



MONROE CITY COUNCIL

Agenda Bill No. 20-097

SUBJECT:	<i>Authorize Mayor to Sign Second Amendment to Interlocal Agreement for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT)</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
7/14/2020	Police Dept.	Chief Jolley	Chief Jolley	Consent Agenda #8

- Discussion:** 04/07/2015 (original ILA); 04/05/2016; 07/14,2020
- Attachments:**
1. Second Amendment to Interlocal Agreement for SWAT/CNT Services
 2. First Amendment to Interlocal Agreement for SWAT/CNT
 3. Original Agreement for SWAT/CNT

REQUESTED ACTION: Move to authorize the Mayor to sign the Second Amendment to the Interlocal Agreement between the cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo, Mountlake Terrace, and Redmond; for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT); and expressly authorize any further minor revisions deemed necessary or appropriate.

POLICY CONSIDERATIONS

Per Section 11.6 of the City's Procurement Policy adopted in 2018, all Interlocal Agreements must be presented to Council for approval. This would include amendments to an Interlocal Agreement. The policy question for Council is if it should amend the City's Interlocal agreement with the City of Kirkland to include use of the armored vehicle "Bearcat."

DESCRIPTION/BACKGROUND

The Interlocal Agreement for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT) services [approved through AB15-064, April 7, 2015] is being updated through the proposed Second Amendment for the purpose of providing insurance and liability obligations for the use of the armored vehicle "BearCat" purchased by the Cities.

The armored vehicle "BearCat" is registered under the name of Kirkland; and insured by Kirkland for purposes of joint operations. Any city using the BearCat for that city's purposes will be responsible for liability for any accident arising from that city's use of the BearCat solely at the using city's expense. The cost of any injury or damage to third parties, caused by the using city or the cost of any damage to the BearCat will be the sole responsibility of the using city until such time as the BearCat reaches a point of deployment where the Cities are operating jointly under the terms of the Agreement. Similarly, until such time, the using city will also be obligated to defend, indemnify and hold the other Cities harmless from any and all claims that might arise as a result of that city's use of the BearCat.

Except as modified herein, all provisions within the Agreement shall remain in full force and effect and will govern this Amendment.

FISCAL IMPACTS

No fiscal impact to existing Interlocal. The second amendment does clarify that any damage caused by the city using the equipment will be borne by that city.

TIME CONSTRAINTS

The agreement is for the purpose of providing insurance liability for the City of Monroe use of the armored vehicle purchased by the cities.

ALTERNATIVES

Do not approve the agreement and provide direction to the Mayor and Staff regarding areas of concern.

AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BOTHELL,
EDMONDS, KIRKLAND, LAKE FOREST PARK, LYNNWOOD, MILL CREEK, MONROE
MUKILTEO, MOUNTLAKE TERRACE AND REDMOND; FOR THE NORTH SOUND
METRO SPECIAL WEAPONS AND TACTICS (SWAT)/
CRISIS NEGOTIATING TEAM (CNT)

This amendment to the Interlocal Agreement ("Agreement") between the Washington cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo, Mountlake Terrace and Redmond ("Amendment") is entered into by and between the aforementioned cities ("Cities") for the purpose of providing insurance and liability obligations for the use of the armored vehicle purchased by the Cities on or about _____ ("BearCat") that differ from those provisions agreed to with regard to other jointly owned property between the Cities under the Agreement.

Notwithstanding 1) any provisions of the Agreement to the contrary; 2) that the BearCat is registered under the name of Kirkland; and 3) insured by Kirkland for purposes of joint operations. Any city using the BearCat for that city's purposes will be responsible for liability for any accident arising from that city's use of the BearCat solely at the using city's expense. The cost of any injury or damage to third parties, caused by the using city or the cost of any damage to the BearCat will be the sole responsibility of the using city until such time as the BearCat reaches a point of deployment where the Cities are operating jointly under the terms of the Agreement. Similarly, until such time, the using city will also be obligated to defend, indemnify and hold the other Cities harmless from any and all claims that might arise as a result of that city's use of the BearCat.

