

## **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 by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, the CITY OF EVERETT, a municipal corporation of the State of Washington, and the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington (collectively referred to as “Participating Agencies”).

### **RECITALS**

- A. The Participating Agencies are public agencies as defined by chapter 39.34 RCW and chapter 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
- B. Incidents of a serious criminal nature occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. These incidents create demand on the Participating Agencies 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. Through this Agreement the Participating Agencies intend 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 occurring within each Participating Agency’s jurisdiction.
- D. The Participating Agencies desire to achieve 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 Participating Agencies agree as follows:

## **1. TERM**

### **1.1 Initial Term**

The initial term of this Agreement shall govern the parties performance beginning on January 16, 2025, (“Effective Date”) and continuing for two (2) years from the Effective Date of this Agreement, provided however that the parties’ obligations after December 31, 2025, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with each parties’ Charter and applicable law. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by the parties, and (ii) either filed with the Snohomish County Auditor or posted on one of the party’s Interlocal Agreements webpages or other electronically retrievable public source.

### **1.2 Extensions**

The term of this Agreement may be extended for up to two (2) additional terms of one (1) year each (respectively, the “First Additional Term” and “Second Additional Term”). Extension of the Agreement shall be automatic unless one of the parties provides written notice of withdrawal/termination as more fully described in Section 15 of this Agreement.

## **2. ESTABLISHMENT AND PURPOSE 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, dignitary protection, as well as other incidents identified by the Urban Area Security Initiative (“UASI”) grant program, has strained the resources of the Participating Agencies. 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 Participating Agencies 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 Participating Agencies hereby establish a Region 1 SWAT Team to effectively address the concerns described above.

## **3. REGION 1 SWAT TEAM BOARD**

The parties hereby create the Region 1 SWAT Team Board (hereinafter referred to as the “Board”) to direct the SWAT Team. The Board shall be comprised of the Snohomish County Sheriff and Police Chiefs of Participating Agencies. The Board shall have decision-making

authority and will approve changes to standard operating procedures (“SOP”) and appointments of personnel to Region 1 SWAT. The Board shall also evaluate the performance of the Team and review the annual SWAT budget.

All Board decisions, except those related to the SWAT SOP, shall be made by a majority of voting members of the Board, provided a quorum of three (3) voting Board members are present. The Board will meet at least once annually.

The Snohomish County Sheriff, or their designee, shall have one (1) vote. The Everett Police Chief, or their designee, shall have one (1) vote. The “At Large” agency’s Police Chief, or their designee, shall have one (1) vote. The “At Large” agency is the Participating Agency, other than the Snohomish County Sheriff or Everett Police Department, that has the most personnel actively assigned to the SWAT Team at the time a vote is taken. In the event that two or more Participating Agencies, other than the Snohomish County Sheriff or Everett Police Department, have the same number of personnel actively assigned to SWAT at the time a vote is taken, the At Large agency shall be the agency that became a Participating Agency first. The At Large agency shall seek input from Participating Agencies that do not have a vote, if any exist, before casting its vote.

Nothing in this designation limits the Participating Agencies from independently approving or disapproving any proposed budget or other obligation not resolved in this agreement.

#### **4. REGION 1 SWAT TEAM STRUCTURE**

4.1 Region 1 SWAT Team has an operational goal of having a minimum of thirty-six (“36”) total personnel made up of tactical operators, crisis negotiators and support personnel. The SWAT Commander will determine the composition of the team, as delineated in the SWAT SOPs.

4.2 The Board will select a SWAT Team Commander from Participating Agency personnel. The SWAT Commander shall have the following responsibilities:

- 4.2.1 Providing oversight of all SWAT tactical operations and shall be responsible for validating and approving tactical plans and actions.
- 4.2.2 No later than the end of the second quarter of each year, submitting a proposed operational budget for approval to the Board, including anticipated team training and equipment purchase requests for the following year.
- 4.2.3 No later than the end of the first quarter of each year, presenting an annual report to the Board outlining the prior year’s training, missions, personnel changes, and major equipment acquisitions.
- 4.2.4 Recommending appointments for the positions of Deputy SWAT Team Commander and SWAT Team Leader(s) to the Board, which shall have the authority for final appointment approval.

4.3 Participating Agencies agree that personnel selection processes, training standards and requirements will minimally meet the standards outlined in the SOP. Nothing in this Agreement shall prohibit any Participating Agency from requiring additional agency specific qualification standards and/or training requirements beyond those required by the SOP.

