



MEETING MINUTES FOR REGULAR COUNCIL MEETING

Fire Hall - 111 D Street

December 17th, 2025 at 7:00 PM

FLAG SALUTE - PLEDGE OF ALLEGIANCE

CALL TO ORDER - ROLL CALL

Mayor Springer calls the meeting to order; Clerk Grove takes Roll Call.

PRESENT: Councilmember Kim Skinner, Councilmember Jeremy Winn *via Zoom*, Councilmember Justin Spargo, Councilmember Mark Collett, Councilmember Sue Darcy

APPROVAL OF AGENDA

Councilmember Skinner states a New Business Discussion item and Action item need to be added to the agenda tonight. The Surplus of Police Department Items under New Business Discussion, and then a vote to approve the surplus of Police Department items under New Business - Council Action. Councilmember Winn motioned to approve the additions, Councilmember Skinner seconded. Passed unanimously.

Councilmember Skinner motioned to approve the amended agenda; Councilmember Spargo seconded.

Motion passed unanimously.

CONSENT AGENDA

Councilmember Skinner motioned to approve the consent agenda; Councilmember Darcy seconded.

Motion passed unanimously.

COUNCIL COMMENTS – Councilmember Winn wanted to thank everyone who came out to the Holiday party and all those who helped host.

COMMITTEE REPORTS

Auditing – Councilmember Darcy reports this was covered at the earlier meeting this month, with nothing to add.

Finance – No report.

Parks – Councilmember Spargo reported they had a meeting earlier this week and they are working on the Parks Comprehensive Plan that has needed to be updated for many years. He reports the play toy slide at Lion’s Club is still out of service and they are working on getting that removed before the end of the year.

Public Safety – Councilmember Skinner reported they held a meeting last night, Councilmember Collett was unable to attend. Issues have been raised about speeding happening on Dundee and Franklin near the Park, he gives a few ideas for how the City can manage this. Another concern was the Park and Walk near RV Park on First Street. Citizens worried about vehicles parking and staying there for extended periods of time, ideas of looking into/updating ordinance for these concerns. A forming citizens group has asked to be present to give information on their ideas moving forward as we no longer will have a Police Department for the City but will be contracted with Aberdeen Police Department starting January 1, 2026. Councilmember Skinner reads from the document provided by the Neighborhood Watch Program and gives further information he gathered during the meeting on what their plans are for this group.

Public Works – Councilmember Darcy reports further information regarding the Citizens group as she met with them also. She reports the Annual Dam Inspection has been completed and submitted for the year by PW Lead Donnie Fowler.

CITY OFFICIAL REPORTS

Clerk– Clerk Grove reports the Final Budget has been approved at the last meeting and will be posted in the required places by the end of the month. She also encourages if anyone has questions regarding the Budget, please come into City Hall or reach out to Mayor Springer via email.

Police Chief Report – Chief Layman passes on a citizen’s request for gratitude of Councilmember Darcy who went above and beyond helping her this week. He reports two collisions that happened in the last few weeks on First Street within Cosmopolis. Notifies citizens of the car accident he was involved in on his way home to Raymond in his marked patrol vehicle. Gave thanks to the Raymond Police Department for assisting him and conducting the investigation. Chief Layman gives kudos to Police Clerk, Kasey Grove for all her work completing the Business Audit for their access system. He also shows his support for the forming citizens group within the city as they are taking the initiative to keep their city safe. He also gives his final report stating he has been responsible for over 8,600 calls for Cosmopolis since October 1998, and thanks the community for the opportunity to serve them over the years. Aberdeen gives their call reports and details into a few incidents within the city in December.

Fire Chief Report – Chief Coker reports 341 calls for the year of 2025. The current EMS agreement with Aberdeen expires on December 31st of this year, he gives detail into new 2-year contract they have agreed upon with a rate increase. This is all still in the proposal stages and will need to be approved by Council before going into effect.

Building Inspector – Bill Sidor has no report this meeting.

