

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN YAKIMA COUNTY,
CITY OF GRANDVIEW, CITY OF MOXEE, CITY OF SELAH, CITY OF
SUNNYSIDE, CITY OF TOPPENISH, CITY OF UNION GAP, CITY OF
WAPATO, CITY OF YAKIMA, AND CITY OF ZILLAH**

YAKIMA VALLEY CRISIS RESPONSE UNIT

I. PARTIES

The parties to this Agreement are Yakima County, City of Grandview , City of Moxee, City of Selah, City of Sunnyside, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima, and the City of Zillah (hereinafter the “parties” or “jurisdictions”). Each of which is operating under the laws of the State of Washington.

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

III. PURPOSE

The parties desire to establish and maintain a multi-jurisdictional Crisis Response Unit. The CRU will be comprised of two specialized teams: The Crisis Negotiations Team (CNT) and the Special Weapons and Tactics Team (SWAT). The Unit will be established to provide specialized support in handling critical field operations where intense negotiations and/or special tactical deployment methods beyond the capacity of law enforcement officers in the field appear to be necessary.

IV. FORMATION

The parties hereby create a multi-jurisdictional unit comprised of the CNT and SWAT to be hereafter known as the “Yakima Valley Crisis Response Unit (YVCRU or “unit”)”. The testing process for participating jurisdiction’s employees to join YVCRU will be detailed in a policy manual that is approved by the Executive Board as outlined in Section VIII.

V. BENEFITS AND GOALS

A multi-jurisdictional effort to handle specific high-risk critical field operations, as well as incidents involving weapons of mass destruction, results in a more effective pooling of personnel, improved utilization of available funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This results in improved services

for the citizens of all participating jurisdictions, increased safety for officers and the community, and improved cost-effectiveness.

VI. UNIT OBJECTIVES

The objective of the YVCRU is to respond to specific high-risk incidents in a manner that provides for the effective use of personnel, equipment, funds, and training. The YVCRU shall respond as determined by the Unit Commander in accordance with Unit SOPs to any of the participating jurisdictions and provide a coordinated response to high-risk incidents. As special needs arise, it may be necessary to request from other law enforcement agencies assistance and/or personnel, at the discretion of the Incident Commander and/or the YVCRU Tactical Commander.

The YVCRU may also be available to law enforcement agencies outside Yakima County as provided by chapter 10.93 RCW when appropriate as determined by the YVCRU Commander and Presiding Officer of the Board, or their designees, and pursuant to SOPs pertaining to out-of-County response as created by the Executive Board.

VII. DURATION AND TERMINATION

The minimum term of this Agreement shall be one (1) year, effective upon the date of final signature. This Agreement shall automatically extend for consecutive one (1) year terms without the action of the legislative bodies of the participating jurisdictions, unless and until terminated pursuant to the terms of this Agreement. Termination shall be effective if notice is provided at least ninety (90) days before the end of any term.

A jurisdiction may withdraw its participation in the YVCRU by providing written notice of its withdrawal and serving such notice upon each Executive Board member of the remaining jurisdictions. A notice of withdrawal shall become effective ninety (90) days after service of the notice on all participating members.

The YVCRU may be terminated by a majority vote of the Executive Board. Any vote for termination shall occur only when the sheriff or police chief or his/her designee of each participating jurisdiction has been given a 30-day notice of the meeting in which such vote is taken.

The Board may, at its discretion and upon 30-day notice, terminate the participation of any participating jurisdiction for breach of this Agreement, including, but not limited to, its contribution or staffing obligations, unless such breach is cured to the satisfaction of the Board within the 30-day notice period. Any participating jurisdiction in breach of this Agreement shall not have the right to vote on any matter before the Board during the notice period and until the breach has been cured.

