

**INTERLOCAL AGREEMENT FOR SPECIAL
WEAPONS AND TACTICS TEAM (REGION 1 SWAT) COOPERATION**

This INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (SWAT) COOPERATION (this "Agreement") is made and entered into as of this 15th day of January, 201~~3~~⁴, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), the CITY OF EVERETT, a Washington municipal corporation (the "City").

RECITALS

- A. The County and City are public agencies as defined by chapter 39.34 RCW and chapter 10.93 RCW, and are authorized to entered into inter-local agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and
- B. The County and the City recognize that incidents of a serious criminal nature do occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. These incidents create demand on both the County and the City respective to each party's resources. The parties believe these resources are economically served by forming a regional Special Weapons and Tactics Team (hereinafter SWAT).
- C. Each jurisdiction currently maintains their own SWAT team, however both parties intend through this Agreement to combine their respective SWAT resources to form a single regional SWAT Team. The regional SWAT team (hereinafter "Region 1 SWAT") shall be specially structured, trained and equipped to respond to and resolve high risk criminal activity in both the CITY and the COUNTY
- D. The County and the City intend that a regional team facilitates increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in, this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. TERM

1.1 Initial Term

The initial term of this Agreement shall be for one (1) year (the "Initial Term"), from the effective date of this Agreement. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the Snohomish County Auditor or posted on the County's Interlocal Agreements website. The effective date provided, however, that both parties' obligations after December 31, 2014, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with each parties' Charter and applicable law.

1.2 Extensions

The term of this Agreement may be extended for up to two (2) additional periods of five (5) years each (respectively, the "First Extended Term" and the "Second Extended Term"). Extension of the Agreement shall be automatic unless one of the parties provides written notice of termination as more fully described in Section 15 of this Agreement.

2. ESTABLISHMENT OF THE REGION 1 SWAT TEAM

The ability to safely control, contain, and resolve high risk criminal incidents that require the application of specialized equipment, training and tactics, including but not limited to barricaded subjects, hostage situations, high risk felony arrests, high risk search warrants, as well as incidents involving weapons of mass destruction, has strained the resources of the City and the County. Law enforcement efforts directed at these high risk criminal incidents have, for the most part, been conducted by law enforcement agencies working independently. A multi-jurisdictional effort to respond to and resolve specific high risk criminal incidents is anticipated to result in more effective pooling of personnel, improved utilization of County and City funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This cooperation results in improved services for the citizens of all participating jurisdictions, increased safety for team members and the community, and improved cost effectiveness. Therefore, the County and the City hereby establish a Region 1 SWAT Team to effectively address the concerns described above.

3. REGION 1 SWAT TEAM STRUCTURE

Region 1 SWAT Team (hereafter referred to as the "Team") shall initially be composed of 36 tactical operators and support personnel, comprised of a minimum of 18

positions provided by the CITY and 18 positions provided by the COUNTY. Additional positions include the Team Commander and the Team Leader. The parties agree that during this initial period the Team Leader shall be the current Sheriff's Office SWAT Team Commander while the Team Commander shall be the current Everett Police SWAT Team Commander. The parties further agree that as these positions become vacant either or both positions may be staffed by the CITY or the COUNTY as determined by the Sheriff and Everett Police Chief. The Team make-up and personnel assignments are delineated in the SWAT Standard Operating Procedures.

The 36 Team members shall not include peripheral operators such as vehicle operators, K-9 officers, Public Information Officers, investigators or intelligence officers that may or may not respond to a SWAT call in a support function.

4. REGION 1 SWAT TEAM ADMINISTRATIVE OVERSIGHT

The Sheriff and Everett Police Chief shall have ultimate decision making authority and will approve changes to standard operating procedures, and appointments of personnel to Region 1 SWAT. They shall also evaluate the performance of the Team and prepare the annual REGION 1 SWAT budget for presentation to the CITY and the COUNTY, if necessary. Nothing in this designation limits the CITY and COUNTY from independently approving or disapproving any proposed budget or other obligation not resolved in this agreement.

The Team Commander shall present a report annually to the Sheriff and Everett Police Chief that outlines the prior year's training, missions, personnel changes, major equipment acquisitions and anticipated activity.

Both parties agree that personnel selection processes, training standards and requirements will minimally meet the standards outlined in the Standard Operating Procedure. Nothing in this agreement shall prohibit either agency from requiring additional agency specific qualification standards and/or training requirements beyond that required in the Standard Operating Procedure.

