



SPECIAL MEETING AGENDA

Council Chambers – 1300 First Street

January 24, 2024 at 6:00 PM

- 1. FLAG SALUTE - PLEDGE OF ALLEGIANCE**
- 2. CALL TO ORDER - ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENTS**
- 5. NEW BUSINESS**
 - A. CITY OF WESTPORT INTERLOCAL AGREEMENT**
 - B. CITY OF OAKVILLE INTERLOCAL AGREEMENT**
 - C. 2024 COUNCIL MEETING LOCATION**
 - D. TERMINATE LANDSCAPING CONTRACT**
 - E. CITY ADMINISTRATOR PAY ALLOCATION**
- 6. COUNCIL COMMENTS**
- 7. 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: 864 8302 1262
Passcode: 775621
Phone Number: (253) 215-8782

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, upon the dates stated below by and between the CITY OF WESTPORT, a municipal corporation of the State of Washington (hereinafter referred to as “Westport”), and the CITY OF COSMOPOLIS, a municipal corporation of the State of Washington (hereinafter referred to as “Cosmopolis”).

RECITALS

- 1. Both Parties are municipal corporations organized under Title 35A of the Revised Code of Washington.
- 2. As such, they are each authorized to enter into interlocal agreements under the provisions of RCW 39.34.
- 3. Cosmopolis has on staff full-time police officers. Westport currently does not have a sufficient number of police officers on staff.
- 4. The Parties wish to enter in agreement under which Cosmopolis will provide a police officer to provide law enforcement services to the City of Westport.

NOW, THEREFORE, in consideration of their mutual covenants, conditions, and promises, THE PARTIES AGREE as follows:

1. **SERVICES TO BE PROVIDED:** Cosmopolis shall provide a police officer to Westport, for a minimum of forty (40) hours per week. The police officer shall work under the supervision of the Westport Police Chief, and shall wear a Westport Police Department Uniform which shall be provided by Westport,. Westport shall provide a Westport Police Department patrol vehicle to the police officer for use while serving in Westport.. Westport shall reimburse Cosmopolis for compensation paid to the police officer at his regular hourly rate, which is currently a minimum of \$51.33 per hour (this includes salary, longevity pay, medicare, L & I, PFML DRS pension and medical insurance payments). Westport shall not be responsible for compensation to Cosmopolis for the officer’s travel time to and from the City of Westport.

2. **INSURANCE:** Each party shall be responsible for maintaining, during the term of this Agreement and at their respective sole cost and expense, public liability insurance, including automobile and property damage, insuring against loss or liability for damage for personal injury, death, or property damage arising out of or in connection with the performance by the respective parties of its obligations hereunder, with minimum liability limits of \$1000,000.00 combined single limit for personal injury, death or property damage in any one occurrence..

2.1. Comprehensive public liability insurance, including automobile and property damage, insuring against loss or liability for damages for personal injury, death, or property damage arising out of or in connection with the performance by the respective Parties of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death, or property damage in any one occurrence.

2.2. Such workmen’s compensation and other similar insurance as may be required by law.

3. **INDEMNIFICATION:** . Westport shall indemnify Cosmopolis and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Cosmopolis arising out of, in connection with, or incident to the execution of this Agreement and/or Westport’s performance or failure to perform any aspect of this Agreement; PROVIDED, HOWEVER, that nothing herein shall require Westport to hold harmless or defend the Cosmopolis, its agents, employees and/or officers from any claims arising from the sole negligence Cosmopolis, its agents, employees, and/or officers. No liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

4. COMPLIANCE WITH REGULATIONS AND LAWS: The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. These shall include, but are not limited to, any laws, rules, or regulations relating to the performance of the work to be carried out under the initial understanding or any addendum subsequently entered into, whether issued by the State Department of Labor & Industries or any other federal or state entity.

5. ASSIGNMENT: Neither Party shall assign this Agreement or any interest, obligation, right, or duty therein without the express written consent of the other party.

6. LEGAL FEES & COSTS: If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the non-prevailing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

7. NOTICES:

7.1. If either Party believes the other Party to be in violation of any provision of this agreement, it shall give the other party written notice setting forth the specific violation or non-compliance. The Party receiving the notice shall have ten business days after receipt of the notice either to correct such violation or non-compliance or to respond in writing setting forth its response to such notice. In the event of the failure to timely correct or for the Parties to agree that a mutually agreed upon resolution has been achieved, either party may give notice to terminate this contract. The notice shall be effective thirty days after the date of its giving.