Except as modified herein, all provisions within the Agreement shall remain in full force and effect and will govern this Amendment.

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates written below:

CITY OF BOTHELL

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF EDMONDS

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF KIRKLAND

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF LAKE FOREST PARK

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF LYNNWOOD

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MILL CREEK

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MONROE

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MOUNTLAKE TERRACE

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MUKILTEO

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF REDMOND

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

**FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BOTHELL, EDMONDS,
KIRKLAND, LAKE FOREST PARK, LYNNWOOD, MILL CREEK, MONROE,
MUKILTEO, AND MOUNTLAKE TERRACE; FOR THE NORTH SOUND METRO
SPECIAL WEAPONS AND TACTICS (SWAT)/
CRISIS NEGOTIATING TEAM (CNT)**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (First Amendment) is entered into by and between the City of Bothell, a Washington municipal corporation (Bothell), the City of Edmonds, a Washington municipal corporation (Edmonds), the City of Kirkland, a Washington municipal corporation (Kirkland), the City of Lake Forest Park, a Washington municipal corporation (Lake Forest Park), the City of Lynnwood, a Washington municipal corporation (Lynnwood), the City of Mill Creek, a Washington municipal corporation (Mill Creek), the City of Monroe, a Washington municipal corporation (Monroe), the City of Mukilteo, a Washington municipal corporation (Mukilteo), the City of Mountlake Terrace, a Washington municipal corporation (Mountlake Terrace), and the City of Redmond, a Washington municipal corporation (Redmond) (collectively referred to as Parties or Cities).

WHEREAS, the Cities are public agencies as defined by Chapters 39.34 and 10.93 RCW, and are authorized to enter into interlocal 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

WHEREAS, incidents of a serious criminal nature occur which require a need for a specially trained and equipped unit to effectively resolve the situation. These incidents create a demand upon the undersigned Cities respective to resources which are better and more economically served by combining resources to form a joint specialty team called the NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS, (the SWAT Team); and

WHEREAS, in June of 2015, the Cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo and Mountlake Terrace entered into the "Interlocal Agreement Between the Cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo and Mountlake Terrace; for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT)" (the Interlocal Agreement), for the purpose of creating the SWAT Team and establishing the respective Cities' rights, duties and obligations regarding the SWAT Team; and

WHEREAS, the Parties to the Interlocal Agreement and the City of Redmond wish to add the City of Redmond to the Interlocal Agreement through the execution of this First Amendment to the Interlocal Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Amendment to the Preamble to the Interlocal Agreement to Add City of Redmond to the Interlocal Agreement. The Preamble to the Interlocal Agreement is amended to add the City of Redmond, a Washington municipal corporation, as a Party to the Interlocal Agreement. The City of Redmond shall be included in the terms "Party," "Parties," "City" and "Cities." By executing this First Amendment, the City of Redmond agrees to the terms and conditions of the Interlocal Agreement.

2. Amendment to Section 3 of the Interlocal Agreement. The introductory paragraphs of Section 3 of the Interlocal Agreement are amended to read as follows:

The undersigned Cities hereby create an Executive Board (Board) to direct the SWAT Team. The Executive Board shall be comprised of the Police Chiefs of all participating Cities. Based upon recommendations from the SWAT Commander and or Board members, the Board reviews and approves changes and updates to the SWAT Policy and Procedures Manual (SWAT Policy) and also provides approval and gives direction on operational matters as presented and requested by the SWAT Team Commander.

Each member of the Board shall have an equal vote and voice on all Board decisions. All decisions, except those related to the SWAT Policy and Procedure manual, shall be made by a majority of voting Board members, provided a quorum of ~~six~~ **five (5)** Board members are present. SWAT Policy and Procedure decisions shall require a unanimous vote from all Board members. The Board will meet at least once a quarter.

