



REGULAR COUNCIL AGENDA

Council Chambers – 1300 First Street

December 20, 2023 at 7:00 PM

1. **6:30 PM WORKSHOP - 2024 BUDGET**
2. **FLAG SALUTE - PLEDGE OF ALLEGIANCE**
3. **CALL TO ORDER - ROLL CALL**
4. **OATH OF OFFICE - MARK COLLETT**
5. **APPROVAL OF AGENDA**
6. **PUBLIC HEARING - 2024 BUDGET**
7. **PUBLIC COMMENTS**
8. **CONSENT AGENDA**
 - A. Claims Vouchers
 - B. Meeting Minutes - December 6, 2023
9. **COMMITTEE REPORTS**
10. **CITY OFFICIAL REPORTS**
 - A. City Administrator Council Report
 - B. Police Chief Report
11. **MAYOR'S REPORT**
12. **NEW BUSINESS**
 - A. Interlocal Comprehensive Stormwater Plan Update Agreement
 - B. Local Records Grant - Organization
 - C. Resolution 2023-13 (Utility Rates & Fees)
 - D. Ordinance 1389 (2024 Budget)
 - E. Ordinance 1390 (2023 Budget Amendment)
 - F. Region 3 Addendum Mutual Aid Agreement
 - G. Interlocal Agreement for Automatic Structure Fire Response
13. **COUNCIL COMMENTS**
14. **PUBLIC COMMENTS**

Public comments may be made in-person during the meeting. If unable to attend, please submit comments to jpope@cosmopolisva.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: 890 7639 8905

Passcode: 252771

Phone Number: (253) 215-8782

CITY OF COSMOPOLIS

DARRIN C. RAINES
CITY ADMINISTRATOR

Section 10, ItemA.



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

December 15, 2023

RE: December 20, 2023, City Administrator Council Report

Informational Items Only

Item 1) *Municipal Building Update*- There has been another schedule change for the pouring of the concrete foundation and slab. The new date for this is Thursday December 21st. We had originally had this planned for Monday December 11th, however the Sub Contactor for this portion of the job had to reschedule.

Item 2) *2024 Budget*- We have a balanced budget that will be presented to you for consideration at this meeting. There are however a few details that may need to be adjusted before the meeting. This has been a budget where it is bare bones and will not be sustainable for long term operations of all departments because of how much we have had to cut. Many tough decisions have been made that we do not take lightly, but were necessary to provide a balanced budget, and we hope they are only as temporary as possible.

Item 3) *Thank You to Outgoing Mayor and Council Members*- I want to take this opportunity to thank our outgoing Mayor and Council Members for your service to the City of Cosmopolis. Your tenure was during the most challenging times I have seen here during my 36 years with the city. Your dedication to this city and staff will be missed!

Action Items

Item 4) *Interlocal Agreement*- Before you will be an Interlocal Agreement between the cities of Cosmopolis, Hoquiam, and Aberdeen for the completion of the Comprehensive Stormwater Plan Update. The agreement is for the City of Cosmopolis to be the local lead agency for administering the 100% grant funding of \$400,000 divided equally amongst the three cities for completion of our plans. Each city would be responsible for any cost overruns of their granted amount and would not be the responsibility of the City of Cosmopolis.

Cosmopolis and Hoquiam are starting on our plans this month, however the City of Aberdeen is still working out the details of their Scope of Work with HDR Engineering.

Sincerely,

Darrin C. Raines

Darrin C. Raines
City Administrator



COSMOPOLIS POLICE DEPARTMENT

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

Council Report 12/20/2023

Updates:

Report will be given verbally.

We had 105 calls for service between 12/01/2023 and 12/14/23.

Respectfully submitted,

**INTERLOCAL AGREEMENT BETWEEN THE CITIES
OF ABERDEEN, COSMOPOLIS AND HOQUIAM**

THIS AGREEMENT is made and entered into this day by and between and the CITY OF ABERDEEN, a municipal corporation of the State of Washington, hereinafter referred to as “ABERDEEN,” the CITY OF COSMOPOLIS, a municipal corporation of the State of Washington, hereinafter referred to as “COSMOPOLIS,” and the CITY OF HOQUIAM, a municipal corporation of the State of Washington, hereinafter referred to as “HOQUIAM.”

WHEREAS, ABERDEEN, COSMOPOLIS and HOQUIAM are each required by state law to complete or update a comprehensive stormwater plan; and

WHEREAS, The Chehalis Basin Flood Authority has awarded the cities of Aberdeen, Cosmopolis and Hoquiam a grant in the amount of \$400,000.00 to complete a comprehensive stormwater plan for the three cities that will look at the individual needs of each city along with the issues that interconnect between the communities; and

WHEREAS, HDR Engineering has been selected by the cities to lead the project and has prepared a scope of work for each city; and.

WHEREAS, the cities have agreed that COSMOPOLIS will receive the grant from the Chehalis Basin Flood Authority and the grant funds will be shared equally between the three cities, and further that COSMOPOLIS shall act as the “lead agency” for purposes of fulfilling grant reporting and management requirements;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. The parties hereto shall utilize their share of the grant funds from the Chehalis Basin Flood Authority and their own individual funds if necessary to retain and compensate HDR Engineering to assist the parties in completing or updating each of their comprehensive stormwater plans. HDR Engineering shall act as an independent contractor.
2. THE CITY OF COSMOPOLIS shall be designated the “lead agency” for purposes of fulfilling grant reporting and management requirements.

DATED: _____, 2023.

CITY OF ABERDEEN

PETE SCHAVE – Mayor

DATED: _____, 2023

CITY OF COSMOPOLIS

KYLE PAULEY – Mayor

DATED: _____, 2023.

CITY OF HOQUIAM

BEN WINKELMAN, – Mayor



Local Records Grants: How an Organizing the File Room Grant Can Help

Purpose: Provide guidance to local governments on how an Organizing the File Room Grant can help with retention, management, and disclosure of public records.