8. DURATION/TERMINATION:

8.1 This agreement shall remain in effect for six (6) months from the date below, unless extended by mutual written agreement of the parties.

8.2 Either Party may terminate this agreement by providing thirty (30) days advance written notice to the other party. Notices provided herein shall be made to the person and address indicated below:

CITY OF WESTPORT: Kevin Goodrich
Westport City Administrator
P.O. Box 505
Westport, WA 98595

CITY OF COSMOPOLIS Darrin Raines
Cosmopolis City Administrator
P.O. Box 2007
Cosmopolis, WA 98537

9. NONDISCRIMINATION: Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental, or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

10. GENERAL PROVISIONS:

10.1. All of the terms, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

10.2. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in Grays Harbor County, Washington.

10.3. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

10.4. No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth herein above.

10.5. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.

10.6. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

10.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time Montesano shall have the right to terminate the Agreement.

10.8. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

EXECUTED IN DUPLICATE COPIES UPON THE DATE STATED BELOW.

Dated: _____, 2024

Dated: _____, 2024

CITY OF COSMOPOLIS

CITY OF WESTPORT:

LINDA SPRINGER, Mayor

EDWARD WELTER, Mayor

ATTEST:

ATTEST:

JULIE POPE, Finance Director

MARGO TACKETT City Clerk

AGREEMENT

LAW ENFORCEMENT SERVICES

THIS AGREEMENT, by and between the City of Cosmopolis, a legal political subdivision and municipal corporation of the State of Washington, hereinafter referred to as the "CITY", and the City of Oakville, a legal political subdivision and municipal corporation of the State of Washington, hereinafter referred to as the "CONTRACTOR". The purpose of this agreement is as follows:

1. To allow the CONTRACTOR to utilize CITY general fund law enforcement personnel in lieu of maintaining, operating and funding a municipal police department.
2. To adequately compensate the CITY by the CONTRACTOR for providing such services.

WITNESSETH

WHEREAS, the CONTRACTOR is desirous of contracting with the CITY for the hereinafter described law enforcement services provided for and by the CITY Police Department; and

WHEREAS, the CITY is agreeable to providing such facilities and rendering such services on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. The CITY agrees to provide law enforcement services for the CONTRACTOR. Such services will encompass the duties and functions of the type coming within the jurisdiction of and customarily rendered by the CITY Police Department and the CONTRACTOR'S Police Department under the laws of the State of Washington.

The protection provided by the CITY to the CONTRACTOR shall include but not be limited to the following:

1. 24-hour complaint response.

2. Night patrols through the entire city at least twice each night.
3. There will be submitted to the appropriate Council Person a monthly activity report of complaints generated within the city.
4. The CONTRACTOR agrees that some of the information provided in said report are of a sensitive nature and cannot be released prior to completion of adjudication by appropriate courts.
5. A representative of the Police Department will attend one Council meeting per month to answer questions and explain procedures.
6. The CONTRACTOR agrees to assign a liaison from their governing body for contact with the Chief of Police for handling suggestions and complaints.
7. The CITY agrees to enforcement of Washington State laws encompassing scope of authority under RCW 9 and 9A, RCW 46, RCW 69, RCW 70, RCW 77, and applicable City of Oakville Ordinances.

II. The CITY Mayor shall be the Administrator of this Agreement. The rendition of such services, the standards of performance, the discipline of officers and employees and other matters of incident to the providing of services and performance of such services, and the control of personnel so employed shall remain with the CITY. In the event a dispute arises between the parties as to the extent of duties and functions to be rendered hereunder or the minimum level or manner of performance of such services, the CITY Mayor shall resolve the dispute and the decision shall be final and conclusive as between the parties herein.

III. The CITY shall furnish and supply all necessary personnel, supervision, equipment, communication facilities and supplies utilized by the CITY Police Department to maintain the level of service to be rendered hereunder. Furthermore, the CITY shall pay all salaries, employee benefits and other costs in connection therewith.

IV. The CONTRACTOR shall reimburse the CITY \$117,171.15 per year (One Hundred Seventeen Thousand, One Hundred and Seventy One dollars and Fifteen cents) per year for performing services herein. Payment by the CONTRACTOR to the CITY shall be made in twelve (12) equal payments of \$9,764.26 per month for each month during the term of this Agreement. Payment shall be remitted to the CITY no later than the 10th day of each month. Said total amount paid by the CONTRACTOR to the CITY may be adjusted upward annually (at the beginning of each calendar year) a maximum of 4% (four percent) per year to reflect operating costs.