MAYOR'S REPORT – Mayor Springer reports the closure dates coming up this month and the first week of January. Reminds citizens starting in January Council meetings will return to regular schedule of once a month on the third Wednesday at 7pm. Updated Council meeting calendar will be posted in the

city case at the Cosmopolis Post Office. Gives thanks to partners Grays Harbor County, the City of Aberdeen and our PW Lead Donnie Fowler for all their help and hard work during the weather systems that have happened this month. She also reports she reached out to Aberdeen regarding our Levee as other cities have experienced failures in Washington. They reported no concerns or issues as they consistently monitor this. With these weather systems the Dam did exactly what it is designed to do, there was extensive training provided on Dam protocols and safety checks for PW and Donnie has kept up on all of that. Yearly Dam reports are not required but the city has decided to report yearly. Mayor Springer reports the city was awarded the Periodic Update Grant through the Department of Commerce to get started on updating our Comprehensive Plan. She adds a new council member will be sworn in at our January Council meeting and welcomes Steve Davis. She thanks Councilmember Mark Collett for serving the citizens of Cosmopolis with honesty and integrity throughout his term. She then recognizes Police Chief Layman for his dedicated service to the community over the last 27 years with a prepared statement and presents him with a plaque.

NEW BUSINESS DISCUSSION

- 1. Update on River's Edge Waterfront Townhomes Project** – Kellie Daniels begins to give update on her project and issues she has dealt with regarding the project and the city. During this portion of the meeting that was supposed to be an update on the project, Mrs. Daniels wanted to address council regarding her concerns with fees passed by them. Mayor Springer attempted to redirect Mrs. Daniels to the topic of updating council on the progress of her project and advised this was not a time for discussion on fees. Following this several interactions occurred back and forth amongst Council, Mayor Springer, and Kellie Daniels. *(For further details, please watch meeting recording via City website)*
- 2. Proposed fees for Residential Water/Sewer Connections** – Bill Sidor gives information on these fees not being updated since 1998, he reports they needed to be updated a long time ago and that is why he brought it forward tonight. Councilmember Spargo questions how he came to these fees, Bill Sidor refers him to the email he sent out to all Councilmembers that includes all the information on this. Councilmember Skinner reads information aloud to citizens to better understand these numbers. Bill also clarifies these are fees for new Residential Hook-ups only. Councilmember Winn asks what is considered “outside city limits”, Bill gives more information on that term.
- 3. Surplus of Police Department Items** – Councilmember Skinner informs of multiple items needing to be put for Surplus before end of year as the Police Department is ending. Chief Layman says there is a lot to get done but he wants to get as much done as possible before the end of year. Other cities have expressed interest in multiple items, and he is willing to get as much out as he can before December 31. Councilmember Skinner recommends council moves forward on this tonight.

PUBLIC COMMENTS – Citizen comments regarding the Police Department surplus of items and is in full support of giving Chief Layman authority over handling this. Another citizen asks Councilmember Skinner for advice on moving forward when hitting roadblocks while working with the city, and how to get the help needed from Council if that isn't available at these meetings. Councilmember Skinner addresses comment with his advice. Discussion proceeded amongst Council, Mayor Springer, Citizen,
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and Cosmopolis City Attorney. *(For further details, please watch meeting recording via City website)*
Citizen makes comment regarding his thoughts on updating fees and the little time he sees given ahead of time when making these updates, and an idea moving forward when working on updates like this.

NEW BUSINESS – Council Action

- 1. Vote to approve Resolution 2025-16 Residential Sewer Connection Fees** – Councilmember Darcy moves to approve Resolution 2025-16 Residential Sewer Connection Fees, Councilmember Skinner seconded.
Motion passed unanimously
- 2. Vote to approve Resolution 2025-17 Residential Water Connection Fees** – Councilmember Darcy moves to approve Resolution 2025-17 Residential Water Connection Fees, Councilmember Skinner seconded.
Motion passed unanimously
- 3. Vote to approve Surplus of Police Department Items** – Councilmember Collett motioned to approve Surplus of Police Department Items, Councilmember Skinner seconded. Including an amendment to include giving Chief Layman full authority to make best decisions for the city.
Motion passed unanimously

PUBLIC COMMENTS – Citizen comments to show support of Aberdeen Police Department contracting with the city, he believes we will be in good hands as he had a situation occur near his home and they did a great job handling that. Another citizen who is part of the new community program makes comment to inform citizens they can reach out to cosmopoliscommunitycares@hotmail.com for more information, or to get involved with this committee. A third citizen gives thanks to Mark Collett for his service to the city as a councilmember, then gives extreme gratitude and thanks to Chief Layman for all he has done for the city during his employment. He adds the city will never be able to replace him. A fourth citizen comments in response to previous discussion during Public Comment time, asking how certain fees were derived that were voted on and passed at the last council meeting. She requests further transparency and better communication amongst council, administration, and business developers.

COUNCIL COMMENTS – Councilmember Skinner comments that one of the best parts over the last two years since he took office has been the working environment he has had with Chief Layman, he commends the Chief on his character and dedication to this city. He wishes him the best and says he will be very missed.