4.4 All Participating Agency personnel assigned to SWAT remain employees of their respective agencies when activated as members of the SWAT Team. Each Participating Agency shall be solely and exclusively responsible for the compensation, benefits, and training expenses their personnel. All rights, duties, and obligations of the employer and the employee shall remain with that Participating Agency. Each Participating Agency shall be responsible for ensuring compliance with all applicable laws regarding employees and with any applicable collective bargaining agreements, civil service rules and regulations.

## **5. TEAM COMMAND: ACTIVATION AND DEPLOYMENTS**

### **5.1 SWAT Commander**

5.1.1 The SWAT Commander has overall operational responsibility and tactical command during deployments. The SWAT Commander shall keep the Incident Commander, when such is designated, informed of the status of the incident.

### **5.2 Deputy SWAT Commander(s)**

5.2.1 The Deputy SWAT Commander(s) will report to the SWAT Commander.

5.2.2 The Deputy SWAT Commander will be responsible for developing tactical plans.

5.2.3 In the absence of the SWAT Commander, the Deputy SWAT Commander shall assume the functions/responsibilities of the SWAT Commander.

### **5.3 Team Leader**

5.3.1 The Team Leader is responsible for the deployment of the Team and directing what Team personnel and assets will be required.

5.3.2 The Team Leader is responsible for execution of the tactical plan in the field.

5.3.3 In the absence of the Team Leader, a qualified Squad Leader shall be designated by the SWAT Commander to perform as the Team Leader.

5.4 Nothing in the section shall prohibit or otherwise prevent the parties 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**

The parties will cooperatively develop Standard Operating Procedures (“SOP”) for the Region 1 SWAT Team. The SOP will be annually reviewed and approved by the Board. At a minimum, the SOP shall address: Selection criteria, appointment to the team, team composition, command structure, and team activation.

## **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. Notwithstanding any contrary provisions of this Agreement between parties, the parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the Team as follows:

7.1 For purposes of general administration, the City of Everett is designated as the Host police department. The City of Everett will coordinate budgetary expenditures with all Participating Agencies.

7.2 The City of Everett will establish a single Region 1 SWAT budget. All direct Region 1 SWAT costs determined by the Board will be expensed from the Region 1 SWAT budget. See Appendix A.

7.3 By the end of the first quarter of each year, the Participating Agencies will provide an amount of money determined by the Board and approved through the budget processes of each Participating Agency’s legislative body, for necessary purchases per calendar year for approved operational expenditures.

7.4 The City of Everett shall maintain a tracking of all SWAT related costs and expenditures made during a calendar year. For purpose of this Agreement, salary and benefits shall not be tracked or considered part of the Region 1 SWAT budget.

7.5 The Participating Agencies agree that any monies remaining in the Region 1 SWAT fund at the end of the year will be held by the City of Everett for the benefit of the Participating Jurisdictions and used to support Region 1 SWAT operations with the approval of the Board.

7.6 During unusual occurrences emergency expenses outside the parameters of the approved SWAT Team operational budget can be approved and by agreement of the Board. These expenses will be incurred only out of operational necessity (i.e., supplies related to a Region 1 SWAT operation).

## **8. GRANT FUNDING**

The Participating Agencies recognize the need to seek financial assistance through various grant programs. The administration and management of the grant, and related equipment obtained from grant funds, shall be the responsibility of the agency which applies for the grant. Grant management includes any matching funds, distribution agreements, audit, and reporting requirements as the recipient or sub-recipient.

## **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 Participating Agency Equipment Requirements**

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 team member’s employing agency. This equipment shall remain the property of the purchasing Participating Agency. The maintenance and replacement of individual team member’s equipment shall be the responsibility of the employing Participating Agency.

The parties do not intend to restrict personnel operating under this Agreement from utilizing any equipment, gear or weapons owned by another Participating Agency as may be directed by the SWAT Commander consistent with the guidelines of the SOP.

### **9.2 Care and Maintenance of Other Participating Agency Equipment**

A party receiving another party’s Equipment 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 Equipment Disposition Upon Withdrawal/Termination

In the event a Participating Agency withdraws from this Agreement in accordance with Section 15, Equipment that was paid for and/or provided by that Participating Agency pursuant to 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 Participating Agency. Equipment that was jointly purchased by Participating Agencies will remain with and be available for use by the SWAT Team until such time that the Agreement is terminated in its entirety.

Upon termination of the Agreement, Equipment used and/or in the possession of the SWAT Team pursuant to 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 Participating Agency that provided or paid for such items. Items that were jointly purchased by the Participating Agencies will be distributed by the Board.

## 10. COVENANT TO COOPERATE

The Participating Agencies covenant 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 Participating Agencies 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 any party in connection with the performance of this Agreement will remain the sole property of such party, and the other parties shall have no interest therein.

