



White Salmon City Council Meeting

A G E N D A

May 07, 2025 – 6:00 PM

119 NE Church Ave and Zoom Teleconference

Meeting ID: **816 5047 3885**

Call In: 1 253 215 8782 US (Tacoma)

Zoom Link: <https://us02web.zoom.us/j/81650473885>

- I. Call to Order, Land Acknowledgement, and Presentation of the Flag**
- II. Roll Call**
- III. Changes to the Agenda**
- IV. Presentations**
 - A. Knowledge Bowl State Champions
 - B. Heritage Month Presentation
- V. Public Comment**

Any public in attendance at the meeting (either in person or via Zoom) will be provided with an opportunity to make public comment of a general nature in the time allotted. No registration is required. Each person will be allowed three minutes for comment.
- VI. Consent Agenda**
 - A. Approval of Bulk Water Agreement - WKRFA
 - B. Approval of Leak Credit Request for 103 SW Eyrie Road for \$949.95
 - C. Approval of Mid Columbia Interlocal Agreement
 - D. Approval of Resolution 2025-05-623 Accepting Transmission Main Phase 1 Completion 04.02.2025
 - F. Approval of Meeting Minutes - City Council Meeting 04.016.2025
 - G. Approval of Vouchers
- VII. Business Items**
 - A. City Council Appointment
 - 1. Candidate Interviews

Applications were accepted through the close of business on Monday, April 28.
 - 2. Executive Session

Discuss Qualifications for Public Office - 15 minutes
 - 3. Action

Roll Call Vote

B. Associate Planner Job Description

1. Presentation
2. Discussion
3. Action

C. Clerk Job Description

1. Presentation
2. Discussion
3. Action

D. Ordinance 2024-12-1172 NW Natural Contract

1. Presentation
2. Discussion
3. Action

VIII. Reports and Communications

A. Department Head Reports

B. Council Member Reports

C. Committee Reports

D. Mayor's Updates

IX. Executive Session (if needed)

X. Adjournment

File Attachments for Item:

A. Approval of Bulk Water Agreement - WKRFA



Department Head:_____

Clerk/Treasurer: _____

City Administrator:_____

Mayor: _____

COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review:

Yes, Completed

Meeting Date:

5/7/25

Agenda Item:

Interlocal Agreement- Bulk Water- WKRFA

Presented By:

Andrew Dirks, Public Works Director

Action Required:

Review and approval of the Interlocal agreement with West Klickitat Regional Fire Authority on bulk water usage.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve the Interlocal agreement with West Klickitat Regional Fire Authority on bulk water usage.

Background of Issue:

This document will ensure that there is open and clear communication between the City and the WKRFA and water usage for fire related training and activities. This will help Public Works track water consumption and hopefully lower the water loss system wide. This has been reviewed by City staff and administration, WKRFA staff and Board of Commissioners, and the City's legal team.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Other action as desired by council.

Fiscal Analysis:

No fiscal impacts.

Policy & Plan Implications:

Mentioned in the WKRFA Lease Agreement.

Recommendation of Staff/Committee:

Staff Recommends approval of the Interlocal agreement with West Klickitat Regional Fire Authority on bulk water usage.

INTERLOCAL AGREEMENT RELATING TO THE PROVISION OF WATER RESOURCES

This Agreement is entered into between CITY OF WHITE SALMON, a municipal corporation, hereafter referred to as "City", and the West Klickitat Regional Fire Authority (WKRFA), a municipal corporation, hereafter referred to as "WKRFA".

RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the WKRFA under the authority of RCW 52.12.031 and in conformity with Chapter 39.34 RCW, the Interlocal Cooperation Act.
2. It is the purpose of this agreement to allow the City, subject to the conditions herein, to provide water to the WKRFA to assist in providing a higher level of fire protection within the WKRFA and the City.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

Section 1. PURPOSE:

The purpose of this Agreement is to allow the WKRFA, as needed, to recharge their tanks and reservoirs for use in fire protection and suppression services, and utilize City of White Salmon water and hydrant systems for firefighter training as authorized by law. The City shall thereby furnish water from the municipal water system otherwise governed by the provisions of White Salmon Municipal Code Chapter 13.08 to the WKRFA, subject to the conditions and terms as set forth herein. No new separate legal or administrative entity shall be created to administer the provisions of this Agreement.

Section 2. CONDITIONS/TERMS:

1. The duty of the City to provide municipal water to the WKRFA shall be subject to the following conditions: The WKRFA shall be able to draw at no cost such amounts of water from any fire hydrant or stand pipe deemed reasonably necessary for active fire fighting and scheduled training activities. WKRFA shall reimburse the City for all water used to fill reservoirs outside the city limits.
2. In the event that WKRFA finds any hydrants, standpipes, or filling stations to be damaged, not operable or in need of maintenance, WKRFA shall notify Public Works in writing as soon as possible.
3. The WKRFA shall provide advance notice and have the continuing duty to the City's Public Works Department as soon as possible of any known or predicted substantial water use to allow Public Works to monitor water levels in reservoirs and make changes as needed in their sole discretion. Initial contact should be made to the Public Works Director or the Operations Manager.
4. The City's Public Works Department will notify the district of low water levels and advise.
5. The-WKRFA shall provide to the City a written log of the date and amount of all water usage each month.
6. The WKRFA shall pay standard rates as stated in the WSMC 13.16.025, plus associated rental and daily meter fees.
7. WKRFA shall not provide water to any individual, entity, company or organization outside of this agreement.
8. (OTHER CONDITIONS)

Section 3. HOLD HARMLESS AND INSURANCE:

The WKRFA shall defend, indemnify and hold City, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence or wrongful conduct of the City. The WKRFA further agrees to maintain during the term of this agreement liability insurance in an amount as necessary to protect itself, its officers and employees, and the City, their officers and employees, from claims of all persons for damages arising out of negligence or wrongful conduct by the WKRFA, its officers and employees, in the providing of water resources pursuant to this agreement or the exercise of any discretionary obligation of the City. For any significant or catastrophic damage caused by negligence or wrongful conduct, the City and WKRFA will first engage in mediation as outlined below.

Section 4. TERM:

This agreement shall commence on January 1, 2025 and expire upon either party to this Agreement electing to terminate their participation by delivering a written notice of termination not less than three (3) months in advance of the desired termination date. There will be a review and renewal timeframe of five (5) years. At that time, if this agreement is not renewed, all obligations of all parties to this agreement shall cease.

Section 5. NOTICES.

Payment of any invoices by the WKRFA shall be mailed to the City of White Salmon Finance Department, _____. All other notices, requests, demands and other communications required by this agreement shall be in writing, and shall be deemed to have been given at the time of delivery if personally delivered or faxed and at the time of mailing if mailed

by first class, postage pre-paid and addressed to the party at its address as stated below or at such address as any party may designate at any time in writing.

West Klickitat Regional Fire Authority

City of White Salmon

Section 6. SEVERABILITY

If any provision of this agreement or its application is held invalid, the remainder of the agreement or the application of the remainder of the agreement shall not be affected.

Section 7. MODIFICATION

This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties.

Section 8. BENEFITS

This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

Section 9. DISPUTE RESOLUTION/ LITIGATION

A. Dispute resolution. In the event of a dispute relating to the terms of this Agreement or the performance thereof then the The Mayor of the City of White Salmon and the Chief of WKRFA, or their designated representatives, shall first review such dispute and provide the Parties options for mutual resolution of the dispute.

B. Mediation and arbitration. Any dispute that cannot be timely resolved may be submitted to mediation, and if still not resolved, shall then be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event of such litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

Section 10. AGREEMENT ON FILE:

This agreement shall be filed with the City Clerk of the City of White Salmon and the chief administrative officer of the WKRFA and listed by subject on the agency's website or other electronically retrievable public source.

CITY OF WHITE SALMON

WEST KLICKITAT REGIONAL
FIRE AUTHORITY

By: _____
Mayor

By: _____
Commissioner

By: _____
Commissioner

Attest:

By: _____
Commissioner

City Clerk

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

A.

By: _____
Secretary

Approved as to form:

City Attorney

File Attachments for Item:

B. Approval of Leak Credit Request for 103 SW Eyrie Road for \$949.95

City of White Salmon
Office of City Hall



Customer Name: [REDACTED]

Account Number: [REDACTED]

Service Address: 103 SW Eyrie Road

Facts:

1. The city currently reads meters every month. The meter for this account was read the first week of March and April, and covers water usage for February and March. The meter reading showed that 216,000 gallons of water had been used for the time period. The property owner was notified by letter of high usage compared to the same time period in 2024 and that at the meter reading water had been running continuously through the meter for a 24-hour period.
2. The property owner submitted a "Request for One-time Reduction in Bill Due to Leakage" dated April 4, 2025.
3. The property owner stated in the request that the leak was caused by "cracked pipes joints".
4. The property owner stated in the request that the leak was fixed by "I, Duane Forsberg fixed the leaks".
5. City of White Salmon Public Works staff verified by reading the meter on April 14, 2025, that the meter no longer shows a leak is occurring on the property.

White Salmon Municipal Code 13.06.048 states:

In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill. To be considered eligible for a one-time leak or failure adjustment the following conditions must be met:

- A. The landowner must report the leak or failure discovery to the city within seventy-two hours; and
- B. Provide photos of leak or failure, pipping or devise being repaired, and repair of leak or failure accompanied by receipt for labor and/or repair materials within five days of discovery.
- C. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the city are not eligible for the leak forgiveness program.
- D. Failure by the owner or tenant to perform general maintenance and to make reasonable efforts, as determined by the city, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program.
- E. Depending on the age, condition or type of plumbing being repaired, the city reserves the right to require replacement of plumbing to be considered ineligible for the leak forgiveness program.
- F. Irrigation water meter accounts are not eligible for the leak forgiveness program.

B.

1. The property owner became aware of the leak “due to high water bill”.
2. The leak reduction request included an invoice from Duane Forsberg’s company stating cost and time of repair.
3. The total water usage that went through the meter was 216,000 gallons of water.

Water Usage Billing History

Date	Water Usage Gallons	Water Base	Water usage	Water Surcharge	Sewer Basic	Sewer Overage Charges	Other Changes	Total Bill
03/28/2024	3,000	78.09	4.23	6.25	0	0	0	88.57
04/29/2024	1,000	78.09	1.41	6.25	0	0	0	85.75
05/30/2024	1,000	78.09	1.41	6.25	0	0	0	85.75
06/27/2024	0	78.09	0	6.25	0	0	0	84.34
07/30/2024	1,000	78.09	1.41	6.25	0	0	0	85.75
08/29/2024	1,000	78.09	1.41	6.25	0	0	0	85.75
09/27/2024	1,000	78.09	1.41	6.25	0	0	0	85.75
10/30/2024	1,000	78.09	1.41	6.25	0	0	0	85.75
11/26/2024	1,000	78.09	1.41	6.25	0	0	0	85.75
12/30/2024	0	78.09	0	6.25	0	0	0	84.34
01/30/2025	1,000	84.33	1.41	6.25	0	0	0	91.99
02/27/2025	27,000	84.33	163.25	6.25	0	0	0	253.83
03/28/2025	88,000	84.33	758.00	6.25	0	0	0	848.58
04/29/2025	128,000	84.33	1,148.00	6.25	0	0	0	1,238.58

White Salmon Municipal Code 13.06.048 states that the adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water (and sewer for businesses) charges for the same period from the previous year as the month the leak was detected. The amount must be greater than or equal to one hundred dollars in order to be eligible for the adjustment.

The adjustment is calculated as follows:

March 2024 billed usage.

$$\$4.59 = (3 \times 1.53)$$

March 2025 billed usage.

$$\$758.00 = (5 \times 1.53) + (10 \times 3.86) + (73 \times 9.75)$$

Total:

$$\$758.00 - \$4.59 = \$753.41 / 2 = \$376.71$$

April 2024 billed usage.

$$\$1.53 = (1 \times 1.53)$$

April 2025 billed usage.

$$\$1,148.00 = (5 \times 1.53) + (10 \times 3.86) + (109 \times 9.75)$$

Total:

$$\$1,148.00 - \$1.53 = \$1146.47 / 2 = \$573.24$$

The reduction in water consumption charges would be \$949.95.

