



Return Name and Address:

Benton County Sheriff's Office
Attn: Julie Thompson
7122 W Okanogan Pl, Bldg B
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION:

Document Title:

Interlocal Agreement

Grantor(s)(Last name first, first name, middle initials):

- 1. Benton County/Tri-City Regional Swat Team
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s)(Last name first, first name, middle initials):

- 1. City of Prosser
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

Resolution # 2013-402

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number: (MUST HAVE 15 DIGITS)

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page _____ of document.

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.

RESOLUTION 2013 402

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN AN INTERLOCAL AGREEMENT FOR SERVICES BETWEEN THE BENTON COUNTY/TRI-CITY REGIONAL SWAT TEAM AND THE CITY OF PROSSER

WHEREAS, per Resolution 2012 223, dated April 12, 2012 the Benton County/Tri-City Regional SWAT Team, hereinafter called "TCRST" wishes to provide services to the Franklin County Sheriff's Office in order to respond to serious criminal occurrences if necessary.

WHEREAS, TCRST and the City of Prosser Office have drafted an Interlocal Agreement for Services; and

WHEREAS, the City of Prosser agrees to pay \$1,000 each year for this service; and

WHEREAS, this revenue will be placed into a special revenue code that will be administered by the Sheriff's Office to provide necessary equipment for TCRST; and

WHEREAS, the Sheriff has reviewed and recommends entering into an Interlocal Agreement for Services; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Sheriff's recommendation and approves the attached Interlocal Agreement for Services between Benton County/Tri-City Regional SWAT Team and the City of Prosser; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached Interlocal Agreement for Services; and

BE IT FURTHER RESOLVED, the Interlocal Agreement is effective January 1, 2013 through December 31, 2013 and shall automatically extend for consecutive one (1) year terms, unless earlier terminated pursuant to the terms of the agreement.


Dated this 21 day of May 2013.



Chairman of the Board

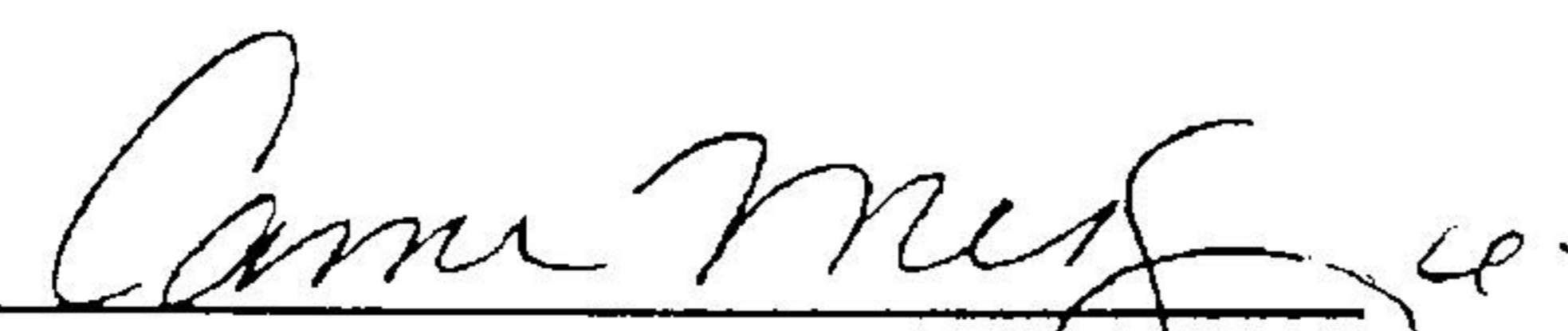


Member



Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest: 

Clerk of the Board

FILED FOR RECORD AT REQUEST OF:

Benton County, Washington
City of Pasco, Washington

WHEN RECORDED RETURN TO:

Benton County	City of Richland
PO Box 190	PO Box 190, MS-05
Prosser, WA 99350	Richland, WA 99352

City of Pasco
525 N. Third
Pasco, WA 99301

City of Prosser
1227 SW Bennett Avenue
Prosser, WA 99350

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

THIS INTERLOCAL AGREEMENT is effective January 1, 2013. 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 Prosser, 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 Prosser 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 Prosser 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 Prosser.