3. Amendment to Section 10 of the Interlocal Agreement. Section 10 of the Interlocal Agreement is amended to read as follows:

10. NOTICES AND CONTACTS

Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Bothell
Attn: Police Chief
18410 101st Ave., N.E.
Bothell WA 98011

City of Edmonds
Attn: Police Chief
250 5th Ave., N.
Edmonds WA 98020

City of Kirkland
Attn: Police Chief
123 5th Ave.
Kirkland, WA 98033

City of Lake Forest Park
Attn: Police Chief
17425 Ballinger Way, N.E.
Lake Forest Park WA 98155

City of Lynnwood
Attn: Police Chief/Purchasing

City of Mill Creek
Attn: Police Chief

19321 44th Ave., W.
Lynnwood WA 98036

City of Monroe
Attn: Police Chief
806 West Main Street
Monroe WA 98272

City of Mukilteo
Attn: Police Chief
10500 47th PL W.
Mukilteo, WA 98275

15728 Main St.
Mill Creek, WA 98012

City of Mountlake Terrace
Attn: Police Chief
5906 232nd St., S.W.
Mountlake Terrace WA 98043

City of Redmond
Attn: Police Chief
8701 160th Ave NE
Redmond, WA 98052

Notices mailed by any City shall be deemed effective on the date mailed. Any City may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other Cities written notice of not less than seven (7) days prior to the effective date.

4. **Amendment to Title of the Interlocal Agreement.** The title of the Interlocal Agreement is amended to read as follows:

**INTERLOCAL AGREEMENT FOR THE NORTH SOUND METRO
SPECIAL WEAPONS AND TACTICS (SWAT)/
CRISIS NEGOTIATING TEAM (CNT)**

5. **No Further Changes or Modifications.** Except as otherwise specifically provided in this First Amendment, the terms, conditions, and provisions of the Interlocal Agreement shall remain in full force and effect.

6. **Execution.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

7. **Filing.** As provided by RCW 39.34.040, this First Amendment shall be filed prior to its entry in force with the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City.

Dated this 1ST day of JUNE, 2016.

CITY OF BOTHELL

By: _____

Title: _____

Dated: 2-11-16

ATTEST:

By: [Signature] _____

City Clerk

Dated: 2/12/16

APPROVED AS TO FORM:

By: [Signature] _____

City Attorney, Joe Beck

Dated: 2/18/16

CITY OF EDMONDS

By: W. U. Earle

Title: Mayor

Dated: 1-23-16

ATTEST:

By: [Signature]

City Clerk

Dated: 1-25-16

APPROVED AS TO FORM:

[Signature]

By: Sharon Cates

City Attorney

Dated: 1-23-16

CITY OF KIRKLAND

By: Marilyn Seard
Title: Deputy City Manager
Dated: 4/7/16

ATTEST:

By: Kate Anderson
City Clerk
Dated: 4-13-16

APPROVED AS TO FORM:

By: Cevin Raymond
City Attorney
Dated: 04/13/16

CITY OF LAKE FOREST PARK

By: [Signature]
Title: Mayor
Dated: 2/11/2016

ATTEST:

By: [Signature]
City Clerk
Dated: 2/11/16

APPROVED AS TO FORM:

By: [Signature]
City Attorney
Dated: 2-11-16

CITY OF LYNNWOOD

DocuSigned by:
By: Mayor Smith
Title: Mayor A65F8491F854468...
Dated: 3/9/2016

ATTEST:

DocuSigned by:
By: Sonja Springer
City Clerk 0BC7AD4EEA0748E...
Dated: 3/9/2016

APPROVED AS TO FORM:

DocuSigned by:
By: Rosemary Larson
City Attorney C187B97046CD409...
Dated: 3/9/2016

CITY OF MILL CREEK

By: Rebecca C. Palizzotto
Title: City Manager
Dated: 5.11.2016

ATTEST:

By: [Signature]
City Clerk
Dated: 5/11/16

APPROVED AS TO FORM:

By: n/a
City Attorney
Dated: _____

CITY OF MONROE

By: 
Title: Mayor
Dated: 4/5/2016

ATTEST:

By: 
City Clerk
Dated: 04/05/2016

APPROVED AS TO FORM:

By: 
City Attorney
Dated: 4/5/16

CITY OF MUKILTEO

By: James Hays
Title: Mayor
Dated: 2-2-16

ATTEST:

