

**INTERAGENCY AGREEMENT
BETWEEN THE
THE CITY OF VANCOUVER AND THE
CITY OF WASHOUGAL RELATING
TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made pursuant to RCW 39.34, and the authority set forth in RCW 10.93, is entered into on November 15, 2022, by and between the City of Vancouver and the City of Washougal, both are municipal corporations of the State of Washington.

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the City of Washougal, through its Police Department, will provide law enforcement resources to the City of Vancouver Police Department so that it may continue to provide law enforcement services within the corporate boundaries of the City of Vancouver.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

SCOPE OF WORK

The Washougal Police Department will provide the temporary services of the police chief (identified as a Contract Officer throughout this agreement) to the City of Vancouver Police Department to supplement law enforcement staffing as Assistant Chief of Police as needed within the City on a contract basis.

The contract officer will, as determined by the Vancouver Police Chief, wear the appropriate uniform of the day and will operate a Washougal Police Department's vehicle while providing law enforcement services within the City of Vancouver. The contract officer will always remain an employee of City of Washougal while rendering law enforcement services for the City of Vancouver in conformity with this Agreement.

The City of Vancouver will take the necessary action to allow for the contract officer to enforce rules, policies, and procedures.

Vancouver's Police Chief, or their authorized representative, shall provide general direction to the contract officer during their assignment in Vancouver. However, it is understood and agreed that the contract officer will be supervised by the City of Washougal and work within the policies and procedures of the Washougal Police Department. However, the contract officer will apply Vancouver Police Department policy when supervising Vancouver Police Department personnel and while working on Vancouver Police Department policies or programs.

DEFENSE. INDEMNITY. HOLD HARMLESS

The City of Vancouver will defend, indemnify, and hold the City of Washougal harmless from and against all causes, claims, actions, suits, demands, judgments and/or settlements of any nature whatsoever that arise from or are in connection with the lawful contract officer's performance and/or omission of law enforcement services under the terms of this Agreement.

EXCEPT, the City will not be required to defend, indemnify, and hold the City of Washougal harmless from those causes, claims, actions, suits, demands, judgments and/or settlements that: Arise from defective equipment provided by the City of Washougal to its contract officer for use by that contracting officer; or,

Arise from a claim by the contract officer associated with the work under the terms of this contract in connection with the Fair Labor Standards Act or Industrial Insurance with the Washington State Department of Labor and Industries.

In executing this Agreement, the City of Washougal does not assume liability or responsibility for or in any way release the City of Vancouver from any liability or responsibility that arises in whole or in part from the existence or effect of City of Vancouver ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding, excluding any challenge raised in the defense of a criminal prosecution or appeal thereof, commenced in which the enforceability and/or validity of any such City of Vancouver ordinance, rule or regulation is at issue the City of Vancouver shall defend the same at its sole cost and expense and if judgement is entered or damages are awarded against the City of Vancouver or the City of Washougal, or both, the City of Vancouver shall satisfy the same including all chargeable costs and attorney fees.

NOT A PARTNERSHIP

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the Parties hereto, or an employee-employer relationship. No Party shall have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

TITLE 51 RCW WAIVER

The City of Vancouver will defend, indemnify, and hold the City of Washougal

harmless from and against any and all liability and claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City of Washougal in the performance of this Agreement.

DURATION

The parties agree that the performance of the duties imposed on them by this Agreement will end on April 30, 2023.

COMPENSATION

The City of Vancouver has budgeted funds to reimburse the City of Washougal for the contract officer's salary and benefits. The City of Vancouver agrees to reimburse all compensable time accrued by the contract officer while performing services for the City at the City of Washougal's contract rate. The City of Washougal will prepare monthly an itemized invoice for the amounts it is owed by the City of Vancouver. The contract rate shall be at \$105 per hour. Vehicle costs will be charged according to mileage at the current federal mileage reimbursement rate.

EQUIPMENT

The City of Washougal will provide the contract officer with any/all necessary equipment to perform their duties under this Agreement. The City of Vancouver will provide an office and laptop computer for the duration of this agreement.

TRAINING

The City of Vancouver will be responsible for providing supplemental training beyond that required by the City of Washougal to the contract officer who renders law enforcement services pursuant to the terms of this Agreement. This training will address any information required by the contract officer to render services consistent with the terms of this Agreement. This training will be provided at the earliest opportunity following the commencement of this Agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

The City of Vancouver and the City of Washougal may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each city.

TERMINATION

Except as otherwise provided for in this Agreement, either party may terminate this Agreement for any reason upon seven (7) days' written notice to the other party. Written notice may be via USPS or email directed to the contact person identified below.

Vancouver Police Chief
Jeff Mori
605 E. Evergreen Blvd.
Vancouver, WA 98661
Jeff.Mori@cityofvancouver.us

Washougal Police Chief
Wendi Steinbronn
1320 A Street
Washougal, WA 98671
Wendi.Steinbronn@cityofwashougal.us

If this Agreement is so terminated, the terminating party shall be liable only for performance rendered prior to the effective date of termination.

GENERAL PROVISIONS

The City of Vancouver Police Department and the City of Washougal Police Department will coordinate the planning, organizing, and scheduling of services to be rendered pursuant to this Agreement.

In the event City of Washougal experiences an unforeseen condition necessitating the presence of the contract officer, the parties agree to work together to adjust the schedule and compensation to accommodate that need.

NO FINANCIAL MANDATES

The City of Vancouver and the City of Washougal confirm that their execution of this Agreement does not require the City of Washougal to expend any additional funds or hire or retain additional commissioned personnel to fulfill its obligations under this Agreement.

NONDISCRIMINATION

In the performance of this Agreement, each Party will comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and Chapter 49.60 RCW, as now or hereafter amended.

Parties will not discriminate on the grounds of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, the presence of any sensory, mental, or physical handicap, or any other basis not reasonably related to the accomplishment of a legitimate governmental purpose, and shall take whatever affirmative action necessary to accomplish this purpose as defined in the state and federal constitutions and applicable court interpretations.

In the event of noncompliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled or terminated in whole or in part and the Parties declared ineligible for further agreement. The Parties shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with a dispute procedure set forth herein.

SEVERABILITY

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

COMPLETE EXPRESSION

This Agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

INTERLOCAL AGREEMENT REPRESENTATIONS

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following RCW 39.34.030 representations:

- a. Duration. The term of this agreement is from November 15, 2022 to April 30, 2023.
- b. Organization. No new entity will be created under this agreement.
- c. Purpose. The purpose is to enable the City of Washougal to assist the City of Vancouver in temporary law enforcement staffing.
- d. Manner of Financing. The parties intend to finance this agreement through cash appropriations as set forth in their annual budgets.
- e. Termination of Agreement. Either Party shall have the right to terminate this agreement upon not fewer than seven (7) days written notice to the other; otherwise, this agreement shall terminate on April 30, 2023.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Washougal City Manager shall be the Administrator for this Interlocal Agreement.

- h. Filing. Prior to its entry into force, this agreement shall be filed with the Clark County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

ALL WRITINGS CONTAINED HEREIN

IN WITNESS WHEREOF, the City of Vancouver and the City of Washougal have signed this Agreement as of the date and year written below:

Eric Holmes, City Manager
City of Vancouver
Dated: _____

David Scott, City Manager
City of Washougal
Dated: _____

Approved as to form:

Vancouver City Attorney

Approved as to form:

Washougal City Attorney