

WORKSHOP & REGULAR COUNCIL MEETING AGENDA

Fire Hall - 111 D Street

February 15, 2023 at 6:30 PM

1. 6:30 P.M. WORKSHOP TO DISCUSS BUILDING PERMITS

- 2. FLAG SALUTE PLEDGE OF ALLEGIANCE
- 3. CALL TO ORDER ROLL CALL
- 4. APPROVAL OF AGENDA
- 5. PRESENTATION Central Grays Harbor Regional Fire Authority <u>A.</u> Central Grays Harbor Fire Authority Presentation
- 6. SWEAR IN OFFICER BAILEY
- 7. PUBLIC COMMENTS

8. CONSENT AGENDA

- A. Claims Vouchers
- **B.** Meeting Minutes
- 9. COMMITTEE REPORTS

10. CITY OFFICIAL REPORTS

- A. Police Chief Report
- **B.** Fire Chief Report
- C. City Administrator Report
- 11. MAYOR'S REPORT

12. NEW BUSINESS

- A. Joint Resolution Central Grays Harbor Fire Authority
- **B.** Police Surplus Items
- C. Petition for Street Vacation
- D. Parks Grants First Street Flower Pots, Makarenko Garden Plots
- **E.** VFW Banner Donation
- F. Interlocal Agreement for Emergency Vehicle Operation Course Training
- G. DNR Interagency Agreement
- H. Navigator Position
- L. Cemetery Mowing Agreement
- 13. COUNCIL COMMENTS

14. PUBLIC COMMENTS

Public comments may be made in-person during the meeting. If unable to attend, please submit comments to jpope@cosmopoliswa.gov by noon on meeting day.

If you are unable to attend the meeting in person, you may join with the following Zoom Information

https://us02web.zoom.us/j/81093456776?pwd=RE54bnBEeGxIUEhqNzBOb0piWm5EUT09

Webinar ID: 810 9345 6776 Passcode: 667854 Phone Number: (253) 215-8782





Section 5, ItemA

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Central Grays Harbor Regional Fire Authority Plan

Participating Agencies: Aberdeen Fire Department Cosmopolis Fire Department Hoquiam Fire Department

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Section 5, ItemA.

WHAT IS A REGIONAL FIRE AUTHORITY

- Allows differing governments to share in administering & operating a fire department
- Provides some flexibility in funding options
- Facilitates the creation of a regional fire department based on service standards set by elected officials
- Requires a plan to be created and adopted by policy-makers, then presented to and approved by voters
- Establishes a governance board made up of elected officials. These at large positions will elected from citizens of all three cities

WHY A REGIONAL FIRE AUTHORITY?

Section 5, ItemA.

- Economies of Scale can be gained
 - Vehicle Repair & Maintenance
 - Joint Purchasing/Standardization
- Resets the tax base in the region for equity between agencies
- Services can be enhanced by design Proactive outreach
- Resources can be shifted to reflect risk Pooled resources provide depth of response across system

- Fire Investigation Team
- Regional Logistics Division and Command Officer
 Response
- Leverage strength of each agency, minimize weaknesses
- Sustainability Personnel and provision of service for future

HOW IS THIS PLAN DIFFERENT FROM THE PREVIOUS PLAN?

- COSMOPOLIS HAS BEEN ADDED TO THE PLAN TO INCLUDE OUR VOLUNTEER BASE
- FUNDING MECHANISMS ADJUSTED
- THE GOVERNANCE HAS CHANGED THREE (3) AT LARGE ELECTED OFFICIALS FROM WITHIN THE BOUNDARIES OF THE RFA
- TRANSFER OF ASSETS

HOW WOULD THE RFA BE FUNDED?

Section 5, ItemA

- TAX LEVIES The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050 (1)(b) at the initial tax levy rate of \$1.50 per thousand of assessed valuation.
- AMBULANCE UTILITY FEE Pursuant to RCW 35.21.766, the RFA may create an ambulance service to be operated as a public utility where existing ambulance service is not adequate.
- TRANSPORT FEES The RFA Board will charge and collect transport fees in accordance with policies adopted by the RFA Governing Board.
- SERVICE CONTRACTS To the extent permitted by law, the RFA Governance Board shall have the authority to purse and contract with agencies and entities exempt from property taxes in accordance with RCW 52.30.020 and related statutes.

GOALS FOR AN RFA

- Maintaining quality fire and emergency medical services while improving Citizen and Firefighter Safety
- Providing stable and sustainable funding
- Improving efficiency and effectiveness of operations
 - More Firefighters on scene earlier increase Rescue and Suppression Efforts
 - Provide a more substantial staffed department capable of seamlessly handling increased call volume to fire and EMS calls
- Promoting future growth within the organization
- Providing a representative governing board. An RFA would meet increased demand and changing needs for services while creating a sustainable funding model for the future.

Section 5, ItemA.

WHAT'S NEXT?

Once each City adopts the plan:

- Plan published on City Websites
- Educational open houses will be held in all three cities
- Informational inserts in utility bills
- Ballot measure will be in April 2023
- Commissioner positions voted in November 2023
- RFA effective start date will be January 1, 2024

Central Grays Harbor Regional Fire Authority Plan

Section 5. ItemA

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QUESTIONS?

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REGULAR COUNCIL MINUTES Council Chambers – 1300 First Street January 18, 2023 at 7:00 PM

1. FLAG SALUTE - PLEDGE OF ALLEGIANCE

2. CALL TO ORDER - ROLL CALL

PRESENT: Councilmember Candice Makos, Councilmember Stana Carlisle, Councilmember Jim Ancich, Councilmember Ray Robinson, Councilmember Miles Wenzel

3. APPROVAL OF AGENDA

Mayor Pauley asked to adjust the meeting. He would like Item G under New Business to right after Public Comments on Agenda items.

Councilmember Ancich made a motion to amend. Seconded by Councilmember Carlisle. Motion carried.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

Motion made by Councilmember Carlisle to approve the agenda as amended, Seconded by Councilmember Ancich. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

4. PUBLIC COMMENTS

No comments

5. CONSENT AGENDA

Motion made by Councilmember Makos to approve the consent agenda, Seconded by Councilmember Robinson. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

6. COMMITTEE REPORTS

Parks - Councilmember Carlisle stated they met to discuss the grant with Friends of Highland Park

Public Safety - Councilmember Wenzel stated they met with police and fire to discuss a city chaplain, new officer recruitment, RFA meetings, recap of responses for the Fire Department in December, and they discussed computer equipment needed for the fire department.

7. CITY OFFICIAL REPORTS

City Administrator - Administrator Raines thanked everyone who helped with the remodel on the Fire Department. He requested a parks committee meeting to discuss banners that the VFW would like to donate. The banners would be for fallen service members from Cosmopolis and the surrounding areas. He gave an update on the Mill Creek Multi Objective Plan. This is a 100% grant from the flood authority.

Police - Detective Miskell stated that there are two conditional offers for new officers. On even of the result of the recruitment bonus which will be discussed under new business. Call volume is within 100 from what it was last year. One of the reserves lent the use of a bucket truck to help run the wiring for the internet. Reserve Jeff Seeman has donated 5 computers to the police department. He stated the computers in the patrol cars are agiing.

Fire - Chief Falley stated they have made a lot of progress in remodeling the fire hall for the police to temporarily move in. They had the director of 911 to do some training. We have 5 members on the books and one more applicant that has completed his paperwork. Chief Falley would like to appoint Mark Tarabochia to Deputy Chief. He is looking at getting a grant to replace bunker gear. It has a five percent match. Councilmember Wenzel made a motion to authorize the fire department to seek an AFG grant to replace bunker gear with a 5 percent match. It was seconded by Councilmember Carlisle. Motion carried. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

Finance - Director Pope stated the Xpress Bill Pay software was set up last Thursday. The audit is almost done. With the lateral new hire, he would like to have his vacation and longevity set up with his years of service as an officer. Councilmember Makos made a motion to approve. Seconded by Councilmember Wenzel. Motion carried. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel.

Public Works Superintendent - They have installed 55 meters this month. They have 350 left.

8. MAYOR'S REPORT

Mayor Pauley stated that he will appointing a new fire and police chief tonight. He stated Nick Falley has been integral in rebuilding the fire department. Heath accepted the offer to serve as police chief. Final king tides of the season are coming this weekend. We are not expecting any flooding. Recently the community lost Frank Majeski. He served on the Council from 2003 to 2007. He will be missed. We received 24 acres of property from the Druzianich family. It is to be used for a park area. We will be submitting funding requests from the Department of Recreation and Conservation office. The RFA planning is continuing to meet. There will be one tomorrow. The plan is not finalized at this time. Council Committee assignments will be done at the next meeting. The council will need to elect a mayor pro tempore at the next meeting.

9. EXECUTIVE SESSION - Qualifications of an applicant for public employment (RCW 42.30.110(1)(g)

Mayor Pauley stated the executive will last for fifteen minutes to return at 7:52 p.m. The meeting started at 7:37 p.m. reconvened at 7:53 p.m.

10. NEW BUSINESS

A. 2023 Connections Agreement

Motion made by Councilmember Ancich to approve the agreement, Seconded by Councilmember Robinson. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Wenzel

B. Landscaping Agreement

Motion made by Councilmember Wenzel to approve the agreement, Seconded by Councilmember Robinson. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

C. Police Chief Employment Agreement

Motion made by Councilmember Makos to approve the agreement, Seconded by Councilmember Carlisle. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

D. Fire Chief Employment Agreement

Motion made by Councilmember Wenzel to approve the agreement, Seconded by Councilmember Carlisle. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

E. Police Chief Confirmation

Mayor Pauley appointed Heath Layman as police chief.

Motion made by Councilmember Carlisle to confirm Heath Layman as police chief, Seconded by Councilmember Robinson. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

F. Fire Chief Confirmation

Mayor Pauley has appointed Nick Falley as Fire Chief.

Motion made by Councilmember Wenzel to confirm Nick Falley as Fire Chief, Seconded by Councilmember Robinson. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

G. Friends of Highland Park Grant for Lions Club Park

Linda Springer asked for Council permission for the Friends of Highland Park in conjunction with the Lions Club to get a grant to put in a covered area in Lions Park.

Motion made by Councilmember Carlisle to approve, Seconded by Councilmember Wenzel. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

H. Police Recruitment Signing Bonus Agreement

Motion made by Councilmember Wenzel, Seconded by Councilmember Carlisle. Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Wenzel

11. COUNCIL COMMENTS

Councilmember Makos - She thanked Chief Falley.

Councilmember Ancich - He asked to have a workshop prior to the next meeting to discuss building permits for windows, siding, and roofs.

Councilmember Robinson - He congratulated the new chiefs.

Councilmember Wenzel - He thanked Linda for the grant application. He congratulated Chief Layman and Chief Falley on their confirmations.

12. PUBLIC COMMENTS

Linda Springer - She spoke about Ed VanSyckle's dedication to the city and all the volunteer hours he has performed. She would like an Ed VanSyckle day in the City with a celebration.

Ed VanSyckle - He stated he volunteers because he enjoys it and doesn't want any special accolades.

Joe Gebauer - He congratulated Nick Falley as Fire Chief and Mark Tarabochia as deputy chief.

Mark Tarabochia - He stated the citizens are getting a full-time chief at a part-time salary. Nick has the ability to make things happen.



PUBLIC MEETING - FIRE AUTHORITY MINUTES

Council Chambers – 1300 First Street

January 05, 2023 at 6:00 PM

1. CALL TO ORDER - ROLL CALL

PRESENT: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

2. PUBLIC DISCUSSION - FIRE AUTHORITY

Mayor Pauley stated this is for the Cosmopolis residents to get their thoughts regarding the Central Grays Harbor Fire Authority. He reminded everyone that the plan is not finalized at this time. There will be numerous public meetings prior to the plan being finalized.

McNall Mason asked how the vote works. Mayor Pauley stated it would be all three cities cumulatively.

Councilmember Ancich asked when the Council has to vote on the plan to be put to ballot. Mayor Pauley stated it would be at the next Council meeting.

Carl Sperring asked if the Council will have the financial numbers. Mayor Pauley stated the final plan with have the information. Mr. Sperring asked if the citizens will have access to the information prior to the Council meeting. Mayor Pauley stated it should be in the agenda packet.

Ed Van Syckle asked if all three city councils have to approve the plan. Mayor Pauley stated yes that all three are required to approve it if it is to go on the ballot.

Mason McNall asked what services Cosmopolis would get out of the RFA. Mayor Pauley stated that all stations would all go to the RFA. He said it is not specifically outlined as to what personnel would be at the Cosmopolis station. Most of the specifics would be decided by the RFA commission after approval by voters.

Linda Springer asked about who would be representing Cosmopolis on the commission. Mayor Pauley stated that it would be up to the voters. Councilmember Wenzel stated the vote would happen after approval of the RFA.

Ed Van Syckle asked how long the terms would be for the commissioners. Chief Miller stated that terms will stagger. One person will get 2 years, another gets 4 years, and the last would be six years to create the stagger. After the initial term, all terms would be six years. Mayor Pauley stated that this is state law.

John Bramstedt asked if the plan currently have expansion for personnel. Mayor Pauley said additional staff would be proposed and planned. Chief Golding said Aberdeen is adding three new personnel this year.

Jeannine Bramstedt asked if at the next meeting will they be discussing what it will take to cover Cosmopolis. Chief Golding stated it had already been discussed. Mayor Pauley stated the plan had been modified since Cosmopolis has joined the discussion.

John Bramstedt asked if the nearest manned station would be the South Side station. Mayor Pauley stated volunteer staff would be in Cosmopolis. Chief Miller stated the volunteer staffing would be enhanced and would have volunteer shifts so that there would always be someone here at all times.

Jeannine Bramstedt asked who the volunteers will answer to. Chief Golding stated there would be a volunteer coordinator that would oversee the volunteers. Chief Miller said the volunteers would fall into the ranks of the other firefighters. Chief Golding stated the volunteers would respond to all areas, not just Cosmopolis. **Tom Distler** asked if the Council already made the decision to join the RFA. Mayor Paule the council voted to be part of the planning. Councilmember Wenzel stated that at the next meeting, the Council will be asked to approve the RFA to be put on the ballot for voters. Chief Miller stated that all three councils have to approve it. If one city votes no, the whole plan dies.

Linda Springer asked if there would be an official vote at the next Council meeting and how will the citizens get the information. Mayor Pauley said yes. Councilmember Wenzel said it would be on the agenda for the next Council meeting.

Carl Sperring asked if our current EMS charge disappear and is it paid for by property taxes. Mayor Pauley stated property taxes would be taken from the City and go to the RFA. The EMS fees may still be on your bill but would go to the RFA.

Jeannine Bramstedt asked if the three cities approve the plan if we would have to pay Aberdeen until the plan is up and running. Mayor Pauley stated that the City would maintain until the RFA takes over. Chief Miller said the RFA doesn't collect anything until January 1, 2024. Chief Golding stated that during the first year, the City will have to help support the RFA.

Mason McNall asked how the city would bolster the RFA. Mayor Pauley stated it means the City will fund everything and keep adding volunteers until the RFA takes effect, but the agencies would act as those the RFA was in effect.

Ed Van Syckle said it was stated that we wouldn't have the same service at higher cost but we would be getting more services at a higher costs. Mayor Pauley stated it will be more streamlined and we would access to more staff if the RFA passes. Mr. Van Syckle stated his point is we get more benefits for more money.

Mason McNall asked if we would only be staffed by volunteers. Mayor Pauley stated that initially we would but it would adjust and grow. As it grows we would have better training and more comprehensive services.

Mason McNall asked if the plan lays out what we have now and what we would have in the future. Mayor Pauley stated that it is not. It would be up to what funds are collected and what the commissioners have in mind for the future. Chief Miller stated the RFA would get volunteers from all over Grays Harbor not just Cosmopolis. Mason asked if it is difficult to leave the RFA. Mayor Pauley stated it is possible. Chief Miller hopes the RFA will help with recruitment and retention.

Carl Sperring asked if it would help with retention if we were able to get people who grew up here and lived here. Chief Miller said it would help enhance the attractiveness of the department.

Mayor Pauley stated the next Council meeting will be to vote on the plan. In April, the citizens will vote on whether or not to approve it. There will be multiple public meetings to discuss this prior to the election.

Mason McNall stated there aren't a lot of calls in Cosmopolis so we won't have more fire department personnel here. Mayor Pauley stated it would take a lot of money to have a fully staffed department in Cosmopolis. Mason asked what happens if the RFA fails. Mayor Pauley stated we would continue to build our volunteer department.

Councilmember Ancich stated he asked for this meeting. He said he didn't realize that the financial side was not ready. He suggested everyone go to the RFA meeting to find out more information.

Linda Springer stated the chiefs have provided a lot of information. She stated that she supports the RFA. It is unrealistic for us to think we can have our own fire department.

Kim Gherna asked for clarification on when the RFA starts. Is it on passage or January 1, 2024? Chief Golding stated the after passage it will become in existence on January 1, 2024. Also if it passes, we will start operating as the RFA. You would see enhances prior to January 1. Kim stated that elected good commissioners would determine what this will look like in the future.

Ed Van Syckle stated that some people believe volunteers are an advantage over the RFA. He asked if they can compare response time from the South Side station versus volunteers from Cosmopolis. Chief Golding stated an engine can get to Cosmopolis in four minutes. Their medic unit has arrived either just prior to or at the same time as volunteers in the past. Mark Tarabochia

stated that he has responded to a call the night before from home. He said he was four mine behind Aberdeen. If he had responded from the station it would have been much better. Nick Falley stated that he and Mark are averaging a 10 minute response time from home.

Steve Davis stated he is pro RFA but it is expensive. He said it is about funding our whole system as it is on the verge of collapse. He asked what we are going to get for the money and we need to get our culture back.

Mason McNall asked if the plan has someone to help promote recruitment of paid and volunteer staff. Chief Golding states they have someone who does outreach.

Chief Golding stated the RFA will streamline costs. Maybe we don't need all of the vehicles we have. There are opportunities to save money through combined purchases.

John Bramstedt asked if all three cities pay the same. Mayor Pauley stated that everyone would pay the same availability fee. The property tax rate would be the same in all three cities for the RFA.

Ed Van Syckle asked if the RFA be a county government controlled and the cities supplying administrative positions where needed. Mayor Pauley stated it would be like a school district. They have their own commissioners and operate separately. It is not county controlled.

Linda Springer asked if people would be able to ask questions via zoom. Director Pope stated the planning committee meetings are run by the Hoquiam finance director.

Steve Davis stated that Chief Hubbard said Aberdeen needs \$55 million in new facilities. He wanted to know how it would be funded. He also asked if the RFA picks up the liability from LEOFF 1 retirements. Chief Golding stated the LEOFF 1 liabilities would be retained by the cities. He said Aberdeen does not have the bond capacity to fund new facilities. The current fire stations will be retained by the cities and the RFA will lease them. If the RFA builds facilities in the future, the current stations will go back to the Cities.

