



REGULAR COUNCIL AGENDA

Fire Hall - 111 D Street
April 19, 2023 at 7:00 PM

1. **FLAG SALUTE - PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER - ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **PUBLIC COMMENTS**
5. **CONSENT AGENDA**
 - A. Claims Vouchers
 - B. Meeting Minutes - March 15, 2023 Council Meeting
6. **COMMITTEE REPORTS**
7. **CITY OFFICIAL REPORTS**
 - A. City Administrator Report
 - B. Fire Chief Report
 - C. Public Works Superintendent Report
 - D. Police Chief Report
 - E. Finance Director Report
8. **MAYOR'S REPORT**
9. **NEW BUSINESS**
 - A. Region 3 Omnibus Mutual Aid Agreement
 - B. WSP Fire Mobilization Agreement
 - C. Fire Mobilization Agreement
 - D. Ordinance 1382 (CFD Volunteer Compensation)
 - E. Resolution 2023-02 (CFD Volunteer Compensation)
 - F. Police Employee Agreement (Amended)
10. **COUNCIL COMMENTS**
11. **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

Webinar ID: 849 2381 9930
Passcode: 991194
Phone Number: (253) 215-8782



REGULAR COUNCIL MINUTES

Council Chambers – 1300 First Street

March 15, 2023 at 7:00 PM

1. FLAG SALUTE - PLEDGE OF ALLEGIANCE

2. CALL TO ORDER - ROLL CALL

PRESENT

Councilmember Candice Makos, Councilmember Robinson, Councilmember Miles Wenzel

Councilmember Robinson made a motion to excuse Councilmember Ancich and Carlisle. It was seconded by Councilmember Wenzel. Motion carried. Voting Yea: Councilmember Makos, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

3. APPROVAL OF AGENDA

Motion made by Councilmember Wenzel to approve the agenda, Seconded by Councilmember Robinson.

Voting Yea: Councilmember Makos, Councilmember Wenzel, Councilmember Robinson

4. Swear in New Officer and Police Clerk

Police Chief Layman swore in Officer Darrell Tevis and Police Clerk Kasey Grove

5. Budget History Presentation

Finance Director Pope and City Administrator Raines gave a budget history presentation for 2005 through 2023.

6. PUBLIC COMMENTS

Linda Springer - She spoke in favor of the mental health navigator position.

Steve Davis - He spoke in favor of the mental health navigator position.

Cathy Shapansky - She emailed a letter of support for the mental health navigator position.

7. CONSENT AGENDA

Motion made by Councilmember Makos, Seconded by Councilmember Robinson.

Voting Yea: Councilmember Makos, Councilmember Wenzel, Councilmember Robinson

8. COMMITTEE REPORTS

Finance Sub Committee - Councilmember Wenzel stated they discussed tonight's presentation. He stated we need to prepare for the rest of the year with the mill being down.

9. CITY OFFICIAL REPORTS

City Administrator - He discussed people dumping brush and other items at Makarenko Park. We may have to close the compost program. He announced the Shorelines Master Program Periodic Review will have a public hearing on April 10th with AHBL and the Planning Commission. Linda

Springer asked to apply for grant funding for Lions Park. Councilmember Robinson made a motion to approve the request to apply for a grant to purchase playground equipment for Lions Park with City support. Councilmember Wenzel seconded. Councilmember Robinson made a motion to amend his original motion to include playground equipment and infrastructure. Councilmember Wenzel seconded. Amendment motion carried. Voting Yea: Councilmember Makos, Councilmember Wenzel, Councilmember Robinson.

Finance - Director Pope reminded everyone to pick up their spring clean up vouchers. Spring Clean up is April 17th through the 22nd.

Police Chief - Hiring has been completed and hoping to reduce overtime hours. We have experienced a significant increase in fentanyl over doses.

Fire Chief - He stated that Volunteer Phil Simms is now an EMT. He said the first public forum regarding the RFA was held last night. Cosmopolis will hold a public forum on March 28th at 6:00 p.m. for the RFA. We onboarded Sandy Laird to help with administrative duties.

10. MAYOR'S REPORT

Mayor Pauley reminded everyone that filing week is in May.

11. OLD BUSINESS

A. Mental Health Navigator Position

Chief Layman discussed the importance of the position. Lt Jeff Salstrom of the Hoquiam Police Department discussed the history of the position and what it entails. Lt. Salstrom stated there is nothing needed from the Council at this point in time. Cathy Shapansky spoke about her experience with the mental health navigator. Elena, the mental health navigator, spoke about her position.

12. NEW BUSINESS

A. HDR Amendment #1 - Mill Creek MOIP

Motion made by Councilmember Robinson to approve HDR Amendment #1, Seconded by Councilmember Makos.
Voting Yea: Councilmember Makos, Councilmember Wenzel, Councilmember Robinson

B. RV Dwelling Permit - 1200 2nd St

Motion made by Councilmember Wenzel to approve the RV Dwelling Permit for 1200 2nd Street, Seconded by Councilmember Robinson.
Voting Yea: Councilmember Makos, Councilmember Wenzel, Councilmember Robinson.

C. Water Meter Quote

Motion made by Councilmember Makos to approve the purchase of water meters for , Seconded by Councilmember Robinson.
Voting Yea: Councilmember Makos, Councilmember Wenzel, Councilmember Robinson

13. COUNCIL COMMENTS

Councilmember Makos thanked everyone for their presentation for the navigator position. She also spoke about the new water meters.

Councilmember Robinson welcomed the new officer and police clerk. He spoke in support of the navigator position.

Councilmember Wenzel thanked the officers for their help with the fentanyl overdoses. He also thanked everyone for their presentation regarding the navigator position. He also congratulated the new officer and police clerk.

14. PUBLIC COMMENTS

Mary Delong stated a boat has been parked on the street for months. Chief Layman stated he would speak to her about it after the meeting.

Cathy Shapansky thanked Linda Springer and Lt Salstrom for coming tonight and discussing the mental health navigator position.

Clay Retherford asked about the grass clippings down on Second St. Administrator Raines stated that is not being affected.

Nathan, 1200 Second St thanked the Council for approving the RV dwelling permit.

Linda Springer commented on the letter Mayor Pauley wrote regarding his support for the HOPE project to receive grant funding.

CITY OF COSMOPOLIS

DARRIN C. RAINES

CITY ADMINISTRATOR

Section 7, ItemA.