Organizing the File Room is one of the types of grants offered as part of Washington State Archives' Local Records Grant Program ([RCW 40.14.026](#)).

What Can an Organizing the File Room Grant Cover?

- Organizing the File Room Grants are to get paper records organized and destroy/transfer records that have met their minimum retention period so that the agency can:
 - a. Provide more timely responses to public records requests; or
 - b. Help protect and retain public records from damage caused by disorganization or poor storage conditions.

Covered by the Grant	Not Covered by the Grant
<ul style="list-style-type: none"> • Metal shelving/file cabinets • Washington State Archives boxes • Records destruction services • New temporary staff or part-time staff project hours • Other supplies necessary for project 	<ul style="list-style-type: none"> • Capital improvements to buildings • Pressboard/wood shelving • Rolling shelving/fire-proof cabinets • Generic banker's boxes • Overtime for existing staff • External consultants

*If you want to get records scanned – Apply for a Digital Imaging Grant instead.
 If you want to buy a scanner or shredder – Apply for Technology Tools Grant instead.
 Washington State Archives can also help with developing filing structures for records.*

Cash Match

- There is no cash match requirement for the Local Records Grant Program.

Reimbursement

- A successful applicant will purchase products/services as outlined in the approved grant award and receive reimbursement after completing the terms of the contract.

Funding Level

Agencies can apply for an Organizing the File Room Grant of up to \$20,000.

**Additional advice regarding the management of public records is available from
 Washington State Archives:**

**CITY OF COSMOPOLIS
RESOLUTION NO. 2023-13**

A RESOLUTION setting sewer rates and charges, water rates and charges, stormwater rates and charges, and utility taxes and fees for utility services; and creating an effective date.

WHEREAS, Section 13.12.010 provides that the rates and charges for sewerage service shall be set by resolution of the City Council; and

WHEREAS, Section 13.44.010 provides that the rates and charges for water service shall be set by resolution of the City Council; and

WHEREAS, the City Council has recognized a need to amend the rates and charges for sewerage and water services; 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 monthly base rate for sewerage services shall be set as follows:

Charge 1- Resident	\$73.18
Rate 2-Business	\$99.21
Restaurant	\$141.69
Cosmopolis School	\$425.26
Harbor Mobile	\$73.18 per active lot
Cosmo Fibers Sewer	\$5,314.97
River Run RV Park	\$425.26
River Run RV Park Addition (Waterfront)	\$318.95

SECTION 2. The monthly base rate for water services shall be set as follows:

Charge 1 – ¾” Meter	\$32.55
Highlands Extra Meter	\$44.45
Charge 2 – 1” Meter	\$44.45
Outside City Limits	\$49.15
Cosmopolis School	\$93.01
Cosmo Fibers Water	\$611.49
River Run RV Park	\$93.01

River Run RV Park Addition	\$69.76
Monthly usage Rate	\$0.07191 per cubic foot

SECTION 3. The monthly rate for stormwater shall be set as follows:

The monthly stormwater rate for lots no greater than 20,000 square feet in size shall be \$7.83.

The monthly stormwater rate for large lots greater than 20,000 square feet in size shall be \$15.71.

SECTION 4. The fees and taxes for Utility Services shall be set as follows:

Utility Tax	13.5% of water, sewer, stormwater charges
Temporary Turn-On (72 Hours)	\$50.00
Call-out Fee/Repair Service	\$20.00 (with two free occurrences per year)
After Hours Fee	\$150.00
Returned Check Fee First Occurrence	\$25.00
Returned Check Fee Second Occurrence	\$50.00
Delinquent Fee	\$10.00
Door Tag Fee	\$25.00
Re-Connection/Turn-On Fee	\$25.00
New Account Fee	\$30.00
Interest on Delinquent Accounts	1% per month/12% per year

SECTION 5. This resolution shall be effective on January 1, 2024.

PASSED AND APPROVED this 20th day of December, 2023.

Mayor

Attest:

Finance Director

CITY OF COSMOPOLIS
ORDINANCE NO. 1389

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF COSMOPOLIS, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024.

WHEREAS, the Mayor of the City of Cosmopolis, Washington completed and placed on file with the Clerk/Treasurer a proposed budget and estimate of the amount of money required to meet the public expense, bond retirement and interest, reserve funds and expenses of government of the City of Cosmopolis of the fiscal year ending December 31, 2024, and a notice was published in the official newspaper of the City that the City Council would meet on December 20, 2023, at the hour of 7:00 p.m., at the Council chambers in Cosmopolis City Hall, for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard upon said budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Cosmopolis for the purposes set forth in said budget and estimated expenditures set forth in said budget being all necessary to carry on the government of the City for said year and being sufficient to meet the various needs of the City during said period.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COSMOPOLIS DO ORDAIN AS FOLLOWS:

Section 1. The budget for the City of Cosmopolis, Washington, for the year 2024 is hereby adopted at the fund level in its final form and content as set forth in the document entitled City of Cosmopolis 2024 Budget, three copies of which are on file in the Office of the Clerk/Treasurer.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Cosmopolis, and aggregate totals for all such funds appropriated for expenditure at the fund level during the year 2024 are set forth below:

FUND	AMOUNT
Current (General) Fund	\$2,000,438.00
Fire Equipment Fund	\$42,370.00
Equipment Reserve Fund	\$35,000.00
Drug Seizure	\$705.00
Advanced Cemetery Fund	\$9,000.00
Makarenko Park Operating Fund	\$22,000.00
Street Fund	\$183,098.00
Cemetery Perpetual Care Fund	\$72,000.00
Real Estate Excise Tax	\$259,000.00
UTGO Bond Fund	\$50,335.00
UTGO Bond – 2020	\$2,485,000.00

Water Fund	\$691,530.00
Sewer Fund	\$777,500.00
Special LID Fund	\$50,000.00
Stormwater Utility Fund	\$161,760.00
Makarenko Park Reserve Fund	\$308,000.00
TOTAL 2023 BUDGET	\$7,147,736.00

Section 3. The Finance Director is directed to transmit a copy of the 2024 Budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED AND APPROVED this 20th Day of December, 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. 1389 of the ordinances of the City of Cosmopolis, Washington, and that the same was passed regularly and according to law on the 20th day of December, 2023.

