RESOLUTION 2026-RR

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF ROY RELATED TO LAW ENFORCEMENT SERVICES

WHEREAS, the Town of Eatonville ("Town") possesses the power, legal authority and responsibility to provide law enforcement services to its residents; and

WHEREAS, the City of Roy ("City"), through its Police Department, provides law enforcement services to the residents of the City; and

WHEREAS, the position of Police Chief is currently vacant and the Town needs interim Police Chief services until the position is filled; and

WHEREAS, the City has the power and legal authority to agree to provide law enforcement services to the Town; and

WHEREAS, RCW 39.34.080 and other Washington law authorizes any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the Town desires to enter into an agreement with the City whereby the City will provide law enforcement related administrative services to the Town and its inhabitants by assigning its Police Chief to serve as the Town's Interim Police Chief on a contractual basis; 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 on behalf of the Town of Eatonville, the Interlocal Agreement attached hereto as Exhibit A, with the City of Roy.

PASSED by the Town Council of the Town of Eatonville and attested by the Town Clerk in authentication of such passage this 12th day of October 2026.

_____
Emily McFadden, Mayor

ATTEST:

_____
Miranda Doll, Town Clerk

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ROY AND THE TOWN OF EATONVILLE RELATING TO LAW ENFORCEMENT SERVICES

THIS AGREEMENT, is made and entered into between the CITY OF ROY, a municipal corporation of the State of Washington, (hereinafter referred to as "the City") and the TOWN OF EATONVILLE, a municipal corporation of the State of Washington, (hereinafter referred to as "the Town").

WHEREAS, the Town possesses the power, legal authority and responsibility to provide law enforcement services to its residents; and

WHEREAS, the City, through its Police Department, provides law enforcement services to the residents of the City of Roy; and

WHEREAS, the Town position of Police Chief is currently vacant; and

WHEREAS, the Town is currently recruiting candidates for the Police Chief position, but needs interim Police Chief services until such time as the position is filled; and

WHEREAS, the City has the power and legal authority to agree to provide law enforcement services to the Town; and

WHEREAS, RCW 39.34.080 and other Washington law authorizes any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the Town desires to enter into an agreement with the City whereby the City will provide law enforcement and related administrative services to the Town and its inhabitants by assigning its Police Chief to serve as the Town's Interim Police Chief on a contractual basis; and

WHEREAS, the Town agrees to contract for, and the City agrees to render such law enforcement services pursuant to the terms of this Agreement;

Now, therefore, it is hereby agreed as follows:

AGREEMENT

For and in consideration of the covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. BASE LEVEL SERVICES

The City will provide the following law enforcement services within Town geographical limits:

1.1 Administrative Oversight Services:

Police administrative services shall be provided on an as-needed basis. These services shall include responsibility for the executive oversight, governance, and final administrative approval authority of the Town's Police Department, attendance as required at Town Council and other executive meetings, strategic command of law enforcement personnel, coordination of media requests for information, review and final approval of police reports as required, including immediate or emergency-basis review for in-custody arrests, and any other high-level executive services normally required by the Town of its Police Chief.

2. ORGANIZATION

The City will provide the services identified in Section 1 through the following organization:

2.1 Service. Service will be provided through the City's Police Chief, who is referred to herein as the "Interim Chief." The Interim Chief will provide strategic administrative oversight, executive governance, and final command authority for the Town's law enforcement services, rather than day-to-day operational management. The Interim Chief will remain available to the Town Administrator and/or Mayor for high-level consultation, policy coordination, and attendance at Town Council or other appropriate meetings as mutually agreed upon.

2.2 Office Space. The City and Town anticipate that Interim Chief services will be provided primarily remotely. To the extent necessary, the Town will provide office and meeting space for the Interim Chief.

2.3 Police Chief Authority**.** The Interim Chief will serve as the Town's Police Chief, providing ultimate operational command authority, supervising high-level department functions, and executing final approvals on law enforcement policy, reporting, and statutory compliance. The Interim Chief shall maintain final review and approval authority over case reports via the department's reporting systems, and will remain available on an emergency basis to provide immediate report review and approval when an individual is taken into custody.