City of White Salmon
Office of City Hall



Decision:

The Leak Adjustment Request submitted by [REDACTED] is approved in the amount of \$949.95 towards water consumption by the City Council on May 7, 2025.

Dates this 7th day of May 2025

Troy Rosenberg, Deputy Clerk

If the applicant is not satisfied with the decision, the applicant may appeal the decision to the City of White Salmon Grievance Committee by requesting the form from City Hall.



CITY OF WHITE SALMON

REQUEST FOR ONE TIME REDUCTION IN BILL DUE TO LEAKAGE

Note: In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill with the following guidelines:

1. The landowner must report the leak's discovery to the city within seventy-two (72) hours and
2. Provide photos of the leak or failure, piping being repaired, and repair of leak or failure accompanied by receipt for labor and/or repair materials within five (5) days of discovery.
3. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the City are not eligible for the leak forgiveness program.
4. Failure of the owner or tenant to perform general maintenance and to make reasonable efforts, as determined by the City, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program
5. Depending on the age, condition or type of plumbing being repaired; the City reserves the right to require the replacement of plumbing to be considered eligible for the leak forgiveness program.
6. Irrigation water meter accounts are not eligible for the leak forgiveness program.

All applications for adjustments will be submitted and reviewed by the City Clerk/Treasurer. The adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water charges for the same period from the previous year and month the leak was detected. This amount must be greater than or equal to \$100.00 to be eligible for the adjustment.

Excess sewer charges due to water line leaks shall be adjusted accordingly. All leak adjustments must be approved by the City Clerk/Treasurer prior to credit on account. Unless otherwise stated in this chapter, each water account shall be entitled to the benefits of this section not more than once per property owner on any meter or subsequent meter for the same location. The maximum amount of the water forgiveness shall not exceed \$500.00 without council approval.

Date 4-9-25 Customer Name [REDACTED] Acct # [REDACTED]
 Address 103 S.W. EYRIE Rd
 Billing period from _____ to _____ Usage Metered _____ gallons.
 Bill Date _____ Consumption Billed (not bill total) \$ _____
 Date and how you became aware of the leak Date 2-20-25 How you came to know about leak HIGH WATER BILL
 Date you notified City of leak _____
 Description of cause of leak or excess water use cracked pipes joints.
 Are repairs completed on the leak? ☒ Y ☐ N If No, when will they be completed? _____
 Detailed explanation of repair and who did the repair I, [REDACTED] Fixed the leaks
 Has an insurance claim been filed? ☐ Y ☒ N If so, have you received reimbursement? ☐ Y ☒ N

I request a reduction of my water bill, based on an unknown leak, and further state that as soon as I was made aware of the leak, I immediately took steps to reduce the same. By signing this form, I acknowledge that these statements are true and accurate.

Signed [REDACTED] Date 4-9-25

P.O. Box 2139, 100 N Main Street, White Salmon, WA. 98672

City of White Salmon is an equal opportunity employer and provider

505173

Statement		DATE 4-9-25	TERMS
TO [REDACTED]			
103 S.W. EYRIE RD.			
WHITE SALMON, WA 98672			
IN ACCOUNT WITH [REDACTED]			
[REDACTED]			
<p>FOR 2 Locations Leak Repairs (main waterline)</p> <p>Parts - 2 compression couplers 2 PVC couplers 1 - can purple PRIMER 1 - " PVC glue 2 short lengths PVC pipe 1 Bgg sand</p> <p>4 hours Labor - \$200.00</p> <p>parts - \$43.75</p> <p>subtotal = \$243.75</p> <p>tax 7.5% = 18.28</p> <p>Total - \$262.03</p>			
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT





00284

Work Order #: 00284**Title:** 103 SW Eyrie Road had a water leak they repaired.**Origin:** Non-PM**Cost Center:****Priority:** Medium**Originated:** 04/14/2025 10:32:00 AM**Expected:****Work Category:** Water**Address:** 120 N Main Ave
White Salmon, Washington
98672**Source Type:** Location**WO Status:** Completed**Originator:** Troy Rosenberg**Project:****Work Type:****Assigned:****Completed:** 04/14/2025 01:00:00 PM**Work requested:**

103 SW Eyrie Road had a water leak they repaired. Please check that there is no longer a leak shown on the meter. Meter ID:08767420 - Loc: East Meter East TRLR. - Last Read: 347 - Read on: 04.02.2025. Please provide current read of meter.

Action Taken:

no leak current read 351

Comments:

Total Labor Cost:	0.00	Total Labor Hours:	0.00
Total Part Cost:	0.00	Total Other Hours:	0.00
Equipment Usage Cost	0.00		
Total Other Cost:	0.00		
External Labor \$:	0.00		
Non-inv \$:	0.00		
WO Cost:	0.00	Total Hrs:	0.00

Custom Fields

None

Assigned To

Employee #	Name	Job Title	Phone	Email	Est Hrs	Company Name
1	Jeff Cooper	Foreman		jeffc@ci.white-salmon.wa.us	0.00	

Source

Name	Location #	Path	Site	Description
Outside City	050	Utility Customer > Outside City	City of White Salmon	[N/A]

Labor

None

Parts

None

Equipment Usage

None

Tasks/Steps

None

Class: 2 OUT CITY RESIDE Units: 1.00 Months: 1 Units/Rate: 1.00 *MARCH 2025 WATER USAGE*

APRIL 2025 Bill

B.

	Base	Rate 2	Rate 3	Rate 4	Rate 5	Excess	Totals
Consumption	0	5	10	0	0	113	128
Units Charged:		5.00	10.00			113.00	
Charge/Unit:		1.53000	3.86000	0.00000	0.00000	9.75000	
Cost:	84.33	7.65	38.60			1,101.75 =	1,232.33

Units/Rate: 0.00

	Base	Rate 2	Rate 3	Excess	% Of Water	Totals
Consumption	0	0	0	128		128
Units Charged:		0.00	0.00	0.00		
Charge/Unit:		0.00000	0.00000	0.00000		
Cost:	6.25					
						= 6.25
Total:						1,238.58

Class: 2 OUT CITY RESIDE Units: 1.00 Months: 1 Units/Rate: 1.00 *Feb 2025 water bill - 842.33 -*

<div>B.</div>	Base	Rate 2	Rate 3	Rate 4	Rate 5	Excess	Totals
Consumption	0	5	10	0	0	73	88
Units Charged:		5.00	10.00			73.00	
Charge/Unit:		1.53000	3.86000	0.00000	0.00000	9.75000	
Cost:	84.33	7.65	38.60			711.75 =	842.33

	Base	Rate 2	Rate 3	Excess	% Of Water	Totals
Consumption	0	0	0	88		88
Units Charged:		0.00	0.00	0.00		
Charge/Unit:		0.00000	0.00000	0.00000		
Cost:	6.25					= 6.25
Total:						848.58

UTILITY ACCOUNT HISTORY

City Of White Salmon

Time: 09:44:17 Date: 04/15/2025
Page: 1

03/20/2024 To: 04/15/2025

Service Location: 063650.0

103 SW EYRIE RD		Current	Previous	Water Usage	Sewer Usage	Electric Usage	Chg/Pymt	Balance
03/20/2024	Payment EFT						-89.98	0.00
03/28/2024	Bill Billing	100	97	3			88.57	88.57
04/23/2024	Payment EFT						-88.57	0.00
04/29/2024	Bill Billing	101	100	1			85.75	85.75
05/21/2024	Payment EFT						-85.75	0.00
05/30/2024	Bill Billing	102	101	1			85.75	85.75
06/20/2024	Payment EFT						-85.75	0.00
06/27/2024	Bill Billing	102	102				84.34	84.34
07/23/2024	Payment EFT						-84.34	0.00
07/30/2024	Bill Billing	103	102	1			85.75	85.75
08/20/2024	Payment EFT						-85.75	0.00
08/29/2024	Bill Billing	104	103	1			85.75	85.75
09/20/2024	Payment EFT						-85.75	0.00
09/27/2024	Bill Billing	105	104	1			85.75	85.75
10/21/2024	Payment EFT						-85.75	0.00
10/30/2024	Bill Billing	106	105	1			85.75	85.75
11/20/2024	Payment EFT						-85.75	0.00
11/26/2024	Bill Billing	107	106	1			85.75	85.75
12/20/2024	Payment EFT						-85.75	0.00
12/30/2024	Bill Billing	107	107				84.34	84.34
01/21/2025	Payment EFT						-84.34	0.00
01/30/2025	Bill Billing	108	107	1			91.99	91.99
02/20/2025	Payment EFT						-91.99	0.00
02/27/2025	Bill Billing	135	108	27			253.83	253.83
03/20/2025	Payment EFT						-253.83	0.00
03/28/2025	Bill Billing	223	135	88			848.58	848.58
Billing Periods 13		Billed Amt: 2,051.90	Avg 157.84					

File Attachments for Item:

C. Approval of Mid Columbia Interlocal Agreement

MASTER INTERLOCAL MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

THIS MASTER MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT (“MASTER AGREEMENT”) is entered into by and between the undersigned parties for the purpose of securing to each the benefits of mutual law enforcement assistance within their respective territorial jurisdictions, to express the consent of each party to the enforcement within their territorial jurisdiction by other parties of applicable traffic and criminal laws, and, in certain cases, to designate certain personnel of other parties who are assigned to special law enforcement units as special deputies.

WHEREAS, Oregon Revised Statutes (ORS) 190.010 and ORS 190.110 provide that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform.

WHEREAS, ORS 190.420 provides that any power or powers, privilege or authority exercised or capable of exercise by an Oregon public agency may be exercised and enjoyed jointly with any public agency in another state to the extent that the laws of the other state permit such exercise or enjoyment.

WHEREAS, ORS 190.472 provides that certain Washington police officers may exercise any authority that the officer’s commission vests in the officer throughout the territorial boundaries of Oregon if the officer is acting pursuant to a mutual law enforcement assistance agreement between law enforcement agencies of the respective states.

WHEREAS, Revised Code of Washington (RCW) Chapter 39.34 and RCW 39.34.030 provide that any power or powers, privilege or authority exercised or capable of exercise by a Washington public agency may, by agreement, be exercised and enjoyed jointly with any other public agency in any other state to the extent that the laws of such state permit such joint exercise or enjoyment;

WHEREAS, RCW 10.93.130 provides that Washington law enforcement agencies may, pursuant to the provisions of RCW Chapter 39.34, contract with any law enforcement agency of Oregon or its political subdivisions to provide mutual law enforcement assistance;

WHEREAS, RCW 10.93.070(2) provides, inter alia, that a general authority Washington peace officer may enforce traffic and criminal laws throughout the territorial bounds of Washington upon the prior written consent of the sheriff or chief of police in whose primary territorial jurisdiction the exercise of the powers occurs; and

WHEREAS, RCW 10.93.090 provides that a specially commissioned Washington Peace Officer as defined therein may exercise authority which the special commission vests in the officer pursuant to a Mutual Law Enforcement Assistance Agreement; and

WHEREAS, the parties to this Agreement desire to take full advantage of the provisions cited herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) **Definitions.**

- a) **Administrative and Support Units** mean those units comprised of personnel assigned to administrative, fiscal, logistical or personnel support, as opposed to investigative or enforcement activities, including but not necessarily limited to fleet management, internal affairs, records management, and the like.
- b) **Authorized representative** means the ranking on-duty supervisor empowered by his/her chief law enforcement officer to act under this intergovernmental agreement.
- c) **Chief law enforcement officer** includes the sheriff or director of public safety of a county, the chief of police of a city or town, and chief officers of any other law enforcement agency which is a party to this agreement.
- d) **Emergency Assistance** means mutual aid provided by the parties in a major incident under the statutory authority of the parties but without a preexisting mutual aid agreement between the affected parties.
- e) **Employing agency** means the law enforcement agency under whose employment an officer is authorized to act and includes the “primary commissioning agency” as that phrase is defined in RCW 10.93.020(8) and “commissioning agency” as that term is defined in ORS 190.476(4), as now enacted or hereafter amended.
- f) **Incident commander** means the authorized representative of the agency with primary geographic or territorial jurisdiction in which a major incident has occurred or is occurring.
- g) **Law Enforcement Agency** means any “law enforcement unit” as defined in ORS 181.610(13) and any “general authority Washington law enforcement agency” as defined in RCW 10.93.020(1), as now enacted or hereafter amended.
- h) **Major incident** means any crime or crimes, a natural disaster, extreme civil disorder, or similar event causing or having potential to cause injury, death, or substantial property damage.
- i) **Non-Emergency Assistance** means mutual aid provided by the parties in any circumstance, including a major incident, that is governed by a preexisting mutual aid agreement between the affected parties.
- j) **Personnel** means uniformed, investigative, or support service personnel, including uniformed reserve officers, of any law enforcement agency, which is a party to this agreement.