By: Janet Keeb
City Clerk
Dated: 2-2-16

APPROVED AS TO FORM:

By: _____
City Attorney
Dated: _____

CITY OF MOUNT LAKE TERRACE

By: [Signature]
Title: City Clerk
Dated: 2-1-16

ATTEST:

By: [Signature]
City Clerk
Dated: 2-1-16

APPROVED AS TO FORM:

By: [Signature]
City Attorney
Dated: 2-1-2016

CITY OF REDMOND

By: Jane Claus
Title: DEPUTY CITY ADMINISTRATOR
Dated: 3/8/16

ATTEST:

By: Michelle Hart
City Clerk
Dated: 3/10/16

APPROVED AS TO FORM:

By: [Signature]
City Attorney
Dated: 3/8/16



LYNNWOOD
WASHINGTON
POLICE

Received

JUL 21 2015

Monroe Police Department

July 16, 2015

RE: SWAT ILA

Chiefs, *Quinn*

Attached you will find a fully executed copy of the SWAT ILA. A PDF copy was also emailed this date.

Sincerely,

A handwritten signature in cursive script that reads "Karen Manser".

Karen Manser
Deputy Chief Bureau of Operations
Lynnwood Police Department
P.O. Box 5008
Lynnwood, WA 98046-5008
425-670-5602

DEDICATED TO PUBLIC SAFETY SINCE 1959

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BOTHELL, EDMONDS, KIRKLAND, LAKE FOREST PARK, LYNNWOOD, MILL CREEK, MONROE, MUKILTEO, AND MOUNTLAKE TERRACE; FOR THE NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS (SWAT)/ CRISIS NEGOTIATING TEAM (CNT)

THIS INTERLOCAL AGREEMENT (Agreement) is entered into by and between the City of Bothell, a Washington municipal corporation (Bothell), the City of Edmonds, a Washington municipal corporation (Edmonds), the City of Kirkland, a Washington municipal corporation (Kirkland), the City of Lake Forest Park, a Washington municipal corporation (Lake Forest Park), the City of Lynnwood, a Washington municipal corporation (Lynnwood), the City of Mill Creek, a Washington municipal corporation (Mill Creek), the City of Monroe, a Washington municipal corporation (Monroe), the City of Mukilteo, a Washington municipal corporation (Mukilteo), and the City of Mountlake Terrace, a Washington municipal corporation (Mountlake Terrace), (collectively referred to hereinafter as Parties or Cities).

WHEREAS, the Cities are public agencies as defined by RCW Chapter 39.34 and RCW Chapter 10.93, and are authorized to enter into interlocal 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

WHEREAS, incidents of a serious criminal nature do occur which require a need for a specially trained and equipped unit to effectively resolve the situation. These incidents create a demand upon the undersigned Cities respective to resources which are better and more economically served by combining resources to form a joint specialty team called the NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS, (hereinafter SWAT Team); and

WHEREAS, the SWAT Team shall be specially trained and equipped to provide a cooperative and joint effort among the undersigned Cities' police departments to respond to and resolve criminal activity of a high risk nature in accordance with state and federal law.

NOW, THEREFORE, be it agreed in accordance with RCW 39.34 and RCW 10.93:

1. CREATION AND AUTHORIZATION

The undersigned Cities hereby create THE NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS (SWAT) Team. The SWAT Team is hereby authorized and directed to achieve the objectives of this Agreement.

2. OBJECTIVE

The primary objective of the SWAT Team is to respond effectively and appropriately to incidents which create a significant and higher safety risk for officers/detectives in the field and the public.

3. EXECUTIVE BOARD/SWAT STRUCTURE

The undersigned Cities hereby create an Executive Board (Board) to direct the SWAT Team. The Executive Board shall be comprised of the Police Chiefs of all participating Cities. Based upon recommendations from the SWAT Commander and or Board members, the Board reviews and approves changes and updates to the SWAT Policy and Procedures Manual (SWAT Policy) and also provides approval and gives direction on operational matters as presented and requested by the SWAT Team Commander.

