

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BINGEN AND THE CITY OF WHITE SALMON
RELATING TO THE PROVISION OF LAW ENFORCEMENT SERVICES**

THIS IS AN AGREEMENT between the City of Bingen, Washington, a municipal corporation of the State of Washington, which may hereinafter be referred to as “Bingen”, and the City of White Salmon, a municipal corporation of the State of Washington, which may hereinafter be referred to as “White Salmon”.

WHEREAS, White Salmon and Bingen have common borders and consolidated law enforcement services in the neighboring municipalities of White Salmon and Bingen in 2001;

WHEREAS, White Salmon and Bingen have determined that it is in their respective and mutual best interests to continue with consolidated law enforcement services in the neighboring municipalities of White Salmon and Bingen:

NOW THEREFORE, White Salmon and Bingen agree as follows:

1. General Purpose. White Salmon shall provide law enforcement services for Bingen, including but not limited to, patrol, writing citations, writing and forwarding reports to the prosecutor, appearance at hearings or trials, response to complaints or calls, transportation of persons arrested to jail, investigation, traffic control, emergency service, service of civil documents, training and all other tasks typically performed by a municipal police department of a city the size of Bingen or White Salmon.

2. Bingen – White Salmon Police Department. The police force serving the White Salmon and Bingen area shall continue to be called the Bingen-White Salmon Police Department which may hereinafter be referred to as the “police department”.

3. Municipal Authority. Bingen confers its municipal police authority on the Bingen-White Salmon Police Department engaged in law enforcement tasks pursuant to this agreement for enforcement of State law and City of Bingen ordinances within the City of Bingen’s jurisdiction.

4. Bingen-White Salmon Police Department Districts and Offices. The Bingen and White Salmon area, for purposes of law enforcement service, shall be divided into two districts. The “lower district” shall be the municipal territory of Bingen and the Columbia River riverfront area of White Salmon; the upper district shall be the remainder of the municipal territory of White Salmon. Two officers, one patrolling each district, shall be on duty at all peak times except in extraordinary circumstances. For purposes of this paragraph, “peak times” and “extraordinary circumstances” shall be determined in the sole discretion of the chief of police or designee. There shall always be at least one officer on duty at all times for both districts. The parties agree that Bingen and White Salmon shall each maintain their respective police offices, or similar replacement facilities for use by the Bingen-White Salmon Police Department.

5. Number of Officers. The parties agree that the police department should have at least seven full-time officers and a full-time chief of police.

6. Jail, Communication and Prosecution Costs. The parties agree that each party will be individually responsible for their present respective contracts with Klickitat County regarding jail and communication services and for retaining their respective prosecutors. However, nothing herein is intended to prevent the parties from contracting together for such services in the future if the parties deem it mutually beneficial.

7. Independent Contractor. The parties agree that White Salmon is acting as an independent contractor and so all personnel of the police department shall be for all purposes employees of White Salmon and controlled by same, including standards of performance and discipline.

8. Contract Administration. This agreement shall be administered by White Salmon; provided that the Mayor of Bingen or designee shall have access to all records (excluding personnel records) related to this agreement and to the Bingen-White Salmon Police Department upon request.

9. Police Chief. Notwithstanding any of the foregoing, the parties agree that the police chief shall be appointed by White Salmon, with the advice of the Mayor of Bingen, and shall be directly supervised by the Mayor of White Salmon, who shall consult on a regular basis with the Mayor of Bingen regarding supervision.

10. Conform Laws. Bingen and White Salmon shall, to the extent reasonable and feasible and with all due consideration for local circumstances, make diligent efforts to conform ordinances, rules and regulations to provide for consistent effective and efficient delivery of law enforcement.

11. Reporting.

11.1 The Chief of the Bingen-White Salmon Police Department or designee shall provide a written report to the Bingen City Council and the White Salmon City Council as deemed necessary by the Chief of Police or upon the request of the Mayor of the City of Bingen or the Mayor of the City of White Salmon. Said report shall include information the Chief deems relevant to the success of the Bingen-White Salmon Police Department and other law enforcement issues.

11.2 The White Salmon City Council and the Bingen City Council, and their respective mayors, shall meet together when requested by either city council and upon no less three weeks notice to discuss the progress of this agreement and the effectiveness and efficiency of the Bingen-White Salmon Police Department and methods and manners by which the agreement and the services provided by the police department may be improved.