Finance Director

City of Cosmopolis 2024 Operating Budget

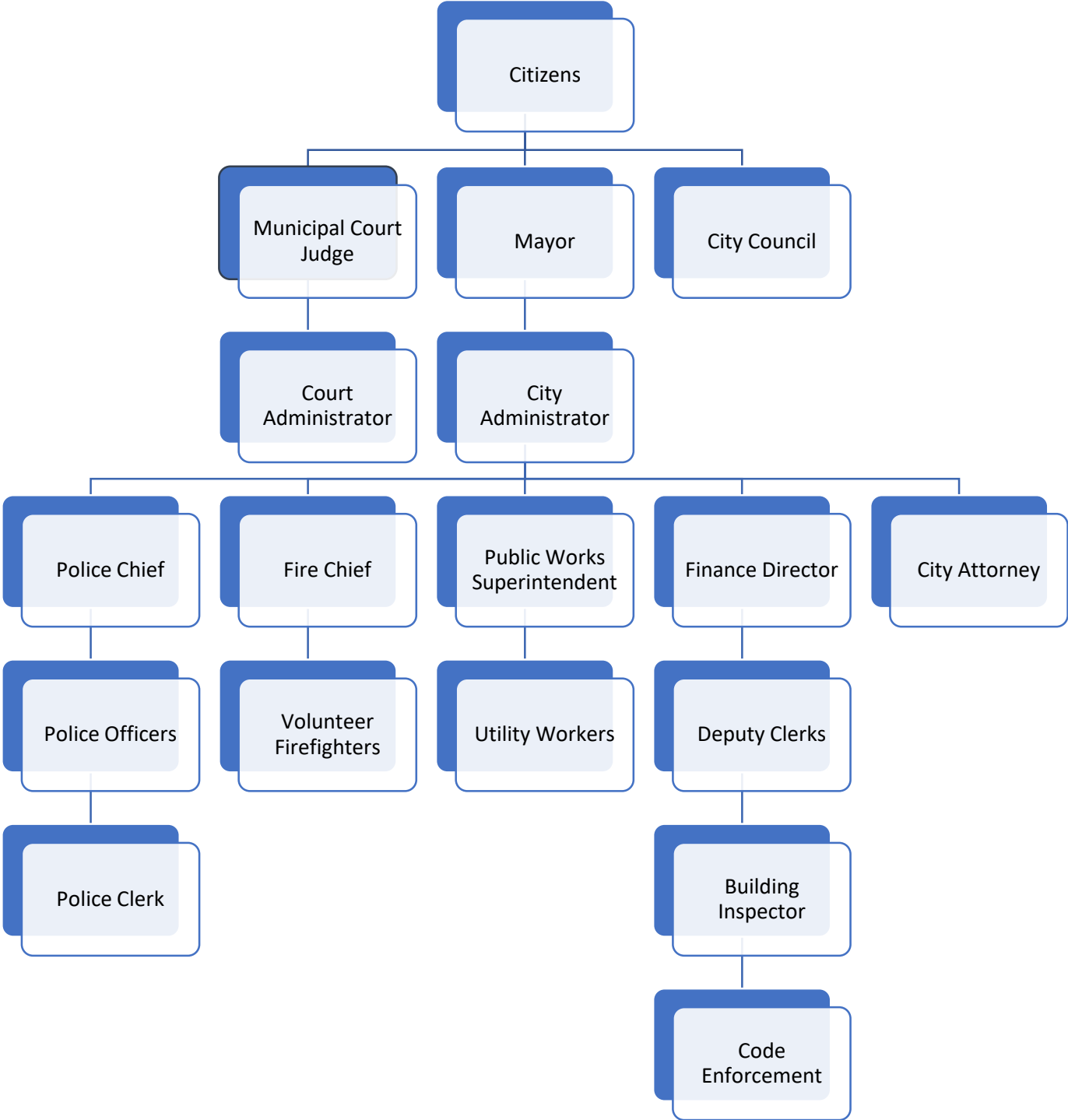


Mayor Kyle Pauley

City Council
Candice Makos
Stana Carlisle
Jim Ancich
Ray Robinson

Judge Geoff Arnold
City Administrator Darrin Raines
Finance Director Julie Pope
Police Chief Heath Layman
Fire Chief Nick Falley
Public Works Superintendent Jeff Nations

Organizational Chart





Letter from the Mayor - 2024 Budget

City Council, Department Heads, Staff, and Cosmopolis residents;

Working on the City budget over the last few years has been incredibly difficult due to issues outside of our control.

Whether it was due to the COVID-19 pandemic, resignations that forced us to outsource fire and EMS protection at a greatly increased cost, the continued closure of our lead economic driving business, or continued increases in costs for services we have been running a tight budget with cuts made at every level.

When we look at ways to adjust to these factors, there are very few options available to accommodate the costs of running a small city without eliminating staff or increasing taxes to our residents.

Neither of these are routes that I would want to undertake. Efforts have been made continually to avoid with the optimism that our woes will turn around. This unfortunately has not been the case. We have reached a point where difficult decisions need to be made in order to maintain our local autonomy as a municipality.