Jeannine Bramstedt asked if the volunteers be hired and trained by the RFA coordinator or by the cities. Chief Golding stated it would be the RFA. The City would only provide admin services for the volunteers.

Mayor Pauley stated the next RFA Planning meeting will be here next Thursday. Public Comment will be allowed. The next Council meeting will be on the 18th.

Chief Golding thanked everyone for coming. He stated that in previous RFA attempts the other meetings never had this many attendees.

Chief Miller encouraged everyone to reach out with any questions.

Destiny Chilcote asked if businesses will be taxed differently. Director Pope stated that everyone is taxed the same. There is no difference.

Mayor Pauley adjourned the meeting.



COSMOPOLIS POLICE DEPARTM

PO Box 478 / 1312 First Street Cosmopolis, WA. 98537 Heath A. Layman, Chief of Police

Council Report 02/15/2023

New Officer Hiring

Nick Bailey has been offered a position with us and successfully completed the background process. His first day working for us is 02/16/2023. Nick is set to begin the Basic Law Enforcement Academy on 03/21/2023 and complete it on 07/27/23. After BLEA, he will begin a 13-week field training program (on the job training.) We will be swearing him in this evening.

We are in the final steps of the background process for a lateral hire as well. I am hopeful for a March 1 start date.

Misc. Items

NAVIGATOR

The police Navigator position that was obtained via a grant with Hoquiam and Aberdeen PD is expiring. 40% of funding is through Aberdeen, 40% of funding is through Hoquiam and the remaining 20% is Cosmopolis. The position is \$97,000 for salary and benefits of the single employee. June 30, 2023, the funding is done. Do we want to continue with this position? Our contribution that is being asked of us for THIS YEAR is approximately \$8,000. If we are to continue it into 2024, the contribution would be about \$19,400.

I communicated that the \$8,000 was not budgeted for 2023 but I would communicate it to the mayor and council as you originally approved this position just under two years ago.

The Navigator position is an important position, but I am not confident that it should be funded through or managed by the police department.

Please advise how you would like to proceed.

EVOC REGIONAL AGREEMENT

Localized emergency vehicle operations course & training through a multi-agency effort that provides Pursuit Intervention Technique (PIT) training, pursuit driving, skills course training, and Stop Sticks (tire deflation device) deployment and training. This is yearly training that we have participated in at no cost for several years. The training program is being expanded and has required the purchase of equipment including vehicles set-up especially for the PIT training. For those of us that didn't contribute vehicles, a \$25 fee per student officer fee is being accessed. This is a very worthwhile investment.



COSMOPOLIS POLICE DEPARTM

PO Box 478 / 1312 First Street Cosmopolis, WA. 98537 Heath A. Layman, *Chief of Police*

Facilities

We are "mostly" moved in to the public safety building and continue to work on finding solutions for storage. We have had several nice communications from the public regarding accessibility and not having to go up the stairs or occupy the confined space of the previous lobby.

I am asking that the council approve surplus of the PD trailer house. I believe this was done a while back, but it has been a while and we are in a new calendar year.

Equipment

I am asking that the council approve the surplus of the following items;

Panasonic 2CTSA77012 (unserviceable/broken), Panasonic 2GTYA09917, (unserviceable/broken), Panasonic 5JTSA33011 (INV #0122, unserviceable/broken), Toshiba laptop (7B310570Q, INV #0133, unserviceable/broken), Computer Tower #0001 (incompatible operating system and system "full"), Computer Tower #0045 (incompatible operating system and system "full"), Computer Tower #0037 (incompatible operating system and system "full"), Keyboard #0052 (broken), Monitor #0047 (connections are too old to work), Monitor #0140 (connections are too old to work and lines through screen), mouse #0051 (broken), Keyboard #0134 (broken). *The computer towers have been replaced through a donation received from Reserve Police Officer Jeff Seeman of PC Technologies.*

Glock 35, XEB627 Glock 35, XEB628 Glock 35, XEB626 Glock 35, FEC855

FN Herstal 12ga, #FL011271 FN Herstal 12ga, #FL011565 FN Herstal 12ga, #FL010554 FN Herstal 12ga, #FL011772 FN Herstal 12ga, #FL011614 FN Herstal 12ga, #FL011516 FN Herstal 12ga, #FL011660

2008 Ford Crown Victoria, License XMT67845D, VIN – 2FAHP71V28X153256, mileage 116,359.

We've had 119 calls for service between last council meeting and 02/09/2023.

Respectfully submitted,

Heath Layman, Chief

"A Community Partnership"

COSMOPOLIS FIRE DEPARTMENT

PO Box 2007 / 111 D Street Cosmopolis, WA. 98537 Nick Falley, *Fire Chief*



City Council Report February 15, 2023

Member Recruitment

We are currently processing two firefighter applications. We hope to come forward for Council Approval at the March Meeting. Additionally, we are processing two support volunteer applications. These individuals are helping with tasks around the station and are ineligible to respond to emergency calls.

New Computers

CPD Reserve Officers Jeff Seeman and Adam Johnson have helped CFD tremendously in having computers set up within the station and on Engine 21. We are able to begin moving forward with electronic patient care reporting, state and national data reporting, and weekly vehicle checks.

Training

We completed SCBA Fit Testing this past weekend qualifying three of our members for interior firefighting. Other members still need additional training prior to being cleared. This test is an annual requirement. We would like to extend a huge thank you to Grays Harbor Fire District #2, City of Hoquiam Fire Department, and the City of Aberdeen Fire Department for allowing us to join them in this effort.

We are starting to prepare for annual Wildland Fire Qualification. Later in the Agenda, we have an agreement with the Washington State Department of Natural Resources to allow for these qualifications.

We have trained two members on driving apparatus. They have passed their written tests and are currently going through their drive time requirements prior to completing their final drive test.

Respectfully Submitted,

Nick Falley

"A Community Partnership"

Memorandum

Date:	Friday, January 27, 2023
Project:	City of Cosmopolis – Mill Creek Multi-Objective Improvement Plan
To:	Darrin Raines, City of Cosmopolis
From:	Cindy Kinzer, Ty Johnson, Jerry Bibee, Fatima Prada, HDR
Subject:	Mill Creek Multi-Objective Improvement Plan - Data and Survey Request

Introduction and Purpose

This memorandum addresses the data gaps and the supplemental survey pickups and mapping data needs for the City of Cosmopolis – Mill Creek Multi-Objective Improvement Plan (MOIP) Task 200.2. This memorandum is based primarily on the data available from the Biological Assessment (BA) field work, prior 2015 Mill Creek survey and mapping provided by Berglund Schmidt and Associates (BSA), other record drawings provided by the City, and other data available through the County of Grays Harbor's geographic information system (GIS).

Project Background

The City of Cosmopolis Mill Creek MOIP aims to provide a master plan for Mill Creek culvert crossing improvements and adjacent channel tie-in improvements to achieve flood reduction and improved fish passage in Mill Creek between its Chehalis River outfall and the upstream side of C Street, and downstream from the restored Mill Creek dam, and improved fishway.

The project will evaluate opportunities to improve hydraulic capacities and fish passage conditions with the Mill Creek channel corridor.

Data Gaps and Supplemental Survey and Mapping Needs for Project Evaluation

The Project team reviewed the available GIS database available through the County of Grays Harbor, information provided by the City, and the prior 2015 BSA survey information of the project corridor.

The following data and data gaps were identified, and the additional available City and supplemental survey data required include:

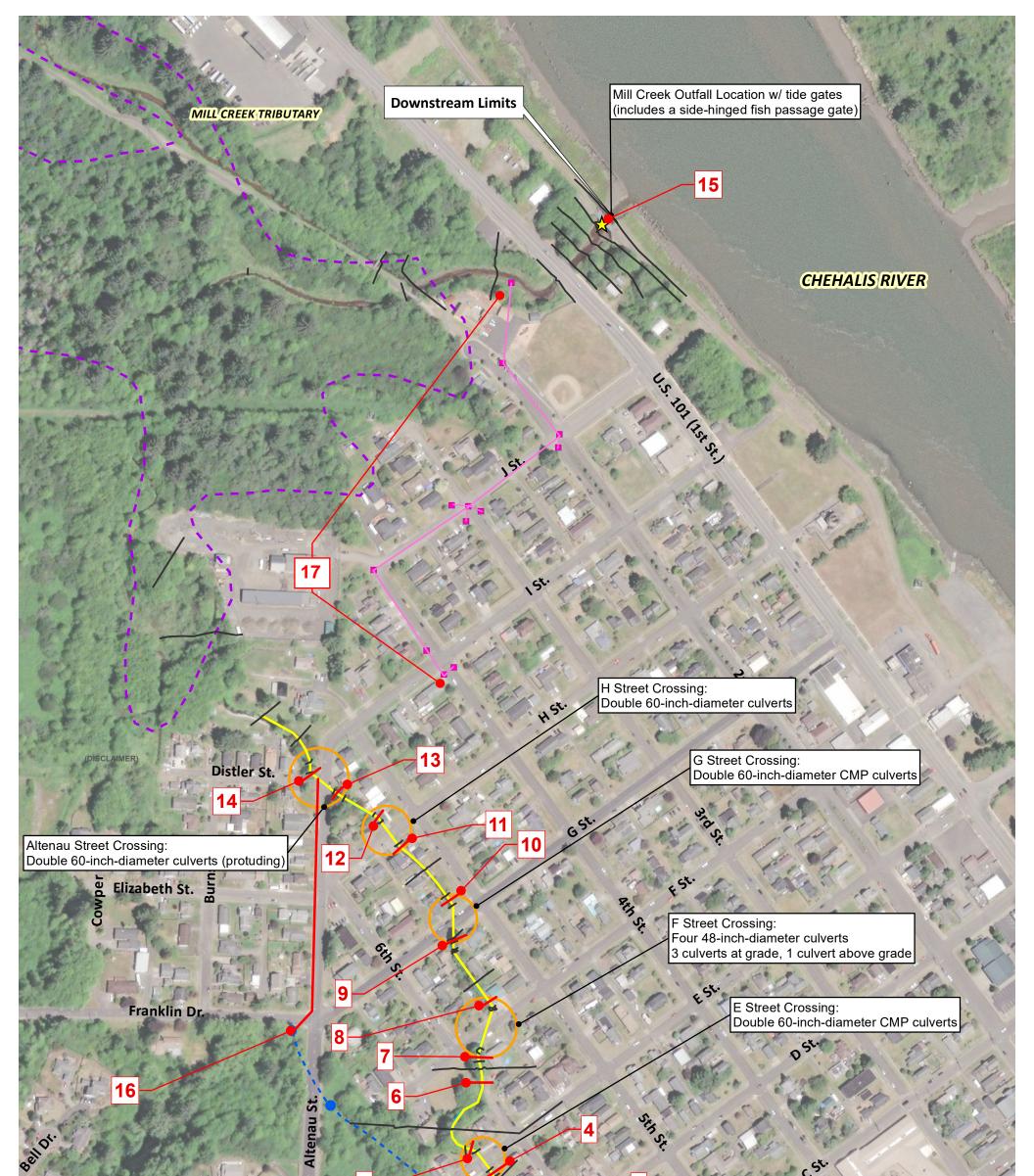
- 1. Available data include Washington State LiDAR 2019 mapping
- 2. Available GIS data from the County of Grays Harbor include:
 - County/City Roads
 - o Parcels limits
 - Hydrology Watercourse
 - o Soil Types
 - o Watershed
 - o Wetlands

- 3. Available data include limited geotechnical subsurface soils and groundwater data from the prior Mill Creek dam and fishway improvements, but upstream of the MOIP study reach. Any other City sources of subsurface information through the culvert improvements study reach is requested.
- 4. Requesting available GIS data of topographic (10-ft contours) and LiDAR mapping.
- 5. Requesting available GIS shapefile data which include critical areas mapping:
 - Liquefaction Susceptibility Areas
 - o Landslides Hazard Zones
 - Hazardous Site/Toxic Waste/Water Quality/Dams/Air Quality
 - Slope Stability
 - County Roads Prone to Flooding
- 6. Requesting available City-documented utilities at Mill Creek culvert crossings from City record drawings.
- 7. Requesting available City design or record drawings for the six culvert crossing locations and outfall tide gates.

Requested supplemental survey pickups and mapping data needs include:

- 1. Sections and tide gate opening sizes and elevations at the Mill Creek Chehalis River outfall tide gates.
- Channel geometries and elevations under bridge decks at the 1st Street and 2nd Street crossings of the Mill Creek estuary channel (supplemental to prior BSA survey).
- 3. Streambed and top of bank profiles extending from the Burns Street Mill Creek channel outfall through C Street.
- 4. Supplemental typical channel sections for stream corridor reaches (up to 15 sections).
- 5. Culvert crossing types, opening geometries, crown, invert, and streambed thalweg elevations, and roadway overflow sections (to fill data gaps in the prior BSA survey).
- 6. Alternative bypass channel survey data including flow line and channel size and depth at identified locations.
- 7. Existing storm drain alignment extending from the intersection of Franklin Drive and Altenau Street and extends north until outfall to either Mill Creek channel or ties to existing culvert.
- 8. Existing storm drain catch basin locations, pipe size, invert elevations, and rim elevations extending from the intersection of 4th Street and I Street to the Mill Creek Channel outfall northeast of 2nd Street.

These needs are illustrated on the attached survey pickup exhibits, with specifics for survey pickup needs summarized in the attached Table 1. We suggest that this survey data request be forwarded to BSA for estimate and timeline required to provide the requested field survey data collection and to prepare an updated CAD base map. Depending on that response, we will assist the City in prioritizing survey pickup items and to get this activity in progress as input to the Mill Creek MOIP evaluation of improvement options.

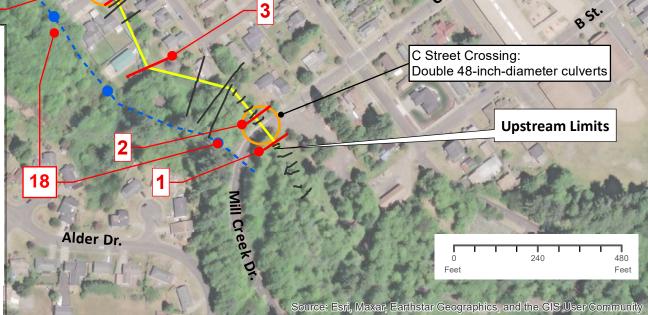


LEGEND

- Survey Request Pick-Up Storm Drains
 - Survey Request Pick-Up Cross Section
 - Cross Sections (Survey 2015)
 - Survey Request Center Line
- Tide Gate

#-

- - Supplemental Ditch Flowline
 - Current Mill Creek Channel
 - Current Mill Creek Channel Culvert or Bridge Crossing Requested Survey Detail
 - Estuary/Wetland (Grays Harbor County GIS)
 - Supplemental Ditch or Culvert Invert Elev. and Average depth to overflow
 - Supplemental Channel Cross Section Survey



MILL CREEK MULTI-OBJECTIVE IMPROVEMENT PLAN (MOIP)

-**J**

SURVEY REQUEST FIGURE 1

S\COSMOPOLIS\GIS\COSMOPOLIS SURVEY2015.MXD - USER: FPRADAPORT - DATE: 1/27/2023

5

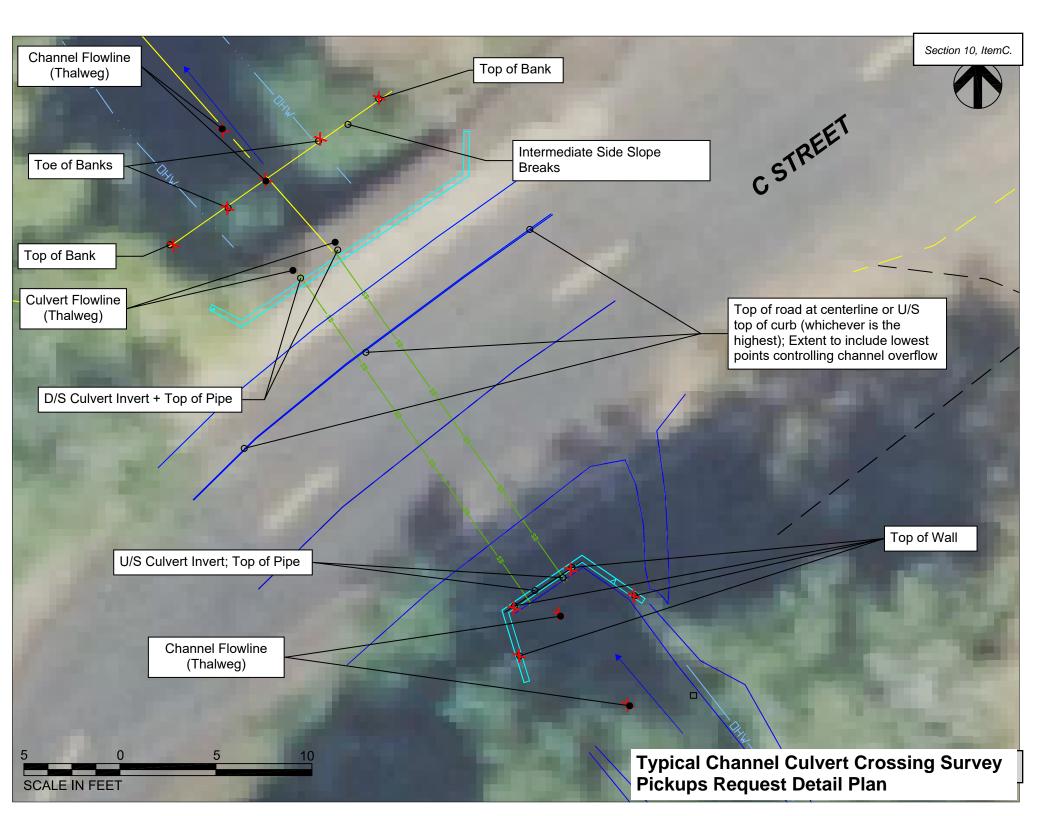


Table 1: N	Table 1: Mill Creek MOIP Survey Pick-up Items Description:			
Item No./ID	Item	Location	Pick-ups	
1	Existing Mill Creek Channel	Approximately 25' south upstream face of C Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
2	Existing Mill Creek Channel	Approximately 10' north the downstream face of C Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
C Street Culvert	C Street Culvert	Downstream and Upstream face of the C Street Culvert Crossing	Pipe size(width)/type, u/s and d/s inverts WSEL, top of pipe; flow line elevation	
3	Existing Mill Creek Channel	Approximately 380' north from the downstream face of the C Street Culvert Crossing; near D Street crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
4	Existing Mill Creek Channel	Approximately 15' south from the upstream face of the E Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
5	Existing Mill Creek Channel	Approximately 15' north from the downstream face of the E Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
E Street Culvert	E Street Culvert	Downstream and Upstream face of the E Street Culvert Crossing	Pipe size(width)/type, u/s and d/s inverts WSEL, top of pipe; flow line elevation	
6	Existing Mill Creek Channel	Approximately north or upstream of 6th Street crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
7	Existing Mill Creek Channel	Approximately 15' south from the upstream face of the F Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
F Street Culvert	F Street Culvert	Downstream and Upstream face of the F Street Culvert Crossing	Pipe size(width)/type, u/s and d/s inverts WSEL, top of pipe; flow line elevation	
8	Existing Mill Creek Channel	Approximately 25' north from the upstream face of the F Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
9	Existing Mill Creek Channel	Approximately 30' south from the upstream face of the G Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
G Street Culvert	G Street Culvert	Downstream and Upstream face of the G Street Culvert Crossing	Pipe size(width)/type, u/s and d/s inverts WSEL, top of pipe; flow line elevation	
10	Existing Mill Creek Channel	Approximately 15' north from the downstream face of the G Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
11	Existing Mill Creek Channel	Approximately 15' south from the upstream face of the H Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
H Street Culvert	H Street Culvert	Downstream and Upstream face of the H Street Culvert Crossing	Pipe size(width)/type, u/s and d/s inverts WSEL, top of pipe; flow line elevation	
12	Existing Mill Creek Channel	Approximately 15' north from the downstream face of the H Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
13	Existing Mill Creek Channel	Approximately 15' south from the upstream face of the Altenau Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
Altenau Street Culvert	Altenau Street Culvert	Downstream and Upstream face of the Altenau Street Culvert Crossing	Pipe size(width)/type, u/s and d/s inverts WSEL, top of pipe; flow line elevation	
14	Existing Mill Creek Channel	Approximately 15' north from the downstream face of the Altenau Street Culvert Crossing	Channel X-section; top of banks; toe of banks; channel WSEL	
15	Existing Mill Creek Channel Outfall and Tide gates	Outfall/Tide Gates approximately 200' northeast of 1st Street	Survey detail of D/S side-hinged tide gates and openings (IE, height, width); Survey detail of upstream sluice gates; Survey section at crossing with top of berm and walkway crossing	
16	Existing Storm Drain	Begins along the intersection of Franklin Drive and Altenau Street and extends north until outfall to either Mill Creek channel or ties to culvert crossing (TBD)	Validate/pick up storm drain alignment, size, type, IE, and channel/culvert tie in where accessible	
17	Existing Storm Drain	Begins along the intersection of 4th Street and I Street and extends east unit outfall to either Mill Creek channel or ties to culvert crossing (TBD)	Validate/pick up storm drain at each catch basins, pipe size, IE, and rim elevation that extends its full length	
18	Existing Mill Creek Historic Channel/Ditch	Begins along C Street and Mill Creek Drive and extends north towards Altenau Street	Ditch/Channel flow line elevation at flowline (thalweg); top of bank elevations controlling overflows	
Channel	Existing Mill Creek Channel	Mill Creek channel flowline profile at ~100 foot intervals	Channel flow line elevations at flowline (thalweg)	
Channel	Existing Mill Creek Channel	Mill Creek channel top of banks profiles at ~ 100 ft intervals	Top of bank elevations controlling overflows	