- k) **Police Officer, Peace Officer, General Authority Washington Peace Officer, or Specially Commissioned Washington Peace Officer** means a full-time, fully compensated police officer commissioned by the States of Oregon or Washington or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the States of Oregon or Washington to enforce the criminal laws of Oregon or Washington and includes the definitions contained or employed in ORS 181.610, ORS 190.472, RCW 10.93.020(3), and RCW 10.93.020(5), as now enacted or hereafter amended.
- l) **Primary Geographic or Territorial Jurisdiction**, in the case of counties, means the unincorporated areas of the county, and, in all other cases, means the territorial boundaries of the city, town or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020(7), as now enacted or hereafter amended.
- m) **Public agency** means those entities defined in ORS 190.410 and RCW 39.34.020, as now enacted or hereafter amended.
- n) **Party** means each of the governmental entities that is a party to this Agreement.
- o) **Requesting party means a party in need of or requesting assistance under this Agreement.**
- p) **Assisting party** means a party responding outside the geographic boundaries of that party in response to a need or request for assistance by another party under this Agreement.
- q) **Technical law enforcement unit** means specialized investigative or enforcement units, and includes: detective units or divisions; explosives and ordnance disposal units, hazardous devices or bomb squads; drug or drug and vice divisions or units, including multi-agency task forces; gang or gang enforcement units, including multi-agency task forces; hostage negotiation teams, special weapons and tactics teams or units; canine units; traffic accident investigation units, dive rescue and recovery and marine patrol units.
- r) **Technology** means equipment and supplies used in the location, identification and preservation of physical evidence.
- s) **Technical expertise** means the knowledge, skills and abilities possessed by personnel in investigative techniques and technology use.
- t) **Unit of local government** means those public agencies defined in RCW 39.34.020 and ORS 190.003 and as employed in RCW Chapter 39.34 and in ORS 190.003 to 190.125, as now enacted or hereafter amended.

- 2) **Purpose and Function.** The purpose of this agreement is: (1) To provide for combined use of personnel during major incidents; (2) To permit the personnel of each party to engage in administrative and investigative activity within the primary or geographic territory of other parties; (3) To commission or specially commission personnel in each party's specialized law enforcement units to enforce applicable traffic and criminal laws within the primary or geographic territory of other parties; and (4) To encourage subsequent mutual law enforcement assistance agreements calling for specific combined operations whenever tactically and fiscally practical and efficient; (5) To provide each participating agency the necessary approval to utilize all necessary frequencies in order to communicate with each other in an incident.
- a) **Major Incidents.** In the event of a major incident, a chief law enforcement officer, or his or her authorized representative, is empowered to request assistance without advance notice from another or all other units of government and law enforcement agencies participating in this Agreement when it reasonably appears that additional personnel, technology and/or technical expertise is needed to respond to a major incident occurring within the jurisdiction of the requesting party.
- (i) **Requests for Aid.** Such requests may be made by the chief law enforcement officer, or his or her authorized representative to the chief law enforcement officer, or authorized representative, of the assisting party.
- (ii) **Response Procedure.** Upon receipt of a request for mutual aid under this agreement, the party receiving the request (assisting party) shall, as soon as reasonably possible, take the following actions:
- a. Determine whether the assisting party has the personnel, equipment, material or other form of assistance available to respond to the request;
 - b. Determine what available personnel, equipment, material and/or other forms of assistance shall be supplied;
 - c. Dispatch or otherwise make available appropriate and available personnel, equipment, material and/or other assistance to the location or locations designated by the requesting party;
 - d. Provide appropriate access to the requesting party and/or other assisting parties to available equipment, material and/or other assistance provided by the assisting party;
 - e. Advise the requesting party immediately in the event all or some of the requested personnel, equipment, material or other type of assistance is not available or will not be available within a reasonable amount of time;

- (iii) Each party has the right, in the party's sole discretion, to determine the availability and priority of providing personnel, equipment, material and/or other forms of assistance under this Agreement.
- (iv) Recall. The assigned incident commander or incident coordinator, at his or her discretion, shall have authority to deploy aiding agency personnel, other than those deployed in special law enforcement units, in any manner deemed necessary under the circumstances. At the request of the incident commander or incident coordinator, any assisting party personnel shall withdraw from the scene of a major incident. Further, the assisting party shall be released by the incident commander as soon as their services are no longer required or when the assisting party is needed within the area for which it normally provides law enforcement services.
- (v) Expenses. Expenses incurred in the provision of emergency assistance in major incidents shall be allocated in accordance with this subparagraph.
 - a. *Extraordinary expense*, as that phrase is employed in paragraph 9, below, means any expense not formally budgeted or approved and excludes salaries, benefits and overtime and routine capital costs and expenses.
 - b. *Subsistence Expense* means the reasonable cost of meals and lodging, if not provided in kind.
 - c. *Expenses*. Routine expenses, including cost of equipment, supplies, and materials used or expended, and reasonable subsistence expenses incurred in the provision of emergency assistance during major incidents shall be borne by each party for the first 48 hours. In the case of a major incident, extraordinary costs, including reasonable subsistence expenses, shall be borne by the requesting party after 48 hours. At the conclusion of a major incident, any property, equipment, or improvements used in the provision of emergency assistance shall become the sole property of the party that provided the property, equipment, or improvements.
 - d. Expenses incurred in connection with extended non-emergency assistance shall be provided for through subsequent mutual aid agreements.
- b) **Investigative Activities**. In addition to assistance provided in major incidents, the personnel of any party may, without restriction or limitation, engage in investigative activity within the primary territorial or geographic jurisdiction of any other party, **PROVIDED**, that such personnel provide notice of their presence to the party with primary territorial or geographic jurisdiction by contact with its authorized representative either in person or by telephone. Such independent investigative activities by a party shall not be construed as having been requested by any other party. In such instances all expenses and liabilities shall reside with the party conducting the independent investigative activities.

- c) **Exercise of Authority by Consent.** Parties comprising Washington law enforcement agencies, in accordance with RCW 10.93.070(1), through their sheriffs or chiefs, as chief law enforcement officers within their jurisdictions, hereby consent to the exercise of authority by qualified general authority Washington peace officers, whose agencies are identified in Appendix A hereto, within their primary territorial jurisdiction for the duration of the term or tenure of each sheriff or chief.
- d) **Technical Law Enforcement Units.** The parties agree to cross-commission or specially commission each other's full time, fully compensated police officers who (i) are assigned to technical law enforcement units, as defined in paragraph 1, (ii) are eligible for cross-commissioning or special commissioning under applicable laws, (iii) meet or exceed all training and education standards or requirements of the Oregon Department of Public Safety Standards and Training or the Washington Criminal Justice Training Commission, and (iv) are in good standing with their employing agency.
- (i) Responsibility of Employing Agency. The employing agency shall:
- Identify each officer assigned to or removed from its technical law enforcement units at the time of assignment or removal;
 - Certify, not less than annually, that each officer identified as assigned to its technical law enforcement units remains so assigned and remains in good standing with the employing agency;
 - In the case of reassignment, retirement, or suspension of any person previously assigned to its technical law enforcement units, recover and surrender commission cards and other documents furnished by the agency with primary territorial jurisdiction.
- (ii) Responsibility of Agency with Primary Geographic or Territorial Jurisdiction. The agency with primary geographic or territorial jurisdiction shall:
- Cross-commission or specially commission any officer identified and by his or her employing agency as assigned to the employing agency's special law enforcement units and certified to be in good standing;
 - Provide authorized forms of oath to each cross-commissioned or specially commissioned officer;
 - Provide authorized commission cards to each cross-commissioned or specially commissioned officer; and
 - Prescribe limitations and additional training, as may be agreed to by the parties, relating to the exercise of authority by cross-commissioned or specially commissioned officers.
- (iii) Responsibility of Cross-Commissioned or Specially Commissioned Officers. Officers who are cross-commissioned or specially commissioned under this

agreement, in addition to abiding by any limitations or satisfying any additional training requirements of the agency with primary geographic or territorial jurisdiction, shall:

- Abide by all state, federal and local law applicable to the agency with primary geographic or territorial jurisdiction;
- Exercise law enforcement powers under their commissions and on behalf of the agency with primary geographic or territorial jurisdiction only when on duty with their employing agency and not when off duty or privately employed;
- Report their presence, in person or by radio or by telephone, to the authorized representative of the agency with primary geographic or territorial jurisdiction;
- Immediately report any arrest, search, seizure or use of force in person to the authorized representative of the agency with primary geographic or territorial jurisdiction.

e) **Subsequent Agreements.** The parties agree that other mutual law enforcement assistance agreements, not inconsistent with this agreement, may and should be executed whenever combined administrative, investigative or enforcement operations are mutually agreed to be tactically and fiscally practical and efficient. Such agreements shall incorporate by reference the terms of this agreement. In the event of conflict in the interpretation of this and subsequent agreements, the provisions of this agreement shall control unless expressly agreed otherwise by the parties to the subsequent written agreement.

3) **Commencement, Effective Dates and Duration.** This agreement shall become effective on the date the agreement is executed by at least two parties and shall renew automatically on the 1st days of each following January thereafter unless terminated in accordance with the provisions of paragraph 19, below, PROVIDED, that the consent to the exercise of authority, given in accordance with paragraph 2(c) hereof, shall be for the term or tenure of the consenting chief law enforcement officer unless earlier revoked.