Councilmember Winn addressed some of the concerns of Mrs. Daniels, encourages her to reach out to him as he is happy to further discuss her issues and try to aid in solving issues she has come up against. He also reminds everyone of the OPMA in Washington State and rules that Councilmembers must follow while holding Office. He also thanks Chief Layman for his service and representing the City of Cosmopolis over the years.

Councilmember Spargo gives thanks to Councilmember Collett for serving on Council for the last 4-years. He also gives thanks to Chief Layman and wishes everyone Merry Christmas and Happy New Year.

Councilmember Darcy wishes the best to Councilmember Collett, she gives special thanks to Chief Layman for being there for her in difficult times.

Councilmember Collett shows his appreciation to Chief Layman for his service to the city. He says it has been an honor to serve on this Council, there have been hard times faced and they have handled them head on. An honor to serve alongside Mayor Springer, the administration staff, and serving the city of Cosmopolis. He had hoped for a different outcome in the election and had hoped to ride through with Cosmopolis to better times. He congratulates the new Councilmember Steve Davis and shares his hopes moving forward.

Mayor Springer notifies of the reception being held for Chief Layman in January and encourages everyone to attend.

Councilmember Skinner moved to Adjourn the meeting; Councilmember Collett seconded. Meeting adjourned at 8:34PM.

DRAFT



1300 First Street / PO Box 2007
Cosmopolis, WA 98537
(360) 532-9230
www.cosmopoliswa.gov

MEETING MINUTES FOR SPECIAL CITY COUNCIL MEETING

Date: Monday, December 22, 2025

Time: 4:00 PM

Location: Cosmopolis Community Center located in the Cosmopolis City Hall

Mayor Springer calls the meeting to order at 4:00PM and takes Roll Call

PRESENT: Councilmember Darcy, Councilmember Skinner, Councilmember Spargo, Councilmember Winn *via Zoom*. Councilmember Collett was unable to attend.

Purpose of the Special Meeting:

The City Council will consider and act on **authorization to apply for a Historic Cemetery Grant through the Washington Trust for Historic Preservation**. Mayor Springer explained that this particular grant asked for council approval to apply for the grant. The goal of the grant is to get a new roof on the building, windows, doors, paint, and a kiosk. The grant can be awarded up to \$50,000.00. Mayor Springer is asking council to vote to approve her applying for this grant for our cemetery.

Councilmember Spargo motioned to go forward with applying for the grant; Councilmember Darcy seconded. There was no discussion.

Motion passed unanimously.

Meeting adjourned at 4:04PM



COSMOPOLIS FIRE DEPARTMENT

PO Box 2007 / 111 D Street Cosmopolis, WA. 98537

Jacob Coker, *Fire Chief*

City Council Report 01/21/2026

I apologize for not being able to attend the City Council meeting tonight as I am out of town this week.

Calls for service

Cosmopolis Fire Department had a total of 351 calls for service for the year 2025. For the month of January 2026, we are at 11 calls for service as of 01/18/2026

Fire Academy

We currently have one member in the Regional Direct Fire Academy that South Beach Regional Fire Authority is hosting. This member is Very excited to learn and is doing very well.

Grays Harbor EMS- EMT Certification Course

We currently have 3 Members in the EMT class that is being hosted at the GH EMS office. These 3 members are working hard on learning Emergency medicine on a BLS level (EMT). The 3 members participating in this course are working hard and doing a great job.

I would like to thank the 4 members that are dedicating their time for roughly 5 months completing this training to be able to better serve this community. They have agreed to long hours, lots of hard work and dedication to getting this completed, but I have no doubt that they will conquer the tasks and comeback and service the community with professionalism and pride.

EMS Agreement

The 2026-2027 EMS Agreement with Aberdeen Fire Department has been placed on hold for the time being, as we were notified of a change with EMS utility rates in the City of Aberdeen. During discussion with Aberdeen, we will be proposing a 6-month EMS agreement that Mirrors the 2025 EMS Agreement to the council. During this 6-month agreement The City of Cosmopolis and The City of Aberdeen will Negotiate a new agreement to propose to both councils.

Respectfully,

Jacob Coker, Fire Chief

"A Community Partnership"

Phone (360) 532-6429
E-Mail cosifire@cosmopoliswa.gov

Fax (360) 533-1967

Tara Dunford, CPA
Certified Public Accountant

taradunfordcpa@yahoo.com

(253) 273-4379

December 30, 2025

Linda Springer
City of Cosmopolis
1300 1st Street
Cosmopolis, WA 98537

Thank you for requesting my assistance with your accounting needs. The purpose of this letter is to outline the services to be provided and give you an estimate of the time it will take.