PHONE (360) 532-9230

FAX (360) 532-9215

WWW.COSMOPOLISWA.GOV

EMAIL: DRAINES@COSMOPOLISWA.GOV

April 17, 2023

RE: April 19, 2023, City Administrator Council Report

Item 1) *Shoreline Master Program (SMP) Periodic Update-* We have a draft of the Shoreline Master Program Periodic Update on our city website at [2023 Shoreline Master Program \(SMP\) Periodic Review - City of Cosmopolis \(cosmopoliswa.gov\)](https://www.cosmopoliswa.gov/2023-Shoreline-Master-Program-(SMP)-Periodic-Review-City-of-Cosmopolis). We held a Joint Public Hearing with the Washington State Department of Ecology and our Planning Commission on Monday April 10th at 6:30 PM at City Hall.

Comments on the Draft Plan will be received until April 19th.

This project is fully funded by grant funds and is required by the Washington State Department of Ecology.

Item 2) *Office of Chehalis Basin, Department of Ecology-* I have been placed on the Land Acquisitions Committee for the Office of Chehalis Basin that is part of the Department of Ecology. We held our first meeting in Chehalis last week and will be meeting monthly to create a draft policy for the Office of Chehalis Basin to use going forward for acquiring properties that may be in the Flood Zone and may be too expensive to raise or protect.

I want to be very clear that any properties considered would only be from willing land owners who no longer want to worry about being in a Flood Zone and are looking at opportunities to be able to sell their property and to reduce their Flood Hazard. Property owners are paid a fair market value agreed upon by both parties.

Item 3) *Public Works Committee-* We will be getting together within the next week to discuss hillside movement, street damage, storm drainage, and possible road restrictions along Mill Creek Drive, and Alder Drive.

I would like to request a Workshop at 6:00 PM before the May 17th Council Meeting to discuss these concerns so we can have a clear direction moving forward.

Item 4) *Municipal Building Update-* We are hoping to have a date set for the bid opening of the new Municipal Building. There has been a delay in finalizing some of the final details of the building as the Architect searches for more cost-effective materials as well as better availability of those materials.

I will be meeting with the Architect tomorrow to discuss setting potential bid dates.

Item 5) *Pape' Kenworth Update-* Pape' Kenworth has submitted their plans to the Building Official for their proposed building remodel. The estimated value of the work is more than \$2,000,000. Their goal is to be able to start work by the end of May.

Item 6) *Public Works-* public Works Superintendent Jeff Nations is on vacation this week and has submitted a written report. I however want to thank Jeff, Tom and Jamin for all their work this past month including almost finishing installation of the new water meters. I believe they have less than 5 to go.

Sincerely,

Darrin C. Raines

Darrin C. Raines
City Administrator



COSMOPOLIS FIRE DEPARTMENT

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

Nick Falley, Fire Chief

City Council Report April 19, 2023

Mutual Aid Agreements

Later in the meeting, I am asking for approval on a Washington State Patrol Fire Mobilization Interagency Agreement and Grays Harbor County Fire Agencies Mobilization Cooperation Interagency Agreement. Both of these agreements support the department's ability to request and send mutual assistance to other fire departments especially during wildland firefighting.

Deputy Chief Tarabochia

Deputy Chief Mark Tarabochia and his wife have both accepted jobs out of the area and have moved. Chief Tarabochia's last day with the Cosmopolis Fire Department was April 1, 2023. I would like to thank him for all he has done for the department and myself over the past year. We wish him and his wife nothing but the best in their next endeavor.

RFA Update

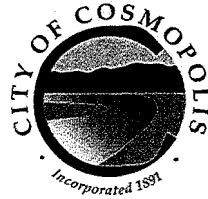
We have concluded the Regional Fire Authority Public Information sessions in each city. The election is next Tuesday, April 25th.

Annual Maintenance

Sandy has been working hard to schedule all of our required annual maintenance/test for our equipment. Last week, we had E21 and E22 pumps tested and they passed. Next month we will have our hoses and ladders tested. On May 31st, we have L&I scheduled for a compliance walkthrough of the Public Safety Building.

Respectfully Submitted,

Nick Falley



April 14, 2023

RE: April 19, 2023 Public Works Superintendent Report

(Item 1) Washington State Department of Transportation Repair cost estimate for US 101 Light pole replacement and 3 LED head retrofits. (see estimate)

This light pole is located @1412 First Street in front of Coffee Brake. It was destroyed by a vehicle a few years ago. I contacted WSDOT to see what we could do to get this replaced. I've been working with them for 4-5 months and we now have an agreement for WSDOT to come in and replace the pole and retrofit the other 3 lights to LED. We are paying them for the parts and labor it costs to do the job. The estimate is much cheaper from WSDOT than for the city to have to subcontract out individually each contractor to complete this job.

I am asking the council to approve the agreement signed by the City Of Cosmopolis and Washington State Department Of Transportation for the amount of \$8,665. *(This is the cost of the estimate.)*

(Item2) Update on water meters

Public works crew finished installing all of our ¾" and 1" meters. We installed 137 water meters this month. We have 10 Water meters left to install and the whole city is completed. These range from 2", 4", and 6".

Through the whole meter change out process, we found multiple small water leaks while changing the meters. We fixed all of them as well while changing the meters.

I also want to give a big thank you to my crew Tom and Jamin for the extremely hard work they put in to get these meters installed. We are very excited not to have to install meters next winter!



(Item 3) Update Lions Club Park Playground and covered area

A new swing set has been ordered and has shipped. Install date tentative end of May. Covered area building is ordered, concrete for covered area is scheduled for June. After concrete has cured for about 30 days then covered area can be installed.

Sincerely,

Jeff Nations

Jeff Nations
Public Works Superintendent



Project Review Reimbursable Agreement

Project Review Reimbursable Agreement		Applicant or Local Agency City of Cosmopolis	
Agreement Number J C 1541		Billing Address PO Box 2007 Cosmopolis, WA 98537	
SWV/Payee #			
Region Olympic		Contact Email jnations@cosmopoliswa.gov	
Contact Name Jeff Nations		Contact Phone 360-532-9230	
Estimated Costs This estimate is based on the best available information to date and includes WSDOT's Indirect Cost Rate		Surety Amount \$ <input checked="" type="checkbox"/> Not Applicable	
SR	MP	Project Name	
Detailed Description of Work by WSDOT			
<input checked="" type="checkbox"/> Project Review Review of Design Submittals <input checked="" type="checkbox"/> Inspection Inspection of construction within WSDOT R/W <input type="checkbox"/> Other			

This AGREEMENT is entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY," hereinafter the "ENTITY;" herein after referred to individually as the "Party" and collectively as the "Parties."