12. Civil Service Commission. The parties agree that Bingen may appoint one member to the White Salmon Civil Service Board if such appointment is not contrary to Washington State law.

13. Compensation.

13.1 Payments shall be made every three months, i.e. quarterly. The quarterly payments shall be made on or before January 10th, April 10th, July 10th and October 10th or the next business day after those days if any day on which payment is due falls on a weekend or a legal holiday. The parties intend that all budgeted police department costs, including operating expenses and capital improvements, shall be shared proportionately based on total assessed value of real property for both cities (i.e., Bingen's proportional share as a percent would be its total assessed value of real property divided by the total assessed value for real property for both cities and White Salmon's proportional share as a percent would be its total assessed value of real property divided by the total assess value for real property for both cities). When actual expenditures are less than budgeted, Bingen's proportional share of the savings will be applied to the City of Bingen's payment for the following year. The parties agree to meet no later than August 15th every year of this agreement to determine compensation for the following calendar year.

13.2 Until the parties agree on a revised rate of quarterly payments, Bingen shall pay to White Salmon the same percentage of the police department budget as the prior year. Notwithstanding, through the dispute resolution mechanism set forth in paragraph 19, the parties may agree to a revised apportionment.

14. Property – Ownership and Contribution.

14.1 An itemized inventory of all police department equipment owned by each city shall be maintained by the police department to include complete descriptions, serial numbers, date of acquisition and purchase price for each item. For purposes of the agreement, "equipment" means any item of property acquired by the police department having a value in excess of \$25, excluding vehicles.

14.2 The police department shall maintain records of all equipment including capital improvements purchased during the term of this contract (including the contract dated May 24, 2000 for the period May 2000 to December 2003, hereinafter referred to as "the original contract") to include date of acquisition, description, serial numbers and purchase price.

14.3 If equipment is purchased to replace existing equipment, a record shall be kept as to which equipment is replaced by the purchased equipment.

14.4 When equipment belonging to either city at the time this contract is executed is surplus, it shall be returned to the city owning it before this agreement was executed.

14.5 At the time of the termination of this agreement, all original equipment owned by the two cities will be retained (or returned) by the appropriate city.

14.6 All equipment purchased during the term of this agreement (including original contract) shall be distributed upon termination of this agreement in the following manner:

- A. A list of equipment/property by category shall be provided to each city. This list shall include the information required by paragraphs 14.2 and 14.3 of this agreement.
- B. Equipment shall be distributed to each city on a proportional basis (based on the ratio of each city's contribution to the police department budget at the time the equipment was acquired) within each category.

For example, the department owns eight hand-held radios. The proportional rate for the budget at the time the radios were acquired was 60% White Salmon and 40% Bingen. White Salmon would receive 5 radios and Bingen would receive 3 radios and an equalizing payment would be made pursuant to the next paragraph.

- C. In the event it is necessary for one city or the other to receive more than its proportional share of equipment (e.g., one cannot split a vehicle or radio in half), the city receiving more than its proportional share of equipment will pay the other city the cash equivalent of the excess share of the equipment it has received based on the fair market value of the equipment at the time the equipment is distributed or other items may be traded between the cities to equitably divide the equipment. A coin toss will determine which city gets first choice of equipment purchased during the term of this contract (including the original contract), alternating choices thereafter.

14.7 Notwithstanding, each city may surplus property no longer used for law enforcement purposes at or before execution of this contract.

14.8 Proceeds from the sale of surplus property purchased for both police departments use after execution of the original contract, shall be dedicated to the police department budget. Such proceeds shall not be a "credit" in favor of or against either city and shall not be a factor in determining either city's proportional share of the department's budget.

15. Vehicles.

15.1 A list of all police vehicles owned by each city at the inception of the original contract shall be kept by each city.

15.2 Simultaneously with the execution of this agreement, Bingen shall lease to White Salmon one (1) of Bingen's law enforcement vehicles, namely a 1997 Ford Explorer for One Dollar and No Cents (\$1.00) per vehicle per year with White Salmon for insurance and maintenance of the leased vehicle.