CITY OF COSMOPOLIS DARRIN C. RAINES

Section 10, ItemC.



PHONE (360) 532-9230 FAX (360) 532-9215 WWW.COSMOPOLISWA.GOV EMAIL: DRAINES@COSMOPOLISWA.GOV

February 13, 2023

RE: February 15, 2023, City Administrator Council Report

Item 1) *Mill Creek Multi-Objective Plan-* HDR Engineering continues to make progress with this study. Attached is a progress report of what they have recently accomplished, as well as a request for additional survey work that is needed along Mill Creek. This request is already included in the Scope of Work for the study, however I want to show you an example of some of the work they are doing to help us find solutions to our flooding issues.

Item 2) *New Municipal Building-* Harbor Architects continues to finalize plans and specification for the new Municipal Building. We received the 50% complete drawings last week. We are still expecting to have the finalized plans and specifications ready in March with a bid date in late April.

Item 3) *Landscaping and Mowing Services-* The contractor started work two weeks ago. They have gone through First Street once and have already mowed and cleaned up everything around the Fire Station, Police Station, and City Hall.

Jeff will report on this at the meeting and has another proposal from them for mowing of the Cemetery.

Item 4) *VFW Memorial Banners-* As I brought up at the last City Council meeting, we have been approached by the Aberdeen VFW about a project to install memorial banners on the Pedestrian Lights on First Street. These are the black light poles, and not the taller lights at C, E, and J Streets.

The banners would have the names of fallen Service Members that lived in the City of Cosmopolis, and Medal of Honor recipients from Cosmopolis and Grays Harbor County, and if there is enough space from Pacific County. The names of the Service Members have been researched and gathered by the VFW and each person's name will be printed on the banners.

We are requesting permission to install the banners from late May before Memorial Day through Labor Day each year. There has also been discussion of having them up every year until Veterans Day, but we are concerned with the longevity of the banners during October and early November storms and would like you to think about when you would like them down by each year.

The cost of the banners is being funded by the VFW and private donations.

Sincerely,

Darrin C. Raines

Darrin C. Raines City Administrator







Central Grays Harbor Regional Fire Authority Plan



Aberdeen Fire Department Cosmopolis Fire Department Hoquiam Fire Department

DRAFT 1.27.23

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Acknowledgments

Planning Committee

City of Aberdeen

Debbi Ross, City Councilor & RFA-PC Chair Dee Anne Shaw, City Councilor Debi Pieraccini, City Councilor

City of Cosmopolis

Kyle Pauley, Mayor Stana Carlisle, City Councilor Miles Wenzel, City Councilor

City of Hoquiam

Bill Nelson, City Councilor Al Dick, City Councilor Steven Puvogel, City Councilor, Vice Chair

Staff Support

Brian Shay, City Administrator (City of Hoquiam) Corrine Schmid, Finance Director (City of Hoquiam) Matt Miller, Fire Chief (HFD) Dave Golding, Fire Chief (AFD) Darrin Raines, City Administrator (City of Cosmopolis) Julie Pope, Finance Director (City of Cosmopolis) Nick Falley, Fire Dept. Rep. (City of Cosmopolis)

Section 1	Background & Needs Statement	
Section Amendment	The NEEDS STATEMENT section of the Central Grays Harbor RFA Plan is subject to amendment by a majority vote of the Governing Board.	
Adopted	July 8, 2021	
Revised	October 13, 2022	

A. Background

- 1. The Cities of Aberdeen and Hoquiam commissioned a study in 2019, the ESCI Report, to evaluate the potential for efficiencies gained by integration. The study revealed there were numerous opportunities to gain efficiency, avoid duplication, avoid cost, or otherwise operate stronger together than separately.
- The ability to respond to emergency incidents by each agency is significantly dependent upon assistance by the other agency. Each agency is significantly limited in providing fire and emergency medical services consistent with industry standards due to resource constraints.
- 3. Both the Aberdeen and Hoquiam Fire Departments provide advanced life support (ALS) ambulance transportation services to their constituents, as well as to a larger regional network of agencies which brings in additional revenue for each agency. Both are challenged to meet the needs of their communities while meeting the needs of the broader region for ALS transport services.
- 4. In 2022, the City of Cosmopolis experienced a resignation of its fire department members. Since that time the City of Cosmopolis has contracted with the Aberdeen Fire Department to provide fire and EMS services to the City.

B. Needs Statement

- 1. The three cities cooperate on responses when requested, but there are numerous efficiencies and benefits to be gained from full integration which are identified in the ESCI report.
- **2.** The ability to respond to emergency situations by fire protection/emergency medical services jurisdictions has not kept up with the community's needs and service demands.
- **3.** Providing a fire protection and emergency medical service system requires a shared partnership and responsibility among the local and regional governments and the private sector.

- **4.** There are efficiencies to be gained by regional fire protection and emergency medical service delivery while retaining local control.
- 5. Timely development of significant projects can best be achieved through enhanced funding options for regional fire protection and emergency medical service agencies, using already existing taxing authority to address fire protection & emergency service needs and new authority to address critical fire protection projects and emergency services.
- **6.** The agencies feel compelled to pursue these regional efforts for cost effectiveness and efficiency for the benefit of their respective citizens.
- **7.** The Cities of Aberdeen, Hoquiam, and Cosmopolis will be asking their citizens to consider combining all functions and services provided by the three jurisdictions into a single entity, called a Regional Fire Authority.

Section 2	Definitions
Section Amendment	The DEFINITIONS section of Central Grays Harbor RFA Plan is subject to amendment by a majority vote of the Governing Board.
Adopted	July 8, 2021
Revised	January 19, 2023

The definitions in this section apply throughout this **RFA Plan** unless the context clearly requires otherwise.

Board (also Governance Board or Governing Board): The body of elected officials governing a regional fire protection service authority or RFA.

Cities: City of Aberdeen, City of Cosmopolis, and the City of Hoquiam.

Effective Date: The effective date of the formation of the RFA following the approval of the RFA Plan by voters of the Participating Jurisdictions, which is January 1, 2024 as set forth in Section 3 of the RFA Plan.

Interlocal Agreement: A written agreement between the parties of the RFA-PC or between an RFA-PC party(s) and other agencies to provide certain services as authorized by RCW 39.34 "Interlocal Cooperation Act".

Participating Jurisdictions (also Cities): The City of Aberdeen, the City of Cosmopolis and the City of Hoquiam.

RCW: Revised Code of Washington (statutes).

Regional Fire Protection Service Authority (also Regional Fire Authority or RFA): A regional fire protection agency formed pursuant to chapter 52.26 RCW. An RFA is a municipal corporation, an independent taxing authority within the meaning of Article VII, Section 1 of the state Constitution, and a taxing district within the meaning of Article VII, Section 2 of the state Constitution.

Regional Fire Authority Planning Committee (also RFA-PC or Planning Committee): The committee created under RCW 52.26.030 to create and propose to the City of Aberdeen, the City of Cosmopolis, and the City of Hoquiam the Regional Fire Authority Plan. The committee is made up of three elected officials from each participating agency.

Regional Fire Authority Plan (also RFA Plan or Plan): This Regional Fire Protection Service Authority Plan, drafted and approved in accordance with chapter 52.26 RCW for the development, financing and operation of a Regional Fire Authority serving the Cities of Aberdeen, Cosmopolis, and Hoquiam.

Central Grays Harbor Regional Fire Authority (also CGHRFA or Central Fire or RFA): The proposed name of the regional fire authority.

Section 3	Formation Authority
Section Amendment	The FORMATION AUTHORITY section of the Central Grays Harbor RFA Plan is subject to amendment by a majority vote of the Governing Board.
Adopted	July 8, 2021
Revised	October 13, 2022

A. Regional Fire Protection Service Authority

- 1. Chapter 52.26 RCW provides statutory authority for the formation of a Regional Fire Authority by the City of Aberdeen, the City of Cosmopolis and the City of Hoquiam.
- 2. RCW 52.26.090(g) authorizes the RFA Plan to identify the statutes under which the RFA will exercise powers and perform duties necessary to carry out the purposes, functions, and projects of the RFA. Because there are no fire protection district participating jurisdictions involved in the initial formation of the RFA, this section is intended to formally incorporate, adopt, and document that the RFA shall have all powers and authority granted under Title 52 RCW except where in conflict with or superseded by specific provisions of chapter 52.26 RCW or the specific provisions of this Plan.

B. Planning Committee Authority

- 1. RCW 52.26.030 and RCW 52.26.040 provides statutory authority to form and operate a Planning Committee.
- The Participating Jurisdictions formed a Planning Committee consisting of three (3) elected officials from each city.
- **3.** The Planning Committee developed and presented to the elected officials of each Participating Jurisdiction the RFA Plan.

C. RFA Plan Approval Authority

- **1.** The legislative body of each participating jurisdiction reviewed and approved the RFA plan by Joint Resolution and called for an election to approve the RFA Plan.
- **2.** The RFA Plan is being submitted to the voters of each City as a single ballot measure that must be approved by a 50% majority vote.
- **3.** The Planning Committee has authority to take all necessary actions on behalf of the participating jurisdictions, perform all necessary duties as required to place the RFA Plan before the voters and to comply with the public hearing requirements contained in RCW 52.26.230.

4. Should the RFA Plan be approved by 50% of the voters of the participating jurisdictions, the Central Grays Harbor Regional Fire Authority shall be formed on January 1, 2024 in accordance with RCW 52.26.070.

Section 4	Jurisdictional Boundaries
Section Amendment	The JURISDICTIONAL BOUNDARIES section of the Central Grays Harbor RFA Plan is subject to amendment or revision only by a majority vote of the Governing Board.
Adopted	July 8, 2021
Revised	October 13, 2022

A. Jurisdictional Boundaries on Date of Formation

- 1. On the effective date, the jurisdictional boundaries of the RFA shall be the legal boundaries of the participating jurisdictions. The boundaries are depicted on the map attached hereto and marked as **Appendix A** of this RFA Plan.
- 2. On the effective date, the RFA shall also be responsible for continuing existing service contracts in place by either participating jurisdiction pursuant to the terms of said agreements.

B. Changes in Jurisdictional Boundaries After Formation of the RFA

- 1. Boundary Changes that do not require an RFA Plan Amendment.
 - a. City annexations of areas not included within the RFA. On the effective date of such annexation, the territory annexed shall automatically be included within the boundaries of the RFA pursuant to RCW 52.26.290. The territory added to the RFA by such annexation shall be subject to the taxation, charges, and bonded indebtedness (if approved as part of the annexation process) of the RFA. Any transfer of assets or employees that occurs as a result of annexation shall be between the transferring entity and the RFA.
 - **b. RFA Annexations.** Pursuant to RCW 52.26.090(g), the RFA shall have the authority to conduct annexations of unincorporated territory adjacent to the RFA pursuant to the statutory authority and procedures set forth in Chapter 52.04.001 through RCW 52.04.051.
 - **c. RFA Partial Mergers**. Pursuant to RCW 52.26.090(g), the RFA shall have the authority to participate in the partial merger process under the authority and pursuant to the procedures set forth in RCW 52.06.090 and .100.
- 2. Boundary Changes that require an RFA Plan Amendment.
 - **a.** Annexations of Adjacent Fire Protection Jurisdictions. The boundaries of the RFA may be expanded to include adjacent fire protection jurisdictions through Plan Amendment and Annexation procedures set forth at RCW 52.26.300.

Section 5	Governance Structure
Section Amendment	The GOVERNANCE STRUCTURE section of the Central Grays Harbor RFA Plan is subject to amendment or revision only by a majority vote of the Governing Board.
Adopted	July 8, 2021
Revised	January 19,2023

A. Governing Board Structure and Operation

- **1. Governing Board:** As provided by RCW 52.26.080, the RFA Governing Board shall be established consistent with the terms of this Section and shall have authority as of the effective date of the RFA formation.
- **2. Composition of Governing Board:** Upon the effective date of RFA formation, the Governing Board shall include six (6) members as follows:
 - **a.** One (1) Governing Board member will be a currently seated elected official from the City of Aberdeen appointed by the Mayor of Aberdeen and confirmed by the City Council. This will be a nonvoting advisory member of the Governing Board.
 - b. One (1) Governing Board member will be a currently seated elected official from the City of Hoquiam appointed by the Mayor of Hoquiam and confirmed by the City Council. This will be a nonvoting advisory member of the Governing Board.
 - c. One (1) Governing Board member will be a currently seated elected official from the City of Cosmopolis appointed by the Mayor of Cosmopolis and confirmed by the City Council. This will be a nonvoting advisory member of the Governing Board.
 - **d.** One (1) Governing Board member will be elected from the citizens at large to serve an initial term of four years. This will be a full voting member of the Governing Board.
 - e. One (1) Governing Board member will be elected from the citizens at large to serve an initial term of six years. This will be a full voting member of the Governing Board.
 - f. One (1) Governing Board member will be elected from the citizens at large to serve an initial term of two years. This will be a full voting member of the Governing Board.

- **g.** After the initial term of each full voting member of the Governing Board, each position shall have a six-year term.
- h. If the RFA subsequently provides full contracted services to another fire jurisdiction, a nonvoting advisory member shall represent such contracting agency on the RFA governing board. The nonvoting member shall be a currently seated elected official from the agency receiving contracted services.
- **3. Governing Rules:** The RFA Governing Board shall develop and adopt bylaws, governance policies and rules for the RFA Governing Board to conduct business in accordance with RCW 52.26.080.
- 4. Authority: The RFA Governing Board shall have all the power and authority granted governing boards under Washington State law, and shall include the power and authority to make any decisions appropriate for the RFA consistent with the authority identified in Section 3 of the RFA Plan.

B. RFA Section 5 Plan Revision

1. The Governance section of the Plan may be amended by a majority vote of the RFA Governing Board.

Section 6	Funding and Finance			
Section Amendment	The FUNDING and FINANCE section of the Central Grays Harbor RFA Plan is subject to amendment or revision by the Governing Board except when voter approval is required by statute.			
Adopted	July 8, 2021			
Revised	January 26, 2023			

A. Interim RFA Finances

1. The operation and administration of the RFA, if effective on January 1, 2024, the remainder of the effective year shall be funded by the funds budgeted for fire department services in the budgets of each participating jurisdiction of the RFA for the year.

B. <u>RFA Revenues</u>

- Tax Levies The RFA shall be authorized to levy and collect taxes in accordance with RCW 52.26.050 (1) (b) at the initial tax levy rate of \$1.50 per thousand of assessed valuation.
- 2. Transport Fees The RFA Board will charge and collect transport fees in accordance with policies adopted by the RFA Governing Board.
- **3. Ambulance Utility Fee** Pursuant to RCW 35.21.766, the RFA may create an ambulance service to be operated as a public utility where existing ambulance service is not adequate. The RFA shall be authorized to set and collect rates and charges in an amount sufficient to regulate, operate, and maintain an ambulance utility.
- 4. Service Contracts To the extent permitted by law, the RFA Governance Board shall have the authority to pursue and contract with agencies and entities exempt from property taxes in accordance with RCW 52.30.020 and related statutes.
- 5. Fire Impact and Mitigation Fees The RFA shall enter into an interlocal agreement with City of Aberdeen, City of Cosmopolis, and the City of Hoquiam prior to the effective date to collect such fees generated within Aberdeen and Hoquiam City boundaries to the RFA. Any mitigation fees collected in excess of the debt service requirement for the Cities shall be remitted to the RFA.
- 6. Permit, Plan Review and Inspection Fees The RFA shall enter into an interlocal with the City of Aberdeen, the City of Cosmopolis, and the City of Hoquiam prior to the effective date to collect and remit such fees generated within Aberdeen, Cosmopolis, and Hoquiam.

7. Additional Revenue Options - The RFA Governing Board shall have the authority to pursue, subject to any applicable statutory voter approval requirements and the RFA Plan Amendment, if required, all additional revenue sources authorized by law including but not limited to revenue sources specifically identified in Title 52 RCW and Title 84 RCW that are not otherwise addressed in chapter 52.26 RCW.