Each member of the Board shall have an equal vote and voice on all Board decisions. All decisions, except those related to the SWAT Policy and Procedure manual, shall be made by a majority of voting Board members, provided a quorum of five (5) Board members are present. SWAT Policy and Procedure decisions shall require a unanimous vote from all Board members. The Board will meet at least once a quarter.

3.1 SWAT Team Structure

3.1.1 The goal of the SWAT Team is to have a minimum of twenty-four (24) trained officers and one (1) Command Level Officer (SWAT Team Commander). Staffing shall be proportional to the size of the participating city police department's commissioned strength and the ability of that police department to staff positions.

3.1.2 When subsequent attrition occurs in the SWAT Team, such vacancies shall be filled based on a mutually agreed to and managed selection process approved by the Board.

3.1.3 The Board will determine the host police department for the SWAT Team and the selection of the SWAT Team Commander. The SWAT Team Commander will recommend appointments for the positions of Assistant SWAT Team Commander and SWAT Team Leader(s) to the Board who shall have final approval.

3.1.4 Incident command shall be the responsibility of the police department of jurisdiction in which the incident occurs. The police department of jurisdiction may delegate incident command responsibility to the SWAT Team Commander, or an appointed designee in his absence, but will still be required to provide a liaison to the SWAT Team Commander for the duration of the event.

3.1.5 Distraction devices, gas munitions, and entrance explosives will be stored and handled per the SWAT Policy and Procedures manual and other applicable state and federal laws and regulations.

3.1.6 The general specifications of SWAT equipment/weapons will be contained within the SWAT Policy and Procedures manual.

3.1.7 SWAT policies and procedures will be standardized and agreed to by all participating Board members including any modifications or amendments thereto. Each Board member understands that SWAT, when activated in their respective jurisdictions, will act in accordance with the SWAT Policy and Procedures manual, as unanimously approved by the Board.

3.1.8 Except as provided herein, all personnel are deemed to be continuing employment for their respective employers when activated as members of the functionally consolidated SWAT Team. Each participating City shall be solely and exclusively responsible for the compensation, benefits, and training expenses for those personnel. All rights, duties, and obligations of the employer and the employee shall remain with that participating City. Each City shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions on any applicable collective bargaining agreements and civil service rules and regulations and its disciplinary policies and procedures.

3.1.9 During field activation of the SWAT Team, an Incident Commander, SWAT Team Commander and SWAT Team Leader(s) will be designated. The duties and procedures to be utilized by the Incident Commander, SWAT Team Commander and SWAT Team Leader(s) shall be set forth in the SWAT Policy and Procedures manual approved by the Board.

3.2. Team Composition

The Board determines the SWAT Team composition and selection process.

3.3 Crisis Negotiating Teams

There will be a Crisis Negotiating Team (CNT) component. The Board will determine the composition of the Team and associated selection criteria.

3.4 Policy Development and Review

3.4.1 The Board shall determine who will coordinate development of SWAT Team policies and procedures. At a minimum, such policies and procedures shall address:

- a. Appointment to Team/Team Composition
- b. Risk Analysis Assessments
- c. Special Procedures

- d. Munitions Storage Policy/Equipment Considerations
- e. Diversionary Device Use and Deployment
- f. Firearms Qualification Standards
- g. Minimum Training Requirements/Fitness Standards
- h. Mutual Aid Responses

3.4.2 Following policy and procedure review and approval, copies of the SWAT Policy and Procedures manual will be provided to the police departments of participating Cities .

4. COST SHARING/BUDGET AND FINANCE

The Parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the SWAT Team, in accordance with the following:

4.1. For purposes of general administration, the Board shall determine which City shall be designated as the Host police department. That police department will coordinate budgetary expenditures with all participating Cities.

4.2. All costs associated with the initial and continued outfitting of a SWAT Team member, including but not limited to, clothing and weapons shall be the responsibility of the employing City of any team member. This equipment shall remain the property of the purchasing City. The maintenance and replacement of individual team member's equipment shall be the responsibility of the employing City.

4.3. Any overtime costs associated with all deployment operations or team training of SWAT Team members shall be the responsibility of the employing City of any team member.