V. Unless sooner terminated as provided for herein, this Agreement shall be effective from January 1, 2024 through December 31, 2025, dates inclusive. Notwithstanding the provisions of the paragraph herein before set forth, either party may terminate this Agreement upon notice in writing to the other party of not less than 365 (three hundred sixty-five) days prior to the intended termination.

VI. The parties agree that there is currently no real or personal property jointly owned by the parties hereto. Furthermore, the parties agree that it is unlikely that in the performance of this Agreement property shall be so jointly held; however, both parties recognize that should a

situation develop where property will need to be held jointly by both entities, an amendment to this Agreement will be necessary to comply with RCW 39.34.030(4)(b).

VII. The parties further agree that the Indemnification/Hold Harmless Agreement marked Addendum A is hereby acknowledged by all parties as being a part of this Law Enforcement Services Agreement and is made a part thereof by reference.

VIII. This contract is based on current circumstances and staffing. If the parties, at any time, wish to modify the agreement to meet differing circumstances, a simple addendum to this contract signed by both Mayors will suffice.

IN WITNESS WHEREOF, the CONTRACTOR, by action of its City Council this __ day of _____, 20 __, caused this Agreement to be signed by its Mayor and attested to by its Clerk and the CITY, by action of its City Council this __ day of _____, 20 __ caused this Agreement to be signed by its Mayor and attested to be its Clerk.

Mayor, City of Oakville

Mayor, City of Cosmopolis

ATTEST:

ATTEST:

Clerk of the City of Oakville

Clerk of the City of Cosmopolis

ADDENDUM A

Indemnification/Hold Harmless Agreement

Except as specified below the CITY and the CONTRACTOR expressly agree that each party shall defend, indemnify, and hold harmless the other party and its officers, officials, agents, employees, and volunteers from any and all claims, injuries, actions, damages, losses or suits including reasonable attorney's fees, which arise out of, are connected with, or due to any errors, omissions or negligent acts in performance of this agreement, except for each party's own comparative negligence.

For police services performed by the CITY arising out of or in connection with enforcement of City of Oakville ordinances or directives, the parties agree that the CITY and its officers and agents shall not be deemed negligent for any act or omission or except for those involving sole negligence of the CITY, its officers or agents.

CITY OF COSMOPOLIS

ORDINANCE NO. 1391

AN ORDINANCE PERTAINING TO CITY COUNCIL MEETINGS ; AMENDING SECTION 2.04.010 OF THE COSMOPOLIS MUNICIPAL CODE.

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

SECTION 1. Section 2.04.010 of the Cosmopolis Municipal Code is hereby amended, to read as follows:

2.04.010 - Time of meetings.

The city council of the City of Cosmopolis shall meet on the third Wednesday of each month in the months of January through September and on the first and third Wednesdays of October through December at 7:00 p.m. or at such other times as may be ~~fixed by special order of adjournment or as fixed by a resolution of the city council published in the city's legal newspaper~~ called by the mayor or any three members of the council by written notice delivered to each member of the council at least twenty-four hours before the time specified for the proposed meeting. All meetings shall be held at city hall or at such other city building designated by the Mayor.

PASSED AND APPROVED this 24th day of January 2024.

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. 1391 of the ordinances of the City of Cosmopolis, Washington, and that the same was passed regularly and according to law on the 24th day of January 2024.

Finance Director



Landscape Service Agreement

This Service Contract (“Agreement”) made 1/1/2024, is by and between: **NW MAINTENANCE PROS LLC & City of cosmopolis.**

Contractor: **NW MAINTENANCE PROS LLC** with a mailing address of 34410 42nd Ave E Eatonville WA 98328

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

City of Cosmopolis agrees to pay **NW MAINTENANCE PROS LLC** the following compensation: **\$2,300.00 monthly + TAX** for the following services: **Cemetery & 1st, 2nd Ave maintenance.**

Scope of work

- All shrubs/planter beds on both sides of first street from “J ST” to “C ST”
- Whole block of city Hall
- 5 planter beds located on second Ave from side connecting streets “E ST” to “J ST.”
- City Park area between F ST & E ST adjacent to Brass Hub coffee bar
- Maintain shrubs/beds located on side streets F, E, & D
- Maintain city cemetery as needed for holiday events.

Terms & Agreements

NW MAINTENANCE PROS 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 _____

Contractors Signature _____ Date _____

SITE MAPS