C. Transfer of Assets

- On January 1, 2024, the City of Aberdeen, City of Cosmopolis, and the City of Hoquiam shall immediately transfer to the RFA the assets listed in Appendix C, with the exception of the station facilities and attached equipment. Each City shall separately negotiate with the RFA regarding the transfer of its station facilities and attached equipment, and is free to either lease a station facility to the RFA or convey title to the RFA at the discretion of the City.
- 2. All reserve funds earmarked for fire department purposes by any city (that are associated with current or future liabilities that are also being transferred to the RFA) shall be transferred to the RFA on January 1, 2024.
- **3.** All reports, documents, surveys, books, records, files, papers, or written material used by the City to carry out the fire protection and emergency services powers, functions, and duties of the City that are owned by or in the possession of the City.
- **4.** All assets so transferred based on the Plan and any subsequent agreements shall be transferred on an "as is where is" condition.
- 5. Except as otherwise provided in this RFA Plan, whenever any question arises as to the transfer of any funds, books, documents, records, papers, files, equipment, or other tangible property used or held in the exercise of the powers and the performance of the duties and functions transferred, the governing body of the Participating Jurisdiction owning such assets shall make a determination as to the proper allocation.

D. Liabilities

- 1. On the effective date, the City of Aberdeen, the City of Cosmopolis, the City of Hoquiam, shall retain the following liabilities:
 - a. Debt.
 - b. LEOFF 1 Retiree Medical. Each city shall retain its liability for retired LEOFF 1 Fire Department employees to include medical and long-term care insurance payments and any other expenses incurred by the former LEOFF 1 personnel in accordance with the Cities' Policies and Procedures.
 - c. Compensated Absences.
- 2. The City of Aberdeen, the City of Cosmopolis, and the City of Hoquiam shall indemnify, defend and hold harmless the RFA from any and all demands, claims or actions by its respective_City employees which arise out of, or relate to, the City employees' employment prior to the effective date of the RFA.

E. RFA Section 6 Plan Revision

1. The Funding and Finance section of the RFA Plan is subject to amendment or revision by the Governing Board except when voter approval is required by statute.

Section 7	Organizational Structure: Personnel & Administration
Section Amendment	The ORGANIZATIONAL STRUCTURE: PERSONNEL & ADMINISTRATION section of the Central Grays Harbor RFA Plan is subject to amendment by a majority vote of the Governance Board.
Adopted	July 8, 2021
Revised	December 8, 2022

A. Organizational Structure

1. Commencing the day of formation, the Central Grays Harbor RFA shall be organized and managed, with leadership provided as shown in Appendix B of the Central Grays Harbor RFA Plan.

B. Personnel

- 1. Fire Chief: Prior to the effective date of the RFA, the RFA Planning Committee will appoint an Interim Fire Chief from the current administrative staff of the three departments. After the start date of the RFA, and all Governing Board Members have been elected, the new board will appoint a Fire Chief and both Assistant Chiefs to their respective positions.
- 2. Personnel: The existing personnel of the Aberdeen Fire Department, the Cosmopolis Fire Department, and the Hoquiam Fire Department shall transfer to the RFA to fulfill assigned duties as outlined in the organizational structure in Appendix B. All fire department personnel shall be transferred on the effective date of the RFA at their current rank, grade, and seniority, unless otherwise provided for within the RFA collective bargaining agreement.
- 3. Agreements: All current employee agreements, collective bargaining unit agreements, outstanding labor issues, personal service contracts, and any other contracts or agreements pertaining to work, duties, services or employment with the City of Aberdeen, the City of Cosmopolis, or the City of Hoquiam shall be transferred over with all personnel on the effective date of the RFA, except as otherwise provided for within this plan.
- 4. Labor/Management: The existing Labor-Management Committee shall continue to provide effective communication and input for the leadership and workforce of the Central Grays Harbor RFA into operational, administrative, and labor related matters. The Labor-Management Committee will operate in accordance with the Collective Bargaining Agreement.
- **5. Volunteers:** The Cosmopolis Fire Department volunteer staff will remain intact and be integrated into the staffing and response plans of the CGHRFA. A

planning coordinator will be assigned to oversee the volunteer group and assist in documentation and tracking of volunteer activities, to include but not limited to:

- a. Response participation
- b. Training requirements
- c. Department assignments

C. Administration

- 1. Administration: All current administrative and business functions, agreements, documents, and operations of the Aberdeen Fire Department, Cosmopolis Fire Department, and Hoquiam Fire Department shall transfer to the RFA upon formation, unless otherwise noted in this plan.
- 2. Policies: All administrative policies, procedures, rules and regulations created in anticipation of the formation of this RFA will be in full force and effect upon the formation of the RFA.
- **3. Mission, Vision, & Values:** The Aberdeen Fire Department, Cosmopolis Fire Department, and the Hoquiam Fire Department shall jointly establish Mission, Vision, and Values statements for the Central Grays Harbor Regional Fire Authority to be adopted and effective upon the date of formation of the RFA.
- 4. **RFA Administrative Contracts:** The RFA desires to outsource the following services via Interlocal Agreements with the City of Hoquiam, the City of Aberdeen, the City of Cosmopolis, and/or private sector entities to perform the functions as described below for the time periods defined by the Interlocal Agreements.
 - a. Human Resources functions, including but not limited to recruitment & hiring, labor relations, negotiations, and all administrative functions related to Family Medical Leave Act (FMLA), the Family Care Act (FCA), and all other state and federal employment and labor laws.
 - **b.** Financial Services, including but not limited to payroll, accounts payable and accounts receivable, financial record keeping, financial reporting and analysis, budget development, tracking and reporting.
 - c. Information Technology functions, including but not limited to data and information systems, infrastructure, communication systems (other than emergency communications), GIS services, data storage and retrieval, software selection/implementation, and hardware acquisition, maintenance and replacement.
 - **d.** Risk Management, including Labor and Industries time-loss, Liability-, Errors and Omissions-, and Property insurance.
 - e. Fleet Management services, including but not limited to routine fleet maintenance, emergency maintenance, fueling, acquisition and setup services, and replacement planning.

- **f.** Facility maintenance services shall be provided by the City of Aberdeen, the City of Cosmopolis, and City of Hoquiam until such time as the Central Grays Harbor RFA is prepared to take over this responsibility.
- g. EMS Patient Billing for ambulance transport services.
- 5. City Retained Service Responsibilities: The Cities of Aberdeen, Cosmopolis, and Hoquiam shall continue to provide the following services:
 - **a.** The Cities of Aberdeen and Hoquiam will maintain and retain the liability of current retired LEOFF 1 employees. The existing LEOFF1 Boards will continue to oversee LEOFF 1 benefits for said personnel in accordance with the City of Aberdeen and City of Hoquiam LEOFF Policies and Procedures.
 - b. Until such time as the Central Grays Harbor RFA is able to establish its own, the Civil Service Board for the City of Aberdeen shall continue to perform such services on behalf of the RFA, incorporating modifications as necessary to accommodate the former employees of the City of Hoquiam where there are differences that must be accommodated.
 - c. The Central Grays Harbor RFA will contract with the City of Aberdeen to provide and maintain the current medical, dental, and vision plan for members covered by the Collective Bargaining Agreement and Regence for Administrative employees. Expenses associated with the medical, dental, and vision plans for Central Grays Harbor RFA personnel will be the responsibility of the Central Grays Harbor RFA. In the event that the Central Grays Harbor RFA/IAFF Local Labor-Management Committee mutually agree to an alternative medical, dental, and vision plan, said plan will be the responsibility of the Central Grays Harbor RFA.
 - **d.** Until such time that the Central Grays Harbor RFA is able to establish its own system, the City of Cosmopolis will assist in administering any and all volunteer firefighter provided services or benefits.
- 6. Seamless Transition: Unless otherwise noted in the RFA plan, the transfer of authority and the administration and management of the RFA shall be seamless. Services not expressly identified within this plan are the responsibility of the RFA to either perform on its own, contract for the provision of said services, or otherwise make arrangements for.

D. Asset Transfer

1. Unless otherwise noted in the Central Grays Harbor RFA Plan, all current assets, equipment, documents, contracts, agreements and records from the respective participating fire departments relating to the operational structures of the City of Aberdeen Fire Department, the City of Cosmopolis Fire Department, and City of Hoquiam Fire Department shall be transferred to the Central Grays Harbor RFA.

E. RFA Section 7 Plan Revision

1. The Organizational Structure: Personnel and Administration section of the Central Grays Harbor RFA Plan may be revised by a majority vote of the Central Grays Harbor RFA Governance Board.

Section 8	Operations and Services			
Section Amendment	The OPERATIONS AND SERVICES section of the Central Grays Harbor RFA Plan is subject to amendment by a majority vote of the Governance Board.			
Adopted	July 8, 2021			
Revised	November 10, 2022			

A. Fire Protection Services

- 1. All current operational and service delivery aspects of the City of Aberdeen Fire Department, the Cosmopolis Fire Department, and the City of Hoquiam Fire Department shall be transferred to the RFA on the Effective Date.
- 2. Staffing Models, standard of cover (response performance goals are listed in a companion document), deployment standards, field operational, command staffing, and operational policies and procedures as developed by the RFA planning committee shall be in force on the Effective Date.
- **3.** All current automatic aid and mutual aid agreements, and any other contractual service agreements, documents, or memorandums currently in place with the Aberdeen Fire Department, the Cosmopolis Fire Department, and the Hoquiam Fire Department shall be transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage.
- 4. Seamless Transition: Unless otherwise noted in the RFA plan, the transfer of authority and the administration of the operational responsibilities to the RFA shall be seamless. Services not expressly identified within this plan are the responsibility of the RFA to either perform on its own, contract for the provision of said services, or otherwise make arrangements for.

B. RFA Section 8 Plan Revision

1. The Operation and Services section of the Plan may be amended by a majority vote of the RFA Governing Board.

Section 9	Ambulance Transport Services			
Section Amendment	The AMBULANCE TRANSPORT SERVICES section of the Central Grays Harbor RFA Plan is subject to amendment by a majority vote of the Governing Board.			
Adopted	July 8, 2021			
Revised	November 10, 2022			

A. Reference & Authority

1. The Aberdeen Fire Department and the Hoquiam Fire Department have historically provided prehospital emergency medical ambulance services to the two cities and by contract with neighboring agencies, including the City of Cosmopolis. The authority to continue to provide ambulance transport services is provided by RCW 52.26.040.

B. Activity and Operation Transfer

- 1. All current operational and service delivery aspects of the City of Aberdeen Fire Department, the Cosmopolis Fire Department, and the City of Hoquiam Fire Department shall be transferred to the RFA on the Effective Date.
- **2.** Staffing Models, standard of cover, deployment standards, field operational, command staffing, and operational policies and procedures as developed by the RFA planning committee shall be in force on the Effective Date.
- 3. All current agreements for transport services and any other contractual documents, or memorandums currently in place with the Aberdeen Fire Department and the Hoquiam Fire Department shall be transferred to the RFA on the Effective Date to provide continuous, seamless readiness and emergency services coverage. Agreements for transport service shall stay current until the RFA board can study the effectiveness of those agreements.
- 4. A fee schedule used for EMS billing for the Central Grays Harbor RFA shall be subject to a Cost of Services Study that shall be completed within its first year of operation. Until the study can be completed, the current fee schedules used by the Aberdeen Fire Department and Hoquiam Fire Department shall stay in place.
- 5. The Central Grays Harbor RFA shall use the current Aberdeen Fire Department approach for contracting with other agencies for transport service, which is a flat fee determined by the administration. The Central Grays Harbor RFA shall use the information provided in the Cost of Service Study to amend contract prices once the study is complete.

C. RFA Section 9 Plan Revision

1. Ambulance Transport section of the Plan may be amended by a majority vote of the RFA Governing Board.

Section 10	Community Risk Reduction
Section Amendment	The COMMUNITY RISK REDUCTION section of the Central Grays Harbor RFA Plan is subject to amendment by a majority vote of the Governing Board.
Adopted	July 8, 2021
Revised	January 19, 2023

A. Community Risk Reduction Authority

- 1. The authority of the Central Grays Harbor RFA to enforce fire codes is provided in RCW 52.26.090 and RCW 19.27. Code enforcement, along with plans review, general fire prevention activities, public education, emergency management are collectively referred to as Community Risk Reduction.
- 2. An interlocal agreement shall be established between the RFA and each city served by the RFA establishing the authority, scope of work, and payment for services provided by the RFA to the cities.

B. Fire Prevention Activities

- 1. Code Enforcement & Management: The Central Grays Harbor RFA code management and code enforcement activities include the following functions.
 - a. Unless otherwise noted in the Central Grays Harbor RFA Plan, the transfer of authority for fire code management and enforcement from the cities to the RFA shall be seamless and shall model the current Fire Prevention services provided by the City of Aberdeen, the City of Cosmopolis, and Hoquiam Fire Departments.
 - b. The Central Grays Harbor RFA Fire Marshal will be provided access to the building permit and plan review platforms used by all three cities and will work collaboratively with the City of Aberdeen, the City of Cosmopolis, and the City of Hoquiam Legal and Building departments in developing, adopting, and updating municipal standards regarding fire prevention and fire/life safety codes.
 - **c.** The Central Grays Harbor RFA Fire Marshal will work collaboratively with the City of Aberdeen, the City of Cosmopolis, and the City of Hoquiam in reviewing and making recommendations on all new construction and development projects within the Central Grays Harbor RFA in accordance with municipal standards for fire prevention and fire/life safety codes.
 - **d.** The City of Aberdeen, the City of Cosmopolis, and the City Hoquiam's Legal Departments will provide the Central Grays Harbor RFA the legal services necessary to operate the Central Grays Harbor RFA Community Risk

Reduction Division in matters for code enforcement activities that are within the City limits of each respective City.

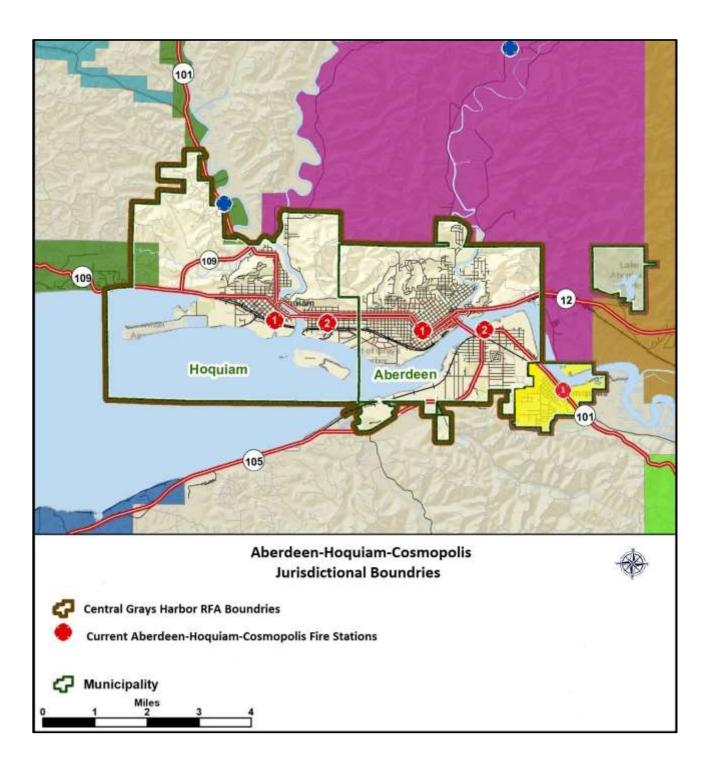
- **2. Fire Investigation:** The Central Grays Harbor RFA fire investigation activities include the following functions.
 - **a.** The Central Grays Harbor RFA Fire Marshal will assume authority over all fire investigation activities within the Central Grays Harbor RFA. The Fire Marshal will work closely with Aberdeen, Cosmopolis, and Hoquiam Police Departments in processing any case including preservation of evidence, chain of custody, suspects and persons of interest for all cases arising from origin and cause investigations within the jurisdictional boundaries of the Central Grays Harbor Region Fire Authority.
 - **b.** The City of Aberdeen, the City of Cosmopolis, and the City Hoquiam's Legal Departments will provide the Central Grays Harbor RFA the legal services necessary to support fire investigation related prosecutions that are within the City limits of each respective City.
- **3. Public Education:** The Central Grays Harbor RFA public education activities include the following functions.
 - **a.** On the Effective Date of the creation of the RFA, the RFA shall provide Public Education Services throughout the jurisdiction of the RFA.
- 4. Risk Reduction: The Central Grays Harbor RFA will implement risk reduction strategies on behalf of both cities based on incident data, fire and EMS risk trends, and national, regional, and statewide areas of emphasis.

C. Emergency Management Activities

- 1. Comprehensive Emergency Management Plan (CEMP): The Central Grays Harbor RFA will act on behalf of the City of Aberdeen, the City of Cosmopolis, and the City of Hoquiam to coordinate the CEMP basic plan for the three_cities and the RFA. This includes the following.
 - **a.** The Central Grays Harbor RFA will represent the three cities on the Grays Harbor County Emergency Management Planning Committee.
 - **b.** The Central Grays Harbor RFA will advise the three cities regarding completion of the CEMP annexes.
 - **c.** The Central Grays Harbor RFA will advise the three cities regarding completion of Department Operations Plans as appropriate.
 - **d.** The Central Grays Harbor RFA will conduct disaster exercises as appropriate in coordination with the three cities.