4. **DURATION AND TERMINATION.** The term of this Agreement shall be effective through December 31, 2013. 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 Prosser, or any Prosser 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 Prosser shall notify a SWAT Incident Commander of the identity of a command level officer for the City of Prosser who shall act as the Overall Incident Commander. The Overall Incident Commander for the City of Prosser 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 Prosser 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 Prosser, 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 Prosser agrees to pay \$1000.00 by January 31, 2013, 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. Prosser agrees to pay \$500.00 for each additional instance that a request for SWAT team assistance to Prosser 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 THE CITY OF PROSSER. The City of Prosser 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 Prosser shall be the responsibility of the City of Prosser. 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, Prosser 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 Prosser 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 Prosser.

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 Prosser 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:

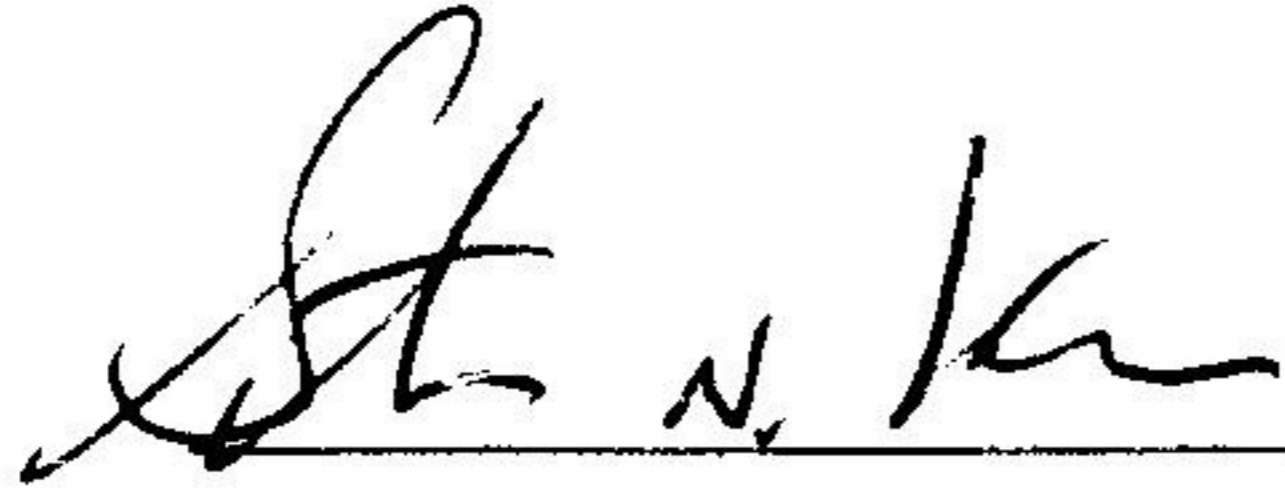
Benton County:	Sheriff Steve Keane or his successor
City of Kennewick:	Chief Ken Hohenberg or his successor
City of Richland:	Chief Chris Skinner or his successor
City of Pasco:	Chief Bob Metzger or his successor
The City of Prosser:	Interim Chief John Markus or his successor


Interlocal Agreement

Tri-City Regional Special Weapons and Tactics Team - 4

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: 11/30/12
Steve Keane, Sheriff

 Date: 5/21/2013
Chairman of Board of Commissioners

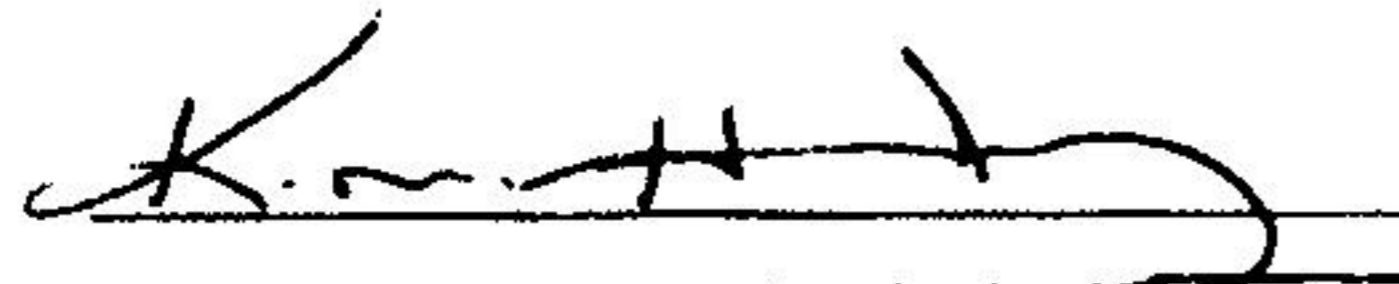
Attest:

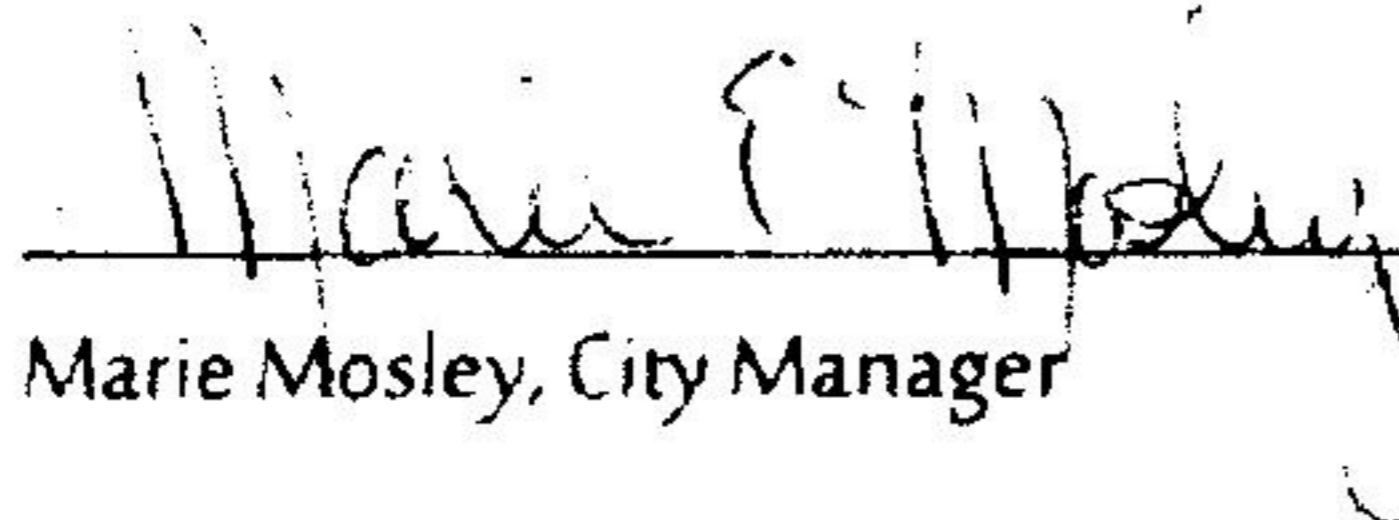


Approved as to Form:


By: Ryan Brown, Chief DPA (Civil)

CITY OF KENNEWICK

 Date: 02/05/13
Ken Hohenberg, Chief of Police


 Date: 2/5/13
Marie Mosley, City Manager

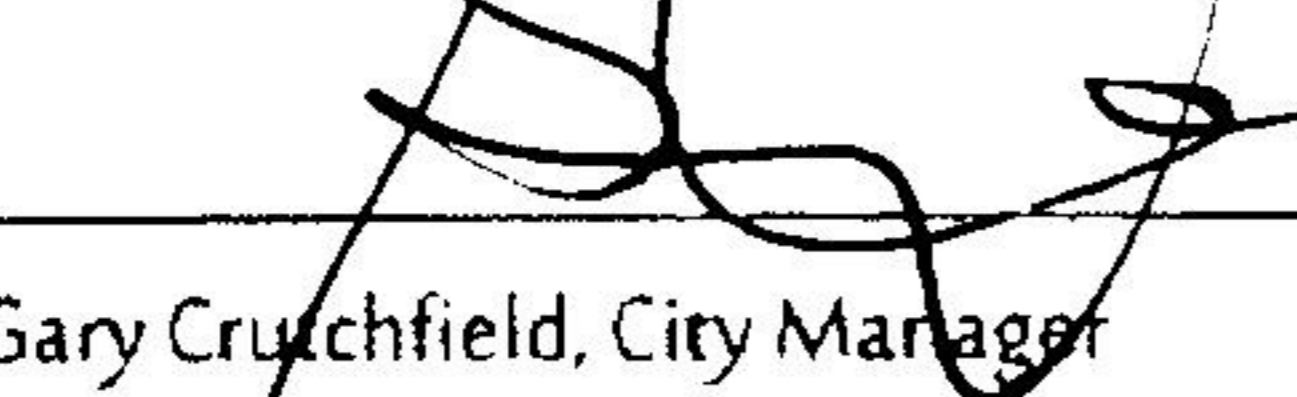
Attest:

Approved as to Form:

By: Lisa Beaton, City Attorney

CITY OF PASCO

 Date: 3-21-13
Bob Metzger, Chief of Police


 Date: 3-21-13
Gary Crutchfield, City Manager

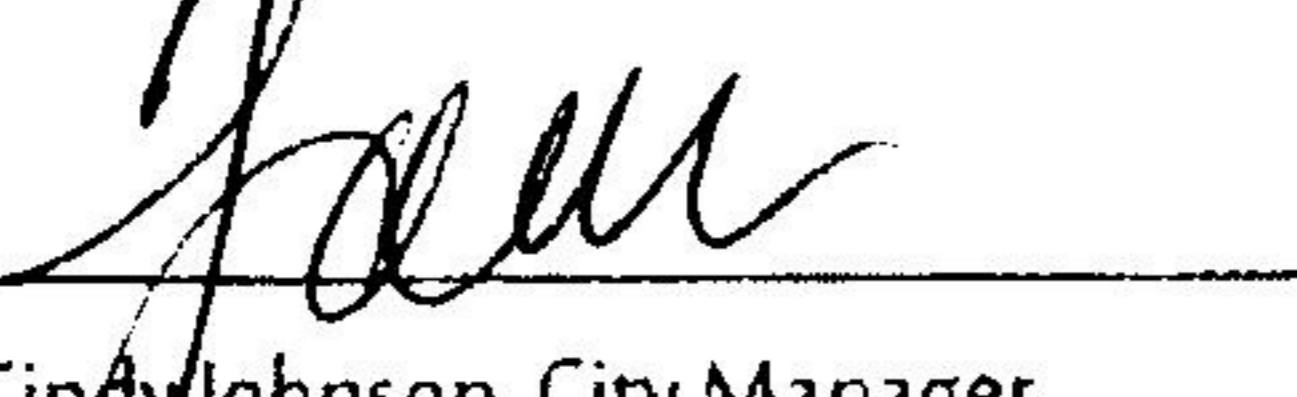
Attest:

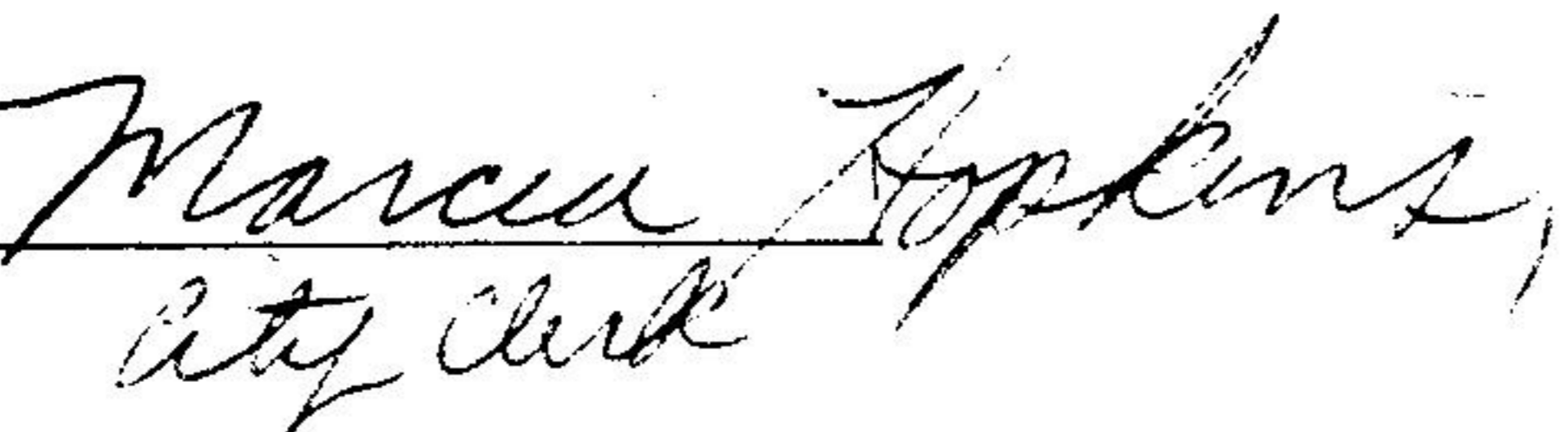
Approved as to Form:

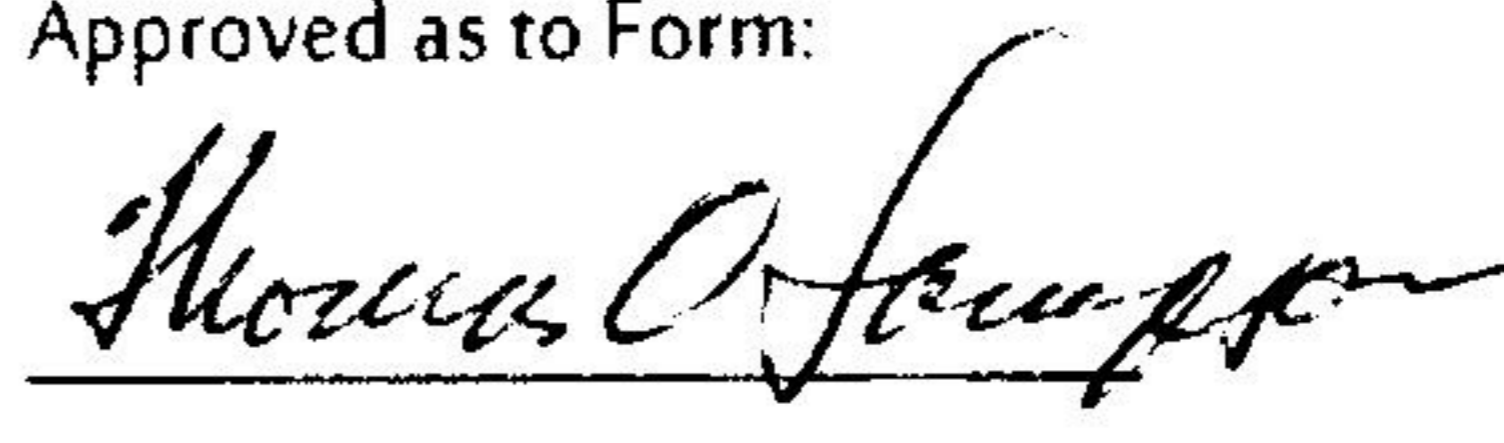
By: Leland B. Kerr, City Attorney

CITY OF RICHLAND

 Date: 2/14/13
Chris Skinner, Chief of Police


 Date: 3/8/13
Cindy Johnson, City Manager

Attest:

City Clerk


Approved as to Form:

By: Thomas Lampson, City Attorney

CITY OF PROSSER

Date: _____
John Markus, Interim Chief of Police

 Date: 11-28-2012
Paul Warden, Mayor

Attest:


Approved as to Form:

By: Howard Saxton, City Attorney

RESOLUTION NO. 18-13

A RESOLUTION OF THE CITY OF RICHLAND authorizing the execution of an Interlocal Agreement with Benton County/Tri-Cities Regional Special Weapons and Tactics (SWAT) Team and the City of Prosser.

WHEREAS, the Benton County/Tri-Cities Regional Special Weapons and Tactics (SWAT) Team is governed by an Interlocal Agreement and consists of members from the Richland, Kennewick, and Pasco Police Departments and the Benton County Sheriff's Office; and

WHEREAS, each participating agency contributes personnel and financial assets to maintain the unit; and

WHEREAS, this Agreement provides for recovery of any associated costs in the event that the team is requested to respond to the primary jurisdiction covered by the City of Richland Police Department, a non-participating agency; and