You have requested that I assist the City by providing technical accounting assistance on an as-needed basis. This may include, but is not limited to:

- Preparation of budget documents and analysis
- Preparation of financial reports, as requested
- Other technical accounting and financial tasks, as assigned

My Responsibilities

The objective of the engagement is to apply accounting and financial reporting expertise to assist you with assigned projects and tasks.

I will conduct the engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence and due care.

The engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the city or noncompliance with laws or regulations. However, I will inform you of any material errors or evidence of fraud that come to my attention during the engagement. In addition, I will inform you of any evidence or information that comes to my attention during the preparation process regarding any wrongdoing within the city or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. I have no responsibility to identify and communicate deficiencies or material weakness in your internal control as part of this engagement.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that my responsibility is to assist you with accounting and financial reporting. You have the following overall responsibilities that are fundamental to my undertaking the engagement in accordance with Statements on Standards for Accounting and Review Services:

1. The prevention and detection of fraud.
2. To ensure that the city complies with the laws and regulations applicable to its activities.
3. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgements, that you provide to me for the engagement.

Other Relevant Information

I am solely responsible for performing the engagement. Work will be performed primarily from my home office, with visits to your office as needed. Fees for these services will be based on the actual time spent at an hourly rate of \$205/hour. Actual hours worked and billed shall not exceed 100 hours or \$20,500 for calendar year 2026. Travel will be billed in addition, at a rate of \$350 per day. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before additional costs are incurred. Invoices for these fees will be rendered each month as work progresses and are payable within 30 days.

This agreement shall expire on December 31, 2026.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of the engagement. If you have any questions, please let me know. If you acknowledge and agree with the terms of the engagement as described in this letter, please sign it and return a copy.

Sincerely,

Tara Dunford

Tara Dunford, CPA

Acknowledged:

City of Cosmopolis

Linda Springer, Mayor

Date

ORDINANCE NO. 1403

**AN ORDINANCE FOR THE CITY OF COSMOPOLIS,
WASHINGTON RELATING TO BUSINESS AND
OCCUPATION TAX, AMENDING TITLE 3 OF THE
COSMOPOLIS MUNICIPAL CODE, AND PROVIDING
AN EFFECTIVE DATE AND SEVERABILITY.**

R E C I T A L S:

WHEREAS, ESSB 5814 (Engrossed Substitute Senate Bill) was recently passed by State Legislature; and

WHEREAS, ESSB 5814 amends RCW (Revised Code of Washington) 35.90 relating to business licensing; and

WHEREAS, the City Council for the City of Cosmopolis finds it appropriate to amend the Cosmopolis Municipal Code, Title 3, regarding business licenses and registration;

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF COSMOPOLIS:

Section 1. Section 3.44 CMC shall be and is hereby amended to read as follows:

Chapter 3.44 – Business and Occupation Tax

3.44.050 Tax payable quarterly.

The taxes imposed under this chapter shall be due and payable quarterly. The taxpayer, on or before the fifteenth day of the month, after the end of the quarter, as designated by the city clerk, shall make out a return, upon the forms and setting forth such information as the city clerk may require, showing the amount of tax for which he is liable for the proceeding quarter, together with a remittance for such amount in the form required.

(Ord. 699 § 4, 1979).

3.44.060 Licenses—Threshold exemption—Definition of "engaging in business."

(1) Every person engaging in business in the city shall purchase from the city clerk a business license, unless such person qualifies for the threshold exemption set forth in subsection (2) below.

(2) (a) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ~~two~~ four thousand dollars and who does not maintain a place of business within the city, shall submit a business license registration to the clerk-treasurer or designee. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

(b) Beginning on January 1, 2026, the threshold amount is \$4000 [or higher threshold as determined by city]. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "Western Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight-month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

(c) For cities partnering with the Washington State Department of Revenue Business License Service, notice of any threshold change adopted pursuant to this section shall be provided at least seventy-five (75) days prior to its effective date, and for cities partnering with FileLocal, notice of any expected system change shall be provided no later than August preceding the effective date.

(3) (a) "Engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(b) This section sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the city without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the facts and circumstances and applicable law.

(c) Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

(i) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.

(ii) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the city.

(iii) Soliciting sales.