15.3 The two cities will pay for replacement of vehicles (to be determined proportionally, based on the assessed value of real property for each city, or as otherwise agreed) out of their appropriate capital replacement funds. The City of White Salmon will be responsible for insurance and maintenance of the vehicles.

15.4 Each city will surplus vehicles in existence at the time of original contract execution that are no longer used for law enforcement purposes as that city sees fit. Funds from surplus vehicles will be distributed to that city's capital replacement fund.

15.5 At termination of contract, new vehicles will be divided on a proportional basis based on book value of the vehicles. A coin toss will determine which city gets first choice of the vehicles. A cash payoff may be necessary to equalize proportional value.

16. Duration. This agreement shall run from January 1, 2004 through December 31, 2009. It is the desire of the parties that the Bingen-White Salmon Police Department provide law enforcement services for the foreseeable future; thus, the parties agree to reconsider the specific terms of this agreement no later than June of 2009 in an effort to renew this agreement pursuant to terms then determined.

17. Indemnification.

17.1 In executing this agreement, White Salmon does not assume liability or responsibility for or in any way release Bingen from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of Bingen ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, Bingen shall defend the same at its sole expense and if judgment is entered or damages are awarded against Bingen, White Salmon, or both, Bingen shall satisfy the same.

17.2 In executing this agreement, Bingen does not assume liability or responsibility for or in any way release White Salmon from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of city ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, White Salmon shall defend the same at its sole expense and if judgment is entered or damages are awarded against White Salmon, Bingen or both, White Salmon shall satisfy the same.

17.3 White Salmon shall indemnify and hold harmless Bingen and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of White Salmon, its officers, agents, and employees in performing services pursuant to this agreement.

17.4 In the event that any suit based upon such a claim, actions, loss or damage is brought against Bingen, or Bingen and White Salmon, White Salmon shall defend the same at its sole cost and expense; and if final judgment be rendered against Bingen and its offices, agents, and employees or jointly against Bingen and White Salmon and their respective officers, agents, and employees, White Salmon shall satisfy the same.

17.5 Bingen shall indemnify and hold harmless White Salmon and its offices, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Bingen, its officers, agents, and employees in performing services pursuant to this agreement.

17.6 In the event that any suit based upon such a claim, action, loss, or damage is brought against White Salmon, or White Salmon and Bingen, Bingen shall defend the same at its sole cost and expense; and if final judgment be rendered against White Salmon and its officers, agents, and employees or jointly against White Salmon and Bingen and their respective officers, agents, and employees, Bingen shall satisfy the same.

18. Disputes. In the event of a dispute arising from or related to this agreement, the parties shall submit the dispute for resolution to a mutually agreeable mediator and shall equally share the mediator's fee. In the event the parties cannot resolve the dispute in mediation, and either party initiates a lawsuit, the prevailing party shall be entitled to court costs and reasonable attorney's fees, including those costs incurred in anticipation of litigation and fees and costs incurred in appeal of any final determination. If either party chooses to seek injunctive relief to enforce the provisions of this agreement, the parties waive any requirements of bond as set forth in Washington statutes. Venue shall be in Klickitat County, Washington.

19. Survival Clause. In the event one or more of the provisions of this agreement are held to be illegal or unenforceable, it shall not result in the invalidation of any other portion of this agreement.

20. State Auditor's Office. The City Clerk of White Salmon and the City Clerk of Bingen shall each forward a copy of this agreement to the State Auditor's regional office for the state Auditor's information and concurrence with regard to the financial arrangements set forth in this agreement and shall take any other actions deemed necessary to comply with RCW Chapter 39.34.

21. Costs of Services and Revenues. The parties hereto have considered the anticipated cost of services and the anticipated and potential revenues to fund those services in negotiating this agreement.

APPROVED by the Bingen City Council on the 18th day of November, 2003.

Approved as to form:

Anthony H. Connors
Bingen City Attorney

Honorable Brian Prigel, Mayor

Attest:

Jan M. Brending
Bingen City Clerk

APPROVED by the White Salmon City Council on the 3rd day of December, 2003.

Approved as to form:

Deborah M. Phillips, P.C.
White Salmon City Attorney

Honorable Roger Holen, Mayor

Attest:

Kelly Ingraham, CPA
White Salmon City Clerk