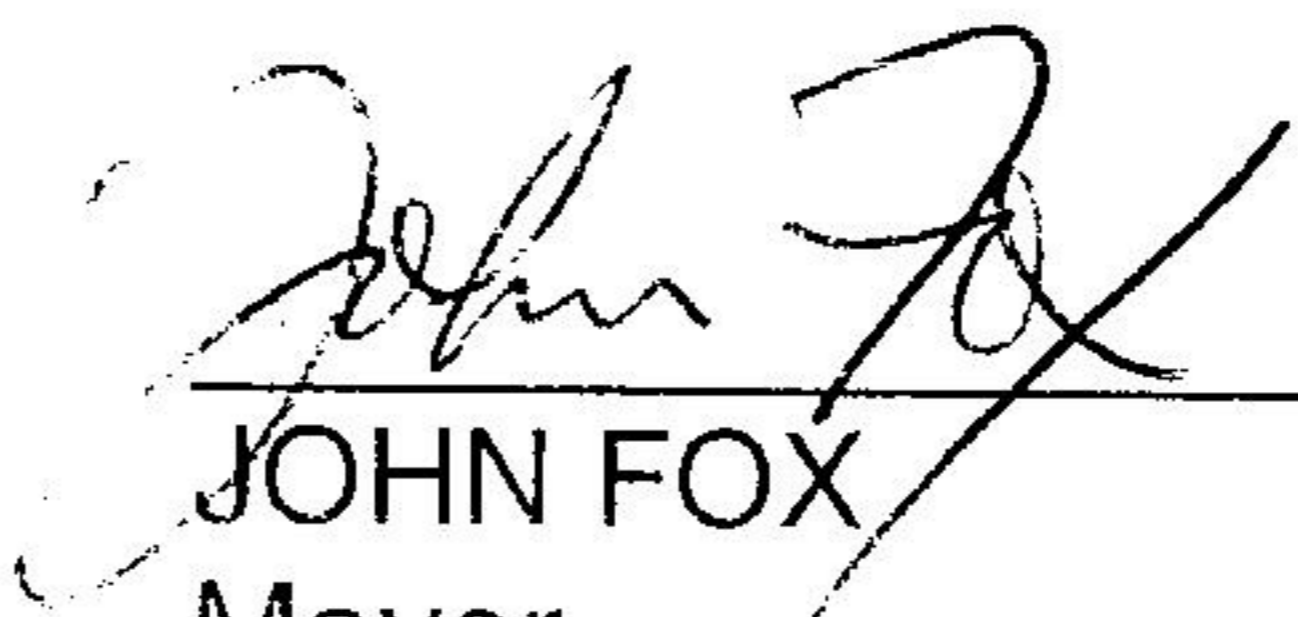
WHEREAS, the City of Prosser agrees to pay \$1,000 in return for the ability to request the SWAT Team's assistance twice per calendar year at times when the SWAT Team is not otherwise deployed; and

WHEREAS, the City of Prosser agrees to pay \$500 for each additional instance that a request for SWAT team assistance to Prosser is approved during a calendar year;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute the Interlocal Agreement with Benton County/Tri-Cities Regional Special Weapons and Tactics (SWAT) Team and the City of Prosser.

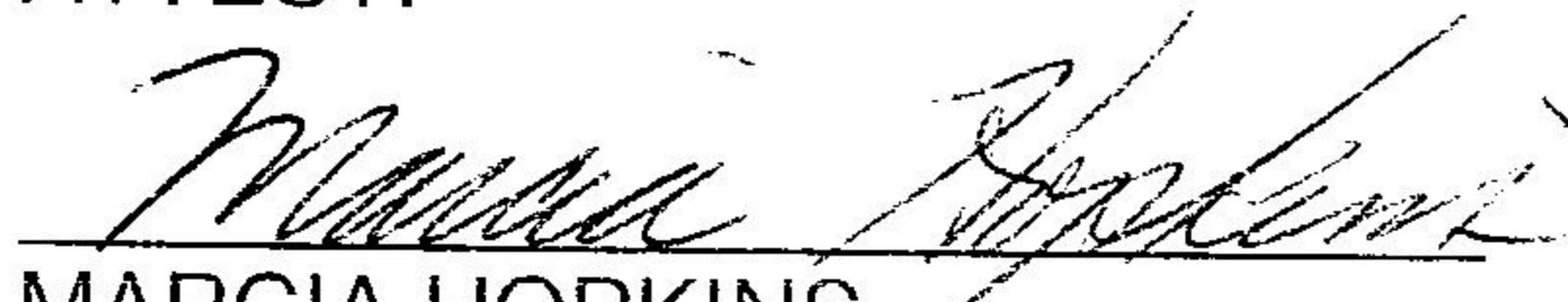
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 5th day of March 2013.