VIII. GOVERNANCE

The affairs of the YVCRU shall be governed by an Executive Board ("Board"), whose members are composed of the sheriff and police chiefs, or his/her designee, from each participating jurisdiction. If a Board member elects to send their designee they must be of a command-level rank and have decision-making authority. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made, provided a quorum of at least a majority of members is present. However, any prevailing vote to change the written policies, regulations, and operational procedures of the YVCRU shall require the consent of a super-majority of the Board. In-person attendance is preferred. However, virtual meetings or a combination of virtual meetings and in-person meetings are authorized when warranted. A presiding officer shall be elected by the members of the Board to serve a term of two (2) years. The Board may also elect a deputy presiding officer from the membership of the board to act as the presiding officer during times the presiding officer is unavailable. Neither the presiding officer nor the deputy presiding officer should be from the same jurisdiction as the current team commander. The presiding officer and deputy presiding officer will serve staggered two-year terms, except the first term of the presiding officer will be three years and the first term of the deputy presiding officer will be two years. In the instance that a tie-breaking vote is needed for a decision of the Board, the Unit Commander will be the deciding vote.

The presiding officer is responsible for facilitating the meetings, providing notice of meetings and providing any materials for the meetings in advance so that all participants are fully advised of the agenda and items being discussed.

The Board shall meet quarterly unless otherwise determined by the Board. The presiding officer, or any Board member, may call extra meetings as deemed appropriate. The presiding officer shall provide no less than seventy-two (72) hours' notice of all meetings to all members of the Board. However, in an emergency situation, the presiding officer may conduct a telephonic meeting or virtual meeting to resolve any issues related to such an emergency.

The YVCRU written policies, regulations, and operational procedures shall apply to all YVCRU operations. Thus, to the extent that the written policies, regulations, and operational procedures of the YVCRU conflict with the policies, regulations, and operational procedures of the individual jurisdictions, the YVCRU written policies, regulations, and procedures shall prevail.

Within 30 days of the effective date of this agreement, the Board shall hold its initial Board meeting in order to appoint the Unit Commander, presiding officer, and deputy presiding officer, and draft written policies, regulations, and operational procedures.

IX. STAFF

A Unit Commander, which shall be a command-level officer with sufficient tactical knowledge and experience for the position, shall be appointed annually by the Board to act as the principal liaison and facilitator between the Board and the members of the YVCRU. The Unit Commander shall operate under the direction of the presiding officer of the Board. The Unit Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, training, number of calls that the YVCRU responds to, problems of the YVCRU, and any other matter as requested by the Board. The Unit Commander may be removed by the action of the Board at any time and for any reason, with or without cause.

The Unit Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the YVCRU. In addition, the Unit Commander shall be responsible for presenting rules, procedures, regulations, and revisions thereto for Board evaluation.

Each jurisdiction will be expected to contribute a minimum of ten percent (10%) of their commissioned staff to YVCRU. Board approval must be obtained for the jurisdiction to assign less than this staffing requirement. The personnel assigned to the YVCRU shall be considered employees of the contributing jurisdiction. The contributing jurisdiction shall be solely and exclusively responsible for the compensation and benefits for the personnel it contributes to the YVCRU. All rights, duties, and obligations of the employer and the employee shall remain with the contributing jurisdiction. Each jurisdiction shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

The Executive Board, at its discretion, may consider volunteers with specific skills needed by the unit. Volunteers would also have to be sponsored by a member agency. An example of volunteers whom the unit might need are physicians, paramedics, or mental health professionals.

The Board shall appoint the finance department of a participating jurisdiction to manage the finances of the YVCRU. Before appointing the finance department of a particular jurisdiction to manage the finances of the YVCRU, the Board shall consult with the finance department of the jurisdiction and obtain its approval. The duty of managing the finances of the YVCRU may be rotated to other participating jurisdictions at the discretion of the Board.

The Board may, upon unanimous vote, appoint one (1) or more legal advisors to advise the Board on legal issues affecting the YVCRU. The legal advisor(s) shall, when appropriate or when requested by the Board, consult with the legal representatives of all participating jurisdictions before rendering legal advice. In the event a Board member withdraws his or her consent to the appointment of a legal advisor(s), the appointment shall be terminated immediately.