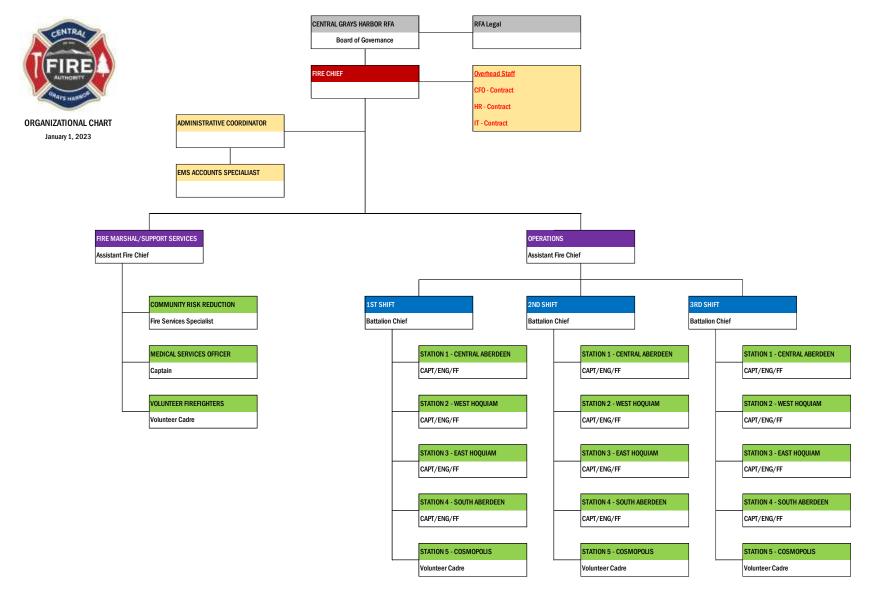
D. RFA Section 10 Plan Revision

1. The Community Risk Reduction section of the Plan may be amended by a majority vote of the RFA Governing Board.



Appendix A – Jurisdictional Boundaries

Appendix B – Organizational Structure



Appendix C – Asset Transfers

Condition Scale:

Very Good	In new or near new condition. No damage, may have minor blemishes
Good	Not new, but very usable with no major damage, may have minor damage and/or blemishes
Fair	Older, usable, minor damage or blemishes, is or should be reserve capacity
Poor	Usable but older, worn, with significant damage and/ or blemishes, in reserve capacity
Unusable	Out of Service/ damaged

Hoquiam Fixed Assets:

Asset	Location	Current Conditio n	Current Replacement Value
HQ Station	625 8 th St (HQ)	Good	
HQ Diesel Generator	625 8 th St	Good	
Station 2	517 Ontario (ST 2)	Good	
ST 2 Natural Gas Generator	517 Ontario	Good	

Asset	Location	Current Condition	Number of items	Current Replacement Value
1989 Peirce Engine(soon to be surplus)	HQ	Poor to fair	1	\$675,000
1996 Peirce Engine	HQ	Fair	1	\$675,000
2002 Pierce Engine	St2	Good	1	\$675,000
2013 Sutphen SPH100 Ladder Truck	HQ	Good	1	\$1,300,000
Ambulances Ages 2010 to 2019	HQ and St 2	Very Good - 2 Good - 2	4	New Build = \$179,000 Remount = \$135,000
2005 Ford Explorer	HQ	Good	1	\$40,000
2000 International Flatbed	ST 2	Fair	1	\$76,950
2022 Pierce Enforcer PUC	HQ	Very Good	1	\$722,321.72
2021 Ford F-250	HQ	Very Good	1	\$50,000

Hoquiam Vehicles: (not to include stocked equipment)

Hoquiam Firefighting Equipment:

Asset	Location	Current Condition	Number of Items	Current Replacement Value
		Helmets		
		Very Good – 4	22	
		Good – 17	23	
		Unusable - 2		
		Jackets		
		Good – 15		
Durahan Caan	Demonst	Fair – 6	33	
Bunker Gear	Personnel	Poor – 7		
		Unusable - 5		
		Trousers		
		Good – 15		
		Fair — 11	34	
		Poor – 6		
		Unusable - 2		
SCBA Packs	Vehicles, 2 spare	Fair to Good	20	
	Vakialaa	Fair to Good	45 Minute - 40	
SCBA Bottles	Vehicles	Fair to Good	1 hour - 5	
RIT Pack	E1, E2, L1	Good	4	
5" Supply Hose	Vehicles, HQ, St 2	Good to fair	60	\$619.03/ length
2 ½" Hose	Vehicles, HQ, St 2	Good to fair	103	\$164.80/ length
1 ¾″ Hose	Vehicles, HQ, St 2	Good to fair	100	\$122.40/ length
1" Wildland Hose	HQ	Very good/ new	8	\$168.25/ length
1/2 " Wildland Hose	НQ	Very Good/ New	4	\$223.25/ length

Asset	Location	Current Condition	Number of Items	Current Replacement Value
Wildland Nozzles & Adapters	HQ	Very Good/ new		\$1083.50 Total
1 ¾" Nozzles	Vehicles, HQ, ST 2	Fair to Good	30	\$1,200
2 ½" Nozzles	Vehicles, HQ, ST 2	Fair to Good	10	\$700-\$1200
BlitzFire	E1,E2, E-3	Good	3	\$4,000
		Chain saws Good - 6		
Chainsaws/Circ Saws	Engines/Ladder	Fair - 2 Unusable - 1	9	\$700-\$1200
		Circ Saws Very Good - 2 Good - 1	3	\$950
Vent Fans	Engines/Ladder	Gas Fans Good - 4 Fair - 2	6	\$3,700
		Electric Good - 3	3	\$3000-\$4000
Hydraulic Extrication Equipment	E1,E2, M1	Fair	3 sets with tools	
Thermal Imagers	E1,E2,L1, E-3, personnel	Very Good - 4 fair- 2	6	\$6,000
Gas Detectors	E1, E2, L-1, C-1, E-3	Fair – 2 Very good-2	4	\$700
Rescue Airbags	E1	Good	1 set	

Hoquiam Communications:

Asset	Location	Current Condition	Number of Items	Current Replacement Value
		Poor	HT1000 -	
Dortable Dadies(Handhald)	Vahielas & Station	Fair	HT1250 -	ć4 200
Portable Radios(Handheld)	Vehicles & Station	Very Good	6000 -4	\$4,300
		Good	4000 - 12	
	Ct 2	Coord 1	Motorola	
	St 2	Good - 1	CDM1250	
Base/Station Radios	HQ	Very Good/New - 2	Motorola	\$2,678.00
			APX 4500	
	Vehicle base	Fair to Good	Motorola CDM1250 - 10	\$2,500.00
Cell Phones	Vehicle basic phones	Good	4	\$200
	Officer/Chief IPhones	Good - 2 Very Good - 1	3	lphone 11 - \$600

Hoquiam Computers/ Laptops/ Electronics:

Asset	Location	Current Condition	Number of Items	Current Replacement Value
Desktop Computers	HQ, St 2	Good - 5	6	
Desktop computers	110, 31 2	Fair – 1	0	
		Getac Very	6	
Laptop Computers	НQ	Good	0	
Laptop Computers		Surface Pro	3	
		Good	C	
Tablets/Ipads	HQ, St 2	Very good	2	
Printers	HQ,St 2	Very good	2	
Paper Shredders	HQ, St 2	Very Good	3	
Cameras	Vehicles	All Fair	4	

Hoquiam EMS Equipment:

Asset	Location	Current Condition	Number of Items	Current Replacement Value
LifePack 15 Monitors	Medic Units	Good	4	\$25,000
LifePack 1000 AED	Engines, Ladder, Command	Good	4	
Gurneys	Medic Units	Good – 2 Fair – 2 Poor – 1 Unusable - 1	6	\$15,000
Stair Chair	Medic Units	Good -2 Fair - 2	4	\$3,800

Asset	Location	Current Condition	Number of Items	Current Replacement Value
Portable Suction Units	Medic Units	Very Good – 2 Poor - 2	4	\$550
IO Kits	Medic Units	Good	6	\$2,000
			Merritt- 4	\$900 w/ supplies
Aid Bags(Merritt, March, and Pediatric Bags)	Medic Units	All Good to Very Good	March -3	\$ 150 w/ supplies
	Onits	Very Good	Pediatric -3	\$ 800 w/ supplies
Immobilization (splints, Backboards, KED, Vacuum, Sager)	Medic Units Stations	Backboards- Fair to Good	25	\$200
		Clam Boards - Good	4	\$1,000
		Sagers - Fair	6	\$350
		Vacuum Splints-	6	\$570
		KED-	5	\$150
		Stokes Basket- Fair	2	\$1,200
Medication Refrigerator	Medics Units and HQ	Very Good	5	\$150

Hoquiam Furniture & Station

Appliances:

Asset	Location	Current Condition	Number of Items	Current Replacement Value
SCBA Compressor and Fill Station	HQ	Good		
Bunker Extractor	HQ	Good		
Bunker Dryer	HQ	Good		
Recliners	HQ, St 2	Very Good - 6 Fair - 1	7	
Office/Desk Chair	HQ, St 2	Very Good - 3 Fair - 6	9	
Table Chairs	HQ	Good – 18 Fair - 3	21	
Tables/ Desks	HQ, St 2	Very Good - 2 Good - 3	5	

Hoquiam Misc. Small Equipment and Tools:

Asset	Location	Current Condition	Number of Items	Current Replacement Value
Honda Generator	E1	Good	1	\$1,100
		Shovels- Fair to Good	28	\$30
		Axes- Fair to Good	24	\$45
		Pike Poles- Fair to Good	13	Small \$75 Long \$350
Hand Tools	Vehicles, HQ, St 2	NY Hooks- Good	11	\$100
		Trash Hooks- Good	3	\$150
		Haligans- Good	7	\$250
		Misc Tool boxes with Tools - fair to good	7	
Station Tool Chest with tools	HQ, St 2	Good	2	
		Very Good	13	
		Good	6	
Hand Lanterns	Vehicles, HQ, St 2	Fair	1	\$310
	110, 512	Poor	3	
		Unusable	3	
Pulaski & Rogue Hoe	НQ	Very Good/ new	2 each	Pulaski - \$72.68 Hoe - \$54.45

Asset	Location	Current Condition	Number of Items	Current Replacement Value
Milwaukee 18V battery tool kit	E1	new	1-recip saw 1-circ saw 1-drill driver 1-drill 1-grinder 1-leaf blower 2-tripod lights	\$800

Condition Scale:	
Very Good	In new or near new condition. No damage, may have minor blemishes
Good	Not new, but very usable with no major damage, may have minor damage and/or blemishes
Fair	Older, usable, minor damage or blemishes, is or should be reserve capacity
Poor	Usable but older, worn, with significant damage and/ or blemishes, in reserve capacity
Unusable	Out of Service/ damaged

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Aberdeen Fixed Assets:							
Asset	Location	Current Condition	Current Replacement Value				
HQ Station	700 W Market St, Aberdeen WA	1966	1,305,603				
HQ Generator	700 W Market St, Aberdeen WA	Good	30,000				
Station 2	700 W. Curtis St. Aberdeen WA	1966	325,520				

Station Appliances	Location	Current Condition	Current Replacement Value
HQ Fire Station			
Refrigerator	700 W Market St, Aberdeen WA	Good x 2	750 (1500)
Stove	700 W Market St, Aberdeen WA	Good	3500
Microwave	700 W. Market St. Aberdeen WA	Good	100
Clothes Washer and Dryer	700 W. Market St. Aberdeen WA	Good	1200
SCBA Compressor and Fill Station	700 W Market St, Aberdeen WA	Good	56,000
Bunker Extractor	700 W Market St, Aberdeen WA	Good	10,000
Bunker Dryer	700 W Market St, Aberdeen WA	Good	7,000
Medical Oxygen Cascade System	700 W Market St, Aberdeen WA	Good	7,000
Station 2			
Refrigerator	700 W. Curtis St. Aberdeen WA	Good	750
Stove	700 W. Curtis St. Aberdeen WA	Good	700
Microwave	700 W. Curtis St. Aberdeen WA	Good	100
Clothes Washer and Dryer	700 W. Curtis St. Aberdeen WA	Good	1200

Section 12, ItemA.

Aberdeen Vehicles: Does not include stocked equipment													
Vehicle Number	Year	Make	Model	VIN	License Number	Member Unit No.	Dept.	Vehicle Action	Deduct	Replace Cost?	Vehicle Value	Equip Value	Total Va
V-AB-017	2020	PIERCE	ENFORCER	4P1BCAGF9LA021581		88	FIRE	Modified	1,000	Yes	952,886	150,000	1,102,
V-AB-018	2020	PIERCE	ENFORCER	4P1BAAGFXLA021613		78	FIRE	Modified	1,000	Yes	744,940	150,000	894,
V-AB-002	2018	Ford	Explorer	1FM5K8AR8JGC43040		164	FIRE	Add	1,000	Yes	32,500	4,500	37,
AB-14308	2014	RAM	2 SL	3C6TR5JT2EG133586	57175D	162	FIRE	Modified	1,000	Yes	48,000	40,000	88,
AB-253	2022	FORD	RONCO	1FMDE5BH7NLB57982	D3563C	253	FIRE	Modified	1,000	Yes	36,000	5,000	41,
AB-2548	2001	PIERCE	LADDER TRUCK	4PICT02S31A0001732	30869D	91	FIRE	Modified	1,000	Yes	620,000	50,000	670,
AB-4177	2001	PIERCE	DASH PUMPER	4P1CT02S31A001701	30867D	90	FIRE	Modified	1,000	Yes	402,000	50,000	452,
	2007	FORD	Ext Cab F150	1FTRX12W87FB64260	45499D	140	FIRE				7,500	2,000	9,500
AB-17018	2017	Ram	4500 - Ambulance	3C7WRLCL3HG622190	63492D	163	EMS	Add	1,000	Yes	215,000	50,000	265,
AB-13896	2013	DODGE	NORTH STAR AMB	3C7WRKCL9DG584341	57310D	161	EMS	Modified	1,000	Yes	185,000	50,000	235,
AB-12336	2010	Ford	E450 Ambulance	1FDXE4FP0ADA17673	53705D	152	EMS	Add	1,000	Yes	162,000	38,000	200,
AB-2064	2007	FORD	E350 AMBULANCE	1FDXE45P27DA85208	47624D	142	EMS	Modified	1,000	Yes	120,000	38,000	158,
	2021	FORD	ECONOLINE	1FDXE4FN7MDC26802	7154D	154	EMS		1,000	Yes	125,000	50,000	175,0
Aberdee	n Fire	fighting	g Turnout Gear										
	Ass	set		Location		Current C	onditio	n Nur	mber of It	ems (eplacement alue	:
Bunker Gea Gloves, Ho		t, Pants, F	lelmet,	Personnel		Goo	od	Activ	ve use - 39	· · · · · · · · · · · · · · · · · · ·		\$113,10)0

		Fair	Back up Gear - 32	\$928,800
			Spare Gloves -10	\$850
			Spare Hoods - 4	\$120
Self Contained Breathing Apparate	JS			
SCBA Packs - Scott		Good	34	\$289,000
SCBA Bottles - Scott		Good	66	\$100,000
SCBA Masks - Scott		Good	48	\$18,500
RIT Pack - Scott		Good	2	\$300 each (\$600)
Fire Apparatus - Hose				
Asset	Location	Current Condition	Number of Items	Current Replacement Value
L10 - 1025 ft 4 LDH, 550 ft 2 1/2 in,	L10			
850 ft 1 3/4, 50 ft 1 1/2, 5 TFT				
Nozzles, 1 Propak				
E10 - 1000 ft 4 in LDH, 1000 ft 1 3/4, 600 ft 2 1/2, 3 TFT Nozzles, 3	E10			
Elkhart Nozzles, 1 Blitzfire	E12			

E12 - 1025 ft 4 in LDH, 700 ft 1 3/4, 750 2 1/2, 100 ft 1 1/2, 5 TFT Nozzles, 1 Blitzfire				
E14 - 1000 ft 4 in LDH, 600 ft 2 1/2,	E14			
150 ft 1 1/2,3 TFT Nozzle, 3 Elkhart Nozzles				
Fire Hose Totals - On Apparatus			-	Γ
4 inch LDH Water Supply Hose		\$985/100'	(82) 4075 ft	\$80,770
2 1/2 inch hose		275/50'	(50) 2500 ft	\$13,750
1 3/4 hose		193/50'	(71) 3550 ft	\$13,703
1 1/2 hose		\$150/50'	300 ft	\$900
Reserve Hose Supply				
4 inch LDH Water Supply Hose	HQ Fire Station	\$985/100'	(10) 1000 ft	9,850
2 1/2 inch hose	HQ Fire Station	\$275/100	(23) 1150 ft	6,325
1 3/4 hose	HQ Fire Station	\$193/100	(44) 2200 ft	8,492
Reserve Appliances				
TFT Nozzles	HQ Fire Station		16	
Elkhart Nozzles	HQ Fire Station		6	
Blitzfire Monitors	HQ Fire Station		(2,000) 2	4,000
Pro-Pack	HQ Fire Station		1	1,000
Task Force Intake Valve	HQ Fire Station		(1500) 2	3,000
Fire Equipment - Power Tools				
Chainsaws				
Stihl 046	Fire Apparatus	Good	(900) 2	1800
Stihl MS462C Rescue Chainsaw	Fire Apparatus	Good	1	1500
Stihl 026	Fire Apparatus	Good	1	700
Stihl 038	Fire Apparatus	Good	1	700
Echo QV8000 Vent Saw	Fire Apparatus	Good	1	700

Assorted Chains	Fire Apparatus			350				
Circular Saws								
Husqvarna K960	Fire Apparatus	Good	1	1800				
Husqvarna K970	Fire Apparatus	Good	1	2100				
Stihl TS400	Fire Apparatus	Good	1	1800				
Vent Fans								
Tempest Electric PPV	Fire Apparatus	Good	(3000) 2	6,000				
Unifire Gas PPV w/Exhaust Ext	Fire Apparatus	Good	1	3,000				
Blowhard BH20 PPV (Battery)	Fire Apparatus	Good	(5500) 2	11,000				
Extrication Equipment								
Holmatro PU5 Power Unit	E12	Good	1	8,400				
Holmatro 4150 Combi Tool	E12	Good	1	4,500				
Hurst Battery Combi Tool	M12	Good	1	5,000				
Holmatro DPU31 Power Unit	BC10	Good	1	12,000				
Holmatro 4050 NCT Cutter	BC10	Good	1	6,000				
Holmatro 4242 Spreader	BC10	Good	1	3,000				
Holmatro telescoping ram	BC10	Good	1	3,000				
Holmatro 3 Bag Heavy Duty Lift Syst	BC10	Good	1	4,500				
Thermal Imagers - Handheld	E10,E12,	Good	(6500) 2	13,000				
Thermal Imagers - SCBA mounted		Good	(500) 6	3,000				
Gas Detectors	E10, E12,	Good	(1000) 2	2,000				
Rehab Equipment - Awning, Benches		Good	1	750				

Aberdeen Communications:						
Asset	Location	Current Condition	Number of Items	Current Replacement Value		
		Poor	HT1000 - 2			
Portable Radios(Handheld)	Personnel	Fair	HT1250 – 40	226,500		
	Personner	Very Good	APX6000 -14 (4000)	220,500		
		Very Good	APX4000 -3 (3500)			
	HQ	Cood	Motorola (3500)			
		Good	2 -	10,000		
Base/Station Radios	Station 2			10,000		
	Mobile Radios - Vehicles	Good	Motorola - 12 (4000)	48,000		
Cell Phones	Vehicle basic phones	Good	6	3,000		
	Assistant Chief - Battalion Chief	Good	2	2,000		
ShoreTel Phone System - Handsets	All Buildings	Good	25	7,500		

Aberdeen Computers/ Laptops/ Electronics:

Location	Brand	Model	Desk/Lap	Processor	Memor y	Win 7 or 10	Purchase Date	Service tag	Issues	Dept Budget
ADMIN BLDG										
Jessica Chum	HP	400 G3	Desk	Intel i-5	8GB	7 pro	Jan-18	8CG74260L K	New	EMS
Susie Johnson	Dell	Optiplex 3020	Desk	Intel i-5	4GB	7 pro	Unknown	318DN02	Good	EMS
Chief	Dell	Vostro	Desk	Intel i-3	8GB	7 pro	11/29/201 1	HZROXR1	Good	Fire
Asst. Chief	Dell	optiplex 390	Desk	Intel i-5	4GB	7pro	4/10/2012	70ZLMS1	Good	Fire
HQTRS STA.										
Training Room 1	Dell	optiplex 745	Desk	Intel Core 2	3GB	7 pro	Unknown	JDVDMD1	Good	Fire
Training Room 2	Dell	optiplex 3046	Desk	Intel i-5	8GB	7 pro	11/8/2016	H3BKMD 2	Good	Fire
Training Room 3	Dell	optiplex 3046	Desk	Intel i-5	8GB	7 pro	11/8/2016	H3BLMD2	Good	Fire
Training Room 4	Dell	Optiplex 755	Desk	Intel i-5	2GB	7 pro	Unknown	G85DZF1	Good	Fire
Training Room 5	Dell	Optiplex 7010	Desk	Intel i-3	4GB	7 pro	8/21/2013	8MCY8Y1	Slow	EMS
Day Room 6	Dell	Optiplex 780	Desk	Intel Core 2	6GB	7 pro	Unknown	C11P3P1	Good	Fire
BC Office 7	Dell	Optiplex 7040	Desk	Intel i-5	16GB	7 pro	1/25/2017	GJS6CH2	Good	Fire
Fire Service Specialist	Microsof t	Surface Pro	Laptop						Good	Fire/EM S
M10	Getac	V110	Laptop	Intel i-5	8GB	10	May-17	RJ603V2538	Good	
M10	Getac	V110	Laptop	Intel i-5	8GB	10	Sep-18	RK303V1126	Good	
M16	Getac	V110	Laptop	Intel i-5	8GB	10	Sep-18	RK303V1127	Good	
M14	Dell	7214	Laptop	Intel i-5	8GB	10	Nov-17	1K0LNY1	Good	
FC101 MDT	Dell	7214	Laptop	Intel i-5	16GB	10	Jan-19	FFKCTG2	New	
BC10 MDT	Dell	7214	Laptop	Intel i-5	16GB	10	Jan-19	9FKCTG2	New	

SO, STA.										
SS Watch Room	HP	400 G3 Mini	Desk	Intel i-5	8GB	7 pro	Jan-18	8CG74260NQ	New	Fire
SS Watch Room									New	EMS
M12	Getac	V110	Laptop	Intel i-5	8GB	10	Sep-18	RK303V1128	Good	
M12	Dell	7214	Laptop	Intel i-5	8GB	10	Oct-18	G60QSG2	Good	
TABLETS										
Fire Prevention	Apple	IPad	1 - 10 In IPad						Good	
Fire Prevention	Apple	IPad	3 - Mini IPads						Good	
NETWORK										
PRINTERS										
Hqtrs Sta	Sharp	MX5051							Good	
So. Sta	Sharp	AR-M317							Good	
Admin. Bldg	Sharp	5050V							Good	
CAD Printer Rip/Run									Good	
CAD Printer Rip/Run									Good	
PAPER SHREDDERS										
Admin Bldg	Fellowes	1250							Good	
So. Sta	Fellowes	99i							Good	

ABERDEEN EMS EQUIPMENT	NUMBER OF UNITS	COST PER UNIT	TOTAL COST
LifePak 15	4	\$30,000.00	\$120,000.00
S-Scort Suction unit	4	\$900.00	\$3,600.00
LP 1000 AED	1	\$2,600.00	\$2,600.00
Meret Bag w/ equipment	4	\$3,200.00	\$12,800.00

Stryker powerload gurney	4	\$20,000.00	\$80,000.00
Stryker powerload system	3	\$30,000.00	\$90,000.00
Styker Stair Chair	5	\$1,900.00	\$9,500.00
ParaPac Vent	3	\$7,500.00	\$22,500.00
Intubrite video scope	4	\$2,300.00	\$9,200.00
Luxfer carbon O2 cylinder	8	\$250.00	\$2,000.00
Portable O2 manifold	1	\$1,000.00	\$1,000.00
Sager Traction Splint	4	\$350.00	\$1,400.00
Hartwell Combicarrier II	4	\$950.00	\$3,800.00
Backboards	10	\$195.00	\$1,950.00
Ferno Basket Stretcher	1	\$1,000.00	\$1,000.00
Pediamate Restraint system	4	\$360.00	\$1,440.00
Iron Duck PED Board	4	\$300.00	\$1,200.00
Thomas PED Bag	4	\$625.00	\$2,500.00
Vacuum Splint set	5	\$550.00	\$2,750.00
Tank Boss Oxygen Tank Lift	1	\$2,500.00	\$2,500.00
Stryker Tansfer Flat (tarp)	2	\$1,200.00	\$2,400.00
Engel EMS fridge	3	\$1,000.00	\$3,000.00
Binder Lift	3	\$600.00	\$1,800.00
EDU-Disinfection Lamp	1	\$4,500.00	\$4,500.00

Section 12, ItemA.

MedaSonics II Doppler	4	\$525.00	. ,
Disaster Backboards	20	100.00	\$2,000.00
		Total	\$387,540.00

Aberdeen Furniture:

Asset	Location	Current Condition	Number of Items
Recliners	Headquarters Fire Station	Fair	6
	Southside Fire Station	Fair	3
Office/Desk Chair	All Stations	Good	8 Workstations
Table Chairs	All Stations	Good	30
Conference Tables	Administation	Good	1
	Headquarters	Good	1

Section 12, ItemA.

Aberdeen Training Equipment			
Mobile Burn Trailer	Training Ground	Fair Value	
FF Rescue Mannequin	HQ Fire Station	Good	\$1,500.00

Cosmopolis Fire Asset List

Condition Scale:

Very Good	In new or near new condition. No damage, may have minor blemishes
Good	Not new, but very usable with no major damage, may have minor damage and/or blemishes
Fair	Older, usable, minor damage or blemishes, is or should be reserve capacity
Poor	Usable but older, worn, with significant damage and/ or blemishes, in reserve capacity
Unusable	Out of Service/ damaged

Cosmopolis Fixed Assets:

Asset	Location	Current Condition
HQ Station	111 D St.	Good
LPG Generator	111 D St.	Fair

Vehicles: (not to include stocked equipment)

Asset	Location	Current Condition	Number of items
2019 KME		Very Good	1
Engine*			
1991 E-1 Spartan		Fair	1
Engine			
1989 Grumman		Fair	1
Mack Engine			
1995 Freightliner	With mobile fill	Fair	1
Rescue	station, hydraulic		

	pump and		
	Generator		
1997 Ford Aid		Fair	1
Ambulance			
The City of Cosmop	olis will retain owner	ship of the 2019 KME	Fire Engine until
such time that the private loan used to purchase the engine is paid in full. The			
RFA will operate this engine as a front line apparatus during the time it is under			
the ownership of the City.			

Firefighting Equipment:

Asset	Location			Current Condition	Number of Items
Bunker Gear	Personnel Spares			Helmets Good	14
	Spares			Fair – Expire 6/23	16
				Fair – Expire 6/23	16
SCBA Packs				Good	16
SCBA Bottles				Good	32
RIT Pack	E21, E22			Good	2
4" Supply Hose				Good	1535 Feet
3" Hose				Good	2125 Feet
2 ½" " Hose				Good	1700 Feet
1 ¾″ ″ Hose				Good	900 Feet
1½ " Hose				Good	1300 Feet
1 ¾″ Nozzles				Good	15
2 1⁄2" Nozzles				Fair/Good	2
Chainsaws				Fair/Good	4
Vent Fans				Very Good	3
Hydraulic		1-	Rescue	Good	2
Extrication			unit		
Equipment					

	2- Engine 21		
Rescue 42 Rescue Struts		Good	1
Thermal Imagers		Good	2
Gas detectors		Good	1

Communications:

Asset	Location	Current Condition	Number of Items
Portable Radios(Handheld)		Good	22
Base/Station Radios		Good	6
Cell Phones		New	1
Fire Pagers		Good	10

Computers/ Laptops/ Electronics:

Asset	Location	Current Condition	Number of Items
Desktop		Good	1
Computers			
Laptop		Very Good	1
Computers			
Tablets/Ipads		Good	0
Printers		Good	3
Paper Shredders		Good	1
Cameras		All Fair	0

EMS Equipment:

Asset	Location	Current Condition	Number of Items
LifePack AED 1000		Good	3
ZOLL AED		Good	2
Gurneys/Manual		Good	1
Stair Chair		Good	1
Portable Suction		Good	0
Units			
Immobilization		Backboards-	4
(splints,		Fair to Good	
Backboards, KED,		Clam Boards -	1
Vacuum, Sager)		Good	
		Vacuum Splints-	1
		Fair to Good	
		KED-Good	2
		Stokes Basket-	2
		Fair	

Furniture & Appliances:

Asset	Location	Current Condition	Number of Items
Desks		Fair/Good	3
Office/Desk Chair		Fair/Good	3
Meeting Chairs		Good	45
Tables		Good	16
SCBA Compressor	111 D St.	Very Good	1
and Fill Station			
Clothes	111 D St.	Good	1
Washer			
Clothes Dryer	111 D St.	Good	1
Gear Extractor	111 D St	Poor	1

Gear Dryer	111 D St	Very Good	1

Misc. Small Equipment and Tools:

Asset	Location	Current Condition	Number of Items
Honda Generator		Fair/Good	1
Hand Tools	Vehicles, HQ	Shovels- Fair to Good	2
		Axes- Fair to Good	6
		Pike Poles- Fair to	5
		Good	
		Trash Hooks-	2
		Fair/Good	
		Haligans- Good	2
		Misc Tool boxes with	1
		Tools - good	
Station Tool Chest		Good	1
with tools			
60 gal. Station air	111 D St.	Good	1
compressor			
Hand Lanterns		Good	1
Dry Suits		Fair/Good	2
Mustang Suits		Fair/Good	4
Life Jackets		Fair/Good	9
Recue Style		Fair/Good	6
Helmets			
TSI Fit Test		Fair/Good	1
machine			
Training Smoke		Fair/Good	1
Machine			

Section 12, ItemA.

JOINT RESOLUTION

CITY OF ABERDEEN RESOLUTION NO

CITY OF COSMOPOLIS RESOLUTION NO. 2023-01

CITY OF HOQUIAM RESOLUTION NO. _____

A JOINT RESOLUTION of the City Council of the City of Aberdeen, the City Council of the City of Cosmopolis, and the City Council of the City of Hoquiam, providing for the submission to qualified electors of Aberdeen, Cosmopolis, and Hoquiam, at the special election to be held on April 25, 2023, of a proposition that, pursuant to Chapter 52.26 of the Revised Code of Washington, approves a plan to form a regional fire protection service authority within the boundaries of Aberdeen, Cosmopolis, and Hoquiam, effective January 1, 2024, and providing for other matters properly related thereto.

<u>RECITALS</u>

A. Providing an effective fire protection and emergency medical service system requires a collaborative partnership and responsibility among local and regional governments and the private sector.

B. There are efficiencies that can be gained by regional fire protection and emergency medical service delivery, while maintaining local control.

C. The City of Aberdeen ("Aberdeen"), the City of Cosmopolis ("Cosmopolis") and the City of Hoquiam ("Hoquiam") have a long history of a cooperative approach to meeting the needs of their citizens.

D. On January 25, 2019, the city councils of Aberdeen and Hoquiam formed a Planning Committee to explore the feasibility of forming a regional fire authority and to

draft a regional fire authority plan in accordance with the provisions of Chapter 52.26 RCW. On April 20, 2022, the city council of Cosmopolis voted in favor of joining the Planning Committee.

E. The Planning Committee met and prepared a Plan to create the "Central Grays Harbor Regional Fire Authority," and to govern and finance its operation. The Central Grays Harbor Regional Fire Authority Plan is being formally approved and adopted by each entity pursuant to this Joint Resolution "the Plan." A copy of the Plan is attached as **Exhibit A** and incorporated by this reference. Copies are also available from the administrative offices of Aberdeen, Cosmopolis, and Hoquiam.

F. The authority to form a Regional Fire Protection Service Authority is established by Chapter 52.26 RCW and requires that the voters in the area affected by the Plan must approve the Plan and establish the Regional Fire Protection Service Authority.

G. Therefore, in accordance with the Plan and state law, it is appropriate to place before voters within Aberdeen, Cosmopolis and Hoquiam (the proposed service boundaries of the Central Grays Harbor Regional Fire Authority) at an election to be held on April 25, 2023, a proposition calling for the approval of the Plan and the creation of the Central Grays Harbor Regional Fire Authority, to be initially funded by a property tax not to exceed \$1.50 per thousand and ambulance utility fees.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ABERDEEN, THE CITY COUNCIL OF THE CITY OF COSMOPOLIS, AND THE CITY COUNCIL OF THE CITY OF HOQUIAM DO HEREBY RESOLVE AS FOLLOWS:

RESOLUTION

<u>SECTION 1.</u> – <u>Adoption of the Plan for the Central Grays Harbor Regional Fire</u> <u>Authority.</u> The City Council of the City of Aberdeen, the City Council of the City of Cosmopolis, and the City Council of the City of Hoquiam hereby formally adopt the Central Grays Harbor Regional Fire Authority Plan, a true and correct copy of which is attached as **Exhibit A** and incorporated by this reference. **SECTION 2.** – Findings of The City Council of Aberdeen, The City Council of Cosmopolis, and The City Council of Hoquiam. The City Council of the City of Aberdeen, the City Council of the City of Cosmopolis, and the City Council of the City of Hoquiam hereby find that it is in the best interests of Aberdeen, Cosmopolis and Hoquiam to submit to the qualified electors of Hoquiam and Aberdeen at the special election to be held on April 25, 2023, a proposition to approve the Plan and to create the Central Grays Harbor Regional Fire Authority. The Plan authorizes the RFA to be initially funded by a property tax not to exceed \$1.50 per thousand and ambulance utility fees. If approved by a majority of the voters within the boundaries of the proposed Authority voting on the ballot proposition in accordance with RCW 52.26.060, this proposition would create a regional fire protection service authority," with boundaries coextensive with the boundaries of the City of Aberdeen, the City of Cosmopolis and the City of Hoquiam, effective January 1, 2024, initially funded by a property tax not to exceed \$1.50 per thousand and ambulance utility fees.

SECTION 3. - Proposition for Voter Submittal. There shall be submitted to the qualified electors of the City of Aberdeen, the City of Cosmopolis and the City of Hoquiam for their ratification or rejection, at the special election on April 25, 2023, the question of whether or not the Central Grays Harbor Regional Fire Authority should be created in accordance with the Plan. The City Council of the City of Aberdeen, the City Council of the City of Cosmopolis and the City Council of the City of Grays Harbor County, as *ex-officio* Supervisor of Elections, to call such election and to submit to the voters of the City of Hoquiam and the City of Aberdeen the following proposition at such election, in the form of a ballot title, pursuant to RCW 52.26.060, as follows:

CITY OF ABERDEEN CITY OF COSMOPOLIS CITY OF HOQUIAM PROPOSITION 1

The City of Aberdeen, The City of Cosmopolis, and The City of Hoquiam have adopted a Joint Resolution approving the Central Grays Harbor Regional Fire Authority Plan ("Plan") concerning the creation of the Central Grays Harbor Regional Fire Authority.

This proposition would approve the Plan and create the Central Grays Harbor Regional Fire Authority, effective January 1, 2024 to provide fire protection and emergency medical services funded by a property tax not to exceed \$1.50 per thousand and ambulance utility fees.

Should the Plan to create the Central Grays Harbor Regional Fire Authority be approved?

YES [] NO []

<u>SECTION 4</u>. – <u>Authorize Continued Acts of Regional Fire Authority Planning</u> <u>Committee</u>. The City Council of the City of Aberdeen, the City Council of the City of Cosmopolis and the City Council of the City of Hoquiam hereby authorize the Regional Fire Authority Planning Committee to continue operating on an as needed basis until the effective date of the Central Grays Harbor Regional Fire Authority. The Planning Committee shall function as the governing board for the purposes of carrying out the requirements of Chapter 52.26 RCW until such time as Central Grays Harbor Regional Fire Authority governing board is established pursuant to the Plan on January 1, 2024.

<u>SECTION 5.</u> - <u>Designation of Individuals to Receive Notices re: Ballot Title</u>. For purposes of receiving notice of any matters related to the ballot title, as provided in RCW 29A.36.080, the City Council of Aberdeen, the City Council of Cosmopolis, and the City Council of Hoquiam hereby designates the Fire Chiefs of Aberdeen. Cosmopolis and Hoquiam, and legal counsel of each city as the individuals to whom the County Auditor shall provide such notice. **SECTION 6**.- Implementation. The Fire Chiefs of Aberdeen, Cosmopolis and Hoquiam are authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including modifying the text of the "Central Grays Harbor Regional Fire Authority Plan" and the text of the ballot title and any other text, language and/or descriptions relative thereto necessary to conform such ballot title, text, language and/or descriptions to the intent of the parties, consistent with the objectives of this resolution. No substantive modifications to the ballot title, text, language and/or descriptions to the intent of the ballot title, text, language and/or descriptions to the intent of the ballot title, text, language and/or descriptions to the intent of the ballot title, text, language and/or descriptions to the intent of the ballot title, text, language and/or descriptions to the intent of the ballot title, text, language and/or descriptions to the intent of the ballot title, text, language and/or descriptions to the ballot title, text, language and/or descriptions of any document shall be made without the approval of the city councils of each city.

SECTION 7. Copies Filed with the Grays Harbor County Auditor. The Fire Chief of Hoquiam, or designee, is hereby authorized and directed, no later than February 24, 2023, to provide to the County Auditor a certified copy of this resolution and the proper city officials are authorized to perform such other duties or take such other actions as are necessary or required by law to the end that the proposition described in this resolution appear on the ballot before the voters of the proposed Central Grays Harbor Regional Fire Authority at the April 25, 2023 election.

<u>SECTION 8</u>. – <u>Severability</u>. If any section, subsection, paragraph, sentence, clause or phrase of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution.

<u>SECTION 9</u>. - <u>Ratification</u>. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

<u>SECTION 10</u>. - Effective Date. This resolution shall take effect and be in force immediately upon its passage.

ADOPTED by the Mayor and City Council of City of Aberdeen, Grays Harbor County, Washington, at an open public meeting of such city council on the _____ day of February, 2023.

Pete Schave – Mayor of Aberdeen

ATTEST:

Patricia Soule -- Finance Director

ADOPTED by the Mayor and City Council of the City of Cosmopolis, Grays Harbor County, Washington, at an open meeting of such city council on the _____ day of February, 2023.

Kyle Pauley – Mayor of Cosmopolis

ATTEST:

Julie Pope -- Finance Director

ADOPTED by the Mayor and City Council of City of Hoquiam, Grays Harbor County, Washington, at an open public meeting of such city council on the _____day of February, 2023.