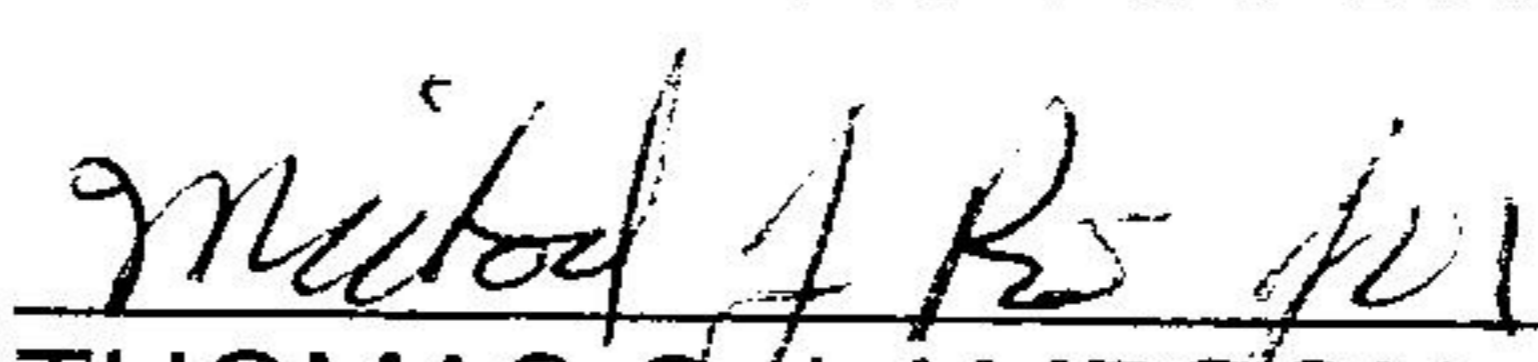
JOHN FOX
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



THOMAS O. LAMPSON
City Attorney

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 12-1406**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER APPROVING AN INTERLOCAL AGREEMENT WITH BENTON COUNTY/TRI-CITIES REGIONAL SPECIAL WEAPONS AND TACTICS (SWAT) TEAM GIVING THE CITY OF PROSSER THE ABILITY TO HAVE THE SWAT TEAM AVAILABLE TO RESPOND TO SERIOUS CRIMINAL OCCURRENCES IF NECESSARY.

WHEREAS, The Regional SWAT team was formed as jointly maintained and operated multi-jurisdictional Special Weapons and Tactics Team (SWAT) to effectively respond to serious criminal occurrences within the respective jurisdictions; and,


WHEREAS, The City of Prosser 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; and,

WHEREAS, 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 Prosser under certain circumstances.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser that:

The City of Prosser, as a non participating agency, approves the Interlocal Agreement for Services of Benton County/Tri-cities Regional Special Weapons and Tactics Team to Non-Participating Jurisdiction, a copy of which is attached to this Resolution, and that the Mayor is authorized to execute the Agreement on behalf of the City.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 21st day of November, 2012.



Mayor, Paul Warden

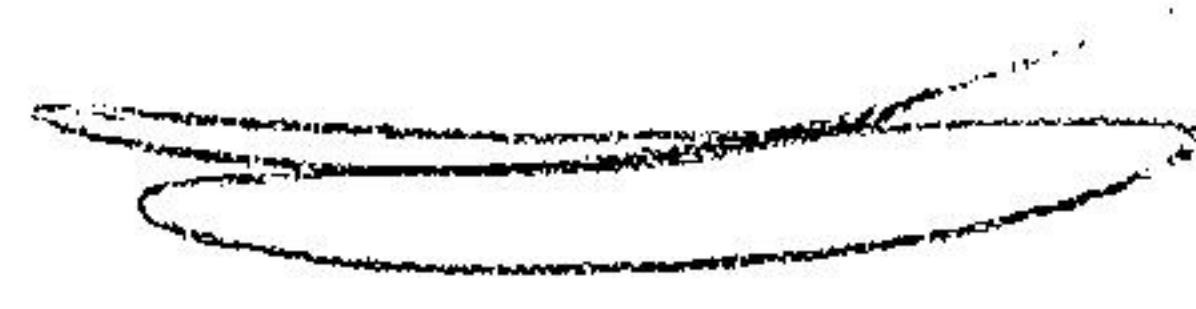
ATTEST:



City Clerk, Rachel Shaw



APPROVED AS TO FORM:



City Attorney, Howard Saxton

ATTACHMENT "A"

Description

Interlocal Agreement for Services of Benton County/Tri-Cities Regional Special Weapons and Tactics Team to Non-Participating Jurisdiction