X. COMMAND AND CONTROL

During tactical field activation of the YVCRU, an Incident Commander from the agency in which the incident is occurring, YVCRU Tactical Commander and YVCRU Team Leader(s) will be designated in accordance with Unit SOPs. The duties and procedures to be utilized by the Incident Commander, the YVCRU Tactical Commander, and YVCRU Team Leaders shall be set forth in the standard operating procedures approved by the Board. The standard operating procedures approved by the Board may designate other personnel to be utilized during an incident.

XI. EQUIPMENT, TRAINING, AND BUDGET

Each participating jurisdiction shall acquire the individual equipment of its participating YVCRU members. Each participating jurisdiction shall provide sufficient funds to update, replace, repair, and maintain the equipment and supplies utilized by its participating YVCRU members, and to provide for the training of its participating YVCRU members.

The equipment, supplies, and training provided by each jurisdiction to its personnel participating in the YVCRU shall, unless otherwise determined by the Board, be of the capability and quality consistent with industry and Unit standards.

Each member jurisdiction shall maintain an independent budget system to account for funds allocated and expended by its participating YVCRU members.

There shall be a YVCRU annual budget. The purpose of the budget is to fund repairs and maintenance of equipment, purchase supplies, and fund new equipment for the unit. Each jurisdiction will contribute to the budget based on its percentage of the population in Yakima County as determined by the latest United State Census. The Board must approve the proposed annual budget, which shall be on a calendar basis, for the upcoming year by July 1st of the current year, except for the initial budget year. Each police chief or sheriff shall then present their participating jurisdiction's required budget contribution for the following year to that jurisdiction's governing body or person(s) with budgeting authority with sufficient timeliness to allow for evaluation of the jurisdiction's proposed contribution. All contributions owed from each participating jurisdiction shall be due by January 31st of the current budget year.

XII. DISTRIBUTION OF ASSETS UPON TERMINATION

Termination shall be in accordance with those procedures set forth in proper sections. Each participating jurisdiction shall retain sole ownership of equipment it solely purchased and provided to its participating YVCRU members and YVCRU.

Any capital assets acquired with joint funds of the YVCRU or unspent funds shall be divided among the participating jurisdictions based on the proportion of each participating jurisdiction's percentage of the population in Yakima County as determined by the latest United State Census at the assets' fair market value upon termination. The value of the assets of the YVCRU shall be determined by using commonly accepted methods of valuation. If two

(2) or more participating jurisdictions desire an asset and cannot reach an agreement, the asset shall be declared surplus by the Board and disposed of pursuant to RCW 39.33 for the disposition of surplus property. The proceeds from the sale or disposition of any YVCRU property, after payment of any and all costs of sale or debts of the agency, shall be distributed to those jurisdictions participating in the YVCRU at the time of dissolution in proportion to the jurisdiction's percentage participation in the YVCRU as the date of dissolution. In the event that one (1) or more jurisdictions terminate their participation in the Yakima Valley Crisis Response Unit, but the YVCRU continues to exist, the jurisdiction terminating participation shall have the right to be paid the equivalent of their contributions to the capital budget for the previous three years, paid out over the proceeding five years. The right to such compensation shall not apply if the terminating jurisdiction is not current on its budget contributions.

XIII. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

It is the intent of the participating jurisdictions to provide services of the YVCRU without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with YVCRU actions that are brought against the jurisdictions.

To this end, the participating jurisdictions agree to equally share responsibility and liability for the acts or omissions of their participating personnel when acting in furtherance of this Agreement and within the course and scope of their employment with the employing agency.

In the event that an action is brought against any of the participating jurisdictions or its employees, resultant from actions taken under the scope of this agreement or the YVCRU Command, each jurisdiction shall be responsible for an equal share of any award for or settlement of claims including but not limited to the costs of defense, settlement, costs, judgment, or awards, regardless of which jurisdiction or employee that action is taken against or which jurisdiction or employee is ultimately responsible for the conduct. The jurisdictions shall share the expense of the claim equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. This section shall be subject to the conditions and limitations set forth in subsections A through H below. Payment of any award for punitive damages is the sole responsibility of the person the award is entered against or their employing agency. Nothing herein shall be construed to create joint responsibility for punitive damages.