### **13. INDEMNIFICATION**

Each party to this Agreement shall indemnify, defend and hold every other party and its agents, employees 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 other parties may incur or pay out by reason of 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. The provisions of this Section 13 shall survive the expiration or earlier termination of this Agreement.

Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other parties, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

### **14. NOTIFICATION OF CLAIMS AND LAWSUITS**

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

### **15. WITHDRAWAL/TERMINATION**

Any party may withdraw from and terminate participation in this Agreement for any reason by providing written notice to the other parties sixty (60) days prior to the effective date of withdrawal/termination. 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 party shall not terminate Sections 13 and 14 with respect to the withdrawing party's obligations as to any incident arising prior to the withdrawal of the party.

The Board may terminate this Agreement at any time. Such termination shall be set forth in writing signed by a majority of the Board. Termination of this Agreement shall be effective on the date of the vote, except as provided in this section of the Agreement.

### **16. RECORDS**

16.1 All records relating to the performance of this Agreement shall be available for full inspection and copying by any Participating Agency. Records maintenance and retention shall be in accordance with the Standard Operating Procedures.



## 16.2 Public Records Requests

Each Participating Agency shall be responsible for retaining and producing the records it creates, owns, or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this section is intended to require a party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (Chapter 42.56 RCW).

## 17. NOTICES/ADMINISTRATOR

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. All such communications shall be addressed to the appropriate Administrator of this Agreement, who are designated as follows:

To the County:	The City of Lake Stevens:	To Everett:
Snohomish County Sheriff's Office 3000 Rockefeller Avenue, M/S 606 Everett, WA 98201 Attention Special Operations Bureau Chief Telephone: (425) 388-3467 Email: <a href="mailto:contact.sheriff@snoco.org">contact.sheriff@snoco.org</a>	The City of Lake Stevens 1825 S. Lake Stevens Rd Lake Stevens, WA 98258 Attention Chief of Police Telephone: 425-622-9378 Email: <a href="mailto:lspd@lakestevenswa.gov">lspd@lakestevenswa.gov</a>	The City of Everett 3002 Wetmore Ave. Everett, WA 98201 Attention Special Operations Lieutenant Telephone: (425) 257-8460 Email: <a href="mailto:police@everettwa.gov">police@everettwa.gov</a>

Any party hereto may, by reasonable notice to the other parties, designate such other address, or 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.

## 18. 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 Appendix B. In order to become effective, each such addendum must be executed by the party desiring to begin participation in the Region 1 SWAT Team and all current parties to this Agreement. The additional party must file the addendum with the Snohomish County Auditor or post it on the additional party's Interlocal Agreements webpage or other electronically retrievable public source.

## **19. MISCELLANEOUS**

### **19.1 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.

### **19.2 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.

### **19.3 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 any 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.

### **19.4 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.

#### 19.5 No Waiver

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

#### 19.6 Assignment

This Agreement shall not be assigned, either in whole or in part, by any party without the express written consent of the other parties, 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.

#### 19.7 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.

#### 19.8 Appendices

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

Appendix A – Identifying Region 1 SWAT Costs

Appendix B – Addendum Adding an Additional Party

#### 19.9 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:**

Snohomish County, a political subdivision  
of the State of Washington

By  
Name: Klein, Ken Digitally signed by  
Klein, Ken  
Date: 2025.02.04  
16:52:44 -08'00'  
Executive Ken Klein  
Executive Director

Recommended for approval:

By  
Name: Susanna K Johnson  
Sheriff

Name: Barker, Sheila Digitally signed by  
Barker, Sheila  
Date: 2025.02.03  
12:02:52 -08'00'  
Risk Management


Approved as to Form:

Downs, Lyndsey Digitally signed by Downs,  
Lyndsey  
Date: 2025.01.31 08:46:53 -08'00'  
Deputy Prosecuting Attorney

Address for Notice:  
Snohomish County Sheriff's Office  
3000 Rockefeller Avenue M/S 606  
Everett, WA 98201

**CITY OF EVERETT:**

The City of Everett, a Washington  
municipal corporation

By 

02/13/2025

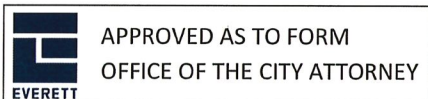
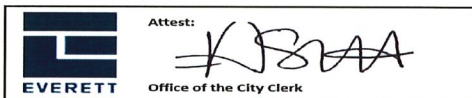
Name: Cassie Franklin

Title: Mayor

Recommended for approval:

John DeRousse

John DeRousse, Chief of Police



Address for Notice:

Chief of Police  
Everett Police Department  
3002 Wetmore Avenue  
Everett, WA 98201












# 2025 Region 1 SWAT ILA\_2-12-2025\_SD


Final Audit Report


2025-02-13


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-  Signer jderousse@everettwa.gov entered name at signing as John DeRousse  
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-  Document e-signed by John DeRousse (jderousse@everettwa.gov)  
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 Agreement completed.  
2025-02-13 - 10:00:06 PM GMT



**CITY OF LAKE STEVENS:**

The City of Lake Stevens, a Washington municipal corporation

By   
Brett Gailey (Feb 18, 2025 15:17 PST)  
Name: Brett Gailey

Title: Mayor

Recommended for approval:

By   
Name: Jeffrey Beazizo  
Chief of Police

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

  
Greg Anstello (Feb 18, 2025 14:32 PST)  
\_\_\_\_\_  
City Attorney

Address for Notice:  
Chief of Police  
Lake Stevens Police Department  
1825 S. Lake Stevens Road  
Lake Stevens, WA 98258












# Signature Page from 2025 Region 1 SWAT ILA

Final Audit Report

2025-02-18

Created:	2025-02-18
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2025-02-18 - 11:17:14 PM GMT



**Adobe Acrobat Sign**

# Appendix A

For the purpose of developing an annual agency contribution toward Region 1 SWAT, the total current non-labor related costs that include ammunition, specialty munitions, and other range related costs will be apportioned to each participating agency. On an annual basis, the Board will convene to discuss and determine agency contribution rates. Generally, an agency with more than 100 sworn personnel will contribute the highest amount, not to exceed 50% of the fund balance. Agencies with less than 100 sworn personnel will contribute an amount determined by the Board, but not less than 5% of the fund balance.

By the end of the 1<sup>st</sup> quarter of each year, Participating Agencies will contribute the amount of funds determined by the Board to be deposited into the Region 1 SWAT Fund.

Participating Agencies agree to leave any monies left over from that year in the Region 1 SWAT Fund balance set up by the host agency, which will be held in the account to supplement/augment Region 1 SWAT organizational operations with the approval of the Board.

During the first year of the Agreement, the Board has determined the following contribution rates:

Agency Contribution Rate	
SCSO	47.50%
EPD	47.50%
LSPD	5.00%
	0.00%
	0.00%

<b>Annual SWAT Fund</b>	<b>\$82,500</b>
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Agency Contribution Rates	
SCSO	\$39,188
EPD	\$39,188
LSPD	\$4,125
	.

## SWAT Commander budget request:

By the end of the 2<sup>nd</sup> quarter of each calendar year, the SWAT 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. The list should include items approved by the Board (i.e., specialty munitions, general operating supplies, paper targets, training)

All communications relating to the Region 1 SWAT Fund shall be addressed to the appropriate Administrator or host agency as follow:

Everett Police Department  
3002 Wetmore Avenue  
Everett, WA 98201  
Attention: Accounts Receivable (425) 262-2144  
police@everettwa.gov

## **Appendix B**

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

THIS ADDENDUM TO INTERLOCAL AGREEMENT FOR SPECIAL WEAPONS AND TACTICS TEAM (“SWAT”) COOPERATION (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, the CITY OF EVERETT, a municipal corporation of the State of Washington, and the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, and *[INSERT NAME]*, a municipal corporation of the State of Washington (collectively referred to as “Participating Agencies”).

#### **RECITALS**

- A. The Participating Agencies are public agencies as defined by chapter 39.34 RCW and chapter 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
- B. Incidents of a serious criminal nature occur which require a specially trained and equipped law enforcement response to effectively respond to the situation. These incidents create demand on each party’s resources. The parties believe these resources are economically served by combining resources to form a cooperative Special Weapons and Tactics Team (hereinafter “SWAT”).
- C. The regional SWAT team (hereinafter “Region 1 SWAT”) shall be specially trained and equipped to respond to and resolve high risk criminal activity occurring within each Participating Agency’s jurisdiction.
- D. The parties now desire to achieve 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 parties agree as follows:

## **Appendix B**

### **1. ADDITION OF PARTY TO THE AGREEMENT**

*[INSERT NAME]* is hereby added as a party to the Agreement, effective as of the date of this Addendum. All references in the Agreement to the term “Participating Agency” shall henceforth be deemed to include *[INSERT NAME]*. All terms and conditions of the Agreement applicable to the Participating Agency shall now also apply to *[INSERT NAME]*.

### **2. RATIFICATION**

Except as expressly modified by this Addendum, the Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

### **3. EXECUTION IN COUNTERPARTS**

This Addendum may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

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