

CITY OF ROY, WASHINGTON

**RESOLUTION NO. 895**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROY, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AND ENTER INTO AN AGREEMENT BETWEEN CITY OF ROY AND PIERCE COUNTY SHERIFF'S DEPARTMENT FOR ADDITIONAL LAW ENFORCEMENT COVERAGE DURING RODEO WEEKENDS.**

**WHEREAS**, the City of Roy has an increased need for law enforcement services during the Roy Rodeo in June and September of each year; and

**WHEREAS**, the City desires additional law enforcement coverage during these events; and

**WHEREAS**, the Pierce County Sheriff's Department offers resources to the City to provide the needed additional law enforcement support;

**NOW, THEREFORE**, be it resolved by the City Council of the City of Roy, Washington:

**Section 1.** The City Council of the City of Roy hereby authorizes the mayor to sign the Agreement between City of Roy and Pierce County Sheriff's Department to provide two or more Sheriff's deputies as requested during Roy Rodeo events at a cost of \$93.60 per deputy per hour, in substantially the form on file in the City Clerk-Treasurer's office.

**Section 2.** Severability. If any section, sentence, clause or phrase of this Resolution should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

**Section 3.** All acts consistent with this resolution are hereby authorized.

Adopted this 28<sup>th</sup> day of May, 2019.

  
RAWLIN MCDANIEL, Mayor

Attest:

Approved as to Form:

  
DEBRA DEARINGER  
City Clerk-Treasurer

  
LISA MARIE ROYBAL ELLIOTT  
City Attorney

**AGREEMENT  
BETWEEN  
CITY OF ROY  
AND  
PIERCE COUNTY SHERIFF'S DEPARTMENT**

**Whereas;** the City of Roy, hereinafter referred to as "City" has an increased need for law enforcement services during the Roy Rodeo in June and September of each year; and

**Whereas;** the City desires additional law enforcement coverage during these events; and

**Whereas;** the Pierce County Sheriff's Department, hereinafter referred to as County, has the resources available to provide the needed additional law enforcement support;

**Now therefore;** the City and the County agree to the following terms and conditions:

1. DEPUTIES. The County shall provide two or more Sheriff's deputies to assist in providing law enforcement response and presence (as County resources allow) at the Roy Rodeo itself and in the City of Roy during the Roy Rodeo, which normally take place on the first weekend in June and first weekend in September of each year.
2. SCHEDULE. Thirty days prior to assignment, the City shall provide to the Sheriff's Department Chief of Operations the number of Sheriff's deputies the City requests, minimum of two, along with the proposed schedule for assignment of the deputies.
3. MODIFICATIONS TO SCHEDULE. If the City requires modification(s) to the proposed schedule for assignment, the City Police Chief may modify the request via written communication (i.e. e-mail) to the Chief of Operations. This modification does not require a written modification of this Agreement.
4. COMPENSATION. The City shall reimburse the County for the provision of these services at the rate of \$93.60 per hour per Sheriff's deputy.
5. SERVICES BEYOND SHIFT. The City shall also reimburse the County for Sheriff's police services in Roy that continue beyond the scheduled assignment at the rate of \$93.60 per hour per Sheriff's deputy. This would include enforcement activities that occurred during scheduled duty hours, but cannot be completed by the end of shift, such as arrests,

processing or investigation of incidents, etc. It also includes enforcement activities conducted at the direction of the City Police Chief based on his/her perception and concern for public safety, such as high crowd volumes or disorderly activity.

6. INVOICES. The County shall submit invoices to the City at:

City of Roy  
POB 700  
Roy, WA 98580

7. PAYMENT. The City shall reimburse the County within thirty days of receipt of invoice and mail payment to:

Pierce County Sheriff's Department  
Attention Business Unit  
930 Tacoma Avenue  
Tacoma, WA 98402

8. SCOPE OF WORK.

a. Sheriff's deputies assigned to work in partnership with the Roy Police Department during the Roy Pioneer Rodeo will assist with providing police presence and respond to calls within the City of Roy, specifically in the downtown area. Deputies will monitor the parking areas, specifically the Roy Rodeo property, for possible activities such as prohibited consumption of alcohol, disorderly conduct, and other similar offenses that tend to occur during the Rodeo weekend. Deputies assigned may affect arrests or issue infractions or citations for any violations they observe. Roy Police personnel will complete any required reports and transport to booking any offenders that are taken into custody by the Deputies. Infractions or citations shall, where possible, be sent to Roy Municipal Court for filing.

b. Sheriff's deputies will report to the Roy Police Department Chief of Police at the beginning of their shift. The Deputies will be provided with their duty assignments for the shift by the Chief of Police. Any enforcement action taken by the Deputies will be reported to the Chief of Police, or a designee, who will assist the Deputies with the completion of any necessary report or transportation of arrested persons. At the end of the shift, Deputies will report back to the Chief of Police to provide a synopsis of activities during the shift.

9. INDEMNIFICATION: The County shall protect, indemnify, and save the City 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 County, its employees, agents or sub-contractors, howsoever caused. The County will be responsible for any damages sustained by its employees to City equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City.

10. INDEPENDENT STATUS OF COUNTY: In the performance of the obligations under this Agreement, the parties 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.
11. EXTENT OF LIABILITY. 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 County and the City, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the County'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 or termination of this Agreement.
12. SEVERABILITY. If any provisions of this Agreement are held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the agreement conformed as necessary.
13. EXECUTION. The Agreement may be executed in counterparts.
14. GOVERNING LAW. The Agreement shall be governed by Washington law.
15. ENTIRE AGREEMENT. This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
16. EFFECTIVE DATE: This Agreement shall commence and become effective upon the last affixed signature to this document and shall be in force for one year from its making. It shall extend automatically for an additional one-year period on the anniversary date unless the parties have provided notice of intent to abandon the Agreement.
17. TERMINATION. If either party desires to terminate this Agreement, such party must provide not less than ninety (90) days written notice to the other party.

End of Agreement. Signature page immediately follows.

**PIERCE COUNTY  
CONTRACT SIGNATURE PAGE**

Contract # CC-101922

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date signed below.

**CITY OF ROY:**


 5/28/19  
Mayor Rawlin McDaniel Date

Approved As to Legal Form Only:

 6/19/19  
City Attorney Date  
Lisa Marie Roybal Elliott

**PIERCE COUNTY:**


Approved As to Legal Form Only:

 6/26/19  
Prosecuting Attorney Date

Recommended:

 7/11/19  
Budget and Finance Date

Approved:

 7/1/17  
Department Director Date  
(less than \$250,000)

\_\_\_\_\_  
County Executive (over \$250,000) Date