- A. **Jurisdiction Not Involved In YVCRU Response.** In the event that a jurisdiction or its personnel were not involved in the actions, coordination, command or any other aspect of the YVCRU response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such

jurisdiction shall not be required to share responsibility for the payment of the judgment, defense costs, settlement, or award.

- B. **Automobile Liability.** Nothing herein shall require, or be interpreted to require, indemnification or sharing in the payment of any claim or loss for automobile liability.
- C. **Intentionally Wrongful or Conduct Beyond the Scope of Employment.** Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any YVCRU personnel for intentionally wrongful or conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or jurisdiction. The legislative authority of the employing agency will be the determinant of good faith conduct within the scope of employment as defined by RCW 4.96.041.
- D. **Collective Representation and Defense.** The jurisdictions shall make efforts to work with their respective risk pools to retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense.

In the event a jurisdiction does not agree to joint representation, or there is a conflict with their employee necessitating separate representation, that jurisdiction shall be solely responsible for all defense attorney's fees accrued by its individual representation or defense.

The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with the other participating jurisdictions by, including but not limited to, providing all documentation requested, and making YVCRU members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

- E. **Removal from Lawsuit.** In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall nonetheless be required to pay its equal share of any award for or settlement of the lawsuit; PROVIDED, however, that in the event a jurisdiction or employee is removed from the lawsuit and subsection (A) of this section is satisfied, the jurisdiction shall not be required to pay any share of the award or settlement.

- F. **Settlement Process.** It is the intent of the Agreement that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties agree with the settlement or, in the alternative, agree to proceed to trial. In the event a claim or lawsuit requires the sharing of liability, no individual jurisdiction shall be authorized to enter into a settlement agreement with a claimant or plaintiff unless a majority of the YVCRU Board agrees with the terms of the settlement. Any settlement made by an individual jurisdiction without the agreement of the remaining jurisdictions, when required, shall not relieve the settling jurisdiction from paying an equal share of any final settlement or award.
- G. **Defense Waiver.** This section shall not be interpreted to waive any defense arising out of RCW Title 51.
- H. **Insurance.** The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual jurisdiction from its obligations under this Agreement.

XIV. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event a claim is filed or a lawsuit is brought against a participating jurisdiction or its employees for actions arising out of their conduct in support of YVCRU operations, the jurisdiction shall promptly notify the other jurisdictions that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each participating jurisdiction.

Any jurisdiction or member who believes or knows that another jurisdiction may be liable for a claim, settlement, or judgment that arises from a YVCRU action or operation, shall have the burden of notifying each participating jurisdiction of all claims, lawsuits, settlements, or demands made to that jurisdiction. In the event a participating jurisdiction has a right, pursuant to section **XIII** of this Agreement, to be defended and held harmless by another participating jurisdiction, the jurisdiction having the right to be defended and held harmless shall promptly tender the defense of such claim or lawsuit to the jurisdiction that must defend and hold the other harmless.

Each Sheriff or Chief will be responsible for making any required notification or providing required documentation to the appropriate legal counsel and governmental officials or departments within their jurisdiction.

XV. PROCESSING OF CLAIMS.

A. Designation of Lead Jurisdiction.

There shall be a lead jurisdiction for processing a claim that is filed with and against counties/cities for alleged damages and injuries that occur as a result of YVCRU activities. The lead jurisdiction shall be the jurisdiction within which the YVCRU response occurred; PROVIDED, that in the event the jurisdiction within which the YVCRU response occurred did not participate in the YVCRU response, the lead jurisdiction shall be the jurisdiction within which the incident that required the YVCRU response originated. In the event that a jurisdiction that was not involved in the YVCRU response receives the claim, that jurisdiction shall notify the other jurisdictions in accordance with Section XIV of this Agreement and shall use its best efforts to determine who the appropriate lead jurisdiction is.

B. Assistance of Unit Commander.

The YVCRU Commander shall assist the lead jurisdiction in responding to a claim. The YVCRU Commander shall be responsible for gathering all records relating to the YVCRU response. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the YVCRU response. The Unit Commander shall also provide a list of personnel who participated in the response and their contact information. The Unit Commander shall deliver all copies of the records to the lead jurisdiction promptly upon request. All jurisdictions shall provide any requested documents regarding any claim in a timely manner upon request.