4) **Parties.** This agreement contemplates the participation of law enforcement agencies within the Oregon Counties of Hood River, Wasco and Sherman and Gilliam and law enforcement agencies within the Washington Counties of Skamania and Klickitat. Subject to the terms for commencement and termination, the parties eligible for participation in this agreement include, but are not necessarily limited to:

- Hood River County, Oregon – Hood River County Sheriff
- City of Hood River
- Wasco County, Oregon – Wasco County Sheriff
- City of The Dalles
- Sherman County, Oregon – Sherman County Sheriff

- Skamania County, Washington – Skamania County Sheriff
- Klickitat County, Washington – Klickitat County Sheriff
- City of Goldendale
- City of White Salmon
- City of Bingen
- Oregon State Police

- 5) **Joint Administration.** No new or separate legal or administrative entity is created by this agreement. This agreement shall be administered by a Board comprised of the chief law enforcement officers of each signatory law enforcement agency or his or her designee. Upon the commencement of this agreement by its execution by at least two parties, those parties may designate a specific member, officer or agent, to act as administrator of this and related mutual law enforcement assistance agreements, whose duty it shall be to report annually to the Board concerning the exercise and enjoyment of authority under such agreements. At the conclusion of the first full calendar year in which this agreement is in effect, and annually thereafter, a majority of signatories represented on the Board may designate a specific member, officer or agent, to act as administrator. It shall be the duty of the Board to evaluate the exercise of authority under this and related mutual law enforcement assistance agreements and to recommend reasonable and necessary amendment or modification thereof to their governing or legislative bodies.
- 6) **Financial Administration.** Financial administration for emergency assistance mutual aid is governed by paragraph 2(a)(iii) of this Master Agreement. The methodology for determining the fair costs of non-emergency assistance mutual aid, for contracting for services, for adjustments to service delivery and compensation therefore, for billing and payments for services, and for the transfer and disposition of capital assets shall be governed by subsequent agreements between participating agencies of this agreement.
- 7) **Personnel.** No transfer of any personnel between the parties is provided for by this agreement. Each party will continue to pay costs for their own personnel. Each party shall remain fully responsible as employer for cost of all personnel provided through this agreement. This includes the cost of all personnel provided at each employee's current wages, including overtime, if any. Each party shall remain fully responsible as employer for payment of all taxes, assessments, fees, wages, benefits, workers' compensation coverage, and all other direct and indirect compensation and benefits with respect to its own employees. Each party shall insure its own employees as required by respective state laws.
- 8) **Property.** No transfer of property between the parties or to any third party is provided for by this agreement.
- a) Notwithstanding anything to the contrary in paragraph 12, each party is responsible for damages to or loss of its own equipment. Further, each party waives the right to sue any other participating party for any damages to or loss of such equipment incurred while such equipment is being utilized pursuant to this Agreement, even if

the damage or loss is caused wholly or partly by the negligence of any such participating party or its officers, employees, or volunteers.

- b) All equipment and unused materials and supplies provided in accordance with this Agreement shall be returned to the assisting party upon release by the requesting party or upon demand by the assisting party.
- c) The requesting party shall reimburse, at cost, each assisting party for all materials and supplies provided by the assisting party which are used during the emergency incident.

9) **Supervision and Control Over Officers.**

a) **Major Incidents**

- (i) Incident Commander. The sheriff or chief, or their authorized representative legally responsible for police protection at the scene of the major incident shall remain in charge as incident commander or incident coordinator and shall provide general directions to all aiding agency personnel.
- (ii) Incident Coordinator. Where the services of the responding agencies are required on a dispersed basis or at several locations, the sheriff or chief, or designated officer in charge for the requesting party shall be the incident coordinator. The coordinator shall have the authority to assign responding agency personnel to locations within or without his/her jurisdiction, save that as to responding personnel dispatched to locations outside of his/her jurisdiction, the coordinator shall forthwith give notice of such dispatch to the senior officer in the jurisdiction to which said personnel are dispatched, and said senior officer shall forthwith be deemed the officer responsible for personnel serving in his/her jurisdiction, and, under the coordinator, shall provide direction to such responding personnel so that the desired effect may result.
- (iii) Technical Law Enforcement Units. Technical law enforcement units, such as "Special Weapons and Tactics Teams," "Hostage Negotiation Teams," "Hazardous Devices or Bomb Squads," Drug or drug and vice divisions, multi agency task forces, Gang enforcement units, Canine units, Traffic units, Dive rescue and recovery units and Marine units or other specialized teams, when requested will maintain their unit integrity and will be responsible to an incident commander from their agency. The incident commander will correlate his/her unit's actions with the incident coordinator to achieve the desired results, but shall retain full authority to assign, deploy, and initiate action by his/her unit; and may withdraw his/her unit or request that personnel from other agencies avoid or discontinue activities which, in his/her discretion will compromise or hinder the effective performance of his/her unit.

- b) **Investigative Activity.** Personnel who exercise or enjoy investigative authority under this agreement without prior delegation of direct supervision to another party, shall be deemed to be under the command and control of their employing agency.
 - c) **Exercise of Authority by Consent.** General authority Washington peace officers exercising authority by consent within the primary territorial jurisdiction of another Washington law enforcement agency shall be deemed to be under the command and control of their employing agency.
 - d) **Technical Law Enforcement Units.** Personnel assigned to technical law enforcement units who exercise or enjoy authority by virtue of commissions or special commissions granted under this agreement, despite prior delegation of general supervision to the incident commander, incident coordinator or other authorized representative of another party, shall be deemed to be under the command and control of their employing agency.
- 10) **Privileges and Immunities.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension relief, disability, workers' compensation insurance and other benefits that apply to the activities of law enforcement personnel when performing their duties within the territorial limits of their employing agencies apply to them and to their employing agencies to the same degree and extent while the officers exercise authority under this agreement.
- 11) **Consideration.** It is understood that this Agreement for mutual aid shall constitute the sole consideration for all requested assistance.
- 12) **Liability and Indemnification.**
- a) To the extent permitted by, and subject to the constitutions and laws of the parties, and except with respect to injuries or occupational diseases to employees of parties within the scope of the workers' compensation coverage required to be provided as set forth in paragraph 7 of this Agreement, the requesting party agrees to defend, indemnify and hold harmless each and every other party, and each other party's officers, employees and agents, from and against any and all claims, suits, actions, damages, fees, costs, losses and expenses resulting from, arising out of or in any way connected with activities conducted in the performance of this Agreement at the request of the requesting party.
 - b) **Property of the Parties.** No party to this Master Agreement is obligated to reimburse any other party for use of personnel or equipment, except that, in the event of emergency assistance in a major incident, the requesting party shall retain responsibility for all extraordinary equipment, materials and supplies, including reasonable subsistence expenses, in accordance with paragraphs 2(a)(v) and 8 hereof.

- c) Notice of Claims or Actions. If any party receives notice of claim, suit or action arising from the exercise or alleged exercise of authority under this Agreement, such party shall promptly notify in writing the administrator designated by the Board in accordance with paragraph 5, above, and/or all other parties who are or may be affected by such notice of claim, suit or action.
 - d) The indemnification requirements contained herein are subject to the limitations contained in the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-.300).
- 13) **Compliance with Laws and Regulations.** Each party agrees to comply with all federal, state and local laws, codes, regulations and ordinances applicable to any and all work performed under this Agreement.
 - 14) **Non-Exclusive Agreement.** This Agreement is not intended to be exclusive among the participating parties. Any participating party may enter into a separate emergency assistance or mutual aid agreement, and any other form of agreement, with any other participating party or any other entity. However, no such separate agreement shall terminate any responsibility under this Agreement. To the extent other emergency assistance or mutual aid agreements between or among any of the participating parties are inconsistent with this Agreement, the terms of this Agreement shall control.
 - 15) **No Dedication of Facilities.** No undertaking by an assisting party to any other requesting party under any provision of this Agreement constitutes a dedication of the facilities or assets of the assisting party, or any portion thereof, to the public or to any other party. Except as otherwise stated in this Agreement, nothing in this Agreement shall be construed to give a party any right of ownership, possession, use or control of the facilities or assets of any other party.
 - 16) **No Association, Joint Venture or Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between or among any of the parties to this Agreement, or to impose any partnership obligations or liabilities upon any party to this Agreement. Furthermore, no party is deemed by reason of this Agreement or participation in any emergency incidents pursuant to this Agreement to be an agent or representative of or to otherwise bind any other party.
 - 17) **Reporting.** Any exercise of investigative authority under this agreement must meet the notification requirements set forth in paragraph 2, as well as the reporting requirements of ORS 190.474 and/or RCW 10.93.030, as now enacted or hereafter amended. In addition, copies of reports relating to the exercise of authority shall be provided to the administrator designated by the Board.
 - 18) **Media Relations.** In the event the actual exercise or enjoyment of authority pursuant to this Agreement results in a press conference, press release or other media relation involving any party, said party shall provide notice thereof, together with copies of briefings, releases

or other similar documents, to the chief law enforcement officer or authorized representative of any other affected party.

- 19) **Termination.** Any party herein shall have the right to terminate this Agreement for any reasons whatsoever upon giving the other parties thirty (30) days written notice in advance of the date sought for such termination; PROVIDED, that the terms and conditions of this Agreement shall continue in full force and effect for the duration of any subsequent or subsequently amended mutual law enforcement assistance agreements to which this Agreement applies on the date of notice of termination and, PROVIDED, that, as to such party, any obligation or liability arising directly or indirectly from an occurrence prior to the date sought for such termination shall not be excused and, PROVIDED FURTHER, that this agreement shall remain in full force and effect as to the remaining parties hereto so long as at least two parties remain active participants.
- a) Any such termination notice shall be hand-delivered or sent via the United States Postal Service, certified mail, return receipt requested, to the agency head of each of the remaining parties, with a copy provided to the governing body of each of the remaining parties to this Agreement.
 - b) Upon termination of this Agreement by a party as to that party, all property not owned by the terminating party which is in the custody or possession of the terminating party, shall be returned as soon as reasonably possible to the party that owns the property.
- 20) **Dispute Resolution.** In the event of a dispute between any parties regarding the exercise or enjoyment of authority under this agreement, the dispute and options for its resolution shall be reviewed, first, by chief law enforcement officers and, second, by the designee of the governing or legislative body of the affected agencies. Any decision of the affected parties regarding the dispute shall be final as between those parties and shall be communicated in writing to the designated administrator of the Board. Any dispute, controversy or claim of breach arising out of or related to this agreement, which cannot be resolved by the affected parties, shall be referred, first, to the designated administrator and, second to the Board for mediation. The designated administrator or mediator(s) appointed by a majority of the Board shall review the dispute, controversy or claim and options for its resolution. Any action taken or decision made in informal consultation or mediation shall be subject to ratification by the governing or legislative body of the affected public agencies. Any dispute, controversy or claim of breach which cannot be resolved by mediation, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in ORS Chapter 36 or RCW Chapter 7.04, as the case may be, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 21) **Assignment/Subcontracting.** No party to this agreement shall transfer or assign, in whole or in part, any right or obligation created under this agreement.

- 22) **No Third Party Beneficiary.** By execution of this agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.
- 23) **Non-Discrimination.** In the exercise and enjoyment of authority under this agreement, no party shall discriminate against any personnel because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, any physical, mental or sensory disability, or actual or perceived sexual orientation.
- 24) **Notice.** Any notices to be given under this agreement shall be sufficient when delivered, postage prepaid, and addressed (a) to the affected party or parties at the address(es) listed on their signature page of this agreement and (b) to the designated administrator at such address as he or she may from time to time provide to the parties.
- 25) **Waiver.** No waiver by any party of any term or condition of this agreement, or prior agreements ratified hereby, 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 different provision.
- 26) **Incorporation/Ratification of Pre-existing Mutual Law Enforcement Assistance Agreements.** Any pre-existing mutual law enforcement assistance agreements between two or more parties to this Agreement, identified in Appendix I to the signature page of each affected party and attached as exhibits to such appendices, are incorporated herein as if fully set forth in this agreement. As between the affected parties, such agreements remain in full force and effect.
- 27) **Priority of Documents and Construction.**
- a) **Pre-existing Agreements.** Subject to paragraph 29, below, all terms and conditions of this Agreement, not inconsistent with the provisions of any pre-existing mutual law enforcement agreement between two or more parties hereto, shall control over such pre-existing agreement. In case of conflict between the terms of this agreement and the provisions of a pre-existing mutual law enforcement assistance agreement between two or more parties hereto, as to those parties the specific provisions of the pre-existing agreements shall control over this agreement.
 - b) **Subsequent Agreements, Subsequently Amended Agreements.** Subject to paragraph 29, below, all terms and conditions of this Agreement, shall control over inconsistent provisions of any subsequent mutual law enforcement assistance agreements or subsequent amendment to any mutual law enforcement assistance agreement between two or more parties hereto, Provided, However, that the parties may agree that specifically identified terms and conditions of this Agreement shall be superseded, in which case, the specific provisions of the subsequent mutual law enforcement assistance agreement or amended law enforcement assistance agreement shall control over the specified provisions of this Agreement.
- 28) **Entire Agreement.** This agreement, combined with the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements, contains all of the agreements

of the parties with respect to the subject matter covered or mentioned therein and no other prior agreements shall be effective to the contrary.