Recitals

- The ENTITY has requested WSDOT to perform the above described work, and WSDOT is authorized and willing to perform the work.
- The ENTITY is responsible for the costs associated with the work.

NOW THEREFORE, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement,

It Is Mutually Agreed to As Follows:

1. GENERAL

- The WSDOT agrees to perform the above described work requested by the ENTITY, using state labor, equipment and materials.
- To secure payment of the potential costs incurred in the review process, WSDOT requests that a Surety Amount in the form of Bond, Assignment of Escrow, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.
- All WSDOT reviews, and/or inspections provided by WSDOT are solely for the benefit of WSDOT and not for the ENTITY or any other third party.

2. PAYMENT

- 2.1 The ENTITY, in consideration of the faithful performance of the work by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the work, including WSDOT's current administrative indirect cost rate.
- 2.2 The ENTITY agrees to make payment for the work by WSDOT within thirty (30) calendar days from the date of a state invoice.
- 2.3 The ENTITY agrees that if it fails to make payment within thirty (30) calendar days of the invoice, the WSDOT may charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a WSDOT contracted collection agency resulting in the assessment of additional fees and/or penalties.
- 2.4 Upon payment of all WSDOT invoices by ENTITY, WSDOT will release rights of remaining Surety Amount.

3. INCREASE IN COST

- 3.1 The Parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated costs by more than twenty-five (25) percent the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties.

4. ASSIGNMENT

- 4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

5. INDEMNIFICATION

- 5.1 The ENTITY shall defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the ENTITY or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. ENTITY specifically assumes potential liability for the actions brought by ENTITY'S employees and solely for the purposes of this indemnification and defense, ENTITY specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. ENTITY recognizes that this waiver was the subject of mutual negotiations.

This indemnification and waiver shall survive the termination of this Agreement.

6. AMENDMENT

- 6.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. TERMINATION

- 7.1 Either Party may terminate this Agreement, with or without cause, by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. The ENTITY will reimburse WSDOT for all charges up to the date of termination.

8. DISPUTES

- 8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

8.2 In the event that a dispute arises under this Agreement which cannot be resolved by the parties as outlined in Section 8.1, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.

8.3 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court.

9. TERM OF AGREEMENT

9.1 The term of the Agreement shall begin upon the date of execution and shall remain in effect until WSDOT has completed the above described work and the ENTITY has made full payment, whichever comes last, unless modified according to Section 6, "AMENDMENT," above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last signed by the PARTIES below.

REQUESTING ENTITY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Printed: _____	Printed: <u>Karen Boone, PE</u>
Title: _____	Title: <u>Project Development Engineer</u>
Date: _____	Date: _____



Location of Damaged Property: US 101 in Cosmopolis				Description of Damage: No damage, providing a quote to the City of Cosmopolis for installation of 1 luminaire pole with LED head, and installation of 2 other LED heads on existing poles.			Code: N/A
Maint. Area Location: N/A	SR: SR101	MP: 80.95	County: 14	Date Observed:	Accident Rpt. No. N/A	Unit Org. Code: 435512	Cont. Section:
Name and Address of Owner: City of Cosmopolis				Name and Address of Driver: N/A			
Year, Make, Type of Vehicle: N/A		License N/A		Police Div: N/A		Badge No.: N/A	

Labor Description	Reg. Hours	OT hours	Amount
Transportation Systems Tech D	5.00		\$340
Transportation Systems Tech C	5.00		\$326
Total Labor Estimate			\$666
Equipment Type	Hrs		Amount
7-5 Truck, Manlift, 65'	5.00		\$96
Total Equipment Estimate			\$96
Material Type	Commodity	Qty	Amount
POLE AND BRACKET WIRE	2809594758	60.00	\$185
LUMINAIRE FIXTURE LED COOPER NAVION 400W- MULTI (120-277)	2857651156	4.00	\$3,663
SINGLE FUSED ESNA	2857660135	2.00	\$86
PLATE KEEPER FOR LUMINAIRE POLES	2858058501	1.00	\$30
FUSE FIBRE TUBE BUSS KTK 10AMP 600 VOLTS OR LESS	2853466271	2.00	\$39
BOLT AND NUT ASSEMBLY WITH 5 PIECES (3 WASHERS, 1 NUT, 1 BOLT GALV 3/4 IN. D	5508546079	1.00	\$173
STEEL MAST ARM TYPE 1 16FT	2857610096	1.00	\$1,081
POLE 40 FEET 3 HOLE BASE TYPE 1 STEEL	2858065030	1.00	\$2,645
Total Material Estimate			\$7,903
Total Direct Charges			\$8,665

Submitted By Tobin, Roger	Date: 04/12/2023	Title: Electronics Supervisor
Approved By:	Date:	Title:
Completed:		



COSMOPOLIS POLICE DEPARTMENT

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

Council Report 04/19/2023

We received a grant of \$10,000 through WASPC (Washington Association of Sheriffs and Police Chief's). There are no matching funds required for this. The money must be spent towards training of law enforcement officers in our agency regarding House and Senate Bills that were passed (HB 1310, 1735, 2037 and SB 5066). We have begun the process of providing this state-mandated training. Most of the funds will be spent on equipment for doing the training in-house and through multi-agency training efforts, the remaining will be spent on on-line video training such as the recently accomplished "Duty to Intervene" mandatory training.

Overdoses of narcotic analgesics, specifically fentanyl (potent synthetic opioid drug that is approximately 100 times more potent than morphine and 50 times more potent than heroin), continue to be a concern for our area. Our officers have been able to respond to numerous overdose events and save lives through the application of NARCAN (naloxone nasal spray) which we received free of charge (including the training). We've used up our supply of this and are working on receiving additional supplies through a grant source.

We are working towards being completely "paperless" with citations for the purposes of buying criminal, infraction, and parking citations. We are currently using SECTOR exclusively for criminal and infraction citations and are working with our court to also use this process for parking citations. This will eliminate a reoccurring expense for the citations used and for the expense of buying additional citations every time the courts change required language and forms on the citations causing us to throw away leftover citations.