Residents are seeing increases on local property taxes and costs for all goods and services. Increases in taxes available to the City have already been introduced that allow for us to retain the ongoing staffing levels and operations. It is unrealistic of us to increase them to the level needed to both maintain the quality of services that residents desire without creating even more hardships to individuals and families. I do not see that as a reasonable solution.

Unfortunately, in order to maintain a budget while we continue awaiting full operations at Cosmo Specialty Fiber and other local projects that would bring economic stability to City function it means that we need to look at every available option. This includes reducing staffing levels to assist in balancing our budget, but it does not come without incredible fraught. Our paid staff and volunteers have been with us through these difficult times, and at levels that have needed increased staff in every department over decreases that will mean a slowing of projects and progress city-wide.

The proposed budget is being presented with a heavy heart, and my sincere hope is that 2024 and beyond will see economic recovery to allow for us to return to operations we would all prefer.

KYLE E. PAULEY, Mayor



2024 City Administrator Budget Message

Mayor Kyle Pauley and City Council

As you are all very aware, 2023 has been an incredibly challenging year for everyone. With the loss of our largest tax base, an almost complete turnover in the city council, and essential budget cuts, many changes are before us. However, we have been through this several times before, and we have the experience and knowledge to get through it again.

I first want to thank the staff for their dedication and commitment to doing whatever it takes to help the city through this budget crisis. All nonunion employees voluntarily gave up their 3.5% wage increase for the second time in four years to help reduce the impact to the citizens during a time we have seen record increases in inflation. Their experience, tenure, and dedication keep us being able to operate with reduced staff.

Going forward, I am excited about what is on the horizon for the City of Cosmopolis. Cosmo Specialty Fibers is in the final stages of planning their reopening date, Paper Kenworth will be starting their major renovation to their building in 2024, and other waterfront development is in the planning process. Hopefully at this time next year we will be in a much better position.

For 2024, we will have a very bare bones budget that includes the layoff of some employees. These are very painful decisions that are extremely hard to make. We will be going into the new year with a balanced budget that will need to be reviewed monthly by the new Council with potential Supplemental Budgets adopted throughout 2024. We are holding \$120,000 of the projected 2024 General Fund Revenue to be placed into reserves; however, it will not meet our policy goal of 15% of General Fund Revenues be placed into reserves.

Projects

In 2024, there will not be a lot of projects completed as we are primarily focused on recovering from the loss of revenue in 2023, and planning for future projects. Some of the projects planned are:

1. ***New Municipal Building*** - Completion of the New Municipal Building funded by a Municipal Bond approved in 2019.
2. ***Mill Creek Park Maintenance Grant*** - Begin work on the Mill Creek Park Deferred Maintenance Projects funded by a \$100,000 grant from Washington State Recreation and Conservation Office (RCO).
3. ***Mill Creek Multi Objective Plan*** - Finalize the Engineering Study of the Mill Creek Multi Objective Flood Control Study that looks at flood hazard reduction projects along Mill Creek. This study is funded by a \$170,000 grant from the Chehalis Basin Flood Authority.

4. **Comprehensive Stormwater Plan** - The City of Cosmopolis in cooperation with the cities of Aberdeen, and Hoquiam received a \$400,000 grant from the Chehalis Basin Flood Authority to draft Comprehensive Stormwater Plans for each city. The City of Cosmopolis is the lead agency on this project.
5. **Fourth Street Paving** - We are planning on seeking funding to pave Fourth Street from C Street to the Cosmopolis School Field. This project is our priority paving project.

Goals

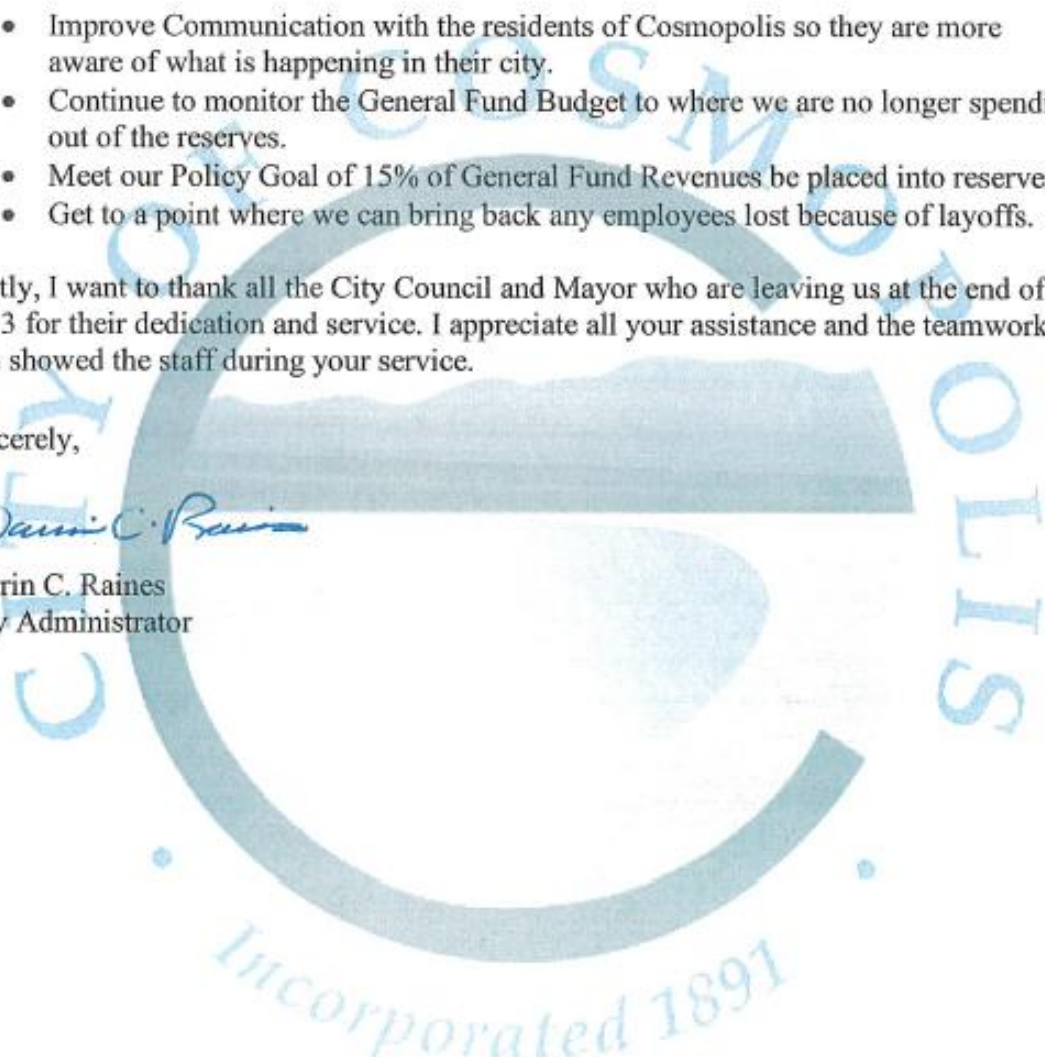
- Improve Communication with the residents of Cosmopolis so they are more aware of what is happening in their city.
- Continue to monitor the General Fund Budget to where we are no longer spending out of the reserves.
- Meet our Policy Goal of 15% of General Fund Revenues be placed into reserves.
- Get to a point where we can bring back any employees lost because of layoffs.