- 29) **Amendment.** The provisions of this agreement may be amended with the mutual consent of the parties or, in the case of pre-existing agreements, by the affected parties. However, no additions to, or alterations of, the terms of this agreement shall be valid unless made in writing and formally approved and executed by all of the parties hereto.
- 30) **Document Execution and Filing.** By execution of this agreement, each party represents that it has authority to act and that it has submitted, or will submit, this agreement for review and filing as may be required by the laws of Oregon or Washington.
- 31) **Severability.** If any section or part of this agreement is held by a court of competent jurisdiction to be invalid, such action shall not affect the validity of any other part of this agreement.
- 32) **Addition of Other Units of Local Government.** Other units of local government which are otherwise eligible to become parties to this Agreement pursuant to the statutory authorizations for this Agreement, may become parties to this Agreement by (a) obtaining consent to become a party to this Agreement by all entities who, at the time of the request, are parties to this Agreement; and (b) executing a copy of this Agreement.
- 33) **Counterparts.** This Agreement may be executed in separate counterparts, each of which, when executed and delivered, shall be an original, but all of which shall constitute one and the same Agreement.

EXECUTED on the day and year first written below.

CITY OF GOLDENDALE, WASHINGTON

Mayor

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Mike Smith, Chief of Police
City of Goldendale
P.O. Box 1176
Goldendale, WA 98620

EXECUTED on the day and year first written below.

CITY OF WHITE SALMON, WASHINGTON

Mayor
Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:
Marla Keethler, Mayor
Mike Hepner, Police Chief
City of White Salmon
P.O. Box 2139
White Salmon, WA 98672

EXECUTED on the day and year first written below.

CITY OF BINGEN, WASHINGTON

Mayor
Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:
Catherine Kiewit, Mayor
Mike Hepner, Police Chief
City of Bingen
P.O. Box 607
Bingen, WA 98605

EXECUTED on the day and year first written below.

CITY OF THE DALLES, OREGON

Mayor
Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Richard Mays, Mayor
Tom Worthy, Chief of Police
City of The Dalles
313 Court Street
The Dalles OR 97058

EXECUTED on the day and year first written below.

Klickitat County Sheriff

**BOARD OF COUNTY
Commissioners, Klickitat Co., WA**

Bob Songer, Sheriff
Date: _____

Commissioner

Commissioner

Commissioner

Approved as to form:
David Quesnel
Prosecuting Attorney

ATTEST:

Clerk to the Board

Address for Notice:
Bob Songer, Sheriff
Klickitat County Sheriff's Office
205 S. Columbus Ave
Goldendale, WA 98620

EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF

**BOARD OF COUNTY
COMMISSIONERS, Skamania Co., WA**

Summer Scheyer, Sheriff

Date: _____

Asa Leckie, Chairman

Brian Nichols, Commissioner

Rob Farris, Commissioner

Approved as to form:

Adam Kick

Prosecuting Attorney

ATTEST:

Clerk to the Board

Address for Notice:

Summer Scheyer, Sheriff
Skamania County Sheriff's Office
Post Office Box 790
Stevenson, WA 98648

EXECUTED on the day and year first written below.

HOOD RIVER COUNTY SHERIFF

**BOARD OF COUNTY
COMMISSIONERS, Hood River Co., OR**

Matt English, Sheriff

Date: _____

Commissioner

Commissioner

Commissioner

Approved as to form:

Prosecuting Attorney

ATTEST:

Clerk to the Board

Address for Notice:

Matt English, Sheriff
Hood River County Sheriff's Office
309 State Street
Hood River, OR 97031

EXECUTED on the day and year first written below.

CITY OF HOOD RIVER, OREGON

Mayor

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Neal Holste, Police Chief
Hood River Police Department
207 Second Street
Hood River, OR 97031

EXECUTED on the day and year first written below.

WASCO COUNTY SHERIFF

**BOARD OF COUNTY
COMMISSIONERS, Wasco Co., OR**

Lane Magill, Sheriff

Date: _____

Commissioner

Commissioner

Commissioner

Approved as to form:

Prosecuting Attorney

ATTEST:

Clerk to the Board

Address for Notice:

Lane Magill, Sheriff
Wasco County Sheriff's Office
511 Washington Street
The Dalles, OR 97058

EXECUTED on the day and year first written below.

SHERMAN COUNTY SHERIFF

**BOARD OF COUNTY
COMMISSIONERS, Sherman Co., OR**

James Burgett, Sheriff

Date: _____

County Judge

Commissioner

Commissioner

Approved as to form:

Prosecuting Attorney

ATTEST:

Clerk to the Board

Address for Notice:

James Burgett, Sheriff
Sherman County Sheriff's Office
Post Office Box 424
Moro, OR 97039

EXECUTED on the day and year first written below.

OREGON STATE POLICE

Casey Coddington, Superintendent

Date: _____

Approved as to form:

OSP Legal Counsel

Address for Notice:

Jason Calloway, Lieutenant
Oregon State Police
3313 NE Bret Clodfelter Way
The Dalles OR 97058

File Attachments for Item:

D. Approval of Resolution 2025-05-623 Accepting Transmission Main Phase 1 Completion
04.02.2025



Department Head: _____

Clerk/Treasurer: _____

City Administrator: _____

Mayor: _____

COUNCIL REPORT



Business Item



Consent Agenda

Needs Legal Review:

No, Not Necessary

Meeting Date:

5.7.25

Agenda Item:

Resolution 2025- 2025-05-622 Accepting the Transmission Main Phase 1 project as complete.

Presented By:

Andrew Dirks, Public Works Director

Action Required:

Approval of Resolution 2025-05-622 Accepting the Transmission Main Phase 1 project as complete.

Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to approve Resolution 2025-05-622 Accepting the Transmission Main Phase 1 project as complete.

Background of Issue:

Rural Development requires a formal resolution adopted by council for project closeout.

Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Other action as desired by council.

Fiscal Analysis:

No fiscal impacts.

Policy & Plan Implications:

Project mentioned in the CFIP and the WSP.

Recommendation of Staff/Committee:

Staff recommends Approval of Resolution 2025-05-622 Accepting the Transmission Main Phase 1 project as complete.

RESOLUTION 2025-05-623

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF WHITE SALMON, WASHINGTON,
ACCEPTING THE TRANSMISSION MAIN PHASE 1 AS COMPLETE**

WHEREAS, on March 1st, 2023 the City of White Salmon awarded a Public Works Contract in the amount of \$3,607,259.26 to North Cascade Excavating, LLC. for the Transmission Main Phase 1 Project; and

WHEREAS, there were five (5) change orders throughout the project resulting in a final contract amount of \$ \$3,440,788.62; and

WHEREAS, Anderson Perry & Associates, acting as project managers, has recommended the acceptance of the project as complete by the city; and

NOW, THEREFORE, be it resolved by the City Council of the City of White Salmon:

1. The White Salmon City Council accepts the work under Public Works Contract – Transmission Main Phase 1 Project as complete.

ADOPTED by the Council of the City of White Salmon, Washington. Dated this 7th day of May 2025.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Troy Rosenburg, Deputy Clerk

Shawn McPhearson, City Attorney

File Attachments for Item:

E. Approval of Meeting Minutes - City Council Meeting 04.016.2025



City of White Salmon City Council Meeting
April 16, 2025
In Person and Via Zoom Teleconference

Attendance:

Council Members:

Ben Giant
 David Lindley
 Jason Hartmann
 Jim Ransier
 Patty Fink

Staff Present:

Andrew Dirks, Director of Public Works
 Jennifer Neil, Director Finance
 Marla Keethler, Mayor
 Paul Koch, Interim City Administrator
 Shawn MacPherson, City Attorney
 Troy Rosenberg, Deputy Clerk\Utility Clerk

I. Call to Order, Land Acknowledgement and Presentation of the Flag

Mayor Marla Keethler called the meeting to order at 6:00p.m. There were approximately 8 members of the public in attendance in person and via teleconference.

II. Roll Call (6:01pm)

III. Changes to the Agenda (6:02pm)

- A. Removal of Presentation A. Recognition of CHS Knowledge Bowl State Champions and move to May 7, 2025, Council Meeting.
- B. Add Consent Agenda Item K. Notice of Award for Water Treatment Plant Roof Restoration.

Moved by David Lindley. Seconded by Ben Giant. (6:02pm)

Motion to Removal of Presentation A. Recognition of CHS Knowledge Bowl State Champions and move to May 7, 2025, Council Meeting and to add Consent Agenda Item K. Notice of Award for Water Treatment Plant Roof Restoration.

MOTION CARRIED 5-0.

IV. Presentations

- A. Hood River Bridge Project **(6:02pm)**
- B. Arab American Heritage Month Presentation **(6:20pm)**
- C. Mental Health Awareness May 2025

V. Public Comment (6:32pm)

Kate Bennet – City of White Salmon Resident **(6:33pm)**

Todd Andrews - City of White Salmon Resident – Message sent via zoom after closing of Public Comments.

Message: (6:41pm)

I was slow in unmuting and raising my hand for public comment. Nothing important, just wanted to greet and offer any and all support from the county. Todd Andrews

Message: (7:20pm)

News coming from the Gorge Commission is that state funding will most likely be at the very least expectable levels City of White Salmon:

VI. Consent Agenda (6:36pm)

- A. Approval of Extension of Paul Koch contract through July 31, 2025.

- B. Approval of Leak Credit Request for 115 N Main Avenue for \$696.89.
- C. Approval of Leak Credit Request for 344 NE Spring Street for \$947.08.
- D. Approval of the City Planner Contract.
- E. Approval of TDJ CPA Inc. Contract Services.
- F. Approval of Resolution 2025-04-621 Authorized Signers on Financial Accounts.
- G. Approval of SCADA Upgrade Project Payment No. 9 to Coburn Electric in the amount not to exceed \$2,318.82.
- H. Approval of 3-Year Maintenance Contract with Coburn Electric not to exceed \$37,522.27.
- I. Approval of Meeting Minutes – City Council Workshop March 19, 2025, and City Council Meeting March 19, 2025.
- J. Approval of Vouchers
- K. Approval of Notice of Award for Water Treatment Plant Roof Restoration.

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 16th day of April 2025.

Type	Date			
Claims	4/2/2025	42301	42336	\$115,506.78
	4/16/2025	42337	42382	\$147,222.92
			Claim Total	\$262,729.70
Payroll	4/4/2025	EFT	EFT	\$129,092.10
	4/4/2025	42300	42300	928.42
			Payroll Total	\$130,020.52
Manual Claims	4/5/2025	EFT	EFT	\$1,183.47
	4/10/2025	EFT	EFT	\$10,498.49
	4/15/2025	EFT	EFT	\$240.00
VOIDED Checks			N/A	0.00
			Manual Claim Total	\$11,921.96
			Toal Vouchers	\$404,672.18

Council Discussion (6:40pm)

Moved by Ben Giant. Seconded by Jason Hartmann. (6:47pm)

Motion to approve Consent Agenda and vouchers in the amount of \$404,672.18.

MOTION CARRIED 5-0.

VII. Business Items (6:47pm)

- A. Approval of an MOU with the Partners Rural WA.

Presentation – Mayor Marla Keethler (6:47pm)

Council Discussed (6:48pm)

Moved by Jim Ransier. Seconded by Ben Giant. (6:51)

Motion to approve of an MOU with the Partners Rural WA.

MOTION CARRIED 5-0

VIII. Reports and Communications (6:51pm)

- 1. Department Head Reports (6:51pm)**
- 2. City Attorney Update (6:53pm)**
- 3. Interim City Administrator Paul Koch Report (6:54pm)**
- 4. Council Member and Committee Reports (6:57pm)**
- 5. Mayor's Updates (7:08pm)**

IX. Executive Session:

None

X. Adjournment (7:22pm)

File Attachments for Item:

A. City Council Appointment

1. Candidate Interviews

Applications were accepted through the close of business on Monday, April 28.