We have signed up for a free service to offer our community at the lobby of the PD/FD for the disposal of prescription medications. We will be placing a Drug Take-Back Receptacle in the lobby. This will serve our community in providing a safe and secure gathering location for disposing of unused or expired medications, including those that contain controlled substances. This program is done in compliance and pursuant to RCW 69.48 and WAC Chapter 246-480.

Misc. Items

CALLS FOR SERVICE

We've had 181 calls for service between 03/15/2023 and 04/17/2023. This is slightly up from 172 calls between the last two council meetings.

Respectfully submitted,

A handwritten signature in black ink that reads 'H. Layman'.

Heath Layman, Chief

"A Community Partnership"



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

FINANCE DIRECTOR REPORT April 19, 2023

AUDIT

The Audit is still in the final review process. I am hoping to hear back from the State Auditor's office early next week.

ANNUAL REPORT

The 2022 Annual Report is nearly completed. I am finishing up the notes and then it will be ready to submit.

MARCH 31, 2023 FINANCIALS

The general fund is down \$92,000 for the first quarter of the year. The biggest impacts this year have been to the Utility Tax on Electricity and Sales Tax. First Quarter B&O tax will be collected this month. I am expecting it to be much less than the previous year.

INTEREST ON BOND FUNDS

Currently the money for the new municipal facility is in our savings account at Bank of the Pacific. It is currently earning .04%. I would like to ask the City Council permission to move the funds into the Local Government Investment Pool which is currently earning 4.753%.

UTILITY TAX ALLOCATION

Our utility tax on city owned utilities is 13.5%. 6% goes to Streets, 5% goes to Equipment Reserve, and 2.5% goes to the Fire Equipment Fund to help pay for the fire truck. We would like to temporarily put the 5% allocation for Equipment Reserve into the General Fund to help offset the current losses. This would average an additional \$5,500 per month.

Sincerely,

Julie Pope
Finance Director

**Region 3 Mutual Aid Agreement
Omnibus Agreement**

This OMNIBUS AGREEMENT is made and entered into by the undersigned counties, cities, tribes, political subdivisions, and state institutions of higher education located in or contiguous with the Washington State Homeland Security Region 3 counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston – hereafter referred to as “Members” - to enable them to provide assistance to each other as requested.

WHEREAS, the Members have expressed a mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage assistance among Members to this agreement; and

WHEREAS, in the event of an emergency, a Member to this Omnibus Agreement may need assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Member may own and maintain equipment, stock materials and employ trained personnel for a variety of public services and shall, under certain conditions, lend its supplies, equipment and services to other Members in the event of an emergency; and

WHEREAS, the proximity of the Members to each other enables them to provide expedited assistance to each other.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Member agrees as follows:

Article 1 - APPLICABILITY

This Omnibus Agreement is available for execution to all counties, cities, tribes, other political subdivisions, and state institutions of higher education located within, or contiguous with, the counties mentioned above. Execution of this Omnibus Agreement shall occur when the Member signs an identical version of this Omnibus Agreement.

Article 2 - DEFINITIONS

- A. Asset means anything that has value to the organization. Assets are defined, but not limited to, any function or department, including, but not limited to Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.

- B. Assistance means employees, services, equipment, materials, or supplies offered during incidents, emergencies or disasters by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where assistance from other Members is necessary or advisable, as

mutually determined by the lending Member and requesting Member. Assistance may also be offered to support training, drills and exercises.

- C. Assistance Costs means any expenses that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. After eight (8) hours, the borrower incurs all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the lending agency agrees to provide resources by mobilizing the same. Further agreements regarding costs are addressed herein in Article 11, "Payment for Services and Assistance".
- D. Borrower means a member county, city, tribe, other political subdivision, or state institution of higher education that has adopted, signed and subscribes to this Omnibus Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- E. Contact Person(s) means the person or persons designated by each Member to request Emergency Assistance from or grant Emergency Assistance to another Member pursuant to the terms of this Omnibus Agreement.
- F. Counterparts: This Agreement may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document. The Regional Lead Coordinating Agency shall maintain an original and/or a copy of each signature sheet for each participant.
- G. Designated representative shall be identified and designated by each Member to serve as the representative of their respective Member in any meeting to work out the language or implementation issues of this Omnibus Agreement.
- H. Emergency includes, but is not limited to, any human-caused or natural event or circumstance within the area of operation of any participating Member causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Member or Members, in terms of personnel, equipment and facilities, thereby requiring assistance.
- I. Emergency Contact Information Form is the form to be submitted to the Regional Lead Coordinating Agency and Designated Representative by each Member listing names, addresses, and 24 hour phone numbers of the Contact Person(s) of each Member. Alternatively, the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Contact Person(s) is acceptable.
- J. Event refers to an incident, emergency, disaster, training, drill or exercise which causes a Borrower to request assistance from a Lender under this Omnibus Agreement.

- K. Execution means an action, whereupon the occurrence of which comes after a Member has followed an approved legal process.
- L. Institution of higher education means a state university, regional university, The Evergreen State College, community college, or technical college authorized under Title 28B RCW of the State of Washington, Higher Education.
- M. Lender means a Member who has subscribed to this Omnibus Agreement and has agreed to deliver assistance to another Member pursuant to the terms and conditions of this Omnibus Agreement.
- N. Omnibus Agreement means identical agreements executed in counterparts, which bind the executing Member to its terms and conditions to provide and receive assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement by a Member binds that Member to all other Members who have executed an identical Omnibus Agreement in counterparts. To be effective for purposes of receiving assistance, this Omnibus Agreement must be fully executed and received by the Subscribing Member's Designated Representative.
- O. Member as a term used in this Agreement refers to any function, agency, department, county or city government and their departments and agencies, tribes, other political subdivisions, and state institutions of higher education, including, but not limited to, Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- P. Political Subdivision includes, but is not limited to, any county, city or town, tribe, fire district, port, public utility district, or school district.
- Q. Repository Agency is the Regional Lead Coordinating Agency, or Thurston County, in the absence of a regional organization. This agency shall maintain records, lists, etc. relative to this Omnibus Agreement.
- R. Termination Date is the date upon which this Agreement terminates pursuant to Article 29, herein.