4.4. All member participating Cities understand there is need for equipment, and/or training for specialty positions within the team, that may be utilized by any qualified team member during the course of operations or training.

4.5. Each participating City will provide an amount of money determined by the Board and approved through the budget processes of each participating City's legislative body for necessary purchases per calendar year for approved operational expenditures. The Board shall designate one (1) participating City which will establish a single SWAT Team operational budget. Participating Cities agree to leave any money left over from that calendar year in the SWAT operational budget, which will be held in the account to supplement/augment SWAT organizational operations with the approval of the Board.

4.6. By May of each year, the SWAT Team Commander will submit a proposed operational budget request for approval to the Board, itemizing anticipated team/specialty

training and team equipment purchase requests for the following budget cycle. Each participating City will then submit for review and consideration the proposed operational and team/specialty training and team equipment budget via their own budget process. All team/specialty equipment purchases made during the calendar year will be documented via an inventory database spreadsheet. Training and equipment for individual team members will be the responsibility of each participating City.

4.7. During unusual occurrences, emergency expenses outside the parameters of the approved SWAT Team operational budget can be approved and ratified by agreement with a quorum of the Board. These expenses will be incurred only out of operational necessity (i.e., additional overtime or supplies related to a SWAT operation).

4.8. All Parties intend that the budget and finance provision contained herein shall support the activities of SWAT Team operations and training.

5. LIABILITY FOR INDEMNIFICATION AND DEFENSE FROM THIRD PARTY CLAIMS

5.1 Equal Sharing of Liability

The Cities agree that liability for the negligent or unintentionally tortious actions of the SWAT Team or any police officer or employee working for or on behalf of the SWAT Team be shared equally on an equal shares basis between the participating Cities. It is further the agreement of the Cities that no City should be required to pay more than an equal share of the cost of payment of any judgment or settlement for a liability claim which arises out of and is proximately caused by the actions of any officer, employee or City which is acting on behalf of or in support of the SWAT Team and acting within the scope of any person's employment or duties to said SWAT Team. This risk sharing agreement shall not apply to judgments against any party or officer for punitive damages or for damages resulting from intentionally tortious actions. This general agreement on liability sharing is subject to the following terms and conditions set for the below in Sections 5.2 to 5.10.

5.2 Hold Harmless

Each City agrees to hold harmless and indemnify the other participating Cities from any loss, claim or liability arising from or out of the negligent or unintentional tortious actions or inactions of its officers and employees or each other as related to any SWAT Team activity. Such liability shall be apportioned among the Cities equally on an equal shares basis subject to any limitation set forth below.

5.3 Defense of Lawsuits

Each City shall be responsible for selecting and retaining legal counsel for itself and for any employee of said City who is named in a lawsuit alleging liability arising out of

SWAT Team operations. Each City who retains counsel for itself and/or its officers and employees shall be responsible for paying the attorney's fees incurred by that counsel. The Cities shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

5.4 Notice of Claims and Lawsuits and Settlements

In the event that a lawsuit is brought against a participating City, its officers and employees for actions arising out of their conduct in support of the SWAT Team operations, it shall be the duty of each said City to notify the other Cities that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single City shall require equal shares contribution by any City unless it was done with the knowledge and specific consent of the other participating Cities. Any settlement made by any individual City or member which does not have the consent of the other participating Cities to this Agreement will not require any sharing of payment of said settlement on behalf of the non-consenting Cities.

5.4.1 Settlement Procedure

5.4.1(1) Any City who believes that it would be liable for a settlement or judgment which should be equally shared by the other participating Cities to this Agreement shall have the burden of notifying each other participating City of all settlement demands made to that City and any claims and/or lawsuits naming that city and/or its officers and employees for what may be a joint liability. Furthermore, if the other participating Cities are not named as parties to the actions, it shall be the burden of the City named in the lawsuit to keep the other participating Cities fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require the specific consent of all participating Cities to this Agreement before any equal share obligations for payment by all participating Cities becomes effective.

