

RESOLUTION 2021-Y

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
APPROVING A LAW ENFORCEMENT TRAINING AGREEMENT
WITH THE PIERCE COUNTY SHERIFF'S DEPARTMENT**

WHEREAS, the Pierce County Sheriff's Department ("PCSD") provides certain law enforcement training to its members; and

WHEREAS, the Town of Eatonville ("Eatonville") operates the Eatonville Police Department ("Agency") and desires that the commissioned Agency members be permitted to attend PCSD training sessions; and

WHEREAS, PCSD is willing to permit commissioned Agency members to attend certain PCSD training sessions subject to the terms and conditions outlined in the agreement attached hereto as Exhibit A; now, therefore;

THE COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: The Mayor is authorized to execute on behalf of the Town the Law Enforcement Training Agreement, attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 26th day of July 2021.

Mike Schaub, Mayor

ATTEST:

Miranda Doll, Town Clerk

LAW ENFORCEMENT TRAINING AGREEMENT
BETWEEN
PIERCE COUNTY AND TOWN OF EATONVILLE

This Agreement ("Agreement") is made and entered into by and between Pierce County, a political subdivision of the State of Washington ("County"), and the Town of Eatonville, a municipal corporation of the State of Washington ("Eatonville") as follows:

WHEREAS the Pierce County Sheriff's Department ("PCSD") provides certain law enforcement training to its members; and

WHEREAS Eatonville operates the Eatonville Police Department ("Agency") and desires that commissioned Agency members be permitted to attend PCSD training sessions; and

WHEREAS PCSD is willing to permit commissioned Agency members to attend certain PCSD training sessions subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and Agency as follows:

1. Consideration. For each full year Eatonville maintains a PCSD Law Enforcement Services contract under which PCSD provides Agency with police chief services, PCSD will permit up to eight (8) Agency members to attend (i) PCSD Defensive Tactics Training, (ii) PCSD Annual Classroom Training, (iii) First Aid/Pathogens Safety Training, and (iv) Active Shooter Training , and (v) one annual Firearms Qualification per year; provided that PCSD holds the noted training and that the training interval for individual Agency members for each training program will be determined by PCSD in its sole discretion.

2. Payment. Eatonville shall make payment to PCSD within 30 days of billing of charges, fees, or costs incurred under this Agreement. Billings will include the dates of training programs.

Payments shall be mailed to:

PIERCE COUNTY FINANCE DEPARTMENT
950 Fawcett Ave., Suite 100
Tacoma, WA 98402-5603

Billings shall be mailed to:

TOWN OF EATONVILLE
Town Administrator
PO Box 309 • 201 Center Street W
Eatonville, WA 98323

3. No Exclusivity. Eatonville understands and agrees that Agency shall not be entitled to exclusive attendance at any PCSD training program. PCSD training programs will be attended by non-Agency trainees and personnel as approved by the PCSD Training Division.

4. Term and Termination. This Agreement shall be effective from July 1, 2021 to December 31, 2021 (the "Initial Term"), at which time this Agreement shall terminate, unless renewed in accordance with the terms hereof. Provide further, that this Agreement shall automatically renew for successive terms of January 1 to December 31 each (each a "Renewal Term"), unless Eatonville or PCSD gives written notice to the other party of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term (a "Non-Renewal Notice"). In the event a party provides a non-Renewal Notice, this agreement shall terminate on the last day of the Initial Term or the Renewal Term, as the case may be. Notwithstanding the foregoing, Eatonville understands and agrees in the event Agency violates any section of this Agreement, including but not limited to, by failing to comply with PCSD safety expectations, failing to comply with PCSD Range Master instructions or directives, other instructors instructions or directives, failing to clean facilities after use, or causing or allowing willful damage to facilities, ranges, classrooms, grounds, or property, the County may immediately terminate this Agreement.