Article 3 - PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary. Execution of this Agreement is therefore not legally binding on a Member until the Member agrees to become a lender or borrower in accordance with its terms. Once this Omnibus Agreement is executed, Members are obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this

Omnibus Agreement, except to make payment if applicable, as specified in Article 11 of this Omnibus Agreement. However, Members who execute the Omnibus Agreement are encouraged to:

- A. Ensure that other Members have their organization’s most current Emergency Contact Information, and possess a good understanding about how to request assistance under this Agreement.
- B. Participate in scheduled meetings, coordinate training, as well as plan for operations and implementation issues to the extent possible.
- C. Operate under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

Article 4 - ROLE OF DESIGNATED REPRESENTATIVE OF MEMBERS

Members agree to identify a Designated Representative who shall serve on behalf of their respective Member to clarify language or implementation issues of this Omnibus Agreement.

The Designated Representative of each Member shall:

- A. Participate in any meetings convened on the implementation of this Omnibus Agreement.
- B. Obtain and communicate to relevant Member departments the discussion items and decisions of the meeting, as they bear on interoperability among Members.
- C. Maintain a copy of this Omnibus Agreement (including amendments) and a list of the Members. The Designated Representative of the Regional Lead Coordinating Agency shall maintain a master copy of the agreement and accompanying original Member signature pages.
- D. The Designated Representative of the Regional Lead Coordinating Agency shall ensure that each Member has a copy of the signature page of newly executed Omnibus Agreement(s).
- E. The Designated Representative of the Regional Lead Coordinating Agency shall provide each Member with copies of the Emergency Contact Information Forms provided by the other Members. The Designated Representative of each Member shall ensure that the Regional Lead Coordinating Agency has current Emergency Contact Information for their respective Member.
- F. The Designated Representative of each Member shall notify the Lead Coordinating Agency in writing upon their Member’s termination of participation in this Omnibus Agreement. In turn, the Designated Representative of the Regional Lead Coordinating Agency shall notify all Members whenever a Member terminates its participation in this Omnibus Agreement.

- G. Maintain and distribute checklists to assist Members in the planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 5 - REQUESTS FOR ASSISTANCE

A Member may request assistance of other participating Members in preventing, mitigating, responding to and recovering from incidents, emergencies, disasters, or in concert with drills or exercises. Requests for assistance shall be directed to the designated contact person(s) on the contact list provided by the Members. Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days. The extent to which the Lender provides any assistance shall be at the Lender’s sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

Article 6 - GENERAL NATURE OF ASSISTANCE

Assistance shall be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Member. A Member shall not be held liable to any other Member for failing to provide assistance. A Member has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are “borrowed”, with reimbursement (if applicable) and terms of exchange varying with the type of resource as defined in Articles 7 and 8. The Members hereto recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. A subscribing Member maintains the option of submitting a request for assistance directly to the State or Federal government or through any other mutual aid agreement or compact the Member agency is party to.

Article 7 - LOANS OF EQUIPMENT

At the sole discretion of the Lender, equipment may be made available upon request of a Member. Equipment and tool loans are subject to the following conditions:

- A. Assets and equipment of a Lender shall continue under the command and control of the Lender, but shall be under the operational control of the appropriate officials within the incident management system of the Borrower.
- B. At the option of the Lender, loaned equipment may be loaned with an operator. See Article 8 for terms and conditions applicable to use of borrowed personnel.
- C. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower’s receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender’s possession within 24 hours following notification.

- D. Borrower shall, at its own expense, provide consumable supplies needed to operate equipment unless mutually agreed upon otherwise. The Borrower shall take proper precaution in its operation, storage and maintenance of Lender's equipment. Members are responsible to ensure that Equipment shall be used only by properly trained and supervised operators. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its fitness for particular purpose.
- E. Lender's cost related to the transportation, handling, and loading/unloading of equipment shall be borne by the Borrower unless mutually agreed upon otherwise. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender's employees who perform such services.
- F. Without prejudice to a Lender's right to indemnification under Article 12, in the event loaned equipment is lost or damaged while being dispatched to Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment that is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than Members to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. No Member shall be liable for damage caused by the sole negligence of another Member's operator(s).

Article 8 - LOANS OF PERSONNEL

Any Lender personnel providing assistance to Borrower shall remain under the command and control of the Lender, to include medical protocols, standard operating procedures and other protocols. The organizational units shall be under the operational control of the appropriate authorities within the incident management system of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the Borrower's response operation. When supervisory personnel are loaned, the lender may make stipulations on the scope and duties of supervisory personnel loaned.

Any valid licenses, certifications, or other permits issued to Lender personnel by Lender or Lender's state, evidencing qualification in a professional, mechanical or other skill, may be recognized by the Borrower during the term of the event and for purposes related to the event. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.

The Lender must ensure that loaned personnel have the ability, skill, and certification necessary to perform the work required and may be obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

The Members' Designated Representative shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 9 - RECORD KEEPING

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender shall be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and shall be provided to the Borrower as needed. If no personnel are loaned, the Lender shall provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article 10 - INDEPENDENT CONTRACTOR

Lender shall be and operate as an independent contractor of Borrower in the performance of any assistance. Employees of Lender shall, at all times while providing assistance, continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who provide assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Article 11. In no event, shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of, or as agent for Borrower under or by virtue of this Omnibus Agreement.

Article 11 - PAYMENT FOR SERVICES AND ASSISTANCE

When a request for assistance is made, the Lender and Borrower will determine if reimbursement for services will be requested. Optimally, payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Lender and Borrower will agree no reimbursement is necessary.

When reimbursement has been negotiated, the Borrower shall pay the Lender for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice. If this presents a hardship, the Borrower can make a request to the Lender to revise the payment timeframe. In the event Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days.

Article 12 - INDEMNIFICATION AND LIMITATION OF LIABILITY

A. INDEMNIFICATION. Except as provided in section B, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing assistance to the Borrower, whether arising before, during or after performance of the assistance and whether suffered by any of the Members or any other person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington.

B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Any Member shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Member from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Member’s officers, employees, or agents acting in bad faith or performing activities beyond the scope of their training or duties.

C. LIABILITY FOR PARTICIPATION. In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.

D. DELAY/FAILURE TO RESPOND. No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.

E. DISPUTE RESOLUTION PROCEDURES. Each Member seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Member shall have the right to participate in the defense of said claim to the extent of its own interest. Member’s personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

Article 13 - SUBROGATION

- A. **BORROWER’S WAIVER.** Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing assistance to the Borrower under this Omnibus Agreement.

- B. **LENDER’S RESERVATION AND WAIVER.** Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self-insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender’s insurance policies permit such waiver.

Article 14 - WORKER’S COMPENSATION AND EMPLOYEE CLAIMS

Lender’s employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Member shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers’ compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Member shall provide worker’s compensation in compliance with statutory requirements of the State of Washington.