5.4.1(2) No City shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all participants to this Agreement and on behalf of their respective employees and officers. It is the intent of this Agreement that the Cities act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all Parties to this Agreement agree with the settlement costs or, in the alternative, that all Parties to this Agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the participating Cities to this Agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

5.4.1(2)(1) The Cities shall be free to seek a separate settlement with the claimant and/or plaintiff which would eliminate the liability of that City and/or its officers and employees and, if such separate settlement is reached, that City would have no responsibility to pay any proportionate amount of any judgment rendered against the Cities and/or their officers and employees that did not settle. A City making a separate settlement would not have to pay any proportion amount of any subsequent settlement that others might reach. Any City making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said City had reached separately with the claimant and/or plaintiff.

5.5 Cooperation in Defense of Lawsuits

The Cities and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the SWAT Team and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

5.6 Payment of Judgments

Unless there is an exception as provided in paragraphs 5.4.1(2) and 5.4.1(2)(1), it is the intention of the participating Cities under this Agreement to jointly pay any judgment on an equal share basis for any judgment against any officer and/or employee and/or City for negligence or unintentional tortious action arising out of their conduct in the course of their employment or duties as SWAT Team members or in support of such SWAT Team operations; regardless of what percentage of liability may be attributed to that participating City or its officers and employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the Parties to add up the total combined judgment against any participating City and/or officer and/or employee for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into equal shares and each City would then pay its equal share of the total combined judgment to satisfy the judgment. Any City which refused to pay its equal share would then be liable to the Cities who paid that City's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying City.

5.7 Nothing Herein Shall Require Or Be Interpreted To:

5.7.1 Waive any defense arising out of RCW Title 51.

5.7.2 Limit or restrict the ability of any City, officer or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to

seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

5.7.3 Cover or apportion or require proportionate payment of any judgment against any individual or City for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or City. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

5.8 Insurance Coverage

The Cities shall, to the best of their ability, coordinate their liability insurance coverage's and/or self-insured coverage's to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the member Cities signing this Agreement and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual City from its obligation under this Agreement.

6. NON-WAIVER

A waiver by any City hereto of a breach of any other City hereto of any covenant or condition of this Agreement shall not impair the right of the City not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of any City to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

7. AMENDMENTS

This Agreement may only be amended by written agreement of all the undersigned Cities that have not terminated their respective participation under this Agreement.

8. SEVERABILITY

Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

9. TERM AND TERMINATION

9.1 The minimum term of this Agreement shall be one (1) year, effective upon its adoption. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the participating jurisdictions, unless and until terminated pursuant to the terms of this Agreement.

9.2 Any Party may withdraw from and terminate participation under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Parties herein. Withdrawal during any calendar year shall not entitle the withdrawing Party to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing Party for any calendar year. Termination of this Agreement and/or withdrawal of a Party shall not terminate Section 5 hereof with respect to the withdrawing Party as to any incident arising prior to the withdrawal of the Party and Section 5 shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

9.3 A majority of the participating Cities may terminate this Agreement at any time. Such termination shall be set forth in a document signed by the authorized Chief Executive Officer or designee of a majority of the participating Cities.

9.4 Upon termination of this Agreement by the participating Cities, property used and/or in the possession of the SWAT Team pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and Class C low explosives, shall belong to and shall be returned to the City that provided or paid for such items. Items that were jointly purchased by the Cities will be distributed between the police departments on a basis agreed to in writing by the respective police chiefs.

9.5 In the event that a City withdraws from and terminates participation under this Agreement in accordance with Section 9.2, property that was paid for and/or provided by that City and was used and/or in the possession of the SWAT Team pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and Class C low explosives, shall belong to and shall be returned to the withdrawing/terminating City. Items that were jointly purchased by the Cities will continue to remain with and be available for use by the SWAT Team until such time that this Agreement is terminated in its entirety.

