$1000.00 within thirty days of the parties' execution of this Agreement and by each January 31st thereafter as long as this Agreement is in effect in return for the ability to request the SWAT Team's assistance twice per calendar year at times when the SWAT team is not otherwise deployed. West Richland agrees to pay \$500.00 for each additional instance that a request for SWAT team assistance to West Richland is approved during a calendar year. All payments made under this section shall be paid to the Benton County Sheriff. Such funds shall be deposited into a fund dedicated to the purchase of supplies for the SWAT team.

9. **ACCEPTANCE OF LIABILITY BY CITY OF WEST RICHLAND**. The City of West Richland 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 their duties when the SWAT team provides services at the request of the City of West Richland shall be the responsibility of the City of West Richland. 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, West Richland agrees to hold harmless and indemnify and defend the other parties to this Agreement and their officers, officials and employees from any loss, claim or liability arising from or out of any alleged or actual negligent tortious actions or inactions of the SWAT team, its members and supervisors, that may occur or allegedly occur while West Richland receives 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 City of West Richland.

Upon request by another party, each party shall disclose to 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 to follow the terms of this Agreement on liability allocation shall not relieve any party from its obligations under this agreement.

10. **LIABILITY INSURANCE.** The City of West Richland agrees during the term of this Agreement and for three years after its expiration or termination to maintain commercial general liability insurance (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, with minimum limits of \$3,000,000 general aggregate and \$3,000,000 per occurrence.

11. **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, and that any such prior agreements are null and void as of the full execution of this Agreement, including but not limited to the MOU signed by some of the parties to this Agreement on this topic in April and May of 2002.

12. **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.

13. **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.

14. **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.

15. **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 Steve Keane or his successor
City of Kennewick:	Chief Ken Hohenberg or his successor

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City of Richland: Chief Chris Skinner or his successor
City of Pasco: Chief Bob Metzger or his successor
City of West Richland Chief Brian McElroy or his successor

16. **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

_____ Date: _____
Sheriff Steve Keane

_____ Date: _____
Chairman of Board of Commissioners

Attest:

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

CITY OF KENNEWICK

_____ Date: _____
Ken Hohenberg, Chief of Police

_____ Date: _____
Marie Mosley, City Manager

Attest:

Approved as to Form:

By: Lisa Beaton, City Attorney

CITY OF PASCO

_____ Date: _____

Bob Metzger, Chief of Police

_____ Date: _____


Gary Crutchfield, City Manager

Attest:

Approved as to Form:

By: Leland B. Kerr, City Attorney

CITY OF RICHLAND

 Date: 9/6/12

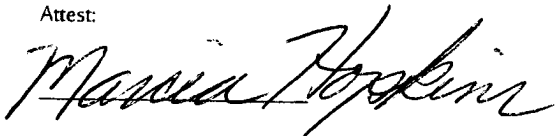
Chris Skinner, Chief of Police

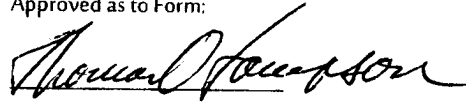
_____ Date: _____

Cindy Johnson, City Manager

Attest:

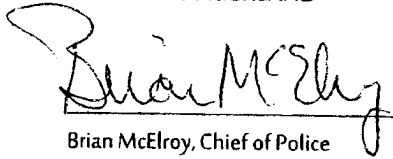
Approved as to Form:



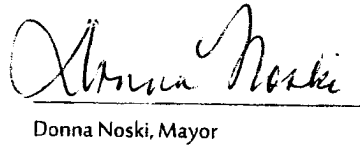


By: Thomas Lampson, City Attorney

CITY OF WEST RICHLAND

 Date: 9/5/12

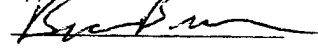
Brian McElroy, Chief of Police

 Date: 9/5/12

Donna Noski, Mayor

Attest:

Approved as to Form:



By: Bronson Brown, City Attorney

March 2012 SWAT
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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.

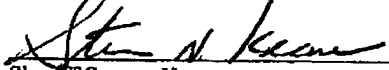
17. **MUNICIPAL AUTHORIZATIONS.** By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

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 Hohnberg 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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