

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
THE THURSTON COUNTY SHERIFF'S OFFICE AND THE CITY OF TENINO**

THIS AGREEMENT is made and entered into by and between the THURSTON COUNTY SHERIFF'S OFFICE, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, WA 98502, hereinafter referred to as "TCSO", and THE CITY OF TENINO, with its principal offices at 149 Hodgden Street S., Tenino, WA 98589, hereinafter referred to as "CITY."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

This temporary agreement for law enforcement services is in response to a need for services and neither party considers it to have any direct causation in the dissolution of the Tenino Police Department or other reduction in employment by the CITY. If the CITY moves to proceed in force and/or employment reduction as a direct consequence of this agreement, TCSO will adhere to proper recruitment procedures under RCW 41.14.250, 260, and 270, as applicable.

1. **DURATION OF CONTRACT**

The term of this Contract shall begin on April 6, 2026, and shall expire on September 30, 2026. This contract may be extended through December 31, 2026 with written agreement of both parties.

This contract supersedes the Thurston County Sheriff's Office's contract with the City of Tenino for priority 1 and 2 call response that was executed on November 4, 2024.

2. **SERVICES**

The TCSO shall provide law enforcement services to include the following:

A. Provide law enforcement services for the CITY including routine police patrol within the jurisdictional boundaries of the CITY to enforcement of State law and County Ordinances, responding to calls for service and the investigation of major crimes. TCSO will not be responsible for enforcing the Tenino Municipal Codes.

B. Provide a written or verbal report once a month at the second regular meeting of the City of Tenino Council, describing the general law enforcement activities occurring within Tenino for the calendar month preceding the Council meeting.

C. Furnish all personnel and any and all other items necessary to accomplish the levels of law enforcement service anticipated by this Agreement.

3. **PERSONNEL**

The TCSO and the City of Tenino agree that:

A. Control of personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be governed entirely by the TCSO.

B. All persons rendering service hereunder shall be for all purposes employees of the TCSO, or, in the event of service pursuant to a mutual aid agreement, of the jurisdiction providing the mutual aid.

C. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of the TCSO.

4. **COMPENSATION**

In consideration of the law enforcement service, the special law enforcement service, and the limited law enforcement service to be rendered as provided in the Agreement, the CITY promises to pay to the TCSO \$112,365.00 for the time period of April 6, 2026 through September 30, 2026. If the Agreement is extended from October 1, 2026 through December 31, 2026, the CITY promises to pay to the TCSO an additional \$56,182.50.

In addition to the above provided consideration, all revenues realized from the collection of court imposed fines and penalties related to offenses in the CITY, shall be retained by Thurston County.

Upon agreement of the parties, the law enforcement services described herein may be provided on an interim or temporary basis, prior to or after the Agreement term. The duration of such interim services shall be as agreed upon by the parties. Consideration for interim services will be based on actual hours worked multiplied by the cost per hour for operation of the TCSO based on the prior annual period expenses. This consideration shall be payable by the end of the month for which such interim service is provided.

5. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

For City of Tenino:

Name of Representative: Dave Watterson

Title: Mayor

Mailing Address: PO Box 4019

City, State and Zip Code: Tenino, WA 98589

Telephone Number: (360) 264-2368
E-mail Address: dwatterson@cityoftenino.org

For the County:

Name of Representative: Ruben Mancillas
Title: Undersheriff
Mailing Address: 2000 Lakeridge Drive, Bldg. 3
City, State and Zip Code: Olympia, WA 98502
Telephone Number: 360-786- 5502
Fax Number: 360-786-5275
E-mail Address: ruben.mancillas@co.thurston.wa.us

6. **TERMINATION**

The TCSO or THE CITY OF TENINO may terminate this Contract in whole or in part whenever the TCSO or the CITY OF TENINO determines, in its sole discretion that such termination is in the best interest of the TCSO or the CITY OF TENINO. The TCSO or the CITY OF TENINO may terminate this Contract upon giving one hundred twenty (120) days written notice. In that event, the CITY shall pay the TCSO for all costs incurred by the TCSO in performing the Contract up to the date of actual termination or TCSO shall reimburse the CITY the cost of payment received up to the actual date of termination.

7. **HOLD HARMLESS AND INDEMNIFICATION**

TCSO agrees to hold harmless, indemnify and defend the CITY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof that CITY may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments, caused by or arising out of TCSO's acts, errors or omissions in the performance of this Agreement.

The CITY agrees to hold harmless and indemnify TCSO its officers, officials, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, that the TCSO may suffer caused by or arising out of the CITY's acts, errors or omissions relating to this Agreement by the CITY, its officers, officials, employees and agents.

Nothing herein shall require TCSO to indemnify and hold harmless the CITY from any claim or action at law or in equity based solely on the conduct of the CITY, its officers, officials, employees and agents. In the event of the concurrent negligence of the parties, TCSO's obligations hereunder shall apply only to the percentage of fault attributable to the TCSO, its officers, officials, employees and agents.

8. **CHOICE OF LAW, JURISDICTION AND VENUE**

This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

Any dispute involving payment for services or the proper provision of service shall be submitted to JAMS, or its successor, for mediation.

9. **ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

Dated: _____

Dated _____

City of Tenino

Thurston County

Dave Watterson, Mayor

Derek Sanders, Sheriff

Approved as to form:

Attested to:

John Tunheim
Prosecutor



Chad McClellan
Deputy Prosecuting Attorney