Article 15 - GOVERNMENTAL AUTHORITY

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the events covered by this Omnibus Agreement. A Member and its employees providing assistance under this Agreement shall be entitled to all privileges and immunities from liability as are authorized by the Washington Emergency Management Act, Chapter 38.52 RCW and Federal law.

Article 16 - NO DEDICATION OF FACILITIES

No undertaking by one Member to the other Member under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Member, or any portion thereof, to the public or to the other Member. Nothing in this Omnibus Agreement shall be construed to give a Member any right of ownership, possession, use or control of the facilities or assets of the other Member.

Article 17 - NO PARTNERSHIP

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Members or to impose any partnership obligation or liability upon any Member. Further, no Member shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Member.

Article 18 - NO THIRD MEMBER BENEFICIARY

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Members. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Member.

Article 19 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though prior agreements of the Members may take precedent over certain concepts outlined in this Agreement.

Article 20 - SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Member may terminate its participation in this Omnibus Agreement subject to Article 29.

Article 21 - GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

Article 22 - VENUE

Any action which may arise out of this Omnibus Agreement shall be brought in the courts of the State of Washington.

Article 23 - TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the Members any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

Article 24 - WAIVER OF RIGHTS

Any waiver at any time by any Member of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article 25 - SEVERABILITY

Should a court of competent jurisdiction rule any portion, section or subsection of this Omnibus Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

Article 26 - NON EXCLUSIVENESS AND ADDITIONAL AGREEMENTS

This Omnibus Agreement is not intended to be exclusive among the Members. Any Member may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Members are inconsistent with this Agreement, prior agreements for assistance between the counties, cities, tribes, other political subdivisions, or state institutions of higher education hereto shall supersede this Omnibus Agreement, until and unless any inconsistencies of the prior agreements are reconciled by the Members.

Article 27 - MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded by any individual Member without 2/3 affirmative concurrence of the Members to this Agreement. Modifications to this Omnibus Agreement must be in writing, must be approved by a 2/3 affirmative vote of the Members, and must be signed by the Designated Representative of each Member.

Article 28 - NOTICES

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Designated Representative or equivalent for all Members at the address designated in the organization’s Emergency Contact Information Form.

Article 29 - TERM AND TERMINATION

- A. This Omnibus Agreement is effective upon execution by two or more Members commencing January 10, 2019, and shall remain in effect until December 31, 2023. Thereafter, unless otherwise agreed upon, the agreement may be extended in five (5) year increments upon concurrence of the signatory Members.
- B. A Member opting to terminate this Omnibus Agreement shall provide written termination notification to the Regional Lead Coordinating Agency for all Members. Notice of termination becomes effective upon receipt by the Regional Lead Coordinating Agency. Any terminating Member shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Member hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

ADOPTED: _____
(Date)

AGENCY NAME:

ATTEST:

By: (Title) _____

Signature

Title

APPROVED AS TO FORM:

By: (Title) _____

Signature

Title

Signature

Title

APPROVED AS TO FORM:

JON TUNHEIM

By:  _____

Deputy Prosecuting Attorney

FIRE MOBILIZATION INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
COSMOPOLIS FIRE DEPARTMENT

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and **Cosmopolis Fire Department**, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on **1/01/2023** and ends on **12/31/2023** unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- 6. Agreement Management.** The work described herein shall be performed under the coordination of the parties' Contract Managers listed below, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement. The parties shall notify each other within ten (10) business days of a change in Contract Manager.

Contract Manager for AGENCY NAME: COSMOPOLIS FIRE DEPARTMENT	Contract Manager for the WASHINGTON STATE PATROL:
Nick Falley P.O Box 2007 Cosmopolis WA 98537 (360) 532-6429 cosifire@cosmopoliswa.gov	Brian Briscoe Deputy State Fire Marshal P.O Box 42642 Olympia WA 98504-2642 (360) 596-3925 Brian.Briscoe@wsp.wa.gov

- 7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
- 8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
- 10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
- 11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 - 1. Applicable federal and state statutes and regulations;
 - 2. Terms and Conditions contained in this Agreement
 - 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
- 12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<i>Cosmopolis Fire Department</i>		WASHINGTON STATE PATROL	
Signature	Date	Signature	Date
Print Name and Title		For: John R. Batiste, Chief	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

GRAYS HARBOR FIRE AGENCIES

MOBILIZATION COOPERATION INTERLOCAL AGREEMENT

This Agreement is entered into between the undersigned municipal corporations “Agency or Agencies.”

RECITALS

1. This agreement is entered into under the authority of and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Each Agency currently maintains and operates its own fire department and provides fire protection, fire suppression and emergency medical services in their respective areas.
3. Each Agency dispatches firefighters and other personnel, both paid and volunteer, on state and federal wildfire and all risk mobilizations.
4. Each Agency dispatches fire apparatus on state and federal wildfire and all risk mobilizations.
5. The Agencies have concluded that collaboration when responding to mobilizations will benefit each Agency by reducing the impact to fire and life safety within each Agency’s jurisdiction by minimizing the impact of mobilization on each Agency’s staffing and resources.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. **Definitions.**
 - 1.1. **Deploying Agency.** An Agency that deploys either personnel or apparatus on a state or federal wildfire or all-risk mobilization.
 - 1.2. **Mobilization Apparatus.** An Agency Apparatus that is deployed by a Deploying Agency on a state or federal wildfire or all-risk mobilization.
 - 1.3. **Mobilization Personnel.** The personnel of a Deploying Agency deployed on a state or federal wildfire or all-risk mobilization.
2. **Scope of Agreement.** The scope of this Agreement is to allow cross staffing of Agency Mobilization Apparatus by Agency Mobilization Personnel in accordance with the following requirements:
 - 2.1. When an Agency deploys a Mobilization Apparatus the staffing of the Agency’s Mobilization Apparatus may consist of Mobilization Personnel from any Agency, provided that at least one Mobilization Personnel from the Deploying Agency is assigned to and remains with the Mobilization Apparatus.
 - 2.2. The Deploying Agency shall remain solely responsible for the costs of operating, maintaining, repairing and replacing the Mobilization Apparatus.