5. TEAM COMMAND: ACTIVATION AND DEPLOYMENTS

A. Team Commander:

1. The Team Commander has overall operational responsibility and tactical command during deployments. The Team Commander shall provide oversight of tactical operations and shall have the responsibility of validating and approving tactical plans and actions.

2. The Team Commander shall report to the Incident Commander, when such is designated.
- B. Team Leader:
1. The Team Leader is responsible for the deployment of the Team and directing what Team personnel and assets will be required.
 2. The Team Leader will have direct operational command and control for resolving the mission being undertaken by the Team.
 3. The Team Leader will report to the Team Commander.
 4. In the absence of the Team Commander, the Team Leader shall assume the functions/responsibilities of the Team Commander.
 5. In the absence of the Team Leader, a qualified Squad Leader shall be designated by the Team Commander to perform as the Team Leader, with the expectation that the designated Squad Leader cannot also function as the Team Commander.
- C. Nothing in the section shall prohibit or otherwise prevent either agency from sending designated supervisory personnel to any deployment for the purpose of monitoring and/or evaluating their agency's personnel, training, and or equipment. During a deployment operational command will follow the Standard Operating Procedures (See section 6 following) developed for the SWAT Team.

6. DEVELOPMENT AND REVIEW OF STANDARD OPERATING PROCEDURES

- A. The parties will cooperatively develop a Procedure Manual (SOP) for the Region 1 SWAT Team.
- B. This SOP will be annually reviewed and approved by the Sheriff and Everett Police Chief.

7. COST SHARING/BUDGET AND FINANCE

It is the intent of the parties that operational, training, and equipment costs of Region 1 SWAT be shared equitably among the parties. It is recognized that Region 1 SWAT will not exist as a single budgeted entity in either party's budget. The Sheriff and Everett Police Chief or designee(s) will be responsible for determining the proper allocation between the parties of any shared costs/expenses associated with Region 1 SWAT.

8. COST REIMBURSEMENT

Any party that receives Equipment from the other party pursuant to this Agreement shall reimburse the party that provided the Equipment for the providing party's actual costs

incurred in providing same. A party that supplies Equipment to the other party under this Agreement shall deliver to the party that received such Equipment a written invoice detailing the actual costs incurred by the providing party in supplying the Equipment at issue. The receiving party shall pay the providing party's invoice within thirty (30) days of receiving same.

9. EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION

For purposes of this Agreement, the term "Equipment" shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing one or more Region 1 SWAT activities.

9.1 Basic Requirements

Both parties agree to issue/maintain individual equipment, uniforms, protective equipment, and weapons as outlined in the Standard Operating Procedure. Both parties agree to supply/maintain necessary pooled team equipment as outlined in the Standard Operating Procedure.

It is the intent on both parties not to restrict personnel operating under a joint agreement from utilizing any equipment, gear or weapons owned by either agency as required by the Team Commander under the guidelines of the Standard Operating Procedure.

9.2 Care and Maintenance

A party receiving Equipment pursuant to this Agreement shall be responsible for the proper care, use, maintenance and security of the Equipment from the time the receiving party receives the Equipment until the Equipment is returned to the providing party. Should any Equipment be returned to a providing party in a damaged or deteriorated condition (not attributable to normal wear and tear during proper use), the party that returned the Equipment in a damaged or deteriorated condition shall pay the party that provided the Equipment the costs of repairing or replacing the Equipment at issue.

9.3 Use and Operation

The parties agree that equipment provided under this agreement shall only be used by personnel qualified in its use through appropriate training and/or supervision.

9.4 Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10. COVENANT TO COOPERATE

The County and the City hereby covenants to the other parties to this Agreement that it shall use good-faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

11. COMPLIANCE WITH LAWS

The County and the City shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

12. INTERLOCAL COOPERATION ACT (Chapter 39.34 RCW)

The purpose of this Agreement is to establish and maintain a multi-jurisdictional cooperative SWAT Team to effectively respond to high risk criminal incidents. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

13. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold every other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or Default (as such term is defined in Section 16.1 below) of the indemnifying party under this Agreement. The provisions of this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. NOTIFICATION OF CLAIMS AND LAWSUITS

In the event that a lawsuit is brought against the County, the City, its officers or employees for actions arising out of their conduct in support of SWAT Team operations, it shall be the duty of either the County or the City to notify the other party that said claims or lawsuit has been initiated.