Lastly, I want to thank all the City Council and Mayor who are leaving us at the end of 2023 for their dedication and service. I appreciate all your assistance and the teamwork you showed the staff during your service.

Sincerely,



Darrin C. Raines
City Administrator



For your consideration, the 2024 proposed Annual Budget for the City of Cosmopolis.

Proposed expenditures for the forthcoming budget year are provided in the following table on a comparative basis with the current year’s budget and previous year’s actual expenditures:

Fund	2023 YTD November	2023 Budget	Proposed Budget
General Fund	1,934,990	2,601,559	1,800,438
Fire Equipment	32,883	34,000	33,250
Equipment Reserve	61,710	137,000	34,473
Drug Seizure Fund	0	705	0
Advanced Cemetery	0	10,138	0
Makarenko Park	7,483	0	10,500
Street Fund	117,021	171,366	133,150
Cemetery Perpetual Care	0	63,600	0
Real Estate Excise Tax	0	234,000	50,000
UTGO Bond Fund - 1997	0	50,335	0
UTGO Bond-2020	587,278	2,983,000	2,583,860
Water Fund	636,741	763,000	681,390
Sewer Fund	561,025	654,000	657,275
Special LID Fund	384	42,870	384
Stormwater Utility	36,326	131,700	61,250
Makarenko Park Reserve	18,222	273,000	20,000
Grand Total	3,994,063	8,150,273	6,065,970

The budget as proposed is approximately 23 percent lower than last year’s. The annual inflation rate for the 12 months ended October 2023 is 3.2%.

Estimated revenues for the forthcoming budget are provided in the following table and last year’s actual revenues received. These projections, current adopted budget, and prior year results are as follows:

Fund	2023 YTD November	2023 Budget	Proposed Budget
General Fund	2,222,795	2,601,559	2,000,438
Fire Equipment	41,961	34,000	42,370
Equipment Reserve	88,224	137,000	35,000
Drug Seizure Fund	705	705	705
Advanced Cemetery	8,988	10,138	9,000
Makarenko Park	14,709	0	22,000
Street Fund	145,113	171,366	183,098
Cemetery Perpetual Care	66,601	63,600	72,000
Real Estate Excise Tax	242,137	234,000	259,000

UTGO Bond Fund - 1997	50,334	50,335	50,335
UTGO Bond-New Facility	2,949,347	2,983,000	2,485,000
Water Fund	624,555	763,000	691,530
Sewer Fund	639,998	654,000	777,500
Special LID Fund	50,273	42,870	50,000
Stormwater Utility	127,079	131,700	161,760
Makarenko Park Reserve	255,706	273,000	308,000
Grand Totals	7,528,525	8,150,273	7,147,736

EQUIPMENT/IMPROVEMENT REQUESTS

Due to budget constraints, there are no equipment purchased requested for 2023.

PERSONNEL

Due to budget constraints, there will be no wage increases for City staff.

EMPLOYEE BENEFITS

AWC administers the medical, dental, and vision benefits provided to City employees. An increase of 4.1% has been finalized for medical premiums. All other benefits are expected to remain the same.

2024 Budget by Fund and Department

<u>001 General Expense Fund</u>	01/01/2024 To: 12/31/2024
	<u>REVENUES</u>
308 Beginning Balances	200,000.00
310 Taxes	1,420,000.00
320 Licenses & Permits	65,600.00
330 Intergovernmental Revenues	219,538.00
340 Charges For Goods & Services	28,950.00
350 Fines & Penalties	29,600.00
360 Interest & Other Earnings	27,660.00
380 Non Revenues	9,090.00
390 Other Financing Sources	0.00
397 Interfund Transfers	0.00
Fund Revenues:	2,000,438.00
	<u>EXPENDITURES</u>
511 Legislative	23,500.00
512 Judicial	57,500.00
513 Executive	8,550.00
514 Financial, Recording & Elections	224,150.00
515 Legal Services	31,200.00
518 Centralized Services	67,001.00
521 Law Enforcement	634,850.00
522 Fire Control	393,335.00
523 Detention/Correction	5,000.00
524 Protective Inspections	34,653.00
525 Disaster Services	0.00
528 Dispatch Services	16,202.00
536 Cemetery	33,450.00
537 Garbage & Solid Waste	2,000.00
539 Irrigation And Reclamation	200.00
553 Conservation	1,450.00
558 Planning & Community Devel	31,917.00
566 Substance Abuse	400.00
573 Cultural & Community Activities	2,050.00
574	0.00
576 Park Facilities	81,269.00
580 Non Expenditures	140,800.00
591 Debt Service - Principal Repayment	10,961.00
594 Capital Expenditures	0.00
597 Interfund Transfers	0.00
999 Ending Balance	200,000.00
Fund Expenditures:	2,000,438.00