- 2.3. Mobilization Personnel shall remain personnel of the Deploying Agency and shall not be considered personnel of any other Agency. The Deploying Agency shall, at all times, be solely responsible for the conduct of its personnel when deployed and shall be solely responsible for all compensation, benefits and insurance for its personnel.
- 2.4. Mobilization Apparatus shall be under the direct command of the Deploying Agency Personnel assigned to the Mobilization Apparatus.
- 2.5. The Deployment of Personnel or Apparatus under this Agreement shall be at sole discretion of each Agency.
- 3. **Term.** This Agreement shall become effective on the date executed by two or more Agencies and shall continue until such time as all Agencies to this Agreement withdraw. The withdrawal of any single Agency shall not terminate this Agreement in its entirety, as long as at least two Agencies remain a party to this Agreement. Any Agency may withdraw from this Agreement with 60 days advance written notice to the other Agencies.
- 4. **Finances.** Each Agency shall remain responsible for the financial operation of its own Fire Department. The Agencies recognize that each Agency will be contributing a similar amount of resources under this Agreement and no Agency will seek additional compensation from the other Agencies unless such additional compensation is specifically agreed to in a separate writing.
- 5. **Indemnification and Hold Harmless.** Each Agency agrees to defend, indemnify, and hold harmless the other Agencies and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing Agency or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each Agency's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- 6. **Insurance.**
 - 6.1. **Liability and Casualty Insurance.** For the duration of this Agreement, each Agency shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Agency against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self-insurance retention program adopted by an Agency.
 - 6.2. **No Industrial Insurance Requirement.** It is expressly understood that no Agency shall be responsible to provide any other Agency's employees or volunteers with coverage required under Title 51 RCW or Chapter 41.24 RCW, as the same now exists or may be hereafter amended.
 - 6.3. **Waiver of Subrogation.** To the extent permitted by the applicable insurance policies, each Agency hereby waives any right of subrogation against the other Agencies. In this regard each Agency utilizing a self-insurance retention program waives subrogation for any payment thereunder.

7. Dispute Resolution.

- 7.1. Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.
- 7.2. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, any Agency may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each Agency shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 7.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, any Agency may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the Grays Harbor County Superior Court, Grays Harbor County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each Agency shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 7.4. Following the arbitrator's issuance of a ruling/award, any Agency shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the Grays Harbor County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the Agency demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that Agency shall pay all costs, expenses and attorney fees to the other Agencies, including all costs, attorney fees and expenses associated with any appeals.
- 7.5. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any Agency for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

8. Miscellaneous:

- 8.1. **Administration.** This Agreement shall be administered by the Fire Chief or Designee of each Agency.
- 8.2. **Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by an Agency shall remain the property of the acquiring Agency in the event of the termination of this agreement.
- 8.3. **Notices.** All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing

if mailed by first class, postage pre-paid and addressed to the other Agencies at the Agency's regular business address or at such address as any Agency may designate at any time in writing.

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

8.5. Modification. This agreement represents the entire agreement between the Agencies. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on any Agency unless executed in writing by authorized representatives of each of the Agencies. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Agencies.

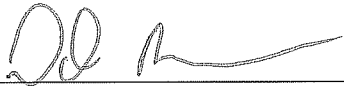
8.6. Benefits. This agreement is entered into for the benefit of the Agencies only and shall confer no benefits, direct or implied, on any third persons.

8.7. Non-Exclusive Agreement. The Agencies shall not be precluded from entering into similar agreements with other municipal corporations.

8.8. Filing/Web Site. Filing/Web Site. This Agreement shall either be filed with the County Auditor or by listing on Agency websites in accordance with RCW 39.34.040.

8.9. Counterparts. This Agreement may be signed in multiple counterparts and is binding between any all parties who are signatories to this Agreement.

Agency South Beach RFA Name BATTALION CHIEF DARYL BROWN

Date 3/31/2023 Authorized Signature 

Agency City of Hogansum Name Benjamin Winkelmann

Date 4/13/23 Authorized Signature 

Agency _____ Name _____

Date / / Authorized Signature _____

Agency _____ Name _____

Date / / Authorized Signature _____

Agency _____ Name _____

Date / / Authorized Signature _____

Agency _____ Name _____

Date __ / __ / __ Authorized Signature _____

Agency _____ Name _____

Date __ / __ / __ Authorized Signature _____

Agency _____ Name _____

Date __ / __ / __ Authorized Signature _____

Agency _____ Name _____

Date __ / __ / __ Authorized Signature _____

Agency _____ Name _____

Date __ / __ / __ Authorized Signature _____

Agency _____ Name _____

Date __ / __ / __ Authorized Signature _____

CITY OF COSMOPOLIS

ORDINANCE NO. 1382

AN ORDINANCE PERTAINING TO THE COSMOPOLIS VOLUNTEER FIRE DEPARTMENT; AMENDING SECTION 2.40.070 TO THE COSMOPOLIS MUNICIPAL CODE.

BE IT ORDAINED by the City Council of Cosmopolis as follows:

SECTION 1. Section 2.40.070 of the Cosmopolis Municipal Code, to read as follows:

2.40.070 - Compensation.

~~(a) The volunteer firefighters of the department shall be paid annually quarterly on the basis of a point system, which shall be approved by the city council by resolution. The finance director shall pay compensation to the firefighters, through regular payroll processes on an annual basis, as set forth in subsection (c), below. The total compensation paid to the department shall be set by the city council by resolution, and may be reviewed and adjusted periodically. Each volunteer firefighter shall be paid a percentage of the total compensation which is based upon the points accumulated by that volunteer firefighter.~~

~~(b) Firefighters who serve Sunday duty (6:00 a.m. to 6:00 p.m.) shall receive a meal stipend in an amount to be set by the city council by resolution, and shall receive the stipend or stipends at the same time as the compensation set forth in subsection (a), above.~~

~~(c) The fire chief or his/her designee, shall prepare a roster of volunteer firefighters who have accumulated points as set forth in subsection (a) above, and who have served Sunday duty as set forth in subsection (b) above, running from December 1 through November 30 and shall submit the roster to the city finance director by December 10 of each year. The finance director will then prepare payment to each volunteer firefighter who qualifies for compensation no later than December 20.~~

ASSESSED AND APPROVED this 19TH day of April 2023.

Mayor

Attest:

Finance Director

I, Julie Pope, Finance Director for the City of Cosmopolis, Washington, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 1382 of the ordinances of the City of Cosmopolis, Washington, and that the same was passed regularly and according to law on the 19th day of April 2023.