2. Executive Session - Discuss Qualifications for Public Office - 15 minutes

3. Action - Roll Call Vote

April 23, 2025

Paul Koch
Interim City Administrator
City of White Salmon
100 N. Main Street | PO Box 2139 |
White Salmon, WA 98672

Regarding: The City Council Open Seat (Position 4)

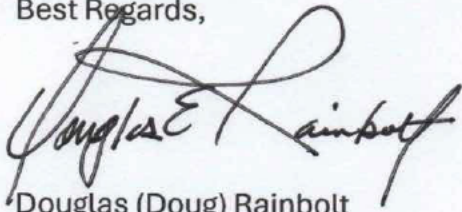
Dear Paul,

I am hereby expressing interest in assuming the position of Position 4 on the White Salmon City Council.

I have been a full-time resident of White Salmon since 2021. I love the White Salmon Community and believe that, based on my background in finance, marketing, and general management, I can make a lasting, favorable impact. I have a bias for action while being data-driven and sensitive to the community's needs. I'm a strong team player and would value working closely with other council members, the City Staff, and the Mayor to help shape our future and make White Salmon the prime example of a thriving community in the State of Washington.

I appreciate being considered for this role.

Best Regards,

A handwritten signature in black ink, appearing to read "Douglas E Rainbolt". The signature is fluid and cursive, with the first name "Douglas" and last name "Rainbolt" clearly legible, and a middle initial "E" in the center.

Douglas (Doug) Rainbolt

515 SE Upper Wyers | PO Box 906 |
White Salmon, WA 98672

Jill Catherine

121 Ingram Place
White Salmon, WA 98672



Date: April 23, 2025

City of White Salmon
City Council
100 N Main Avenue
White Salmon, WA 98672

Dear Mayor and City Council Members,

I am writing to express my interest in the open Position 4 seat on the White Salmon City Council. As a registered voter and resident of White Salmon for four years, I meet the eligibility requirements and am eager to offer my service to our community in this capacity.

Throughout my career, I have been deeply committed to community engagement, leadership development, and strategic collaboration. I am the founder of the Gorge Leadership Institute, where I lead initiatives focused on personal and professional development, coaching, and capacity-building for individuals and organizations. My background spans public service through the lens of nonprofit leadership, philanthropy, and communications — all rooted in a passion for inclusive, values-driven leadership. My formal education includes an Executive MBA and bachelor's degree in Communications.

I believe strongly in participatory governance and the importance of local leadership that listens, learns, and leads with both vision and care. Serving on the City Council would be an honor and a meaningful extension of my ongoing commitment to this community.

Thank you for your consideration. I would welcome the opportunity to contribute to the work of the Council and to serve the people of White Salmon.

Warm regards,

A handwritten signature in black ink, appearing to read "Jill Catherine", with a large, stylized circular flourish at the end.

Jill Catherine

April 28, 2025
Kate Bennett
420 NE Green Street
White Salmon, WA 98672

City Council of White Salmon
100 N Main St
White Salmon, WA 98672

Dear Mayor and City Council Members,

My name is Kate Bennett, and I am writing to express my strong interest in the vacant City Council Position 4 seat. I confirm that I am a registered voter and have lived within the city limits of White Salmon for more than one year. I am fully willing and eager to serve the remainder of the term through December 31, 2025, and to actively participate in Council work.

My husband and I chose White Salmon as our home in January 2020, drawn to the strong sense of community and the natural beauty that defines this town. Since then, I have been proud to serve as a founding member of the CityLab Board, conduct the City's Climate Outreach Survey, staff booths at community events, and attend City Council meetings as an engaged citizen. Beyond my City involvement, I volunteer locally— helping with the Christmas light event on Dock Grade, supporting organizations like the Columbia Gorge Climate Action Network, and coaching soccer in Hood River.

Service has been a through-line of my life. From my first internship with my U.S. Senator, to my professional work in environmental and social governance impact evaluation for state and municipal programs, I believe that public service is not just a duty but a purpose. I am passionate about ensuring that our governance remains pragmatic, inclusive, transparent, and deeply rooted in what makes White Salmon special.

Professionally, I bring experience spanning corporate, nonprofit, and government sectors; building effective, transparent systems; managing budgets; evaluating social and environmental impact; and leading cross-functional projects. I believe these skills—combined with a temperament that values rational decision-making, collaboration, and integrity —will help me serve the Council and community well.

I look forward to the opportunity to continue giving back to White Salmon in a new capacity. I have attached a CV that further details my background and experience.

Thank you for your time and consideration.

Sincerely,
Kate Bennett

Kathleen Bennett

Cross-functional leader with a proven track record of building scalable systems, leading regulatory compliance initiatives, and driving measurable impact. Expertise spanning corporate, nonprofit, and government sectors, with a focus on data-driven decision-making, regulatory compliance, and organizational growth.

EXPERIENCE

ESG & Sustainability Program Manager — Toast, Inc.

REMOTE — MARCH 2023 - CURRENT

Lead of Toast sustainability function & ESG reporting initiatives.

- Lead production of **Toast's annual ESG Report**, coordinating cross-functional teams to collect and validate data; manage external assurance and internal QAQC processes to ensure data integrity and alignment with Toast's brand strategy and ESG priorities.
- Manage **Toast's Greenhouse Gas (GHG) Inventory** in partnership with third-party consultants; lead internal data collection, emissions calculation QAQC, renewable energy credit procurement strategy, and mandatory GHG disclosures
- Oversee **ESG regulatory and market trend tracking, preparing issue briefs**, benchmarking against peers, and coordinating responses to ESG ratings (e.g., MSCI, Sustainalytics, CDP).
- Lead the selection and implementation of **ESG data management platform**, developing platform scoring criteria based on audit readiness, integration potential, and stakeholder needs.
- Manage vendor contracting and MSA processes for ESG-related partnerships; support **board-level ESG presentations** and cross-functional alignment with Legal, Marketing, DEI, and Toast.org teams.

Senior ESG Analyst & ESG Data Operations Manager — Kestrel ESG

HOOD RIVER, OR — 2021- 2023

Social and Environmental impact analysis of U.S. State/Municipal activities

- **Third-Party Sustainability/ESG Reports:** develop technical sustainability/ESG reports drawing from ICMA, GRI, SASB and CDP frameworks, including research, due diligence, and interviews with clients including financing arms of the states of Maine, Tennessee, Wisconsin, Minnesota, and Colorado; quantitative and qualitative materiality assessments; and synthesizing technical detail for general audience.
- **ESG Data methodology development:** development of quantitative framework for ESG/sustainability data for bond-financed state and municipal government activities, drawing from key reporting frameworks such as ICMA, GRI, SASB, etc., and ongoing academic research on emerging sustainability technologies and findings.
- **Systems for organizational growth:** implemented Confluence knowledge management system across the company; and Jira Service Management and Jira Project Management across ESG Data team to support scaling of company from 9 to 27 personnel in 12 months.
- **ESG Data management:** development of ESG Data function (growth strategy for ESG Data team; quality assurance procedures; knowledge management and procedure documentation) and development of multiple Excel-based projections models and performing modeling for function..

(CONTINUED ON NEXT PAGE)

EDUCATION

Harvard University, Extension School

Degree Candidate: Masters in Liberal Arts, Sustainability

GPA (as of 04/25): 3.95

New York University

Graduate Certificate in Political Economy, 2010

Bachelor of Arts: Political Economy, 2010

Cum Laude; Dean's Honor List; President's Service Award; Dean's Award for Graduating Seniors

United States Green Building Council

LEED v4.1 for Design and Construction;
LEED v4.1 Residential Single-Family Overview;
LEED v4.1 Residential Multifamily Overview

LANGUAGE

ENGLISH - Native Proficiency

SPANISH - Professional Proficiency

SOFTWARE

- Google Suite
- Atlassian Suite: Confluence/Jira
- Web design: Squarespace/Wordpress
- CRMs: Hubspot/Insightly/Salesforce
- Project Management: Monday.com/Salesforce
- Strata
- Calendly

VOLUNTEER

CityLab, White Salmon, WA

Development of City "Emissions Reductions Plan" and S1&2 GHG Inventory

Columbia Gorge Climate Action Network

Co-Development of Climate Crisis Resolution (2020), web development, support volunteer events/gatherings

Director of Operations — *Circles International*

REMOTE — 2020 - 2021

A. strategy, finance, project management, systems, human resources, and impact evaluation for mission-driven firm.

- **Strategy:** growth and business strategy for consulting clients and programming
- **Finance:** financial projections & strategy, ongoing bookkeeping & tax management
- **Human resources:** hiring strategy and planning, interviewing & invoice management
- **Development:** grant applications and strategic partnerships
- **Impact reporting framework and data model:** development of impact framework drawing from existing research in burnout in social change work, industry professionals, and corporate client goals; implementation of integrated (Excel, Google Sheets, Zapier, Google Forms, Insightly, Calendly) impact data collection and evaluation.
- **Systems:** implementation of Insightly CRM, Monday.com project management software, client scheduling tools, alignment with Google Suite.

Operations and Systems Consultant — *CultureSeed*

WHITE SALMON, WA — 2020 - 2021

Consultant for nonprofit serving underserved and under-resourced communities in Klickitat County.

- Development and implementation of organization-wide **operations and systems infrastructure**, including accounting and finance tracking and project management software, and development of **codified risk management structure**
- Project management, systems, and training procedures of Klickitat County Mentorship Program as well as organization-wide human resources function

Finance Project Manager — *Wunder Capital*

BOULDER, CO — 2018 - 2019

Project & accounting management, due diligence, and financial analysis of United States commercial solar investments..

- Implemented project management software to streamline analysts' and directors' work, increasing efficiencies by 600%
- Communicated with external partner actors across various regulatory regimes to understand project finance needs, negotiate terms, close deals and finance commercial-scale solar projects across the country (\$2.9m funded in New Jersey, Washington D.C., Illinois, Massachusetts)
- Evaluation of offtaker credit, modelling of system production estimates and cash flows, performance of project diligence, and structure of financing packages

Senior Portfolio Manager, Latin America — *Kiva.org*

PORTLAND, OR — 2013 - 2018

Impact and financial analysis; due diligence and business development in LATAM region; contributor to Kiva Impact Framework; lead of cross-departmental projects including Climate Smart project.

- **Execution of streamlined risk and impact monitoring procedures** for portfolio team, including cloud-based data collection platform and in-field data verification procedures, increasing efficiencies 300%
- **Financial & institutional risk analysis & business development of LATAM portfolio**, driving regional portfolio growth of 40%, "high impact" portfolio from 6% to 50% of portfolio, and maintaining rate of portfolio-at-risk (PAR30, 90,180) and default rate
- **Impact evaluation:** responsible for portfolio management, including impact analysis, quantitative financial analysis, business development, and due diligence.
- **"Climate Smart" project lead:** team lead for development opportunities, marketing campaigns, and external stakeholder engagement for Kiva "Green" activities; research of material impact indicators for climate-resilient and clean energy products for Kiva's Impact Framework.

Environmental Consultant — *USAID*

QUITO, ECUADOR — 2012- 2013

Consultant for USAID's Global Environmental Management Support Consortium

- **Environmental monitoring and evaluation** of \$2 billion USAID project portfolio
- Design and testing of **social and environmental indicators** for USAID DCHA Bureau
- Design and management of **online compliance reporting database** for internal/external USAID/implementing partner staff

Program Coordinator — *Research Center for Leadership in Action*

NEW YORK, NY — 2008-2009

Coordination of awards program recognizing 150 global social change and nonprofit leaders..

- Ongoing support and coordination of **Leadership for a Changing World awardees** & support of grant reporting to Ford Foundation
- **Ongoing budget and financial records management**, event planning support, and database maintenance
- Outreach and data collection with New York social change organizations engaged in new RCLA initiative (Social Change Leadership Network)



Fwd: Morella Mora- Application for City Council seat

Mayor Of White Salmon

Mon, Apr 28, 2025 at 6:05 AM

----- Forwarded message -----

From: **Morella Mora**
Date: Fri, Apr 25, 2025 at 4:02 PM
Subject: Morella Mora- Application for City Council seat
To:

Dear Mayor Keethler,

Please consider this my application for the vacant seat on the White Salmon City Council. Below I have included the requested statements, as well as a letter of interest for your review. Thank you for your consideration. Please let me know if there is additional information I can provide. I have also sent this via email to

I hope you have a great weekend.