15. TERMINATION

Either party may terminate this Agreement for any reason by providing written notice to the other party sixty (60) days prior to the effective date of termination.

16. DEFAULT AND REMEDIES

16.1 Default

If any party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party or parties to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

16.2 Remedies; Attorneys' Fees

In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 16.1 above, the party or parties to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity. In any action between any of the parties hereto seeking the enforcement of any of the terms or provisions of this Agreement, the prevailing party or parties in such action shall be awarded, in addition to damages, injunctive or other relief, their reasonable costs and expenses, including, without limitation, reasonable attorneys' fees.

17. RECORDS

All records possessed related to the performance of this Agreement shall be available for full inspection and copying by any participating jurisdiction. Records maintenance and retention shall be in accordance with the Standard Operating Procedures.

18. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to another party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with

proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the County:

Snohomish County Sheriff's Office
Special Operations
3000 Rockefeller Avenue, M/S 606
Everett, WA 98201
Attention Capt Tom Davis
Telephone: (425) 388-3400
Facsimile: (425) 388-3805
tdavis@snoco.org

To Everett:

The City of Everett
Special Operations Lieutenant
3002 Wetmore Ave.
Everett, WA 98201
Attention Lt. Rod Sniffen
Telephone: (425) 257-8568
Facsimile: (425) 257-6500
Email: rsniffen@everettwa.gov

Any party hereto may, by reasonable notice to the other parties, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

19. ADDITIONAL PARTIES

Additional governmental entities, including, but not limited to, other municipal corporations and/or counties, may, in the future, elect to participate in the Region 1 SWAT Team established by this Agreement by executing an addendum to this Agreement, substantially in the form attached hereto as Exhibit A. In order to become effective, each such addendum must be executed not only by the party desiring to begin participation in the Region 1 SWAT Team, but also by all current parties to this Agreement, and the Addendum must then be recorded with the Snohomish County Auditor.

20. MISCELLANEOUS

20.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

20.2 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

20.3 Interpretation

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

20.4 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

20.5 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

20.6 Assignment

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

20.7 Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

20.8 No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

20.9 Exhibits

The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

EXHIBIT A - Addendum Adding an Additional Party

20.10 Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

THE COUNTY:

CITY OF EVERETT:

Snohomish County, a political subdivision of the State of Washington

The City of Everett, a Washington municipal corporation

By John Lovick
Name: John Lovick
Title: COUNTY EXECUTIVE

By Ray Stephanson
Name: Ray Stephanson
Title: Mayor

Attest: Jim Moen
Deputy City Clerk

Approved as to Form:
Sydney M. Dornis
Deputy Prosecuting Attorney

Approved as to Form:
James A. Dles
City Attorney

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

OUT FOR SIGNATURE

Date 1/15

PROJECT TITLE:

Inter-local Agreement with Snohomish County for the creation of a Region 1 Special Weapons and Tactics Team (SWAT)

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL # _____
 Originating Department Police
 Contact Person Rod Sniffen
 Phone Number 425-257-8568
 FOR AGENDA OF 12-31-13

Initialed by:
 Department Head _____
 CAA db
 Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
		<ul style="list-style-type: none"> • Region 1 SWAT Procedure Manual • Exhibit A Addendum to Adding an Additional Party 	Police, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Everett Police Department desires to enter into an agreement with the Snohomish County Sheriff's Office to create a combined Regional Special Weapons and Tactical Response Team known as the Region 1 SWAT Team. Currently, the Everett Police and Snohomish County Sheriff's Office each have stand-alone SWAT Teams. The two teams possess many of the same capabilities and often assist one another under a mutual aid agreement. A combined team will centralize resources, staffing, and expertise and will allow the agencies to work together at tactical incidents on a countywide level. A common Standard Operating Procedure manual has been developed that encapsulates what the two teams have learned and developed through training, best practices and assisting one another during actual tactical incidents. The result of combining resources is a diverse tactical unit that is highly trained and functional, without the need for additional resources.

*Council Authorized
1/13/13 ST*

RECOMMENDATION (Exact action requested of Council):

Authorize Mayor to sign Interlocal Agreement with Snohomish County for Region 1 Special Weapons and Tactics Team (Region 1 SWAT).