002 Fire Equipment Fund 01/01/2024 To: 12/31/2024

	REVENUES
308 Beginning Balances	9,120.00
310 Taxes	33,000.00
360 Interest & Other Earnings	250.00
380 Non Revenues	0.00
397 Interfund Transfers	0.00
Fund Revenues:	42,370.00
	EXPENDITURES
522 Fire Control	0.00
580 Non Expenditures	0.00
591 Debt Service - Principal Repayment	32,883.00
597 Interfund Transfers	0.00
999 Ending Balance	9,487.00
Fund Expenditures:	42,370.00

007 Equipment Reserve Fund 01/01/2024 To: 12/31/2024

	REVENUES
308 Beginning Balances	15,000.00
310 Taxes	20,000.00
360 Interest & Other Earnings	0.00
380 Non Revenues	0.00
390 Other Financing Sources	0.00
397 Interfund Transfers	0.00
Fund Revenues:	35,000.00
	EXPENDITURES
580 Non Expenditures	0.00
591 Debt Service - Principal Repayment	34,473.00
594 Capital Expenditures	0.00
597 Interfund Transfers	0.00
999 Ending Balance	527.00
Fund Expenditures:	35,000.00

010 Drug Seizure Fund 01/01/2024 To: 12/31/2024

	REVENUES
308 Beginning Balances	705.00
360 Interest & Other Earnings	0.00
Fund Revenues:	705.00
	EXPENDITURES
521 Law Enforcement	0.00
999 Ending Balance	705.00
Fund Expenditures:	705.00

011 Advance Payment Cemetery Fund

01/01/2024 To: 12/31/2024

	REVENUES
308 Beginning Balances	9,000.00
340 Charges For Goods & Services	0.00
360 Interest & Other Earnings	0.00
380 Non Revenues	0.00

Fund Revenues: **9,000.00**

	EXPENDITURES
580 Non Expenditures	0.00
597 Interfund Transfers	0.00
999 Ending Balance	9,000.00

Fund Expenditures: **9,000.00**

012 Makarenko Park

01/01/2024 To: 12/31/2024

	REVENUES
308 Beginning Balances	7,000.00
360 Interest & Other Earnings	15,000.00
380 Non Revenues	0.00
397 Interfund Transfers	0.00

Fund Revenues: **22,000.00**

	EXPENDITURES
576 Park Facilities	10,500.00
580 Non Expenditures	0.00
594 Capital Expenditures	0.00
999 Ending Balance	11,500.00

Fund Expenditures: **22,000.00**

101 Street Fund

01/01/2024 To: 12/31/2024

	REVENUES
308 Beginning Balances	20,000.00
310 Taxes	130,500.00
330 Intergovernmental Revenues	32,598.00
340 Charges For Goods & Services	0.00
360 Interest & Other Earnings	0.00
380 Non Revenues	0.00
390 Other Financing Sources	0.00
397 Interfund Transfers	0.00

Fund Revenues: **183,098.00**

	EXPENDITURES
542 Streets - Maintenance	123,150.00
543 Streets Admin & Overhead	0.00
576 Park Facilities	0.00
580 Non Expenditures	10,000.00
591 Debt Service - Principal Repayment	0.00
594 Capital Expenditures	0.00
597 Interfund Transfers	0.00
999 Ending Balance	49,948.00

Fund Expenditures: **183,098.00**

105 Cemetery Perpetual Care Fund		01/01/2024 To: 12/31/2024
		REVENUES
308 Beginning Balances		67,000.00
340 Charges For Goods & Services		5,000.00
397 Interfund Transfers		0.00
Fund Revenues:		72,000.00
		EXPENDITURES
536 Cemetery		0.00
999 Ending Balance		72,000.00
Fund Expenditures:		72,000.00
204 Utgo Bond Redemption Fund 1997		01/01/2024 To: 12/31/2024
		REVENUES
308 Beginning Balances		50,335.00
310 Taxes		0.00
360 Interest & Other Earnings		0.00
380 Non Revenues		0.00
397 Interfund Transfers		0.00
Fund Revenues:		50,335.00
		EXPENDITURES
580 Non Expenditures		0.00
591 Debt Service - Principal Repayment		0.00
999 Ending Balance		50,335.00
Fund Expenditures:		50,335.00
205 UTGO Bond Redemption Fund 2020		01/01/2024 To: 12/31/2024
		REVENUES
308 Beginning Balances		2,300,000.00
310 Taxes		184,000.00
360 Interest & Other Earnings		1,000.00
390 Other Financing Sources		0.00
Fund Revenues:		2,485,000.00
		EXPENDITURES
515 Legal Services		0.00
591 Debt Service - Principal Repayment		183,860.00
594 Capital Expenditures		2,301,140.00
999 Ending Balance		0.00
Fund Expenditures:		2,485,000.00

