

**RESOLUTION 2022-O**

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,  
AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT  
AGREEMENT WITH JASON LALIBERTE AS POLICE CHIEF**

**WHEREAS**, the Town of Eatonville has the need for a Police Chief; and

**WHEREAS**, Jason LaLiberte has been serving as the Town's police chief under contract with the Pierce County Sheriff's Office; and

**WHEREAS**, the Town believes that Jason LaLiberte has the required skills and experience to continue to serve the Town as the Police Chief; and

**WHEREAS**, the employment agreement, attached hereto as Exhibit A, outlines the terms and conditions of Mr. LaLiberte's employment with the Town; now, therefore,

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

**THAT:** The Town Council approves, and the Mayor is authorized to execute, the attached employment agreement with Jason LaLiberte.

**PASSED** by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 14<sup>th</sup> day of March 2022.

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David Baublits, Mayor

ATTEST:

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Miranda Doll, Town Clerk

**CHIEF OF POLICE EMPLOYMENT AGREEMENT  
BETWEEN THE TOWN OF EATONVILLE AND JASON LALIBERTE  
REGARDING POLICE CHIEF POSITION**

THIS AGREEMENT is made as of the date set forth below, by and between the Town of Eatonville (hereinafter referred to as the “Employer”) and Jason LaLiberte (hereinafter referred to as the “the employee”) and collectively as the “Parties.”

WHEREAS, the Town of Eatonville is established pursuant to Chapter 35.27 RCW and is organized under the Mayor-Council form of government; and

WHEREAS, the Town desires to contract with Jason LaLiberte to serve as Police Chief, and Jason LaLiberte desires to accept this position with the Town of Eatonville upon satisfactory acceptance and approval of a background check;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the Parties agree as follows:

**TERMS**

1. **Commencement of Services.** The Employer agrees to employ Mr. LaLiberte as its Police Chief, a civil service exempt position in accordance with the terms and conditions of this Agreement.
2. **Term.** The term of this Agreement shall be April 1, 2022 through June 7, 2026. Nothing contained herein shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of Employee at any time, or Employee’s right to voluntarily resign his employment, subject to the provisions of this Agreement.
3. **Qualifications.** The Employee represents that he satisfies all of the eligibility requirements for Chief of Police or Marshall as set forth in RCW 35.21.333.
4. **Duties.** The Employee will serve as the Police Chief for the Town of Eatonville, Washington performing the duties expressly defined by state law, RCW 35.27.240, and Chapter 2.29 of the Eatonville Municipal Code (EMC).
5. **FLSA Exempt.** The Employee acknowledges that he is an exempt employee within the meaning of the Fair Labor Standards Act (29 U.S.C. 201 et seq.) and as such, is not entitled to overtime pay for hours in excess of forty (40) hours per week.
6. **Annual Compensation.** The Employer agrees to compensate Employee during the term of this Agreement at a monthly salary of \$11666.67 per month or \$140,000 per year. Effective January 1<sup>st</sup> of each year beginning in 2023, the Employer shall provide Employee an annual cost of living adjustment (COLA) of not less than 2% and not more than the COLA negotiated between the town and the union that represents the Town’s commissioned police officers.
7. **Benefits.** The Employee shall receive the same benefits as other full-time Town of Eatonville employees that are classified as FLSA exempt. The Employee’s use of vacation leave, sick leave, compensatory time and other benefits shall be in accordance with Town’s Personnel Policies Manual, as now or hereafter amended, a copy of which is attached hereto as Exhibit 1 and incorporated by this reference.