Morella Mora
[612 NE Vine Street](#)
[White Salmon, WA 98672](#)

I am a registered voter and have lived in White Salmon for 2 years.
I am willing to serve the remainder of the term and actively participate in Council work.

Morella Mora
April 25, 2025

Mayor Marla Keethler
City of White Salmon

Dear Mayor Keethler,

I am writing to express my strong interest in serving on the White Salmon City Council for the currently open seat. As a dedicated resident and active community member, I am deeply invested in the future of the place I am proud to call home.

Through my role as a community organizer and program coordinator at Comunidades, I have developed insight into our community's diverse needs while advancing social and environmental justice initiatives. As an independent business owner providing consulting, leadership coaching, and crisis management services throughout White Salmon and Hood River, I understand firsthand the challenges and opportunities facing our local economy. Additionally, through a decade-long career working in operations of large scale restaurants, I gained highly applicable skills in consensus building, navigating complicated decisions, and bringing everyone along for the process.

I am particularly passionate about increasing representation for the Latina/o population within the Columbia River Gorge's political landscape. Ensuring that all community members have a voice in our collective decision-making process is essential for truly inclusive governance. As a first-generation immigrant and female entrepreneur, I would bring valuable perspective to the Council as our community continues to grow and diversify. I believe deeply in the power of public service and civic engagement. I would be honored to collaborate with current Council members to transform community needs into actionable initiatives. While I am eager to learn and grow in this role, I am committed to both

A.

preserving White Salmon's special character—which so many have lovingly cultivated—and creating welcoming spaces for the fresh perspectives that have traditionally been underrepresented. Our evolving community deserves leadership that reflects its full richness and diversity.

Thank you for considering my application. I welcome the opportunity to discuss my potential contribution to the City Council with you in person.

Appreciatively,
Morella Mora

Morella Mora
Founder, Writer
Mora Consulting Collective

Questions for City Council Member Applicants

1. What prompted you to apply to serve on City Council?
2. What do you see as the role of City Council?
3. Have you previously attended any City Council meetings, and if so, what issues or topics compelled you to attend?
4. What do you see as the city's most pressing issues?
5. What experiences from your personal/professional life do you see as strengths in shaping how you would approach serving on City Council?
6. What do you hope to accomplish if selected to serve on City Council?

File Attachments for Item:

B. Associate Planner Job Description

1. Presentation
2. Discussion
3. Action



CITY COUNCIL REPORT

☒ Business Item

☐ Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

May 7, 2025

Agenda Item:

Approval of Associate Planner Job Description

Presented By:

Paul Koch, ICA

Action Required

Authorize approval of the job description for Associate Planner.

Motion for Business Item / Proposed Motion for Consent Agenda

Move to authorize approval of the job description for Associate Planner at Range 31, Step 1-6 and salary at \$55,859 to \$64,755 annually.

Explanation of Issue

The City of White Salmon has been short staffed for some time now. With the hiring of a full time Planning Director and the anticipated position moves, it is necessary for the City to hire an Associate Planner to assist both the public and the Planning Director. The person filling this position will serve some time at the front counter as well as adding service and value to the Planning Director. The addition of the Associate Planner will enhance the city's planning services and provide better service to the public and developers.

The Associate Planner will provide customer service at the counter, by telephone and in writing regarding land use regulations, permit processes and zoning. The Associate Planner will assist in enhancing and improving the city's planning service and process, updating the zoning and land use maps and collaborate with staff, other agencies, legal counsel and applicants throughout the development review process. This is a Union position.

The hiring of the Associate Planner will begin the reduction in cost to the city for outside plan review and processing the balance of this budget year. Included in the pay for this position is the concept of Spanish Fluency at the rate of \$100 per month. This Fluency payment begins to recognize the diversity within our community and the support necessary to best serve the public.

City Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation to approve the job description for Associate Planner.
2. Take no action on this request.
3. Deny the creation of the Associate Planner position.
4. Other action that may be desired by the Council.

Fiscal Analysis:

The salary range and cost for this position is \$55,859 to \$64,755 annually. There are sufficient funds in the current budget to pay for this position and those costs will be reflected in the budget adjustments anticipated to come to the Council later this month or early in June 2025.

Recommendation of Staff: Staff recommends the City Council authorize the creation of the job description for the Associate Planner at Range 31 step 1-6 and salary at \$55,859 to \$64,755 annually.

File Attachments for Item:

C. Clerk Job Description

1. Presentation
2. Discussion
3. Action



CITY COUNCIL REPORT

☒ Business Item

☐ Consent Agenda

Needs Legal Review:

No, unnecessary

Meeting Date:

May 7, 2025

Agenda Item:

Approval of City Clerk job description

Presented By:

Paul Koch, ICA

Action Required

Authorize approval of the job description for City Clerk.

Motion for Business Item / Proposed Motion for Consent Agenda

Move to authorize approval of the job description for City Clerk at Range 40 Step 1-6, \$69,760 to \$80,871 per year.

Explanation of Issue

The City of White Salmon has for many years operated with a combined Clerk-Treasurer position. Over time and through analysis, we have determined that one person filling these important positions in the city was too much. In 2022 we began the process of dealing with separating the two functions and making each function a separate job. The recognition was made that these two functions were full time jobs themselves, and it was unreasonable to expect one person to be able to do both jobs effectively. Earlier this year the Council approved the job description for the Finance and Operations Director. That position has been filled. We have researched and come up with a job description for the City Clerk, a new position in the city organization.

The Clerk will provide an enhanced volume and quality of work dealing with city official records, making sure the city meets state and federal requirements. The Clerk will report directly to the Mayor and will be responsible for preparation and distribution of Council agendas, creation of support materials for City Council, attend Council meetings and prepare official minutes. In addition, the City Clerk will maintain accurate and up to date filing of ordinances, agreements, resolutions and minutes. The Clerk will maintain custody of the official City seal. City Clerk is a highly important position in the city. This is a Non-Union position and will serve as a critical member of the city's team.

The Clerk will receive and coordinate response to all formal record requests. Currently we are using the Police Office Manager to handle all the information requests we receive. This workload burden will be relieved through the creation and hiring of a City Clerk. This new position will also provide back up and cross training with the Finance Director when needed. The Clerk will also assist the city in providing targeted public education and outreach to identified priority areas. Additionally, the person holding this position could receive the monthly \$100 Fluency payment giving the city the ability to work with members of the diverse community.

City Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation to approve the job description for City Clerk.

2. Take no action on this request.
3. Deny the creation of the City Clerk position.
4. Other action that may be desired by the Council.

Fiscal Analysis:

The salary range and cost for this position is \$69,760 to \$80,871 annually. There are sufficient funds in the current budget to pay for this position and those costs will be reflected in the budget adjustments anticipated to come to the Council later this month or early in June 2025.

Recommendation of Staff: Staff recommends the City Council authorize the creation of the job description for the City Clerk at Range 40 and salary at between \$69,760 and \$80,871.

File Attachments for Item:

D. Ordinance 2024-12-1172 NW Natural Contract

1. Presentation

2. Discussion

3. Action



CITY COUNCIL REPORT

☐ Business Item

☒ Consent Agenda

Needs Legal Review:

Completed

Meeting Date:

May 7, 2025

Agenda Item:

Approval of NWNG Franchise Ordinance

Presented By:

Paul Koch, ICA

Action Required

Authorize approval of the Ordinance No. 2024-12-1172 between the City of White Salmon and NWNG company and authorize the Mayor to sign.

Motion for Business Item / Proposed Motion for Consent Agenda

Move to approve Ordinance 2024-12-1172 granting non-exclusive gas utility franchise to NWNG Company and fixing terms, conditions and compensation of such franchise and authorizing the Mayor to sign.

Explanation of Issue

This non-exclusive franchise agreement has been in negotiations for a number of months. The City Attorney has completed these negotiations, and this agreement comes to City Council at this time for approval. This is a ten year agreement, and the Grantee (NWNG) is required to pay all license fees, taxes, business and occupation taxes as they may apply.

City Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation to approve the agreement with NWNG.
2. Take no action on this request.
3. Deny the adoption of the agreement.
4. Other action that may be desired by the Council.

Fiscal Analysis:

There is no cost to the city for this agreement, other than the cost for the City Attorney to negotiate the agreement. Under the terms of this new agreement, NWNG will pay the city \$1,000.

Recommendation of Staff: Staff recommends the City Council approve the agreement with NWNG and authorize the Mayor to sign.

**CITY OF WHITE SALMON
ORDINANCE NO. 2024-12-1172**

**AN ORDINANCE GRANTING NON-EXCLUSIVE GAS UTILITY FRANCHISE TO
NORTHWEST NATURAL GAS COMPANY, AND FIXING TERMS, CONDITIONS,
AND COMPENSATION OF SUCH FRANCHISE.**

WHEREAS, NW Natural Gas Corporation (hereinafter “Grantee”) has applied in writing to renew and update its nonexclusive Franchise to operate and maintain a natural gas pipeline system within and through the City of White Salmon (hereinafter the “City”); and

WHEREAS, state statutes and City ordinance authorize the City to grant nonexclusive Franchises;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON,
WASHINGTON, DO ORDAIN THAT:**

Section 1: Definitions and Explanations.

- (1) As used in this Ordinance.
 - (a) “Bridge” includes a structure erected within the City to facilitate the crossing of a river, stream, ditch, ravine or other place, but does not include a culvert.
 - (b) “City” means the City of White Salmon, and the area within its boundaries, including its boundaries as extended in the future.
 - (c) “Council” means the legislative body of the City.
 - (d) “Grantee” means the corporation referred to in Section 2 of this Ordinance.
 - (e) “Gas Mains” includes all gas transmission and distribution facilities located on or under any Street, Bridge or Public Place within the City.
 - (f) “Person” includes an individual, corporation, association, firm, partnership and joint stock company.
 - (g) “Public Place” includes any city-owned park, place, or grounds within the City that is open to the public but does not include a Street or Bridge.
 - (h) “Street” includes a Street, alley, avenue, road, boulevard, thoroughfare, or public highway within the City, but does not include a Bridge.
- (2) As used in this Ordinance, the singular number may include the plural and the plural number may include the singular.

- (3) Unless otherwise specified in this Ordinance, any action authorized or required to be taken by the City may be taken by the Council or by an official or agent designated by the Council.

Section 2: Rights Granted.

Subject to the conditions and reservations contained in this Ordinance, the City hereby grants to Northwest Natural Gas Company, a corporation, the right, privilege and franchise to:

- (1) Construct, maintain and operate a gas utility system within the City.
- (2) Install, maintain and operate on and under the Streets and Bridges and Public Places of the City, facilities for the transmission and distribution of gas to the City and its inhabitants and to other customers and territory beyond the limits of the City; and
- (3) Transmit, distribute and sell gas.

Section 3: Use of Bridges and Public Places by Grantee.

- (1) Before the Grantee may use or occupy any Bridge or Public Place, the Grantee shall first obtain permission from the City to do so and shall comply with any special conditions the City desires to impose on such use or occupation.
- (2) The compensation paid by the Grantee for this Franchise includes compensation for the use of Bridges and Public Places located within the City as authorized.

Section 4: Duration/Compensation

This Franchise is granted for a period of ten (10) years from and after the effective date of this Ordinance.

The Grantee shall be required to pay all license fees and taxes which it may be required to pay by any other ordinance now in effect or hereinafter enacted, including a business or occupation tax or public utility tax on persons engaged in the business carried on by Grantee.

Section 5: Franchise Not Exclusive.