2.4 Personnel Management and Town Authority. Notwithstanding any provision herein, the Town Mayor retains exclusive executive authority over all internal personnel management for Town law enforcement employees. The Mayor shall be responsible for the final review, processing, and approval of all timesheets, time-off requests, and leaves of absence. Furthermore, the Mayor maintains final authority regarding the intake, investigation, and disposition of personnel complaints, as well as the administration of internal disciplinary actions. The Interim Chief will assist the Mayor by providing operational context or technical assessments

regarding personnel matters upon request.

3. REPORTING AND PUBLIC RECORDS MANAGEMENT

3.1 Operational and Incident Notifications. The Interim Chief, or their designee, will promptly notify the Town Mayor and/or the Town Administrator of any significant law enforcement incidents, major criminal occurrences, or critical events taking place within the Town or having a material operational impact on the Town.

3.2 Media Coordination and Release. The Interim Chief must be promptly notified of all media requests regarding Town law enforcement activities. The drafting and release of information to the media shall be a joint, collaborative effort between the department and the Town. However, the final decision to authorize and issue any media release rests exclusively with the Mayor.

3.3 Public Records Requests**.** The Town remains legally responsible for public records compliance and any related claims or litigation pursuant to RCW 42.56 et. seq. To ensure administrative efficiency and statutory compliance, all public records requests concerning Town law enforcement activities shall be filtered directly to the Assistant to the Chief, who serves as the department's Records Manager.

4. PERSONNEL AND EQUIPMENT

4.1 Independent Contractor. The City and the Interim Chief are acting hereunder as an independent contractor such that:

4.1.1 Standards of performance, supervision, discipline and all other aspects of performance of the Interim Chief serving under this Agreement shall be governed entirely by the City; and

4.1.2 The Interim Chief rendering services hereunder shall be considered an employee of the City for all purposes including maintaining in-service training requirements of the Sheriff.

4.2. Equipment. All equipment required for the Interim Chief shall be furnished by the City.

5. COST FOR SERVICES

5.1 Total Costs. The Town shall pay the City $900.00 per week for Interim Chief services under this Agreement. The Parties estimate that the services required for the Interim Chief position will take approximately 10 hours per week.

5.2 Billing Procedure. The costs of services will be billed monthly for the previous month's service on the first (1st) working day of the month by the City. Payments by the Town will be due within 45 days of the billing date. Monthly payments that are not paid within the above time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.

5.3 Payments. Payments shall be made to:

City of Roy
PO Box 700
Roy, WA 98580-700

6. TOWN RESPONSIBILITIES

6.1 Municipal Authority. The Town will hereby confer municipal police authority on the Interim Chief, who will be vested with the authority to enforce Town ordinances within Town boundaries and provide general law enforcement services for purposes of carrying out this Agreement.

7. CONTRACT ADMINISTRATION

7.1 Daily Operations. The Mayor, or their designee, shall be responsible for communicating with the Interim Chief as to the general direction and daily law enforcement operations within the Town.

7.2 Dispute Resolution. In the event of a dispute in the administration of this Agreement, the Mayor or the Town Administrator shall discuss the dispute with the City's Mayor, who will negotiate with the Mayor or the Town Administrator.

7.3 Arbitration of Disputes. If, after following the dispute resolution procedure described herein, the City and Town are unable to resolve a claim arising out of or relating to this Agreement or the alleged breach thereof, the dispute shall be submitted to arbitration in accordance with rules and procedures set forth in Chapter 7.04 RCW. The City and the Town will each appoint one arbitrator, who shall then jointly appoint the third. Judgment upon award rendered by the arbitrators may be entered into any court having jurisdiction thereof. The cost of arbitrating the dispute, including attorneys fees, will be borne equally by both parties.

8. TERM OF CONTRACT AND TERMINATION

This Agreement shall commence on October 13, 2026, and shall remain in effect until terminated on 10 day written notice by either party for any reason. The parties understand and acknowledge that the Police Chief services under this Agreement are being provided on an interim basis and that the Town will

terminate this Agreement when the new Town Police Chief is appointed. Should contract extend into 2027, the Cost for Services portion of this agreement will be amended to account for an increase in the Interim Chiefs' salary increase.