Ben Winkelman – Mayor of Hoquiam

ATTEST:

Corrine Schmid – Finance Director

POLICE DEPARTMENT SURPLUS ITEMS

Vehicle Surplus, Crown Victoria

2008 Ford Crown Vic, LIC/ XMT67845D, VIN 2FAHP71V28X153256, 116,359 miles.

Building Surplus, PD Trailer House

Computer & Accessories Surplus for destruction (12 items)

Panasonic 2CTSA77012 (unserviceable/broken),

Panasonic 2GTYA09917 (unserviceable/broken),

Panasonic 5JTSA33011 (INV #0122, unserviceable/broken),

Toshiba laptop (7B310570Q, INV #0133, unserviceable/broken),

Computer Tower #0001 (incompatible operating system and system "full"),

Computer Tower #0045 (incompatible operating system and system "full")

Computer Tower #0037 (incompatible operating system and system "full")

Keyboard #0052 (broken),

Monitor #0047 (connections are too old to work)

Monitor #0140 (connections are too old to work and lines through screen)

Mouse #0051 (broken),

Keyboard #0134 (broken)

Firearm Surplus (7 shotguns, 4 pistols)

Glock 35, XEB627 Glock 35, XEB628 Glock 35, XEB626 Glock 35, FEC855

FN Herstal 12ga, #FL011271	FN Herstal 12ga, #FL011565
FN Herstal 12ga, #FL010554	FN Herstal 12ga, #FL011772
FN Herstal 12ga, #FL011614	FN Herstal 12ga, #FL011516
FN Herstal 12ga, #FL011660	

Return to: CITY OF COSMOPOLIS PO Box 2007 1300 First Street Cosmopolis, WA 98537

Street Vacation Release of Interest

This matter having come before the Mayor and City Council of the City by petition to acknowledge vacation by operation of law, and the Council being fully advised in this matter, hereby acknowledge vacation of the following described property:

The City hereby releases all interest in all streets and alleys, as described below, retaining any utility easements:

East 30 feet of Los Angeles Street from the center of Ocean Ave to the south city limits of Cosmopolis adjacent to Lot 16 of Block 27 in the Railroad Addition to Aberdeen

The Mayor and Council acknowledges vacation of the above-described property as having been unopened with five years of platting.

Dated this 15th day of February, 2023.

City of Cosmopolis Grays Harbor County, Washington

Kyle Pauley, Mayor

Julie Pope, Finance Director

STATE OF WASHINGTON) :ss County of Grays Harbor)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on the _____ day of _____, 2023, personally appeared before me Kyle Pauley and Julie Pope to me known to be the Mayor and Finance Director of the municipal corporation that has executed the within the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the seal of said municipal corporation.

IN WITNESS WHEROF, I have here unto set my hand and official seal the year and date first above written.

NOTARY PUBLIC in and for the State of Washington, residing at _____

Proposal By Linda Springer, Friends of Highland Corridor Beautification Project

Goals and Steps to success: :

- Purchase of 14 commercial concrete planters from Bayview Ready Mix
- Purchase of soil and fertilizer (partner with Aberdeen Parks, to reduce shipping cost for fertilizer)
- Purchase of flowers from Fessler Nursery (partner with the Hoquiam Beautification Committee to reduce cost of shipping, placing our order together).
- Work with the city for planter placement
- Schedule volunteers for planting, and water program for spring, summer, and early fall months.

Currently, Linda Springer plans are to find funding for Cosmopolis first 7 planters.

With that completed, plans are to work and move forward to purchase additional concrete planters as funding becomes available for the right side of the corridor. This will be accomplished through reaching out to businesses, grants, donors, fundraisers, and individuals.

The desired outcome of "Friends of Highland Corridor Beautification Project:

- Connecting citizens, improving the city, and enhancing the beauty of our community and connecting communities.
- Continue to build on our volunteer base and connect more business.
- We will continue to use the successful steps we have learned and established.
- thus far: (1) Provide information to the city, citizens, and Grays Harbor as a whole. (2) Plan and organize the project, work with the city, citizens, donors, and grantors to ensure that grant details are followed. (3) Meet timelines and outcomes

Donors will be recognized: With a celebration of donors at the new Highland Park communal/covered area, donor plaques mounted on pots, information will be shared on local radio programs, newspaper articles, and our Friends of Highland Park Group Facebook Page.

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY VEHICLE OPE COURSE (EVOC) TRAINING

THIS INTERLOCAL AGREEMENT FOR EMERGENCY VEHICLE OPERATION COURSE (EVOC) TRAINING ("Agreement") is entered by and among Grays Harbor County and the identified Cities and Tribal Agencies listed below, each of which is a municipal corporation of Washington State, and Tribes, which are federally recognized Tribes, all collectively referred to herein as the "Parties" and individually as a "Party".

County of Grays Harbor	City of Aberdeen
City of Hoquiam	City of Ocean Shores
City of Westport	City of Cosmopolis
City of Montesano	City of Elma
City of McCleary	Quinault Indian Nation

RECITALS

- A. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to jointly perform any governmental service, activity, or undertaking that it is authorized by law to perform.
- B. Emergency Vehicle Operations Course (EVOC) Training is essential and required for sworn law enforcement personnel. Providing this training collaboratively with other law enforcement agencies increases officer safety in multi-jurisdictional responses and pursuits and is an economically efficient use of resources.
- C. Emergency Vehicle Operations Course Training and Pursuit Intervention Training performed in a multijurisdictional format, requires financial costs associated with the maintenance and fueling of designated vehicles, outfitting of new designated training vehicles, as well as other equipment purchases such as safety cones, spray paint, etc.
- D. The Parties desire to execute this Agreement to memorialize the terms and conditions of the Program.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and mutual promises and covenants, the Parties agree as follows:

- 1. AUTHORITY. This Agreement is entered into pursuant to chapter 39.34 RCW.
- 2. ESTABLISHMENT OF EVOC TRAINING PROGRAM. The Parties through this Agreement hereby establish the EVOC Training Program ("EVOC" or "Program") for the purposes identified in this Agreement.

- 3. PURPOSE. The purpose of this Agreement is to provide for the joint and cooperative under Parties to establish, implement and manage an EVOC Program, identify those persons responsible for administering the Program, and define responsibilities as contemplated in RCW 39.34.030.
- 4. ORGANIZATION. No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
- 5. ADMINISTRATOR. The Montesano Police Department shall function as the administrator of the Program, in coordination and cooperation with the Parties. By functioning in this capacity, the City of **Montesano** is not assuming responsibility or liability for the actions or failures to act by the other Parties and/or their respective employees, representatives, or agents.
- 6. FINANCE. The City of Montesano will establish a designated fund for the multi-jurisdictional Emergency Vehicle Operations Course Program. Cooperating agencies of this agreement will financially aid the program by entering funds into this budget item. Decisions relating to the expenditure of these funds may only be achieved by majority support from all cooperating agency department heads for the agencies who are associated with this agreement.
- 7. EFFECTIVE DATE, AND DURATION. This Agreement shall be effective from the date the Agreement is executed by at least two Parties and shall remain in effect for five (5) years unless terminated or extended. This Agreement may be extended for additional consecutive terms upon the written agreement of the Parties.

8. EVOC PROGRAM AND RESPONSIBILITIES

- A. The **Montesano** Police Department will be responsible for the coordination of the Program, which includes Program organization, operation, budget, staffing, and training, in cooperation with the other Parties. A Montesano Police Officer shall function as the Program Coordinator. In no event shall the coordination of the Program by the **Montesano** Police Department be considered an allocation of liability to the City of Montesano under RCW 10.93.040.
- B. EVOC training will be provided annually in four (4 to 6) hour blocks. By January 15th of each year, the Montesano Police Department will announce the training dates for the subsequent year and advise when classes will be open for registration.
- C. The Montesano Police Department in coordination with the Aberdeen Police Department will arrange for the use of sufficient training facilities to conduct the EVOC training. The Parties agree to work cooperatively to provide waivers that may be required for the use of such space. The cost of the training facilities and equipment will be incorporated into the Program attendee fees.
- D. Each Program attendee will receive four (4) hours of regular EVOC training per year. Pursuit Immobilization Technique (PIT) instructions will be provided to attendees only when such maneuvers are authorized by the attendee's department policy. The Program attendee is responsible for advising his/her instructor when the PIT maneuver IS NOT authorized by the attendee's employing agency. Basic PIT training will be provided in a 6-hour format for those authorized agencies to perform PIT, however, the student has not yet received the initial certification.

- E. Each Party shall keep a current copy of its pursuit policy on file with the Program Coo Program attendees will also be required to bring a copy of the pursuit policy to training for discussion.
- F. Each Party will be responsible for providing the vehicles and fuel to be used by its Program attendees for training purposes. Each Party shall be responsible for any insurance, repairs, fuel, maintenance, damage, or loss to its equipment and vehicles operated by its employees while participating in Program activities and shall hold the other Parties harmless for the same.
- G. The Program will provide donated chase and PIT instruction vehicles for the Program use but encourages the Parties to make additional donations of vehicles to the Program for future use.
- H. The parties listed in this agreement will agree to make a payment of twenty-five dollars (\$25.00) per student from their agency to the Finance Agency. This monetary contribution will be placed into the designated multi-agency line item for the City of Montesano. The monies provided for this fund can only be used to maintain, operate, and enhance the multi-agency Emergency Vehicle Operations Course Program. The Montesano Police Department Designee will report the activity of this account to the cooperating agencies' department heads annually.
- I. The Program Coordinator or his/her designee shall have the authority, in his/her sole discretion, to remove or prohibit any attendee from participating in training activities due to unprofessional, unsafe conduct, or other inappropriate conduct. The attendee's employing agency will be advised accordingly.
- J. The Parties agree to work cooperatively together in good faith in coordinating the Program activities and performing their obligations under this Agreement.

9. PROGRAM INSTRUCTORS

- A. All EVOC instructors will be required to have successfully completed the Basic Emergency Vehicle Operations Instructor Training Course provided by the Washington State Criminal Justice Training Commission or the equivalent.
- B. The Parties will work cooperatively to ensure that there are sufficient qualified EVOC instructors available to meet the needs of the Program. While the **Montesano** Police Department will provide instructors for the Program, each Party is encouraged to provide EVOC instructors for the Program with the required number of instructors based on the size and training needs of the Party. Each party reserves the right to make changes in its personnel assigned, which includes the number of personnel assigned. The Parties will work cooperatively with the Program Coordinator for the purposes of scheduling instructors and Program attendees.
- C. All persons functioning as EVOC instructors for the Program will be expected to remain for the entire duration of the session for which they are providing instruction.
- D. The Program Coordinator or his/her designee shall have the authority, in his/her sole discretion, to remove or prohibit an instructor(s) from participating in instruction activities based on performance, attendance, teaching ability, unsafe conduct, unprofessional, or other inappropriate behavior. The instructor's employing agency will be advised accordingly.

E. Nothing in this Agreement shall prohibit or otherwise prevent a Party from sending designated supervisory personnel to any training for the purposes of monitoring and/or evaluating their agency's personnel, training or equipment.

10. FEES

- A. Each Party will be required to pay the **Program through the Montesano Police Department** a fee of (\$25.00) twenty-five dollars for every Program attendee the Party sends to participate in the Program. The fees will be calculated and adjusted based on the actual costs of providing the Program.
- B. The Montesano Police Department will invoice each Party for all attendee fees. Invoices shall be paid within 30 days of the invoice date. Any Party failing to pay the invoiced amount may be excluded from participation in the Program. The Montesano Police Department will make every attempt to invoice these fees approximately 15 days prior to the New Year, to assist with the parties' financial budgets.
- C. Agencies who have donated a vehicle for a PIT Training Vehicle during the year will be excluded from being invoiced during that training year. For the purposes of defining, "A donated PIT Training Vehicle": a PIT training vehicle is a patrol sedan or SUV which has been outfitted with a metal bumper system (PIT bumper system) and the airbags of the vehicle have been removed as well as the ABS braking system has been disengaged.
- D. TRAINING RECORDS. Upon successful completion of Program training, each Party will receive verification of its employee's Program attendance. Each Party shall be responsible for the maintenance and retention of training records for its employees.
- 11. TERMINATION, DISSOLUTION, PROPERTY DISPOSITION. Any Party may terminate their participation in this Agreement for any reason upon 60 days prior written notice to the other Parties. The termination of a Party shall not automatically result in the dissolution of this Agreement. A terminated Party assumes no responsibility for the acts or omissions occurring after the effective termination date but shall remain liable for acts or omissions occurring prior to the effective date of termination. The Program may be dissolved in its entirety by unanimous agreement of all Parties. Upon termination or dissolution, all property provided by the Party or Parties for Program use will be returned to the respective contributing agencies unless otherwise agreed.

12. INDEPENDENT CAPACITY, AND RESPONSIBILITIES.

A. Each Party and its respective employees or agents shall act as an independent contractor and continue to be the employees or agents of that Party (the primary commissioning agency) which shall be solely and exclusively responsible for that employee or agent and shall not be considered for any purpose whatsoever to be employees or agents of another Party to this Agreement. No Party shall have the authority to bind another Party nor control the employees, agents, or contractors of another Party to this Agreement. All rights, duties, and obligations of the employer shall remain with the primary commissioning Agency. Each Party agrees to indemnify, defend and hold harmless the other Parties in any action arising from or related to the negligence of its own employees, including all costs of defense and attorney's fees.

B. Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, equipment, costs, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees. No Party shall have the authority to bind another Party nor control the employees, agents, or contractors of another Party to this Agreement. All rights, duties, and obligations of a Party shall remain with that Party.

13. INSURANCE

- A. Each Party will maintain sufficient insurance coverage to cover any and all hazards, damages, costs and liabilities associated with the Program activities, which shall at minimum include the following coverage:
 - i. General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall not contain any exclusions which relate to or arise out of the Program activities under this Agreement. The policy will contain a severability of interests' provision.
 - ii. Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for each occurrence with respect to each of Party's owned, hired, and non-owned vehicles on the premises at the EVOC training. The policy will contain a severability of interests' provision.

14. INDEMNIFICATION

- A. Each Party shall indemnify, defend, and hold harmless the other Parties, and the other Parties' officers, employees, and agents from any and all allegations, complaints, losses, claims, damages, attorney's fees, or costs for wrongful and/or negligent acts or omissions of the Party and/or its officers, employees, or agents relating to or arising out of Program activities. In the case of allegations, complaints, losses, claims, damages, attorney fees, or costs against more than one Party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. The Parties shall cooperate and jointly defend any such matter to the fullest extent allowed by law. Nothing in this Agreement is intended to waive any defense under Title 51 RCW.
- B. A Party's obligation to defend, indemnify, and hold harmless the other Party shall not be eliminated or reduced by any alleged concurrent negligence by the other Party. Any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the percentage of fault attributable to each of the other Parties. Moreover, the Parties agree to cooperate and jointly defend any such matter to the fullest extent allowed by law. A Party that has withdrawn assumes no

responsibility for the actions of the remaining members arising after the date of withdr remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

15. NONDISCRIMINATION. No Party shall discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veterans status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.

16. GOVERNING LAW, VENUE, WAIVER OF IMMUNITY.

- A. This Agreement shall be governed by the laws of the State of Washington. Each Party consents to the personal jurisdiction of the Superior Court of the State of Washington for all Party claims, disputes, proceedings, or actions in any way arising under, or relating to, this Agreement or the subject matter of this Agreement. The venue for any such claim shall be exclusively in the Grays Harbor Superior Court. Each Tribe hereby expressly grants a limited waiver of sovereign immunity to suit solely for the purposes of this provision. The Tribes will neither direct nor authorize their respective insurers to raise defenses of sovereign immunity or treaty rights on behalf of the Tribes for Party claims authorized by this provision.
- B. Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the Tribe or any of its officers, agents, or employees, or against the Tribal Council or any member thereof, other than as specifically provided herein. In no event shall this Agreement be construed to authorize attachment, execution, or other judicial processes against the real property of the Tribe, any property held in trust by the United States or subject to a restriction against alienation imposed by federal law, or any funds held by or on behalf of the Tribe and derived from federal or state grants or contracts.
- C. The provisions of this section shall survive for three (3) years after the expiration or termination of this Agreement.
- 17. FILING. Prior to its entry into force, this Agreement shall be filed with the Grays Harbor County Auditor's Office or, alternatively, listed by subject on the website or other electronically retrievable public source in compliance with RCW 39.34.040.
- 18. ADDITIONAL PARTIES. Additional governmental entities may to be added as a party to this Agreement in the future by executing an addendum to this Agreement executed by the party requesting to begin participation in the Program and all current Parties to this Agreement. The Addendum must be filed with the Grays Harbor Auditor's Office in compliance with RCW 39.34.040.
- 19. NOTICE. All notices under this Agreement may be delivered or mailed to the Sheriff or Chiefs of other Parties' law enforcement agency. All notices mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

- 20. COMPLIANCE WITH LAWS. The Parties at all times exercise their rights and perform t respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction.
- 21. NO JOINT VENTURE. Nothing contained in this Agreement shall be construed as creating any type any type or manner of partnership, joint venture, or other joint enterprises between the Parties.
- 22. INTEGRATION. This Agreement contains all terms and conditions agreed upon by the Parties, except necessary operational agreements between Participating Agencies in the furtherance of hereof and supersedes any other agreement or understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
- 23. AMENDMENT. This Agreement may be amended from time to time as deemed appropriate by the Parties, provided, any such amendment shall not become effective unless written and signed by all Participating Agencies with the same formality as this Agreement.
- 24. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
- 25. NO THIRD-PARTY BENEFICIARY. It is the specific intent of the Parties that this Agreement shall not confer third-party beneficiary status on any non-party, including but not limited to the citizens of any Party's jurisdiction.
- 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, with each counterpart, deemed an original. In the event that fewer than all named Parties execute this Agreement, the Agreement, when filed as provided herein, shall be effective as between the Parties that have executed the Agreement to the same extent as if no other parties had been named.
- 27. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by any Party to this Agreement. Any attempt to assign this Agreement shall be void.
- 28. WAIVER. A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from the subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
- 29. SEVERABILITY. These provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid, or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement, and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contact the particular provision.
- 30. SURVIVAL. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement, or extension thereof.
- 31. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

- 32. ENTIRE AGREEMENT. This Agreement contacts the entire understanding of the Parties and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement.
- 33. AUTHORIZATION. Any authorizations, actions required or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the Party. Each Party warrants and represents to the other that a person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they signed and, if applicable, to waive sovereign immunity as required by this Agreement.

DATED this _____ day of _____, 2022

APPROVED

BRETT VANCE, MONTESANO CHIEF OF POLICE

DATED this ______ day of ______, 2022

APPROVED:

APPROVED:

VINI SAMUEL, Mayor

CHRISTOPHER JOHN COKER, City Attorney

ATTEST:

GRETCHEN SAGEN, Chief Financial Officer

APPROVED AND EXECUTED this _____ day of _____, 2022

BOARD OF COMMISSIONERS GRAYS HARBOR COUNTY, WASHINGTON

VICKIE RAINES, Chair

JILL WARNE, Commissioner

KEVIN PINE, Commissioner

ATTEST:

Jenna Amsbury, Clerk of the Board

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APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF ABERDEEN

APPROVED:

DALE GREEN, Chief of Police

APPROVED AS TO FORM:

PATRICE KENT, City Attorney

PETE SCHAVE, Mayor

PATRICIA SOULE, Finance Director

ATTEST:

APPROVED:

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APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF OCEAN SHORES

APPROVED:

NECCIE LOGAN, Chief of Police

APPROVED TO FORM:

BRENT F. DILLE, City Attorney

CRYSTAL DINGLER, Mayor

ATTEST:

APPROVED:

SARA D. LOGAN, City Clerk

Section 12, ItemF.

APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF WESTPORT

APPROVED:

NATE SAUNDERS, Chief of Police

APPROVED:

ROB BEARDEN, Mayor

APPROVED AS TO FORM:

ATTEST:

WAYNE HAGEN, JR., City Attorney

MARGO TACKETT, City Clerk - Treasurer

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APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF COSMOPOLIS

APPROVED:

HEATH LAYMAN, Chief of Police

APPROVED AS TO FORM:

STEVE JOHNSON, City Attorney

KYLE PAULEY, Mayor

JULIE POPE, Finance Director

APPROVED:

ATTEST:

APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF MONTESANO

APPROVED:

BRETT VANCE, Chief of Police

APPROVED AS TO FORM:

CHRISTOPHER COKER, City Attorney

VINI SAMUEL, Mayor

GRETCHEN SAGEN, City Financial Officer

APPROVED:

ATTEST:

APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF ELMA

APPROVED:

APPROVED:

SUSAN SHULTZ, Chief of Police

JIM SORENSEN, Mayor

APPROVED AS TO FORM:

ATTEST:

RICK HUGHES, City Attorney

DIANA EASTON, City Clerk

102

APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF MCCLEARY

APPROVED:

SAM PATRICK, Chief of Police

CHRISTOPHER MILLER, Mayor

APPROVED AS TO FORM:

CHRISTOPHER COKER, City Attorney

WENDY COLLINS, Clerk – Treasurer

APPROVED:

ATTEST:

APPROVED AND EXECUTED this _____ day of _____, 2022

QUINAULT INDIAN NATION

APPROVED:

MARK JAMES, Chief of Police

By: _____

SIGNATURE

PRINT

Title: _____



INTERAGENCY AGREEMENT DEPARTMENT OF NATURAL RESOURCES (DNR) and

City of Cosmopolis Fire Department

NO. 93-103992

PI: 221, 222, 223, 224
Funding Source: State
Grant Funded: □ Yes ⊠ No
COVID 19 Contractor Vaccination Declaration required □ yes
⊠ No, the work performed is not subject to Proclamation Requirements.

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named District/RFA/Department here in after referred to as City of Cosmopolis Fire Department.

DNR and City of Cosmopolis Fire Department enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Cosmopolis Fire Department 111 D Street Cosmopolis, WA 98537 Phone: 360-532-6429 FAX: N/A Email: cosifire@cosmopoliswa.gov

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The limited purpose of this Agreement is for City of Cosmopolis Fire Department to provide employees, referred to as single resources, equipment, material and/or Agreement No. 93-103992 1 of 11

services for wildfire or other emergency response and to establish DNR's payment and reimbursement responsibilities to City of Cosmopolis Fire Department for providing such single resources, equipment material and/or services. Dispatches under this agreement are limited to the State of Washington, unless the single resource is rostered on a Pacific Northwest Incident Management Team (IMT) type 1, 2 or 3.

2.0 Scope of Work. The City of Cosmopolis Fire Department shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to perform work set forth in the Attachment A - Scope of Work.

3.0 Period of Performance. The period of performance of this Agreement shall begin on City of Cosmopolis Fire Department, August 19, 2022 and end on March 1, 2027, unless terminated sooner as provided herein.

4.0 Billing Procedures. City of Cosmopolis Fire Department shall submit invoices within sixty (60) days of the last date of demobilization. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice and required documentation. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of DNR's fiscal year, which is June 30th.

Each invoice submitted to DNR shall include information needed by DNR to determine the actual expenditures to be reimbursed and the exact nature of all approved expenditures for services provided. Invoices & billing packages shall be prepared according to the requirements outlined in Attachment A

5.0 Records Maintenance. City of Cosmopolis Fire Department shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by City of Cosmopolis Fire Department in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. City of Cosmopolis Fire Department shall keep all books, records, documents, and other material relevant to this Agreement for the retention period established under the applicable Washington State Records Retention Schedule. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

7.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

8.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

10.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

11.0 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules, that supersede applicable State of Washington statutes and regulations;
- (2) State of Washington statutes and regulations
- (3) Scope of Work; and
- (4) Any other provisions of the agreement, including materials incorporated by reference.

12.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

13.0 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

14.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

15.0 Responsibilities of the Parties/Indemnification.

DNR shall indemnify and hold harmless the City of Cosmopolis Fire Department from all claims, costs, damages or expenses arising out of the negligent acts or omissions of DNR. Likewise, the City of Cosmopolis Fire Department shall indemnify DNR from all claims, costs, damages or expenses arising out of the negligent acts or omissions of the City of Cosmopolis Fire Department. In the case of negligence of both the

City of Cosmopolis Fire Department and DNR, any damages shall be levied in proportion to the percentage of negligence attributable to each party. For this purpose, each party by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

16.0 Insurance. Before using any of said rights granted herein and its own expense, City of Cosmopolis Fire Department shall purchase and maintain, [**optional**: or require its agent(s)/subcontractor to purchase and maintain,] the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

City of Cosmopolis Fire Department shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. City of Cosmopolis Fire Department shall also provide renewal certificates as appropriate during the term of this Agreement.

City of Cosmopolis Fire Department shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of City of Cosmopolis Fire Department to have its subcontractors and agents comply with the insurance requirements contained herein does not limit City of Cosmopolis Fire Department's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

<u>Commercial General Liability (CGL) Insurance</u>: City of Cosmopolis Fire Department shall purchase and maintain commercial general liability insurance with a limit of not less than \$2,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must Agreement No. 93-103992 4 of 11 cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

<u>Employer's liability ("Stop Gap") Insurance</u>: City of Cosmopolis Fire Department shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$2,000,000 each accident for bodily injury by accident and \$2,000,000 each employee for bodily injury by disease.

<u>Business Auto Policy (BAP) Insurance</u>: City of Cosmopolis Fire Department shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." City of Cosmopolis Fire Department waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

<u>Industrial Insurance (Workers Compensation)</u>: City of Cosmopolis Fire Department shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. City of Cosmopolis Fire Department waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance.

ADDITIONAL PROVISIONS:

<u>Additional Insured</u>: DNR, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

<u>Cancellation</u>: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
- 2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

<u>Insurance Carrier Rating</u>: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

<u>Self-Insurance</u>: If City of Cosmopolis Fire Department is self-insured, including insurance under a recognized governmental entity insurance pool evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that City of Cosmopolis Fire Department's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of City of Cosmopolis Fire Department is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

<u>Waiver</u>: City of Cosmopolis Fire Department waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

17.0 Covid-19 Vaccination Requirement. Pursuant to Proclamation 21-14.2 – COVID-19 Vaccination Requirement, as now or hereafter amended by the Governor ("Proclamation"), contractors who have goods, services, or public works contracts with a Washington state agency, including the Department of Natural Resources (DNR), must ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements of the Proclamation, unless exempted as prescribed by the Proclamation. Compliance with the Proclamation is mandatory. Contractor shall comply with the Proclamation.

18.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

District Contract Manager Information	DNR Contract Manager Information
Nick Falley	Aidan Palm
City of Cosmopolis Fire Department	Department of Natural Resources
1300 1 st St	601 Bond Rd.
Cosmopolis, WA 98537	Castle Rock, WA 98611
Phone : 360-532-9230	Phone: 360-575-5089
Fax: N/A	Fax: N/A
Email address: cosifire@cosmopoliswa.gov	Email address: Aidan.palm@dnr.wa.gov
District Project Manager Information	DNR Project Manager Information

19.0 Contract Management.

Nick Falley	Jeff Bortner
City of Cosmopolis Fire Department	Department of Natural Resources
1300 1 st St.	601 Bond Rd
Cosmopolis, WA 98537	Castle Rock, WA 98611
Phone : 360-532-9230	Phone: 360-575-5089
Fax: N/A	Fax: N/A
Email address: cosifire@cosmopoliswa.gov	Email address: jeff.bortner@dnr.wa.gov

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

This Agreement is intended to supersede the previously executed IAA agreement No. 93-103992. This agreement is not intended to supersede any existing Forestland Response Agreement (FLRA).

IN WITNESS WHEREOF, the Parties have executed this Agreement.

City of Cosmopolis Fire Department

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES (DNR)

Signature	Date	Signature	Date
Name		Name	
Title		Title	
Address		Address	
Telephone		Telephone	

ATTACHMENT A

SCOPE OF WORK

This agreement is to allow City of Cosmopolis Fire Department to provide personnel for wildfire or emergency response within the State of Washington and to define DNR's responsibility to pay and reimburse City of Cosmopolis Fire Department. This includes IMT members and wildland resources (personnel, equipment, services and supplies available, or potentially available, for assignment to incidents) Personnel and equipment are described by kind and type, e.g., ground, water, air, etc., and may be used in tactical, support or overhead capacities at an incident. This agreement will not be an avenue for dispatches to fires outside of the State of Washington with the exception of rostered Type 1, 2 and 3 IMT members. This agreement does not address wildfire or emergency response operations, incident command or operational decisions.

If a district/department has a Forest land Response Agreement (FLRA) it will take precedence over this agreement for dispatches to wildfire incidents, and this agreement will only be used for dispatching of IMT members to non-wildfire/all-hazard incidents.

This agreement extends to all District/Department members as defined below:

- Washington Fire Service (WFS) agency personnel that are full-time and part-time paid employees, and personnel under contract/agreement with the District/Department will be paid by the District/Department. DNR will reimburse District/Department costs as outlined in this agreement. Personnel covered under this section are regularly paid by the agency for performed work and are compensated the same for work including if assigned to an incident covered by this agreement "Full and Part Time Personnel."
- Members dispatched by DNR from a WFS agency that have contracts for the sole purpose of responding to wildfire or non-wildfire incidents outside of the agency's jurisdictional boundaries are paid by the agency and reimbursed in accordance with the Washington State Wage & Equipment Rate Guide "Temporary Personnel."
- Members of a WFS agency who are volunteers will need to be hired by DNR via the DNR casual hire process and paid directly by DNR. This may be completed pre-season, and shall be completed prior to the first dispatch. The local DNR Region office will handle the casual hire process.

District/Department agrees that/to:

1) All personnel dispatched will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;

- 2) Provide a copy of the Master IQS Record for each participating employee (needed to update status in Interagency Resource Ordering Capability (IROC);
- 3) Provide local DNR Dispatch with status of each employee who is listed as a rostered IMT member every Monday by 1200 hours. Dispatch will then update their status in IROC for that week (0800 Tuesday to 0800 Tuesday).
- All personnel and equipment dispatched will be paid by the District/Department; (except volunteers will follow payment procedures outlined in their individual agreement and be paid directly by DNR);
- 5) All Equipment and Personnel dispatched under this agreement will arrive at each incident with a copy of their current agreement.
- 6) Invoice for personnel, equipment, & travel cost billed to DNR shall be submitted within sixty (60) days and will include the following:
 - a. DNR Personnel Reimbursement Request Worksheet
 - b. Original Emergency Fire Time Report (OF-288); hourly wage rate including salaries & benefit (regular and OT) for personnel hours on the OF-288.
 - c. Original Shift Ticket (OF-297) documenting mileage to/from incident as well as daily mileage incurred on the incident signed by incident supervisor.
 - d. Original Emergency Equipment Use Invoice (OF-286) signed by finance section on the incident.
 - e. Copy of district/department shift schedule
 - f. Earning statements showing hourly wage for each employee
 - g. Receipts or Copy of Employee travel reimbursement for travel expenses.
 - h. Copy of Resource Order card.
- 7) Volunteers shall submit original copies of payment documents directly to the DNR region office for payment.
- 8) For fire line or off-road use, only utilize agency owned vehicles or procured rental vehicles. If agency owned vehicles are available, they shall be used prior to procuring a rental vehicle.
 - a. Rental vehicles for off-road use must be procured using the USFS NERV rental vehicle agreement.
 - b. Off-road rental vehicles procured from alternative sources other than the agreement listed above are not compensable.
 - c. Rental vehicle authorization must be documented on the resource order. Please speak with your local DNR Region for more specific information.
 - d. In order to provide appropriate tracking for all rental vehicles, rentals ordered for overhead shall be ordered using the resource's O#. They do not require their separate resource order number.
 - e. The use of USFS NERV rental vehicles is specific to off-road use. Rental vehicles used for non-fire line positions must be approved on the resource order, and shall be rented through alternative sources other than the USFS NERV rental vehicle agreement.

DNR agrees that/to:

- 1) Status the employee in the Interagency Resource Ordering Capability System (IROC).
- 2) Dispatch resources on preseason IMT rosters, and alternate pool list.

- 3) Reimburse the District/Department within 30 days of receipt of complete & accurate invoice and required documentation.
- 4) Reimburse the District/Department for Temporary Personnel under contract or agreement with the District/Department, as defined above, per the Interagency Wildfire Resource Wage Rates in the Washington State Wage & Equipment Rate Guide.
- 5) Reimburse the District/Department for Full and Part Time Personnel (as defined above) to the resource provider at the resource provider's actual total cost. This will include backfill cost for the Full-time Personnel as outlined in the State Mobilization Plan.
 - a. DNR will reimburse district/department of all regular scheduled hours for the personnel assigned to the incident.
 - b. The DNR will not pay for muster time, wildland premium pay, portal to portal, or other unspecified pay provisions.
 - c. Sleeping Periods, Meal Breaks, Time required for vehicle/equipment maintenance, Crew Change Time, Out of Service Time are considered non-compensable.
- 6) Reimburse Fire Service District/Department for approved travel expenses. The following guidelines apply:
 - a. Per-diem is authorized for resources while traveling to an incident for meals that they are in travel status for the entire DNR designated meal period, and will be based on where the resource stops to sleep.
 - i. Breakfast: 7AM-8AM
 - ii. Lunch: 12PM-1PM
 - iii. Dinner: 6PM-7PM
 - b. Once arriving at an incident all resources shall stay and eat in camp. Resources may not seek reimbursement for meals or lodging unless services are not provided by the incident.
 - c. Approval for per diem shall be documented on the resource order card, or through written approval including justification, from the Incident Commander.
 - d. Reimbursement for approved per-diem for incidents in Washington will be paid in accordance with Washington State Office of Financial Management (OFM) rates. Receipts are not required.
 - e. Reimbursement for approved per-diem for incidents outside Washington, will be paid using the U.S. General Service Administration (GSA) daily per diem rates, applying the following breakdown: 25% for Breakfast, 30% for Lunch, 45% for Dinner, applied to daily totals including meals & incidental rates. Receipts are not required.
 - f. Local resources who return home each night, and do not remain in camp overnight will not be entitled to per diem.
 - g. Hotels will only be reimbursed at actual expenses including daily rate and applicable taxes, not to exceed the government rates established in (GSA). All hotel reimbursements require an itemized receipt, and must be approved with a resource order or written approval from the Incident Commander. Booking fees associated with online travel agents are non-compensable.
 - h. Alternate accommodations may be utilized at the expense of the user. The cost for alternative accommodations is not reimbursable.
 - i. For travel home if sack lunches are provided, per diem claims will not be reimbursed.
 - j. Travel time to and from the incident will be paid according to the DNR pay provisions in the Washington State Wage & Equipment Rate Guide.

- k. Travel time and cost associated with picking up and dropping off rental vehicles will be paid according to the DNR pay provision in the Washington State Wage & Equipment Rate Guide.
- 7) Reimburse the district/department for all approved supply expenses approved at the incident. The following guidelines apply
 - a. All supply expenses, with the exception of rental car fuel, require a resource order from the incident in order to be reimbursable.
 - b. Itemized receipts must be included for all supply purchases in order to be eligible for reimbursement.
- 8) To pay all volunteers directly, unless otherwise requested in writing by the Chief. Volunteers will be paid for hours worked at the rates in the Washington State Wage & Equipment Rate Guide.
- 9) Reimburse district/department for Equipment Cost at the rates published in the Washington State Wage & Equipment Rate Guide.
 - a. All equipment will be paid at the wet rate
 - b. All equipment will be paid based on the resource order
 - c. All equipment will be paid according to the DNR provisions in the Washington State Wage & Equipment Rate Guide.

APOLLO JANITORIAL SERVICES LLC

QUOTE

Date: 2/9/2023

Sales: 360-589-6905 Office 425-217-9090 office@apollosweeping.com

Sales: AJS@apollosweeping.com Customer: city of cosmopolis

Email: jnations@cosmopoliswa.gov

Phone:

Project Title: Cosmopolis cemetery



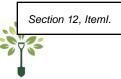
Project Description: Landscaping maintenance

Scope of work	Total visits		Monthly cost	Annual cost
To maintain cosmopolis cemetery for 12 months which include 14 requested mows during Holiday/growing season. The upkeep will include servicing before all major holidays specified with the city of cosmopolis, and general upkeep during the fall/winter months	24		\$1,350.00	\$16,200.00
		Per month		\$1,350.00
		%Tax	8.90%	\$120.15
		Total/month		\$1,470.15

Thank you for the opportunity to bid on your business. We look forward to working with you

Sincerely,

AJS Property Maintenance



Landscape Service Agreement

This Service Contract ("Agreement") made 2/9/2023, is by and between: **Apollo janitorial** services LLC (AJS LLC) & City of cosmopolis.

Contractor: **Apollo janitorial services LLC** with a mailing address of 4620 E lake Sammamish parkway NE, Sammamish WA 98074

Client: City of Cosmopolis with a mailing address of 1300 1st ST, Cosmopolis WA 98537

City of Cosmopolis agrees to pay **Apollo Janitorial services LLC** the following compensation: **\$1,350.00 monthly + TAX** for the following services: **Bi- Weekly Landscape Maintenance+** holiday mows.

Scope of work

City of cosmopolis cemetery will be visited 2x monthly for general upkeep with 14 holiday mows. Holiday mows will be specified in scope of work. Any additional work requested will be subjected to estimate and customer approval.

- Jan-February debris & leaf cleanup 2x each during these months.
- **March** Mow, line trimming, blow head stones 1x during this month.
- April-August Mow, line trim, blow head stones 2x each month. (May 14th mother day, May 29th Memorial Day, june14th flag day, June 18th Father's Day, July 4th Independence Day)
- September-November Mow, line trim, blow head stones 1x each of these months. (Nov 11th veterans' day)
- **December** Debris & leaf cleanup 2x during this month.

Terms & Agreements

Apollo janitorial services LLC shall provide, while performing Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and best industry practices.

If any of the Services performed by the contractor breach Agreement are defective or incomplete, the Client shall have the right to notify the contractor, at which time the contractor shall promptly correct such work within a reasonable time.

Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, keys, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

Confidentiality. Service Provider & client acknowledges and agrees that all financial and accounting records, including amounts paid, therefore, and any other data and information related to the Client's or contractors' business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client & contractor and information which is a matter of public record, Service Provider and client shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider, client or any other person, except with the prior written consent of the Client or contractor.

Taxes. Contractor shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present of drugs or alcohol the contractor is to be notified and representing worker to be asked to leave client property.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

Client's Signature	Date
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Contractors Signature		Date
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