

INTERLOCAL AGREEMENT FOR
SPECIAL INVESTIGATIONS UNIT TO INVESTIGATE
OFFICER INVOLVED INCIDENTS

THIS INTERLOCAL AGREEMENT is effective upon the date executed by all parties and its recording with the Benton County Auditor. In consideration of the mutual covenants below, the parties agree as follows:

1. PARTIES. The parties to this Agreement are Benton, Franklin and Walla Walla counties, political subdivisions of the State of Washington, the municipalities of Kennewick, Richland, West Richland, Prosser, Pasco, Connell, Walla Walla, the Washington State Patrol and the Washington State Department of Fish and Wildlife, an agency of the State of Washington.

2. AUTHORITY. This Agreement is entered into pursuant to Chapter 10.93 (Washington Mutual Aid Peace Officers Powers Act) and Chapter 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington.

3. PURPOSE. The parties hereto desire to establish a Special Investigations Unit consisting of law enforcement officers from the various local law enforcement agencies to help facilitate orderly, thorough and objective investigations of incidents involving law enforcement officers that result in grievous or fatal injury to another person or to an officer resulting from acts of another person. Any party may request assistance from SIU considering the complexity of an investigation that requires additional resources.

4. FORMATION. There is hereby created a multi-jurisdictional team to be known as the "SPECIAL INVESTIGATIONS UNIT" ("SIU"), the members of which shall be officers from some or all of the parties hereto and who shall be selected and shall operate in accordance with the Special Investigations Unit Protocol, attached as Exhibit A and incorporated herein by reference ("SIU Protocol").

5. DURATION AND TERMINATION. The term of this Agreement shall be through December 1, 2018. This Agreement shall automatically extend for consecutive one (1) year terms, unless terminated pursuant to the terms of this Agreement.

A party may terminate this Agreement or, alternatively, withdraw its participation in SIU by providing written notice to the chief law enforcement officer for each party of its intent to terminate or withdraw from this Agreement. A notice of termination or withdrawal shall become effective upon the latter of: a) ninety (90) days after service of the notice on the chief law enforcement officers for all parties; or b) at the conclusion of any SIU investigation that is pending on the date specified by (a) above.

6. GOVERNANCE. SIU shall be governed by the SIU Protocol attached hereto and incorporated by reference. The SIU Protocol may be amended from time to time by written approval of the Sheriffs and Chiefs for all parties to this Agreement. Upon such amendment, the amended SIU Protocol will be provided to each Sheriff and Chief and shall supercede any prior versions of that document.

7. ASSIGNMENT OF OFFICERS. The parties agree to cooperate with respect to the assigning of officers to the SIU and that the appointment of SIU officers will be in accordance with the SIU Protocol.

8. REQUEST FOR SIU ASSISTANCE. As stated in the SIU Protocol, departments are under no obligation to request the assistance of SIU. If the assistance of the SIU is requested, the SIU shall be activated and will operate pursuant to the SIU Protocol.

9. ALLOCATION OF LIABILITY/INDEMNIFICATION. Each of the parties agrees that any liability or claim for property damages arising out of the actions or inactions of an officer that has been appointed to the SIU and acting within the course and scope of the officer's duties as a member of the SIU shall be the responsibility of the party that requests SIU assistance. Each of the parties agrees that any other liability or claim arising out of the actions or inactions of an officer that has been appointed to the SIU and acting within the course and scope of the officer's duties as a member of the SIU shall be the responsibility of the agency employing the SIU officer(s) whose actions or inactions are in question. These provisions are intended to expressly allocate liability by written agreement as authorized by RCW 10.93.040. These provisions are not intended to require indemnification or payment by any party of that portion of any judgment against any members of the SIU team or

party hereto based on intentional wrongful conduct that is outside the scope of employment of any members of the SIU or of that portion of any judgment for punitive damages against a SIU team member or party to this Agreement. Payment of punitive damages, if any, shall be the sole responsibility of any individual against whom said judgment is rendered unless his or her employer elects to make said payment voluntarily.

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 SIU, such party shall promptly notify all other parties in writing that said claim or lawsuit has been filed or commenced.

10. COMPLETE AGREEMENT. This Agreement and the exhibit attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded. This Agreement supersedes all prior negotiations, agreements and understandings with respect thereto including but not limited to the SIU interlocal agreement executed by several of the parties in early 2011. This Agreement may only be amended by a written document duly executed by all parties.

11. INTERLOCAL COOPERATION ACT PROVISIONS. No special budget or funds are anticipated nor created to implement this Agreement. 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 contemplated other than as specifically provided within the terms of this Agreement. The Chief of Police for the City of Richland or his or her designee shall be the Administrator of this Interlocal Agreement.