305 Real Estate Excise Tax		01/01/2024 To: 12/31/2024
		REVENUES
308 Beginning Balances		244,000.00
310 Taxes		15,000.00
330 Intergovernmental Revenues		0.00
360 Interest & Other Earnings		0.00
397 Interfund Transfers		0.00
Fund Revenues:		259,000.00
		EXPENDITURES
521 Law Enforcement		0.00
594 Capital Expenditures		50,000.00
999 Ending Balance		209,000.00
Fund Expenditures:		259,000.00
401 Water Fund		01/01/2024 To: 12/31/2024
		REVENUES
308 Beginning Balances		10,000.00
340 Charges For Goods & Services		680,500.00
360 Interest & Other Earnings		1,030.00
380 Non Revenues		0.00
390 Other Financing Sources		0.00
397 Interfund Transfers		0.00
Fund Revenues:		691,530.00
		EXPENDITURES
534 Water Utilities		650,100.00
580 Non Expenditures		0.00
591 Debt Service - Principal Repayment		31,290.00
594 Capital Expenditures		0.00
597 Interfund Transfers		0.00
999 Ending Balance		10,140.00
Fund Expenditures:		691,530.00
402 Sewer Fund		01/01/2024 To: 12/31/2024
		REVENUES
308 Beginning Balances		75,000.00
340 Charges For Goods & Services		702,500.00
360 Interest & Other Earnings		0.00
380 Non Revenues		0.00
397 Interfund Transfers		0.00
Fund Revenues:		777,500.00
		EXPENDITURES
535 Sewer		657,275.00
580 Non Expenditures		0.00
591 Debt Service - Principal Repayment		0.00
594 Capital Expenditures		0.00
597 Interfund Transfers		0.00
999 Ending Balance		120,225.00
Fund Expenditures:		777,500.00

404 Special Revenue Fund Lid 99-1

01/01/2024 To: 12/31/2024

	REVENUES
308 Beginning Balances	50,000.00
360 Interest & Other Earnings	0.00
380 Non Revenues	0.00
Fund Revenues:	50,000.00

	EXPENDITURES
514 Financial, Recording & Elections	384.00
538 Combined Utilities	0.00
580 Non Expenditures	0.00
597 Interfund Transfers	0.00
999 Ending Balance	49,616.00
Fund Expenditures:	50,000.00

410 Stormwater Utility

01/01/2024 To: 12/31/2024

	REVENUES
308 Beginning Balances	91,000.00
340 Charges For Goods & Services	70,760.00
360 Interest & Other Earnings	0.00
Fund Revenues:	161,760.00

	EXPENDITURES
531 Storm Water Services	61,250.00
553 Conservation	0.00
580 Non Expenditures	0.00
594 Capital Expenditures	0.00
999 Ending Balance	100,510.00
Fund Expenditures:	161,760.00

702 Makarenko Park Reserve Fund

01/01/2024 To: 12/31/2024

	REVENUES
308 Beginning Balances	258,000.00
360 Interest & Other Earnings	20,000.00
380 Non Revenues	30,000.00
Fund Revenues:	308,000.00

	EXPENDITURES
580 Non Expenditures	0.00
597 Interfund Transfers	20,000.00
999 Ending Balance	288,000.00
Fund Expenditures:	308,000.00

CITY OF COSMOPOLIS
ORDINANCE NO. 1390

AN ORDINANCE ADOPTING AN AMENDMENT TO THE BUDGET FOR THE CITY OF COSMOPOLIS, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023

WHEREAS, it is necessary to adopt certain amendments to the budget for the City of Cosmopolis, Washington, for the fiscal year ending December 31, 2023.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COSMOPOLIS DO ORDAIN AS FOLLOWS:

Section 1. The budget for the City of Cosmopolis, Washington, for the year 2023 is hereby amended as follows:

FUND	FUND NUMBER	AMOUNT
Makarenko Park Operating Fund	012	\$10,000.00

TOTAL AMENDMENT TO BUDGET **\$10,000.00**

Section 2. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED AND APPROVED this 20th day of December, 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. 1390 of the ordinances of the City of Cosmopolis, Washington, and that the same was passed regularly and according to law on the 20th day of December, 2023.

Finance Director

Region 3 Omnibus Mutual Aid Agreement
Omnibus Agreement

This Addendum (“Addendum”) is made and entered into on January 1, 2024, by and between the undersigned parties to the Region 3 Mutual Aid Agreement Omnibus Agreement (“Omnibus Agreement”) dated January 10, 2019, specifically addressing the extension of the contract term.

WHEREAS, the parties/signatories below entered into the Region 3 Mutual Aid Agreement Omnibus Agreement on January 10, 2019, and;

WHEREAS, Article 29- TERM AND TERMINATION of the Omnibus Agreement allows for extension of the Omnibus Agreement in five (5) year increments by consent of the parties, unless otherwise agreed upon, and;

WHEREAS, the original Omnibus Agreement is attached to this Addendum and is incorporated by this reference;

NOW, THEREFORE, be it resolved that the parties/signatories to the original Omnibus Agreement, below and attached hereto, Consent and Agree to extend the Omnibus Agreement for a specified six (6) months from the original authorized termination date of December 31, 2023, to now terminate on June 30, 2024. This extension represents a limited duration and does not constitute a five (5) year term extension, but rather a specified additional six (6) months beyond the original expiration date.

Jurisdiction: _____

Dated: _____

Signature

Attest: _____

Title

By: (Title) _____

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:

Signature

Title

By: (Title) _____

Signature

Title

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ABERDEEN (FIRE DEPARTMENT), THE CITY OF COSMOPOLIS
(FIRE DEPARTMENT), THE CITY OF HOQUIAM (FIRE DEPARTMENT) AND
GRAYS HARBOR FIRE DISTRICT NO. 2
AUTOMATIC RESPONSE
FOR STRUCTURE FIRES**

THIS AGREEMENT is made and entered into between the CITY OF ABERDEEN (Fire Department), a municipal corporation of the State of Washington (hereinafter referred to as “Aberdeen”), the CITY OF COSMOPOLIS (Fire Department), a municipal corporation of the State of Washington (hereinafter referred to as “Cosmopolis”), CITY OF HOQUIAM (Fire Department), a municipal corporation of the State of Washington (hereinafter referred to as “Hoquiam”) and GRAYS HARBOR FIRE DISTRICT NO. 2, a special purpose district in the State of Washington (hereinafter referred to a DISTRCT No. 2).