9. INDEMNIFICATION AND DEFENSE

The City shall defend, indemnify and save harmless the Town, its officers, appointed or elected officials, employees and agents from any and all liability, loss, costs, claims, judgments, or awards of damages and expense including attorney's fees, resulting from the acts or omissions of the City, its officers, appointed or elected officials, employees, or agents associated with this Agreement. In executing this Agreement, the City does not assume liability or responsibility for or in any way release of the Town from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of Town ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the Town shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Town, the City, or both, the TOwn shall satisfy the same, including all chargeable costs and attorney's fees.

The Town shall defend, indemnify and hold harmless the City, its officers, appointed or elected officials, employees and agents from any and all liability, loss, costs, claims, judgments or awards of damages and expense including attorney's fees, resulting from the acts or omissions of the Town, its officers, appointed or elected officials, employees or agents associated with this Agreement. In executing this Agreement, the Town does not assume liability or responsibility for or in any way release the City from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of City ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are award against the City, the Town or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and the Town, its officers, officials, employees, and volunteers, the City's liability hereunder shall be only to the extent of the City's negligence.

The terms of this Section 11 Indemnification and Defense, shall survive the termination or expiration of this Agreement.

10. NO THIRD PARTY BENEFICIARY

The City does not intend by this Agreement to assume any contractual obligations to anyone other than the Town, and the Town does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City and the Town do not intend that there be any third-party beneficiary to this Agreement and nothing in this Agreement shall be construed to create a liability or a right of indemnification by any third party.

The terms of this Section 12 No Third Party Beneficiary, shall survive the termination or expiration of this Agreement.

11. INSURANCE COVERAGE

The Town shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with a policy limit of not less than $2,000,000.00 per occurrence and not less than $2,000,000.00 aggregate limits.

The City shall maintain at all times during the course of this Agreement a police professional liability and auto liability insurance policy with a self-insured retention of no more than $2,000,000.00 and a policy limit of not less than $5,00,000.00 per occurrence and not less than $5,000,000.00 aggregate limits.

Both parties agree to provide proof of insurance to the other party upon request. Failure to maintain the agreed upon coverage and or provide proof of the same within two business days after the date of request for proof shall be grounds for immediate termination of the agreement notwithstanding paragraph 10.1.

12. NON-DISCRIMINATION POLICY

The City and the Town agree not to discriminate in the performance of this Agreement on the basis of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or veteran status, or the presence of any physical, mental, or sensory handicap. The City and the Town certify that they are Equal Employment Employers.

13. ASSIGNMENT

Neither the City nor the Town shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

14. NOTICE

Any formal notice or communication to be given by the City to the Town under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Town of Eatonville
Mayor's Office
201 Center Street
P.O. Box 309
Eatonville, WA 98328

Telephone: (360) 832-3361 x0
Facsimile: (360) 832-3977

Any formal notice or communication to be given by the Town to the City under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

City of Roy
PO Box 700
Roy, WA 98580-700

Either the Town or the City giving notice thereof to the other as herein provided may change the name and address to which notices and communications shall be directed at any time by giving written notice to the other party.

15. CITY AS INDEPENDENT CONTRACTOR

City is and shall at all times be deemed to be an independent contractor. No portion of this Agreement shall be construed as creating a relationship of employer and employee, or principal and agent, between the Town and the City, or any of the City's agents or employees. The City shall retain all authority for rendition of services, standards of performance, control of contracted employee, and other matters incident to the performance of services by the City pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the Town an employee of the City, or any employee of the City an employee of the Town for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to employees of the City or of the Town by virtue of their employment.

16. WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of the Agreement. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby.

17. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. This Agreement supersedes all prior agreements and no prior agreements shall be effective for any purpose.

18. AMENDMENT

No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

19. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING

This Agreement does not provide for the joint acquisition, holding or disposal of any real or personal property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for joint or cooperative undertakings pursuant to this Agreement.

20. FILING

Copies of this Agreement may be filed with the Eatonville Town Clerk, and the City of Roy City Clerk.

21. SEVERABILITY

If any provision of this Agreement shall be held illegal, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

22. GOVERNING LAW AND VENUE

The parties hereto agree that the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue for any action brought hereunder shall be in the Pierce County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of October, 2026.

Town of Eatonville		City of Roy	
_____		_____	
Mayor Emily McFadden	Date	Mayor Ryan Muller	Date
_____		_____	
Town Clerk	Date	City Clerk	Date