Finance Director

CITY OF COSMOPOLIS
RESOLUTION No. 2023-02

A RESOLUTION setting the compensation of the Cosmopolis Volunteer Fire Department.

WHEREAS, pursuant to Cosmopolis Municipal Code Section 2.40.070, the City Council has authority to set the compensation of the Cosmopolis Volunteer Fire Department by resolution; NOW THEREFORE,

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COSMOPOLIS, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1: The total annual amount to be paid to the Cosmopolis Fire Department for compensation of Volunteer Firefighters shall be \$ 10,000.00.

SECTION 2: The individual compensation paid to each Volunteer Firefighter shall be in accordance with the Cosmopolis Fire Department Volunteer Compensation Program, a copy of which is attached hereto, and incorporated herein by reference.

PASSED AND APPROVED this day of 19th day of April, 2023.

Kyle Pauley Mayor

Attest:

Julie Pope, Finance Director

Cosmopolis Fire Department Volunteer Compensation Program

The City of Cosmopolis has set aside funds to reimburse volunteers for their costs of volunteering their time to the City's Fire Department. This compensation program is not designed to pay individuals for their services.

Pay Schedule

Points will be paid out quarterly based on the below table. Points will be paid out through the City's standing payroll system. The total annual point compensation to be paid shall be \$10,000. It is the responsibility of the Fire Chief or their designee to report amounts to be paid to the City Finance Director by the 5th of the month in which payments will be processed.

Quarter	Pay Day
January - March	April 20
April - June	July 20
July - September	October 20
October - December	January 20

Call Type

Different call types will be awarded different point values based on the amount of time a volunteer must dedicate to the call type. Point values for calls will be based upon the below chart.

Call Type	Point Value
Aid Response	3
Fire Response	5
MVA	5
Training	5

Point Multiplier

Volunteers will be assigned different point multiplier values based on their level of certification within the department. The level of certification increases the level of responsibility for the volunteers. Point multipliers will be assessed at the beginning of each month. Individuals who advance a rank within a month will remain at their previous multiplier until the end of the month.

	Firefighter	Lieutenant	Captain	Asst. Chief
Probationary Firefighter	0.75			
Basic Volunteer	1.00	1.25	1.50	1.75
Firefighter I	1.10	1.35	1.60	1.85
EMR	1.10	1.35	1.60	1.85
EMT	1.20	1.45	1.70	1.95
Firefighter I and II	1.20	1.45	1.70	1.95
Firefighter I and II + EMR	1.30	1.55	1.95	2.15
Firefighter I and II + EMT	1.50	1.75	2.0	2.25

Shifts

Volunteers desiring to pull a 12-hour shift will be compensated \$20 per 12-hour shift. Shifts will either be defined as dedicated availability for fire department calls for the entire duration of the 12-hour shift. If a volunteer is not directly at the Station during their shift, they need to be able to make it back to the station for response within 5 minutes of an alarm activation. Volunteers must be at the station or fulfilling department business for at least 50% of the 12 hours.

City of Cosmopolis
Police Department

Recruitment Signing Bonus Reimbursement Agreement

This agreement, made this ____ day of _____ 2023 by and between
The Police Department of the City of Cosmopolis, Grays Harbor County, Washington (“City”)
and _____ (“Officer”).

Recitals

City has made a conditional offer to employ Officer as an experienced lateral police officer with the Cosmopolis Police Department. In consideration for Officer’s existing training and experience, City will tender a recruitment signing bonus to Officer of 106.15 hours of vacation and 35.38 hours of sick leave to be added to the Officer’s first regular paycheck after successfully completing the department’s Field Training and Evaluation Program to assume solo patrol status. This offer is in lieu of a \$5,000 signing bonus. Officer intends to accept said offer of employment and the associated recruitment signing bonus upon successful completion of field training as noted above. Employment is offered at Step F, Seniority Level for lateral years of experience (14 years) for vacation and longevity of 3% (seniority does not apply to placement for reduction in force or placement in the bargaining agreement.)

City understands Officer has expended extensive personal and career time to facilitate the required training and education of Officer, as well as certain past out of pocket expenses of the Officer to furnish personal uniforms, materials, and equipment.

Officer acknowledges that City will provide the aforelisted recruitment signing bonus in consideration and remuneration for said prior training, education, and expenses that Officer has incurred to become a Certified Peace Officer eligible for this position as a lateral police officer for the City.

In consideration of the above,

Therefore, the parties agree as follows:

1. Officer shall agree to remain employed full time as a police officer for the City of Cosmopolis Police Department for a period of at least thirty-six (36) months.
2. In the event that Officer shall fail to remain employed full time as a police officer for the City of Cosmopolis for the above specified time period, except in the case of death or disability of the Officer, Officer agrees that he/she will on demand of the City reimburse the City of Cosmopolis for the aforelisted recruitment signing bonus. Reimbursement will be made using Officers vacation and sick leave. In the event that Officer does not have sufficient leave balances to reimburse City for the recruitment signing bonus, City

will deduct the remainder from Officer's final paycheck. In the event that the sum is greater than Officers final check, Officer shall be required to reimburse the City directly.

3. Credit for services rendered will be given against the reimbursement obligation in this contract as follows:
 - a. In the event that Officer shall fail to remain employed full time as a police officer for the City for at least twelve (12) months, his or her reimbursement obligation shall consist of 100% of the aforelisted recruitment signing bonus, as set forth above.
 - b. In the event that Officer shall fail to remain employed full time as a police officer for the City for at least twenty four (24) months, his or her reimbursement obligation shall consist of two thirds (2/3) of the aforelisted recruitment signing bonus, as set forth above.
 - c. In the event that Officer shall fail to remain employed full time as a police officer for the City for at least thirty six (36) months, his or her reimbursement obligation shall consist of one third (1/3) of the aforelisted recruitment signing bonus, as set forth above.
4. This agreement in no way obligates the City to continue to employ Officer for the above specified period, and should the City decide to terminate Officer at any time, said termination shall be governed by the Civil Service Rules of the City of Cosmopolis, any applicable collective bargaining agreement, and the laws of the State of Washington.
5. In the event that Officer fails to reimburse City as specified above, City may bring civil action against Officer in a court of competent jurisdiction in Grays Harbor County, Washington, and the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.
6. This agreement shall become effective upon the acceptance by Officer of the conditional offer of employment made by the City of Cosmopolis.

City of Cosmopolis

Kyle Pauley-Mayor

Attest:

Julie Pope-City Clerk

Officer

(Signature)