12. FILING WITH AUDITOR. This Agreement shall be filed with the Benton County Auditor.

13. AUTHORIZED SIGNATORIES. 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.

BENTON COUNTY

[Signature]
Steve Keane, Sheriff
Date: 7/25/16

[Signature]
Andy Miller, Prosecuting Attorney
Date: JULY 25, 2016

Attest:

By: _____

Approved as to form:

[Signature]
Ryan Brown, Chief Deputy Prosecutor

FRANKLIN COUNTY

[Signature]
Jim Raymond, Sheriff
Date: [Signature]

[Signature]
Shawn Sant, Prosecuting Attorney
Date: Aug. 10, 2016

Attest:

By: _____

Approved as to form:

[Signature]
Ryan Verhulp, Deputy Prosecutor

CITY OF KENNEWICK

[Signature]
Ken Hohenberg, Chief of Police
Date: 08/17/16

[Signature]
Marie Mosley, City Manager
Date: 8/16/16

Attest: [Signature]
By: City Clerk

Approved as to form:

[Signature]
Lisa Beaton, City Attorney

CITY OF PASCO

[Signature]
Robert Metzger, Chief of Police
Date: 10-7-16

[Signature]
Dave Zabell, City Manager
Date: _____

Attest: _____
By: _____

Approved as to form:

[Signature]
Leland B. Kerr, City Attorney

CITY OF RICHLAND

[Signature]
Chris Skinner, Chief of Police
Date: 11/10/17

[Signature]
Cindy Johnson, City Manager
PERANTS

CITY OF CONNELL

[Signature]
Chris Turner, Chief of Police
Date: 2/6/2018

[Signature] 02/05/18
~~Bruce Blackwell~~, Mayor
Lee Barrow

Date: 1-25-17

Attest: Marcia Hopkins
By: City Clerk

Approved as to form:
Heather Kintzley
Heather Kintzley, City Attorney

CITY OF WEST RICHLAND

Ben Majetich
Ben Majetich, Chief of Police
Date: 10/3/2016

Brent Gerry
Brent Gerry, Mayor
Date: 10/3/2016

Attest:
By: _____

WASHINGTON STATE PATROL

John R. Batiste, Chief of
Washington State Patrol
Date: _____

**WASHINGTON STATE DEPARTMENT OF
FISH AND WILDLIFE**

Steven Crown, Chief
Date: _____

City of Walla Walla

Scott Bieber
Scott Bieber, Chief of Police
Date: 8/17/16

Nabiel Shawa
Nabiel Shawa, City Manager

Date: 2-6-2018

Attest: Chose Carney
By: City Clerk/Treasurer

Approved as to form:
Dan Hultgren
Dan Hultgren, City Attorney

CITY OF PROSSER

David Giles
David Giles, Chief of
Police
Date: 1/25/17

Dave Stockdale
Dave Stockdale, City Administrator
Date: 1/27/17

Attest:
Rachel Shaw
By: Rachel Shaw, City Clerk

**Walla Walla County Sheriff's
Office**

John A. Turner
John A. Turner, Sheriff
Date: 8/17/16

James L. Nagle
James L. Nagle, Walla Walla County
Prosecutor
Date: Aug. 17, 2016

City of Kennewick

Steve Young
Steve Young, Mayor
Date: 8/16/16

Attest:
By: _____

Date: 8/17/2016

Attest: Kammy D. Hill

By: Kammy D. Hill, City Clerk

Approved as to form:
Tim Donaldson

Tim Donaldson, City Attorney

EXHIBIT A

[SIU Protocol]

Date: 1-25-17

Attest: Marcia Hopkins
By: City Clerk,

Approved as to form:
Heather Kintzley
Heather Kintzley, City Attorney

CITY OF WEST RICHLAND

Ben Majetich
Ben Majetich, Chief of Police
Date: 10/3/2016

Brent Gerry
Brent Gerry, Mayor
Date: 10/3/2016

Attest:
By: _____

WASHINGTON STATE PATROL

John R. Batiste, Chief of
Washington State Patrol
Date: _____

**WASHINGTON STATE DEPARTMENT OF
FISH AND WILDLIFE**

Steven Crown
Steven Crown, Chief Steve Bear
Date: 1/9/18

City of Walla Walla

Scott Bieber
Scott Bieber, Chief of Police
Date: 8/17/16

Nabiel Shawa
Nabiel Shawa, City Manager

Date: _____

Attest: _____
By: _____

Approved as to form:

Dan Hultgrenn, City Attorney

CITY OF PROSSER

David Giles
David Giles, Chief of
Police
Date: 1/25/17

Dave Stockdale
Dave Stockdale, City Administrator
Date: 1/27/17

Attest:
Rachel Shaw
By: Rachel Shaw, City Clerk

**Walla Walla County Sheriff's
Office**

John A Turner
John A Turner, Sheriff
Date: 8/17/16

James L Nagle
James L Nagle, Walla Walla County
Prosecutor
Date: Aug. 17, 2016

City of Kennewick

Steve Young
Steve Young, Mayor
Date: 8/16/16

Attest:
By: _____

Date: 8/17/2016
Attest: Kammy D. Hill
By: Kammy D. Hill, City Clerk

Approved as to form:
[Signature]
Tim Donaldson, City Attorney

EXHIBIT A

[SIU Protocol]

Approved as to form:

Heather Kintzley, City Attorney

CITY OF WEST RICHLAND

Ben Majetich, Chief of Police
Date: _____

Brent Gerry, Mayor
Date: _____

Attest:

By: _____

WASHINGTON STATE PATROL



John R. Batiste, Chief of
Washington State Patrol
Date: 5/24/17

**WASHINGTON STATE DEPARTMENT OF
FISH AND WILDLIFE**

Chris Anderson, Chief
Date: _____

City of Walla Walla

Scott Bieber, Chief of Police
Date: _____

Nabiel Shawa, City Manager
Date: _____

Attest: _____

By: _____

Approved as to form:

Dan Hultgrenn, City Attorney

CITY OF PROSSER

David Giles, Chief of
Police
Date: _____

Dave Stockdale, City Administrator
Date: _____

Attest:

By: _____

**Walla Walla County Sheriff's
Office**

John A Turner, Sheriff
Date: _____

James L Nagle, Walla Walla County
Prosecutor
Date: _____