- a. **Sick Leave.** The Employee shall accrue sick leave at the rate of eight (8) hours of sick leave per month. The Employee's use of sick leave shall be in accordance with the Town's policies as said policies currently exist and as they may be modified in the future in the Town's sole discretion.
  - b. **Vacation Leave.** The Employee will initially earn vacation at an equivalent of twenty-one years pursuant to the adopted vacation leave schedule, which is 21 days per year. The Employee's use of vacation leave shall be in accordance with the Town's policies as said policies currently exist and as they may be modified in the future in the Town's sole discretion.
  - c. **Compensatory Time.** The Employee may accrue up to 40 hours of compensatory time. The Employee's use of compensatory time shall be in accordance with the Town's policies as said policies currently exist and as they may be modified in the future in the Town's sole discretion.
  - d. **Leave Bank.** The Employee will start employment with a bank of 250 hours to be used upon hire, this leave bank will have no cash value in the event these hours have not been used in full at the time the Employee ceases to be employed by the Town.
  - e. **Accrual and Carryover.** The Employee is entitled to accrue and carryover, year to year, all vacation and holiday leave to a maximum of 240 hours and sick time to a maximum of 800 hours. Accrual of sick time beyond the maximum limits will be forfeited by the Employee. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, administrative/executive compensatory time, and 20% of sick time and other benefits to date.
  - f. **Holidays.** The Employee shall be entitled to the recognized holidays in accordance with the Town's policies.
  - g. **LEOFF Retirement System.** Both the Employer and Employee shall make contributions to the applicable LEOFF retirement plan in accordance with plan rules and regulations and required contribution levels.
8. **No Reduction of Benefits.** Employer shall not, at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the same degree of such a reduction across-the-board for all exempt classification employees of the Employer.
9. **Termination.**
- a. **Termination by Employer:** The Employee's employment is terminable at the will of the Mayor. In the event, Employee is terminated by the Mayor as herein provided, or he is requested or required to resign his position as Chief of Police as a result of any direct or indirect action of the Mayor, at a time when Employee is willing and able to perform the duties of Chief of Police, then, in that event, the Town agrees to pay Employee severance pay as described below. Provided, however, the other provisions of this Agreement notwithstanding, in the event Employee's employment is terminated for cause, then the town shall have no obligation to pay the severance compensation designated herein.

Should the Mayor terminate the Employee's employment without cause, Employee's severance pay shall be limited to the amount of salary, accrued vacation and personal leave earned by the Employee during the term of this Agreement.

In the event the Mayor terminates the Employee for convenience (as opposed to termination for cause) the Employer will provide not less than (30) thirty days' notice prior to the effective date of said termination of employment, subject to the right of the Mayor to place the Employee on paid administrative leave prior to the effective date of termination for convenience.

- b. **Severance Pay:** If the Employee is terminated for cause, the Employee shall not be entitled to severance pay. For the purpose of this Agreement, the term "cause" shall have the same meaning as those actions, dispositions and/or acts specified under RCW 41.12.080 provided the Mayor is substituted for the "civil service commissioners" as that term is used in the statute.

In the event the Employer elects to terminate the Employee for any reason other than cause, the Employee may elect to receive severance compensation in the form of a cash payment equal to (12) twelve months of the Employee's base salary on the termination date. Said sum shall be subject to applicable federal withholding taxes. Severance compensation shall be paid in a lump sum with the next regular payroll following the pay period when termination occurred, unless otherwise agreed to by the Employer and the Employee. The Employee shall also be compensated for all accrued vacation time, paid holidays, administrative/executive compensatory time and 20% of accrued sick leave.

In consideration of the Employee's receipt of severance pay, the Employee agrees to execute, in a form satisfactory to the Town Attorney, a written release of any and all claims of any kind against the Town of Eatonville, its elected and appointed officials, employees and representatives (except for earned and unpaid wages and benefits under this Agreement). If the Employee elects to forego the severance compensation, his failure to execute a release of claims shall not be a breach of this Agreement.

- c. **Termination by the Employee:** In the event that the Employee elects to voluntarily terminate employment with the Employer for any reason, the Employee agrees to provide the Employer with not less than sixty (60) days' notice prior to the effective date of said termination of employment. Any such voluntary resignation or retirement by the Employee shall not require the payment of severance pay, but Employee shall receive all other benefits to which he would otherwise be entitled upon voluntary resignation or retirement. Notwithstanding the foregoing notice requirement, upon receiving the Employee's notice of intent to voluntarily resign or retire, nothing shall prevent the Mayor from releasing the Employee prior to the expiration of said notice period and compensating him at the rate of his base salary for the unexpired portion of the notice period, together with all employee benefits to which the Employee would otherwise be entitled during said period, such as vacation, sick leave, and retirement contributions.