- (iv) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
 - (v) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
 - (vi) Installing, constructing, or supervising installation or construction of, real or tangible personal property.
 - (vii) Soliciting, negotiating, or approving franchise, license, or other similar agreements.
 - (viii) Collecting current or delinquent accounts.
 - (ix) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
 - (x) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
 - (xi) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
 - (xii) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
 - (xiii) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.
 - (xiv) Investigating, resolving, or otherwise assisting in resolving customer complaints.
 - (xv) In store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
 - (xvi) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
- (d) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license:
- (i) Meeting with suppliers of goods and services as a customer.
 - (ii) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
 - (iii) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
 - (iv) Renting tangible or intangible property as a customer when the property is not used in the city.

(v) Attending, but not participating in a "trade show" or "multiple vendor events." Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances.

(vi) Conducting advertising through the mail.

(vii) Soliciting sales by phone from a location outside the city.

(e) A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the city. Such activities do not include those in subsection (d).

(f) The city expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

(Ord. 1006 § 1, 1995; Ord. 711 § 1, 1979; Ord. 699 § 5, 1979).

(Ord. No. 1328, § 1, 12-5-2018)

Editor's note(s)—Ord. No. 1328, § 1, adopted Dec. 5, 2018, amended § 3.44.060 and in so doing changed the title of said section, as set out herein.

3.44.070 Enforcement.

(a) The clerk shall suspend the license of any person who fails to make tax returns required by this chapter. The suspension will be preceded by at least a thirty days' notice of the intention to do so.

(b) It is unlawful for any person to operate a business within the city without a business license, and separate violation shall occur for each day that the business is operated.

(c) It is unlawful for any person to knowingly falsify any return required under this chapter.

(Ord. 699 § 6, 1979).

3.44.080 Violation—Penalty.

Unless otherwise specifically provided, any violation of this chapter shall be a misdemeanor.

(Ord. 1109 § 4(part), 2001; Ord. 699 § 7, 1979).

Section 2. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or

phrases had been declared invalid or unconstitutional, and if for any reason this Ordinance should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

Section 3. This Ordinance shall take effect upon the first day of January, 2026.

Section 4. CORRECTIONS. Upon approval of the Mayor and City Attorney, the CFO/City Clerk and the Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors, references to other local, state, or federal laws, codes, rules, or regulations, or ordinance number and section/subsection numbering.

**PASSED BY THE CITY COUNCIL OF THE CITY OF COSMOPOLIS,
WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21st DAY OF
JANUARY, 2026.**

CITY OF COSMOPOLIS:

Linda Springer, Mayor

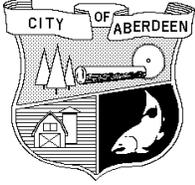
APPROVED AS TO FORM:

Christopher John Coker, City Attorney

ATTEST/AUTHENTICATED:

City Clerk, City of Cosmopolis

PUBLISHED: _____



**2026 AGREEMENT
EMERGENCY MEDICAL SERVICES
between
CITY OF ABERDEEN
and
CITY OF COSMOPOLIS**

January 1, 2026 through June 30, 2026

THIS AGREEMENT is between the City of Aberdeen for its Fire Department (“Aberdeen”), a Washington municipal corporation, and the City of Cosmopolis (“Cosmopolis”), a Washington municipal corporation.

Cosmopolis hereby retains Aberdeen provide the services described below, specifically advanced emergency medical services. Any inconsistency between this Agreement and the Scope of Work will be resolved in favor of this Agreement. Aberdeen will perform the Work according to the terms and conditions of this Agreement.

TERMS AND CONDITIONS:

1. Scope of Work - Emergency Medical Services.

1.1 Respond to emergency medical calls. Aberdeen agrees to respond to emergency medical calls within the city limits of Cosmopolis. Aberdeen shall perform all necessary services in regard to responding to any such call.

1.2 Prior right for service. The services provided by Aberdeen shall be subject to the prior right of Aberdeen to the use of any and all EMS personnel and equipment for the purpose of responding to EMS calls within the corporate limits of Aberdeen and its other service areas.

1.3 Level of Response. The officer in charge of the fire department, or any unit thereof, shall exercise his/her judgment, from the information received, as to the amount and type of equipment which may be needed in Cosmopolis at the time information is received, that a medical emergency exists in said areas, the appropriate Aberdeen equipment needed to respond, and the amount and type of equipment which may be spared from Aberdeen at the time.

1.3.1 Aberdeen will initially stand-by for public/lift assistance, unknown if injury motor vehicle accidents, and unknown if injury or medical issue type calls. Aberdeen will respond if an injury or illness is found to have

occurred. Aberdeen may choose to initially respond to these incidents based on dispatch information.

