

**RESOLUTION NO. 01-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VADER, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR LAW ENFORCEMENT SERVICES WITH THE LEWIS COUNTY SHERIFF'S OFFICE.**

---

WHEREAS, the City has an on-going need for law enforcement services and it is in the City's best interest to hire an outside contractor to provide these services and to serve the role of "City Law Enforcement"; and

WHEREAS, the City desires to contract with the Lewis County Sheriff's Office to provide these services;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF VADER, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

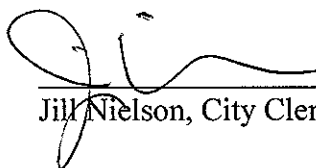
Section 1. The Mayor is hereby authorized to execute the Memorandum of Understanding for Law Enforcement Services between the City of Vader and the Lewis County Sheriff's Office in substantially the form attached to this Resolution as Exhibit "1".

RESOLVED this 14th day of January, 2016.

APPROVED:

  
Kenneth Smith, Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Jill Nielson, City Clerk

**EXHIBIT "1"**

**MOU for LAW ENFORCEMENT SERVICES**

**WITH**

**LEWIS COUNTY SHERIFF'S OFFICE**

# Exhibit 1

## MEMORANDUM OF UNDERSTANDING BETWEEN THE LEWIS COUNTY SHERIFF'S OFFICE AND THE CITY OF VADER

This Memorandum of Understanding (MOU) is entered into by and between the Lewis County Sheriff's Office (LCSO) and the City of Vader (COV).

### I. Purpose.

The LCSO has been asked to continue providing law enforcement services for the COV. In providing such service, the LCSO will perform routine patrol, responding to calls for service and investigating crimes occurring within the jurisdictional boundaries of the COV and the surrounding south county area, enforcing State Law and County Ordinances.

### II. Duties of the Sheriff's Office.

2.1 Provide up to 20 hours of law enforcement coverage per week using commissioned staff employed by the LCSO. The intent is that the LCSO will provide 20 hours of law enforcement coverage per week. If an event or a series of events occur (such as a natural disaster, but not limited to) which result in the LCSO diverting law enforcement services intended under this MOU, then the LCSO will work collaboratively with the COV on how the diverted hours will be addressed, in a mutually agreeable fashion.

2.2 Provide a written or verbal report once a month at a regular meeting of the COV Council, describing the general law enforcement activities conducted occurring within Vader for the calendar month preceding the Council meeting.

2.3 Furnish all personnel and equipment, and any and all other items necessary to accomplish the level of law enforcement service anticipated by the agreement.

2.4 Cite all infractions, misdemeanor, and gross misdemeanor offenses found to have occurred within the city limits of Vader through the Vader Municipal Court, unless mandated by law.

2.5 Any and all Juvenile and felony offenses will be routed through the Lewis County Prosecuting Attorney's Office and the applicable Lewis County District or Superior Court.

### III. Duties of the City of Vader.

3.1 Reimburse the LCSO at a flat rate of \$72,000 per year, for a minimum term of two years.

3.2 The flat rate will not include Jail, Dispatch, court fees, or prosecutorial costs for law enforcement actions generated by LCSO deputies working within the city limits of Vader.

**IV. Authority.**

4.1 The COV does not have a police chief; therefore, Lewis County Sheriff's deputies are authorized to cite civil infractions, to include traffic, misdemeanor, and gross misdemeanor offenses having occurred in the COV under the Vader Municipal Code (VMC) and/or Vader City Ordinance.

**V. Indemnification.**

5.1 The LCSO and Lewis County shall protect, indemnify, and save the COV harmless from and against any damage, cost, or liability, including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of the LCSO, its employees, agents, or subcontractors, howsoever caused. The LCSO and Lewis County will be responsible for any injuries sustained by their employees and/or damages to their equipment caused by LCSO employees, and shall provide all repair/replacement, as appropriate, at no cost to the COV.

5.2 The COV shall protect, indemnify, and save the LCSO and Lewis County harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of the COV, its employees, agents, or subcontractors, howsoever caused. The COV will be responsible for any injuries sustained by their employees and/or damages to their equipment caused by COV employees, and shall provide all repair/replacement, as appropriate, at no cost to the LCSO or Lewis County.

5.3 Nothing contained in this section or this MOU shall be construed to create a right in any third party to indemnification or defense.

5.4 This section shall survive termination or expiration of this MOU.

**VI. Independent Status of Contractor.**

The parties to this MOU, in performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

**VII. Industrial Insurance Coverage.**

7.1 The LCSO shall provide the necessary industrial insurance coverage for its employees prior to performing work under this MOU. The COV shall not be responsible for payment of such insurance premiums or for any other claim or benefit for the LCSO and its employees, Lewis County, or any subcontractor which might arise under the industrial insurance laws during the performance of duties and/or services under this MOU. If the Department of Labor and Industries (L&I), upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this MOU, those payments shall be made by the LCSO. Under this MOU, the LCSO and Lewis County shall indemnify the COV and guarantee payment of such amounts.

7.2 Should a court of competent jurisdiction determine that this MOU is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons and/or damages to property caused by or resulting from the concurrent negligence of the LCSO and the COV, its officers, officials, employees, and/or volunteers, the LCSO's liability hereunder shall be only to the extent of the LCSO's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the LCSO's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration and/or termination of this MOU.

**VIII. Effective Date.**

The effective date of this agreement is January 1, 2016.

**IX. Duration of agreement.**

6.1 This agreement will expire December 31, 2017, unless agreed upon by both parties to terminate or extend this agreement to a future date.

6.2 This agreement may be terminated at any time, with or without cause by either party, upon the delivery of written notice to the other party at least 60 days prior to the date of termination. If terminated prior to the stated expiration date, the COV agrees to compensate the LCSO for law enforcement services rendered to the date of termination.

Signatures:

\_\_\_\_\_  
ROBERT R. SNAZA  
Sheriff, Lewis County

\_\_\_\_\_  
KEN SMITH  
Mayor, City of Vader

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

*Waiting for final signatures from county.*

Attest:

\_\_\_\_\_  
Jill Nielson, Vader City Clerk

Approved as to substance and form:

Approved as to form:

\_\_\_\_\_  
J. David Fine  
Lewis County Prosecutor

\_\_\_\_\_  
Jennifer S. Robertson  
Vader City Attorney