10. NOTICES AND CONTACTS

Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Bothell
Attn: Police Chief
18410 101st Ave., N.E.
Bothell WA 98011

City of Edmonds
Attn: Police Chief
250 5th Ave., N.
Edmonds WA 98020

City of Kirkland
Attn: Police Chief
123 5th Ave.
Kirkland, WA 98033

City of Lake Forest Park
Attn: Police Chief
17425 Ballinger Way, N.E.
Lake Forest Park WA 98155

City of Lynnwood
Attn: Police Chief/Purchasing
19321 44th Ave., W.
Lynnwood WA 98036

City of Mill Creek
Attn: Police Chief
15728 Main St.
Mill Creek, WA 98012

City of Monroe
Attn: Police Chief
806 West Main Street
Monroe WA 98272

City of Mountlake Terrace
Attn: Police Chief
5906 232nd St., S.W.
Mountlake Terrace WA 98043

City of Mukilteo
Attn: Police Chief
10500 47th PL W.
Mukilteo, WA 98275

Notices mailed by any City shall be deemed effective on the date mailed. Any City may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other Cities written notice of not less than seven (7) days prior to the effective date.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Snohomish County, Washington.

13. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

14. FILING

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City.

Dated this _____ day of _____, 2015

CITY OF BOTHELL

By: _____
Title: _____
Dated: 5-5-15

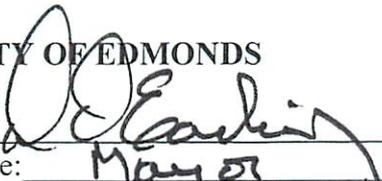
ATTEST:

By: [Signature]
City Clerk
Dated: 5/5/15

APPROVED AS TO FORM:

By: [Signature]
City Attorney
Dated: 5/1/15

CITY OF EDMONDS

By: 
Title: Mayor
Dated: 5.4.15

ATTEST:

By: 
City Clerk
Dated: 5-6-2015

APPROVED AS TO FORM:


By: _____
City Attorney
Dated: 5-6-2015

CITY OF KIRKLAND

By: Marilynne Beard
Title: Deputy City Manager
Dated: 6/8/15

ATTEST:

By: Anja Mullin
City Clerk Deputy City Clerk
Dated: 6/10/15

APPROVED AS TO FORM:

By: Robin Jensen
City Attorney
Dated: 6/10/15

CITY OF LAKE FOREST PARK

By: Mary Jane Barr
Title: Mayor
Dated: 4/10/2015

ATTEST:

By: Evelyn Phad
City Clerk
Dated: 4/10/15

APPROVED AS TO FORM:

By: K. A. Pratt
City Attorney
Dated: 4-9-15

CITY OF LYNNWOOD

By: D. Smith
Title: mayor
Dated: 5-18-15

ATTEST:

By: [Signature]
City Clerk
Dated: 5-18-15

APPROVED AS TO FORM:

By: [Signature]
City Attorney
Dated: 5-20-15

CITY OF MILL CREEK

By: [Signature]
Title: Interim City Manager
Dated: 5/14/15

ATTEST:

By: [Signature]
City Clerk
Dated: 5/14/15

APPROVED AS TO FORM:

By: [Signature]
City Attorney
Dated: 5/19/15

CITY OF MONROE

By: [Signature]
Title: [Signature]
Dated: 4/7/15

ATTEST:

By: [Signature]
City Clerk
Dated: 04/07/2015

APPROVED AS TO FORM:

By: [Signature]
City Attorney
Dated: 4/7/15



17
[Signature]

CITY OF MILL CREEK

By: _____
Title: _____
Dated: _____

ATTEST:

By: _____
City Clerk
Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney
Dated: _____



CITY OF MUKILTEO

By: *John Hyman*
Title: Mayor
Dated: 6.3.15

ATTEST:

By: *C. Boukhar*
City Clerk 6.3.15
Dated: _____

APPROVED AS TO FORM:

By: *[Signature]*
City Attorney
Dated: 2 June 15

CITY OF MOUNTLAKE TERRACE

By: *Julene Foster*
Title: *City manager*
Dated: *4/8/15*

ATTEST

By: *Virginia Volk*
City Clerk
Dated: *4/6/15*

APPROVED AS TO FORM:

By: *[Signature]*
City Attorney
Dated: *4-6-2015*