10. **Miscellaneous Allowances.** The Employer agrees, subject to annual budget authorization, to provide allowances for the Employee to continue his education in order to advance the Employer's objectives and policies by attending seminars, executive leadership programs and graduate/college course work within the areas of public administration, police, emergency management and any disciplines that continue the professional development of the position of Chief of Police, in such amounts as the parties agree. The Employee will discuss any such programs and negotiate terms in advance with the Mayor or Town Administrator.

11. **Uniforms and Equipment.** The Employee shall be furnished with the same uniforms and equipment provided other commissioned officers of the department pursuant to the terms of their collective bargaining agreement and shall be provided replacement uniforms as necessary. Additional, Employee shall be entitled to all safety equipment, including department-issued firearms. Employee's duties require that the Employee shall have the executive use at all times during employment with the Town of an automobile to conduct the business of the Town. The Town shall provide (as determined by the Town) a vehicle, fully equipped, and in suitable condition and working order to perform all Town business on a 24 hour/7-day a week basis. Because the Police Chief is on call at all times, a de minimis amount of personal use may be made of the Town-owned vehicle. The Chief shall reside within a 30-minute response time.
12. **Performance Review.** The Mayor will conduct evaluations of Employee's performance by December 31 of each year, or such times as the Mayor shall determine in his discretion.
13. **Professional Liability.** The Town agrees that it shall defend, hold harmless, and indemnify the Employee from all demands, claims, suits, judgements and personal liability of any kind or nature where said demands, claims, suits, judgments and personal liability arise out of the scope of employment with the Town. Provided this indemnity shall not extend to actions for which severance pay can be denied under the provisions of Section 9 (for cause).
14. **Litigation.** In the event of a dispute regarding the breach, validity or enforceability of any provision of this Agreement, the parties agree to participate in alternate dispute resolution before a neutral mediator. If the mediation is unsuccessful either party may pursue litigation. In the event of litigation, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.
15. **Applicable Law.** This Agreement shall be governed by the laws of the State of Washington. In case of a dispute arising out of this Agreement, the venue of any lawsuit shall be Pierce County, Washington.
16. **Presumption of Drafting.** All parties agree that they have had the opportunity to have the Agreement reviewed with counsel so there shall be no presumption of drafting.
17. **Modification.** The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.
18. **Bonding.** Any bonding costs required of the Employee pursuant to EMC 2.16.010 shall be the responsibility of the Employer.
19. **Severability.** If any provision of this Agreement shall be held invalid, the remainder shall nevertheless be deemed valid and binding. It is the intention of the parties hereto that each provision hereof is agreed to separately in the event one or more of such provisions shall be held invalid.
20. **Authority to Sign.** The Mayor was authorized to sign this Agreement by Town Council Action taken on the 14<sup>th</sup> day of March, 2022.
21. **Notices.** Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses.

Town of Eatonville:  
Office of the Mayor  
PO Box 309  
Eatonville, WA 98328

Police Chief:  
Jason LaLiberte  
PO Box 309  
Eatonville, WA 98328

Notices may be delivered either personally to the address of the notice, or may be deposited in the United States mail, postage pre-paid to the address set forth above. Any notice to posed in the United States mail shall be deemed received three (3) days after the date of mailing.

IN WITNESS WHEREOF, the parties hereto shall be deemed to have executed this agreement on the date written in above.

**Town of Eatonville**

**Police Chief**

By: \_\_\_\_\_  
David Baublits, Mayor

By: \_\_\_\_\_  
Jason LaLiberte

Attest/Authenticated

By: \_\_\_\_\_  
Miranda Doll, Town Clerk