5. Termination for Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

6. Equipment and Supplies. PCSD will provide certain equipment and supplies for training programs, examples of which may include Simunition weapons, mats, or targets. Agency and/or Agency members will be responsible for providing, and shall provide, Simunition blanks, ammunition, personal protective gear and all other non-PCSD provided equipment and supplies

for participation in PCSD training programs, as indicated in PCSD Training Announcements for training which Agency members are eligible to participate.

a. Eatonville agrees to pay PCSD a supply fee for each Agency member attending PCSD training programs as follows: (i) \$___0/zero___ per Agency member attending PCSD Defensive Tactics Training (ii) \$___0/zero___ for each Agency member attending PCSD Annual Classroom Training, (iii) \$_50/fifty___ for each Agency member attending First Aid/Pathogens Safety Training, (iv) \$_0/zero___ for each Agency member attending Active Shooter Training, (v) \$___0/zero___ for each Agency member attending Firearms Qualification(the "Supply Fees").

b. Eatonville understands and acknowledges that Agency or Agency member's failure to arrive at any training program with non-PCSD provided equipment and supplies as indicated in the applicable Training Announcement may result in the Agency members inability to participate in training. In no event shall Agency members' inability to participate in scheduled training result in waiver or refund of any charges, fees, or costs.

7. Training Programs. Eatonville agrees that:

a. PCSD may, in its sole discretion, offer or not offer, cancel, or suspend any or all of the training programs referenced in this Agreement, and may discontinue any training program referenced in this Agreement at any time.

b. No Agency member may attend any offered training more frequently than once per year.

c. Each Agency member shall execute an individual Waiver and Release of All Claims in favor of the County prior to commencing any training program.

d. Agency members shall promptly comply with all directives, instructions, policies, and safety protocols posted at the training facility and/or provided or communicated by the PCSD Training Division and/or Range Master or other instructor.

e. Unless otherwise determined by the PCSD Training Division, the maximum number of non-PCSD personnel allowed access to a training program at any one time is __two (2)___ individuals. The total number of persons allowed in any area of a training facility is subject to change from time-to-time and shall be determined by PCSD in its sole discretion with or without notice to Agency.

f. Agency shall pay for any and all damages to a training facility or equipment caused by Agency's personnel.

g. Agency will assist in clean up the training facility after its use, to include all targets, ammunition brass, mats, training equipment, containers, and litter. There will be a minimum \$100 fee applied for Agency's failure to assist with clean-up the facility and/or any weapons cleaning building. Failing to fully clean-up may result in termination of this agreement.

h. Only commissioned Agency members eligible to carry and trained to utilize a firearm will be allowed on training facility grounds. Agency and its members will not be accompanied by guest observers or other employees.

i. No photographs or video will be taken on training facility grounds at any time without the prior approval of the Chief of the PCSD Administrative Services Bureau. If prior approval is granted, photos or video may only be utilized for onsite training at the location where training is occurring and shall not be saved for later use or posted to any website, social media platform or released to others.

j. Agency shall ensure that all weapons, ammunition, and other equipment brought onto training facility grounds are in good working order and safe for use by individual(s) utilizing the weapons or equipment. Any weapons, ammunition or equipment brought onto the training grounds may be inspected at any time by the PCSD Training Division, a PCSD Range Master, other instructor or their designee.

8. Bookings and Cancellations. PCSD will provide Agency with Training Announcements for training programs that Agency members are eligible to attend. All Agency requests for Agency members to attend PCSD training must be made in writing via email to the PCSD Training Division as indicated in the applicable Training Announcement at least 30 calendar days prior to the training date referenced in Training Announcement. The request must include completion and electronic submission of the PCSD Outside Agency Training Request Form, a copy of which is attached as **Exhibit A**.

a. The PCSD Training Division will make reasonable efforts to accommodate Agency's training request; however training of Agency members at any particular training date or program is not guaranteed and any planned training of Agency members may be changed, rescheduled, or cancelled by the PCSD Training Division in deference to the training requirements of PCSD

members or personnel, as determined by PCSD in its sole discretion. Agency understands and acknowledges that the training of PCSD members and personnel takes precedence over any outside agency training.

b. Agency shall provide the PCSD Training Division three (3) full business days' notice of cancellation of any scheduled training of Agency members; such notice shall be in writing via email. Failure to do so will result in charges to Eatonville of one half the Supply Fee plus class fees of (i) \$___0/zero___ per Agency member scheduled for PCSD Defensive Tactics Training (ii) \$___0/zero___ per Agency member scheduled for PCSD Annual Classroom Training, (iii) \$___50/fifty___ per Agency member scheduled for First Aid/Pathogens Safety Training, (iv) \$___0/zero___ per Agency member scheduled for Active Shooter Training, (v) \$___0/zero___ for each Agency member attending Firearms Qualification (the "Cancellation Fee").

