

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

THIS AGREEMENT for law enforcement services 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, a Washington Municipal Corporation, with its principal offices at 149 Hodgden Street S. Tenino, WA 98589, hereinafter referred to as "CITY."

WHEREAS, the jurisdiction of CITY is wholly within the jurisdictional boundaries of Thurston County, and

WHEREAS, the TCSO is capable of extending, and desires to extend, law enforcement services to CITY, and

WHEREAS, CITY possesses the power, authority, and responsibility to provide law enforcement services within its boundaries, and

WHEREAS, CITY desires to contract with the TCSO for the purpose of providing law enforcement services, and

WHEREAS, the TCSO and CITY understand, acknowledge, and agree that each are empowered to enter into this Agreement under the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW.

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

1. **DURATION OF CONTRACT**

The term of this Agreement shall commence December 1, 2023, at 12:01 am, and shall terminate on December 31, 2024, at midnight. This agreement may be renewed with mutual consent of both parties. Either party may terminate this agreement at any time for any reason upon 30 days' written notice.

2. **SERVICES**

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

A. Provide law enforcement services for the CITY including enforcement of State law and responding to calls for service and the investigation of major crimes. These services will be provided between the hours of 0001 (midnight) and 0600 daily and exclusively for priority 1 and 2 calls for service. Response to priority 1 and 2 calls for service outside of these hours and response to priority 3

and 4 calls for service will be at the discretion of the TCSO Patrol supervisor. Otherwise, these calls for service will be held for the oncoming Tenino Police Officer. Routine patrols of the CITY's streets during the listed hours will not occur outside of the priority response. It is further understood every effort will be made to cover the CITY's priority 1 and 2 calls for service, but TCSO's priority 1 and 2 calls will be paramount.

B. TCSO will offer training opportunities for the CITY's Police Officers with TCSO instructors during TCSO's 2024 in-service training dates. Training courses include EVOC (CITY shall provide a vehicle), DT, first aid, and Firearms training (City will provide necessary ammunition).

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

D. Provide all costs associated with prosecution and incarceration of any perpetrators of crimes committed in Tenino that are investigated by TCSO, at no additional cost.

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 TCSO 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 TCSO liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of the TCSO. CITY shall be responsible for all liabilities, salaries, wages, overtime or other compensation, sickness for their responding CITY employees as required by their employment contracts and/or bargained agreements.

D. Neither party shall be responsible for the actions of the other parties' Law Enforcement Officers, as outlined in Section 7 of this agreement, nor for injury or death of their employees while engaged in joint law enforcement actions or training exercises.

4. **COMPENSATION**

In consideration of the services to be rendered as provided in the Agreement, the CITY shall pay the TCSO the total sum of \$25,000.00 for the special law enforcement service,

and the limited law enforcement service to be rendered as provided in the Agreement, the CITY shall pay to the TCSO the sum of Twenty-five Thousand Dollars (\$25,000.00) per year for the contract year ending December 31, 2024. The consideration provided shall be payable in four equal quarterly installments per year.

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 Department 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: Robert Auderer

Title: Chief of Police

Mailing Address: PO Box 4019

City, State and Zip Code: Tenino, WA 98589

Telephone Number: 360-264-2626

Fax Number: 360-264-4578

E-mail Address: r.auderer@teninopolice.org

For the County:

Name of Representative: Ruben Mancillas

Title: Chief Deputy

Mailing Address: 2000 Lakeridge Drive, Bldg. 3

City, State and Zip Code: Olympia, WA 98502

Telephone Number: 360-867-2063

Fax Number: 360-786-5275

E-mail Address: ruben.mancillas@co.thurston.wa.us

6. **TERMINATION**

The TCSO may terminate this Contract in whole or in part whenever the TCSO determines, in its sole discretion that such termination is in the best interest of the TCSO. The TCSO may terminate this Contract upon giving thirty (30) days written notice to the CITY. 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.

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.

Each jurisdiction shall indemnify any legal actions taken against the other jurisdiction excluding acts determined to be as a result of gross negligence notwithstanding any immunity provided by the Worker's Compensation Act, RCW Title 51.

Commented [RH1]: Have your insurance pool review paragraph 7.

Commented [RH2]: I'm not sure exactly what they intend here. I think they are wanting to say the parties' obligation to indemnify in the case of joint fault does not apply if the party to be indemnified acted with gross negligence. Further, they are trying to say Worker's Comp is waived solely for purposes of the parties' respective indemnification obligations, and not for anything else. I suggest you check and see if that is the intent then modify the language accordingly.

COLLECTIVE REPRESENTATION AND DEFENSE.

If either the County and/or City is named in the lawsuit and one jurisdiction appears to be the “primarily responsible jurisdiction”, they shall have the right and authority to indemnify and defend the action, and select and direct defense counsel. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action and cost of defense shall be shared equally proportionally.

The jurisdictions and their respective counsel shall make a good faith effort to cooperate with other participating jurisdictions by, and including but not limited to, providing all documentation requested, and making available for depositions, discovery, settlement conferences, strategy meetings and trial. provided counsel for each jurisdiction is agrees to a Common Interest and Confidentiality Agreement where needed to protect privileged communication.

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 judgement, qualified immunity, or otherwise, the jurisdiction shall not be required to pay additional joint defense costs and/or any share of the award or settlement.

SETTLEMENT PROCESS. It is the intent of this 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. Any settlement agreements shall include all involved jurisdictions.

8. **INSURANCE**

The CITY’s insurance shall be primary and non-contributory with respect to any insurance or self-insurance policy offered by TCSO when responding to the indemnity and defense of actions for the sole negligence of the CITY.

The TCSO’s insurance shall be primary and non-contributory with respect to any insurance or self-insurance policy offered by the CITY when responding to the indemnity and defense actions for the sole negligence of the TCSO.

1. The parties to this Agreement shall maintain during the life of this Agreement such general liability insurance as will provide coverage for claims for damages for personal injuries, including death, as well as for claims for damages to property which may arise directly or indirectly from performance of the work under this Agreement. Policy limits shall be no less than \$10,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage Liability and Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Commented [RH3]: Be sure to have your insurance pool review and approve this paragraph. Law enforcement liability insurance has changed in recent years and you want to document that city has coverage required for this agreement.

- 2. The parties shall provide each other a Certificate of Insurance, Certificate of Membership or other appropriate documentation evidencing the coverage as set forth above.

9. **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.

10. **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

Mayor

Derek Sanders, Sheriff

Approved as to form:

John Tunheim
Prosecutor

Rick Peters, Senior Deputy Prosecuting Attorney