C. Claims of \$5,000 or less.

i. Lead Jurisdiction Responsibilities.

The lead jurisdiction shall be responsible for working with the Unit Commander to gather records relating to the YVCRU response. The lead jurisdiction shall provide records to its claims administrator and shall assist in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to liability. In determining whether a claim should be paid, the lead jurisdiction and its claims administrator shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

ii. Liability Determination – Appointment of Damages.

The lead jurisdiction, with the assistance of its claims administrator and risk manager, shall determine whether the YVCRU is liable for damages set forth in a claim and whether the payment of the claim would be in the best interest of the jurisdictions and/or the YVCRU. In the event the lead jurisdiction

determines that payment of a claim is appropriate, such determination shall be final and binding upon other jurisdictions and payment shall be apportioned equally among all jurisdictions that participated in the YVCRU response. The lead jurisdiction shall provide full payment to the claimant, and each jurisdiction that participated in the response shall reimburse the lead jurisdiction for its equal share of such payment.

Prior to the payment of any claim, and as a condition of such payment, the lead jurisdiction providing payment shall obtain from the claimant a complete and total release of liability on behalf of all jurisdictions participating in the YVCRU and each and every officer, agent, or volunteer of those participating jurisdictions.

D. Claims over \$5,000.

i. Lead Jurisdiction Responsibilities.

The lead jurisdiction shall schedule a meeting with all jurisdictions participating in the YVCRU to discuss the claim and to determine the appropriate manner in which to respond and/or defend the claim. The Board and persons listed in Section **XVII** of this Agreement shall be notified of the meeting.

XVI. PROCESSING OF LAWSUITS.

A. Notification to Other Jurisdictions.

In the event a jurisdiction is served with a lawsuit, that jurisdiction shall provide notice and documentation of the lawsuit to each of the other jurisdictions in accordance with Section XIV of this Agreement.

B. Coordination of Initial Meeting.

The jurisdiction that initially receives a lawsuit shall schedule a meeting with all of the jurisdictions participating in the YVCRU to discuss the lawsuit. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

XVII. COMPLIANCE WITH THE LAW

The YVCRU and all its members shall comply with all federal, state, and local laws that apply to the YVCRU.

XIII. ALTERATIONS

This Agreement may be modified, amended, or altered by agreement of all participating jurisdictions and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with paragraph **XXII** of this Agreement.

XIX. RECORDS

Each jurisdiction shall maintain training records related to the YVCRU for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the designated YVCRU Training Coordinator. All records shall be available for full inspection and copying by each participating jurisdiction to the extent allowable by law.

XX. FILING

Upon execution hereof, this Agreement shall be filed with the city clerks of the respective participating municipalities, and such other governmental agencies as may be required by law.

XXI. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XXII. MUNICIPAL AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. The Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

County of Yakima

Sheriff Bob Udell

Date: _____

City of Grandview

Gloria Mendoza, Mayor

Kal Fuller, Chief

Date: _____

Date: _____

City of Moxee

LeRoy Lenseigne, Mayor

Jeff Burkett, Chief

Date: _____

Date: _____

City of Selah

Sherry Raymond, Mayor

Dan Christman, Chief

Date: _____

Date: _____

City of Sunnyside

Elizabeth Alba, City Manager

Rob Layman, Chief

Date: _____

Date: _____

City of Toppenish

Debbie Zabell, City Manager

John Clary, Chief

Date: _____

Date: _____

City of Union Gap

Sharon Bounds, City Manager

Gregory Cobb, Chief

Date: _____

Date: _____

City of Wapato

Margaret Estrada, Mayor

Nolan Wentz, Chief

Date: _____

Date: _____

City of Yakima

Bob Harrison, City Manager

Matthew Murray, Chief

Date: _____

Date: _____

City of Zillah

Dr. Scott Carmack, Mayor

Tim Quantrell, Chief

Date: _____

Date: _____