This Franchise is not exclusive, and shall not be construed as a limitation on the City in:

- (1) Granting rights, privileges and authority to other persons similar to or different from those granted by this Ordinance.
- (2) Constructing, installing, maintaining or operating any City-owned public utility.

Section 6: Public Works and Improvements Not Affected by Franchise.

The City reserves the right to:

- (1) Construct, install, maintain and operate any public improvement, work or facility.
- (2) Do any work that the City may find desirable on, over, or under any Street, Bridge or Public Place.
- (3) Vacate, alter or close any Street, Bridge or Public Place.
- (4) Whenever the City shall excavate or perform any work in any of the present and future Streets, alleys, and Public Places of the City, or shall contract, or issue permits, for such excavation or work where such excavation or work may disturb Grantee's Gas Mains, pipes and appurtenances, the City shall, in writing, notify Grantee sufficiently in advance of such contemplated excavation or work to enable Grantee to take such measures as may be deemed necessary to protect such Gas Mains, pipes and appurtenances from damages and possible inconvenience or injury to the public. In any such case, the Grantee, upon request, shall furnish maps or drawings to the City or contractor, as the case may be, showing the approximate location of all its structures in the area involved in such proposed excavation or other work.
- (5) Whenever the City shall vacate any Street or Public Place for the convenience or benefit of any Person or governmental agency and instrumentality other than the City, Grantee's rights shall be preserved as to any of its facilities then existing in such Street or Public Place.

Section 7: Continuous Service.

The Grantee shall maintain and operate an adequate system for the distribution of gas in the City. The Grantee shall use due diligence to maintain continuous and uninterrupted 24-hour a day service which shall at all times conform at least to the standards common in the business and to the applicable standards adopted by the state or federal authorities and to standards of the City which are not in conflict with those adopted by the state or federal authorities. Under no circumstances shall the Grantee be liable for interruption or failure of service caused by act of God, unavoidable accident or other circumstances beyond the control of the Grantee through no fault of its own.

Section 8: Safety Standards and Work Specifications.

- (1) The facilities of the Grantee shall at all times be maintained in a safe, substantial and workmanlike manner.
- (2) For the purpose of carrying out the provisions of this Section, the City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time.
- (3) Facilities such as meters, valves and odorant stations shall be constructed in a manner that anticipates possible intrusion and/or damage from transportation accidents. Substantial barriers and protections to those facilities shall be constructed to prevent unintentional or intentional damage by moving vehicles.
- (4) Prior notifications to the fire department shall be made during the following events: 1. Service and/or filling of methyl mercaptan equipment and storage devices. 2. Venting for maintenance and/or system upset conditions. To include notification of possible gas escape monitoring alarms.
- (5) Bi-annual safety presentation to emergency responders that includes the following: 1. Overview of NW Natural infrastructure within city limits 2. General overview and training for combustible gas indicators and/or electronic measuring devices. 3. Overview of hazardous conditions involving possible gas leaks inside a structure, vault, pit or other enclosed area.

Section 9: Control of Construction.

The Grantee shall file with the City, or otherwise provide access to, maps showing the location of any construction, extension or relocation of its Gas Mains in the Streets of the City and shall obtain from the City approval of the location and plans prior to commencement of the work. The City may require the Grantee to obtain a permit before commencing the construction, extension, or relocation of any of its Gas Mains.

Section 10: Street Excavations and Restorations.

- (1) Subject to the provisions of this Ordinance, the Grantee may make necessary excavations for the purpose of constructing, installing, maintaining, and operating its facilities. Except in emergencies, and in the performance of routine service connections and ordinary maintenance, prior to making an excavation in the traveled portion of any Street, Bridge, or Public Place, and, when required by the City, in any untraveled portion of any Street, Bridge, or Public Place, the Grantee shall obtain from the City approval of the proposed excavation and of its location. Grantee shall give notice to the City by telephone, electronic data transmittal or other appropriate means prior to the commencement of service or maintenance work and as soon as is practicable after the commencement of work performed under emergency conditions.

- (2) When any excavation is made by the Grantee, the Grantee shall promptly restore the affected portion of the Street, Bridge, or Public Place to the same condition in which it was prior to the excavation. The restoration shall be in compliance with specifications, requirements and regulations of the City in effect at the time of such restoration. If the Grantee fails to restore promptly the affected portion of a Street, Bridge, or Public Place to the same condition in which it was prior to the excavation, the City may make the restoration, and the reasonable cost thereof shall be paid by the Grantee.

Section 11: Location and Relocation of Facilities.

- (1) All facilities of the Grantee shall be placed so that they do not interfere unreasonably with the use by the City and the public of the Streets, Bridges, and Public Places and in accordance with any specifications adopted by the City governing the location of facilities.
- (2) The City may require, in the public interest, the removal or relocation of the facilities maintained by the Grantee in the Streets of the City, and the Grantee shall remove and relocate such facilities within a reasonable time after receiving reasonable notice to do so from the City. The cost of such removal or relocation of its facilities shall be paid by the Grantee at no charge to the City. Whenever any person, or entity, other than the City, requires the relocation of the Grantee's facilities to accommodate the work of such person or entity, Grantee shall be entitled to reimbursement for the reasonable cost thereof from such person, entity.

Section 12: Books of Account and Reports.

The Grantee shall keep accurate books of account at an office within the state of Oregon for the purpose of determining the amounts due to the City under Section 12 of this Ordinance. The City may inspect the books of account at any time during business hours and may audit the books from time to time, provided that only payments that occurred or should have occurred during a period of thirty-six (36) months prior to the date the City notifies the Grantee of its intent to perform an audit or financial review will be included. The Council may require periodic reports from the Grantee relating to its operations and revenues within the City. The Grantee will not provide the City with records containing customer information that identifies or can be attributed to a specific customer, without a written legal opinion by the City to the Grantee's reasonable satisfaction that such records will not be subject to public disclosure under state law, and that the City will inform Grantee and oppose their disclosure should a request for public disclosure be made.

Section 13: Supplying Maps Upon Request.

The Grantee shall maintain on file, at an office within the state of Washington or Oregon, or provide electronic access when available to, maps and operational data pertaining to its operations in the City. The City may inspect the maps and data at any time during business hours. Upon request of the City, the Grantee shall furnish to the City, without charge and on a current basis, maps or electronic access to maps showing the location of the Gas Mains of the Grantee in the City and, in addition, access to GIS and related files for city planning purposes.

Section 14: Indemnification and Insurance.

- (1) The Grantee, by its acceptance of this right and privilege, covenants and agrees with the City to at all times protect and save harmless the City from all claims, actions, suits, liability, loss, expense, or damage of every kind and description, which may accrue to or be suffered by a Person or Persons, firm, corporation or other body sustaining any damage arising out of the ownership, maintenance, excavation, installation, construction, repair, or operation of said gas system, or any other act done by Grantee, its agents and employees, under this right and privilege and/or by reason of any infringement of any patent of any article or system used in the construction and use of said gas distribution system. Grantee agrees that during the life of the Franchise and any renewals hereof, it will maintain in full force and effect the following insurance:
 - a. Compensation insurance complying with all state industrial accident compensation insurance and safety laws of the State of Washington, and any amendments thereto;
 - b. Bodily injury liability insurance with minimum limits of \$1,000,000.00 for each person and \$3,000,000 for each occurrence; and
 - c. Property damage liability insurance with limits of \$1,000,000.00.
- (2) Grantee may self-insure the first \$500,000 of such liability, and upon request, shall be required to furnish to the City appropriate certificates evidencing such insurance.

Section 15: Assignment of Franchise.

The Franchise shall be binding upon and inure to the benefit of the successors, legal representative, and assigns of the Grantee.

Section 16: Termination of Franchise for Cause.

Upon the willful failure of the Grantee, after sixty (60) days' notice and demand in writing, to perform promptly and completely, each and every term, condition, or obligation imposed upon it under or pursuant to this Ordinance, the City may terminate the Franchise, subject to Grantee's right to a court review of the reasonableness of such action. Notice to Grantee required by this Section shall be sent by U.S. mail via registered or certified postage prepaid or by express mail or overnight courier as follows: Northwest Natural Gas Company, Legal Department – Franchises, 250 SW Taylor St., Portland, OR 97204.

Section 17: Remedies Not Exclusive, When Requirement Waived.

All remedies and penalties under this Ordinance, including termination of the franchise, are cumulative, and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such remedy or penalty. The remedies and penalties contained in this Ordinance, including termination of the franchise, are not exclusive and the City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition, or obligation imposed upon the Grantee by or pursuant to this Ordinance. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this Ordinance shall not be a waiver of any other or subsequent or future breach of the same or of any other term, condition, or obligation, or a waiver of the term, condition, or obligation itself.

Section 18: Compliance with laws and regulations

In carrying out any authorized activities under the privileges granted herein, Grantee shall meet accepted industry standards and comply with all applicable laws of any governmental entity with jurisdiction over the pipeline and its operation. This shall include all applicable laws, rules, and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/ or the pipeline(s) and Facilities. In the case of any conflict between the terms of this Franchise and the terms of the City's ordinances, codes, regulations, standards, and procedures, this Franchise shall govern.

Section 19: Expiration.

At the end of the Franchise term, if the City and Grantee are negotiating another franchise and have not concluded their negotiations, Grantee's rights and responsibilities shall be controlled by this Ordinance until the City grants a new franchise and the Grantee accepts it.

Section 20: Acceptance.

The Grantee shall, within thirty (30) days from the date this Ordinance takes effect, file with the City its written unconditional acceptance of the Franchise, and if the Grantee fails to do so, this

D.

Ordinance shall be void.

Passed by the City Council of the City of White Salmon, and effective five days after the first date of publication.

Dated this 7th day of May, 2025.

Marla Keethler, Mayor

ATTEST:

APPROVED AS TO FORM:

Troy Rosenburg, Deputy Clerk

Shawn MacPherson, City Attorney

ACCEPTANCE

City of White Salmon
 City Clerk
 PO Box 2139
 White Salmon, WA 98672

This is to advise the City of White Salmon, Washington (the “City”) that Northwest Natural Gas Company (the “Grantee”) hereby accepts the terms and provisions of Ordinance No. 2024-12-1172 passed by the White Salmon City Council on May 7, 2025 (the “Franchise”) granting a Franchise for **ten (10)** years to Grantee. The Grantee agrees to abide by each and every term of the Franchise and it shall become effective upon acceptance of said agreement by Northwest Natural Gas Company (the “Grantee”).

(Name)

BY _____

TITLE Senior Vice President, Regulation & General Counsel

DATE _____

This Acceptance was received by the City of White Salmon on _____, 2025.

City Clerk

D.

File Attachments for Item:

A. Department Head Reports

Bingen-White Salmon Police Department

142 E Jewett Blvd / PO Box 2139
White Salmon, Washington 98672

Mike Hepner, Chief of Police

Telephone (509) 493-1177 Fax (509) 493-1007



DEPARTMENT HEAD REPORT

Department: Police

Meeting Date: May 7, 2025

Presented By: Chief Mike Hepner

Administration:

- White Salmon Council Meeting
- Bingen Council Meeting
- Klickitat County Behavior Health Meeting
- Klickitat Community Link Project (K-LINK) Meeting
A collaboration of community partners working together to better connect their services and better serve the community.
- Klickitat County Collaborative Crisis Meeting
- Wildfire Evacuation Tabletop Exercise
- ACCESS Audits
- Mid Columbia Law Enforcement Meeting
- White Salmon School District Tabletop Exercise for Active Threat

Patrol Division:

The Bingen-White Salmon Police Department prides itself in reducing the incidence and fear of crime, ensuring justice, and safeguarding the rights of all, to provide for a safe and vibrant community.

The Bingen-White Salmon Police Department will accomplish this by working in partnership with the community we serve to enhance our law enforcement effectiveness.

I ask the Officers to prioritize their time by making calls for service as the top priority. Second, to be visible in the community which means driving through neighborhoods and being seen by the public. Lastly, speed enforcement, parking issues, or whatever the community deems important to them.