1.4 Discretion. Aberdeen's determination of available resources and appropriate level of response are entirely within its sole discretion and no action or inaction on the part of such commanding officer of the fire department, or any unit thereof, shall create any liability against Aberdeen or such individual.

2. Compensation.

2.1 Base Compensation. Cosmopolis shall pay a monthly availability charge of \$27.29 for each non-exempt utility user classification. Cosmopolis shall provide documentation showing the number of utility users within its jurisdiction within 5 days of the commencement of this Agreement and then by October 1st of each year for the following year.

2.1.1 Availability fee changes. In the event that Aberdeen increases or decreases the EMS availability fee, Aberdeen will notify Cosmopolis in writing of the change with a minimum of 30 days notice.

2.2 Additional compensation - patient transportation. In addition to the emergency medical response described above, in the event of transportation of individual EMS patients by Aberdeen, Aberdeen may charge Cosmopolis at the current rates adopted by the Aberdeen City Council.

2.3 Invoices and due dates. Aberdeen will invoice Cosmopolis the monthly EMS availability fee on or about the first day of each month, and those invoices are payable within 30 days of receipt of the invoice.

3. Term. The term of this agreement will be January 1, 2026 through June 30, 2026, unless sooner terminated as provided in this Agreement.

3.1 Termination for Cause. This agreement may be terminated for cause for violation of any material term of this agreement. Any violation of the other provisions of this Contract must be corrected. Written notice of contract violation will be provided to the offending party who will have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause. In lieu of terminating this contract, the parties may agree in writing to alternative corrective measures.

3.2 Termination on Mutual Agreement. The parties may agree in writing to terminate this contract at any time.

3.3 Termination for Convenience. Either party may terminate this contract with ninety (90) days written notice.

- 3.4 Effect of Termination.** Termination does not affect amounts earned up to the effective date of termination.
- 4. Nondiscrimination.** Neither the Consultant nor any person acting on behalf of the Consultant will not by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.
- 5. Indemnification.** The parties will indemnify each other against actions, liabilities, loss, damages and expenses resulting from injury or death of any person or loss of or damage to any tangible real or tangible personal property to the extent that such injury, death, loss or damage is proximately caused by the indemnifying party's negligent act or omission or intentional misconduct or that of its agents, employees or subcontractors in connection with the performance of its obligations under this Agreement, provided that the indemnifying party has been notified in writing as soon as practicable of any such claim.
- 5.1 No third party beneficiaries.** It is expressly understood and agreed that neither Aberdeen nor any of its officers, agents or employees shall be liable in damages to Cosmopolis or to any resident thereof or property owner therein or to any third party for failure in the performance of this agreement in any respect.
- 5.2 Workers Compensation Limited Waiver of Immunity.** It is specifically understood that the indemnification provided constitutes the waiver of the parties' waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause will survive the termination or expiration of this agreement and will continue to be in effect for any claims or causes of action arising at any time.
- 6. Insurance.** Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance, or lack thereof, of insurance and/or self-insurance shall not limit the liability of any party.

7. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the authorized representatives of the parties as identified in Section 10 of this Agreement.
8. **Independent Contractor.** Nothing in this Agreement shall construe Aberdeen or any of its employees or agents to be the employees, agents, or representatives of Cosmopolis. Aberdeen shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein.
10. **Written Notice.** All communications regarding this Agreement will be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice will become effective as of the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address specified in writing:

CITY OF ABERDEEN

200 East Market Street
Aberdeen, WA 98520
Attn: Fire Chief
Tel: (360) 537-3262

CITY OF COSMOPOLIS

PO Box 2007
Cosmopolis, WA 98537
Attn: Mayor
Tel: (360) 532-9230

11. **Nonwaiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances will not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same will be and remain in full force and effect.
12. **Attorney's Fees, Governing Law and Venue.** In the event of any litigation arising out of this Agreement, the prevailing party will be reimbursed for reasonable attorneys' fees from the other party. This Agreement will be governed by and construed in accordance with the laws of the state of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement will be in Grays Harbor County Superior Court.
13. **Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

14. Entire Agreement. This Agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

THE PARTIES have executed this Agreement on the _____ day of _____, 20____.

CITY OF ABERDEEN

CITY OF COSMOPOLIS

Douglas Orr, Mayor

Linda Springer, Mayor

Attest:

Attest:

City Clerk

City Clerk