9. Modification by Training Division or Range Master. The PCSD Training Division, PCSD Range Master, or their designee, shall have the authority to change or modify any training activities with or without notice to Agency.

10. Removal from Training. The PCSD Training Division or designee may remove Agency or individual member of Agency from the training facility at any time for failing to comply with PCSD safety expectations, failing to comply with instructions or directives, failing to clean facilities after use, or causing or allowing willful damage to facilities, ranges, classrooms, grounds, or property. If removed, the Agency or individual Agency member must leave the training facility grounds immediately. In no event shall removal from training result in waiver or refund of any charges, fees, or costs.

11. No Liability for Content. Eatonville understands that rules, regulations, ordinances, laws, and legal standards applicable to law enforcement agencies and law enforcement personnel are rapidly evolving and subject to change. Pierce County makes no guarantees, expressed or implied, as to the accuracy, currency, nature, quality, reliability, information, materials, or content of training provided under this Agreement. Training provided hereunder is not intended to be, nor shall it be considered, legal advice. Eatonville agrees that it is Eatonville's responsibility, not Pierce County's, to ensure that Agency and Agency members receive appropriate training. Eatonville agrees that under no circumstances shall the County be

held liable for the accuracy, currency, nature, quality, reliability, information, materials, or content of training provided to Agency members.

12. Amendment of Exhibits. Eatonville understands and agrees that PCSD may change or amend any or all of the Exhibits referenced in this Agreement at any time and in its sole discretion. Any such changes or amendments shall not invalidate this Agreement. PCSD will notify Agency and provide it with a copy of changed or amended Exhibits.

13. Independent Contractor. The County's and PCSD's services shall be furnished as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the as an independent contractor.

14. No Third Party Beneficiary, Joint Venture, or Partnership. The parties understand and agree that this contract is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership has been formed as a result of this contract.

15. Insurance Requirements. The insurance coverages specified in this paragraph are required. Eatonville shall, at Eatonville's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
--	--

<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
-------------------------------------	--

Workers' Compensation Statutory limits.

Eatonville may comply with these insurance requirements through a program of self-insurance that meets or exceeds these minimum limits. Eatonville must provide Pierce County with adequate documentation of self-insurance prior to performing any work related to this contract. Should Eatonville no longer benefit from a program of self-insurance, Eatonville agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the "Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402."

16. Defense & Indemnity Agreement. Eatonville agrees to defend, indemnify and save harmless the County of Pierce, State of Washington, and its current and former officials, officers, agents, assigns, and employees, in both their official capacity and individually, and its and their attorneys (all collectively, "Releasees"), against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs, by reason of any and all claims and demands whatsoever and from all claims, demands, damages, actions, or causes of action, including appeals, whether on account of death, bodily injuries, damage to property, civil rights deprivation, tort, local, state, or federal law, or any other theory of law, whether due in whole or in part to Releasees' sole or contributory negligence, which arise from or are related to Agency or Agency member's participation in, or application of techniques, tactics, theories, or information received at, PCSD Training Programs.

17. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, Eatonville expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold

harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Agency. This waiver is mutually negotiated by the parties to this Agreement.

18. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

19. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

20. Survival. The provisions of paragraphs 4, 5, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

21. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

Attached items:

Exhibit A – PCSD Outside Agency Training Request Form

IN WITNESS WHEREOF, the parties have executed this Agreement, on the day and year last specified below.

TOWN OF EATONVILLE:

Name

Signature

Title of Authorized Signatory

Mailing Address

City, State, Zip

PIERCE COUNTY:

Approved as to legal form only:

Deputy Prosecuting Attorney Date

Approved:

Finance Date

Department Director Date

Pierce County Executive (\$250,000 or more) Date

EXHIBIT A



PCSD Firearms Training Facility Outside Agency Request

Dates/Times Requested: Click or tap to enter a date.	
Agency Name: Click or tap here to enter text.	
Approving Agency Commander: Click or tap here to enter text.	
On-Site Range Designated Person in Charge: Click or tap here to enter text.	
Number of Students Attending: Click or tap here to enter text.	
Specific Range Requested (pistol, rifle, etc): Click or tap here to enter text.	
Classroom Use Requested (yes or no): Click or tap here to enter text.	
Brief Description of Training Plan: Click or tap here to enter text.	
Rangemaster Approval: Click or tap here to enter text.	Training Sgt. Approval: Click or tap here to enter text.