WHEREAS, structure fires represent a significant and unique threat to life safety of residents and responders, and higher incidence of property damages than other types of fires; and,

WHEREAS, it is common practice in all four communities to request assistance under existing agreements from the other in responding to structure fires; and,

WHEREAS, all parties recognize the value to residents and the responders to have simultaneous dispatch of fire departments; and,

WHEREAS, the agencies currently participate in cooperative efforts, and work closely together to maintain public safety in the region in a mutual aid relationship; and,

NOW THEREFORE, in consideration of their mutual covenants, conditions, and promises, the parties hereby agree as follows:

- 1. PRIOR AGREEMENTS.** This Agreement supersedes the following agreements:
 - a) 2021 Interlocal agreement interlocal agreement between The City of Aberdeen (fire department) and the City of Hoquiam (fire department) for Automatic response for structure fires.
 - b) 2023 Interlocal agreement interlocal agreement between The City of Aberdeen (fire department) and Grays Harbor Fire District No. 2 for Automatic response for structure fires.
- 2. TERM.** This Agreement shall take effect upon execution by all parties, and shall continue until otherwise terminated as set forth below.
- 3. COMPENSATION.** All parties find that it is in their mutual benefit, and that it serves the public interest and life safety, to provide the most efficient dispatch of fire responders to battle

structure fires. Therefore, each agency shall bear the cost of their own department employees and infrastructure while meeting the Scope of Services described in Section 4 of this Agreement.

4. SCOPE OF SERVICES – Automatic Dispatch for Structure Fires. In consideration of the increased risk to life safety and property damage presented by structure fires, and the public good effected by prompt responses to structure fires particularly:

4.1 Grays Harbor Communication E-911 Center (“GHCC”), in its role of administering dispatch of emergency response including fire response, shall be directed to automatically dispatch apparatus and personnel for all confirmed structure fires within the dispatch area of the Jurisdictional response areas as follows:

4.1.1 Structure Fire in Aberdeen’s Jurisdiction:

- a) Cosmopolis will be dispatched as part of the initial response to structure fires in Aberdeen.
- b) Hoquiam will be dispatched to the initial response and second alarm activations for structure fires in Aberdeen.
- c) District No. 2 will be dispatched as part of a second alarm activation for structure fires in Aberdeen.

4.1.2 Structure Fire in Cosmopolis’s Jurisdiction:

- a) Aberdeen will be dispatched to the initial response and second alarm activations for structure fires in Cosmopolis.
- b) Hoquiam will be dispatched as part of a second alarm activation for structure fires in Cosmopolis.
- c) District No. 2 will be dispatched as part of a second alarm activation for structure fires in Cosmopolis.

4.1.3 Structure Fires in Hoquiam’s Jurisdiction:

- a) Aberdeen will be dispatched to the initial response and second alarm activations for structure fires in Hoquiam.
- b) Cosmopolis will be dispatched as part of a second alarm activation for structure fires in Hoquiam.
- c) District No. 2 will be dispatched as part of a second alarm activation for structure fires in Hoquiam.

4.1.4 Structure Fires in District No. 2’s Jurisdiction:

- a) Aberdeen will be dispatched as part of the initial response to structure fires in District No. 2’s zones 2F001 (Central Park), 2F002 (East Aberdeen East) and 2F008 (Clemons Hill).
- b) Cosmopolis will be dispatched as part of the initial response to structure fires in District No. 2’s zones 2F009 (Melbourne), 2F011 (South Montesano).
- c) Hoquiam will be dispatched as part of a second alarm activation for structure fires in District No. 2’s zones 2F001 (Central Park), 2F002 (East Aberdeen East) and 2F008 (Clemons Hill).

4.2 Rendering assistance outside any of the parties’ usual dispatch area under this Agreement is not mandatory. If for any reason an automatic response is not possible, the unavailable agency shall immediately notify GHCC of that fact.

4.3 The Incident Commander (“IC”) of the Jurisdiction in which the structure fire is located shall assume full charge of the operation and maintain such throughout the incident. The IC may request a command officer from another responding Jurisdiction to assume command during the incident but shall not thereby be relieved of his or her operational responsibility.

4.4 Administration from each agency shall meet and confer as soon as practicable after execution of this Agreement to develop detailed procedures to implement its terms. They shall thereafter meet regularly to update procedures based on lessons learned during the course of this Agreement.

4.5 Participation in the Agreement does not limit or restrict parties from requesting additional assistance of provisions of any other existing or future Mutual Aid Firefighting Agreements.

4.6 Each party to this Agreement shall designate an individual (an “Administrator”) who may be designated by title or position, to oversee and administer such party’s participation in this Agreement.

5. NO OBLIGATION. The execution of this Agreement shall not create any duty to respond on the part of any party. A party shall not be held liable for failing to provide or assist in providing emergency assistance as requested under the terms of this Agreement. A Party has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring liability.

6. INDEMNIFICATION AND HOLD HARMLESS. A jurisdiction seeking assistance shall indemnify, defend, and hold harmless the responding agencies, their agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the jurisdiction requesting assistance, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the responding party, its agents, or employees caused or contributed thereto.

7. INSURANCE. Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance, or lack thereof, of insurance and/or self-insurance shall not limit the liability of any party. Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations.

8. NO JOINT VENTURE. Nothing contained in this Agreement shall be constructed as creating any type or manner of partnership, joint venture, or other joint enterprises between the Parties. No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit. The parties do not intend to finance this Agreement, nor acquire property. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of a responding jurisdiction the employee of the requesting jurisdiction, for any purpose, including, but not limited to withholding of taxes, payment of benefits, insurance, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to either city's employee by virtue of their employment.

9. BUDGET REDUCTIONS. The Parties recognize that revenue-reducing initiative(s) passed by the voters of Washington and/or local revenue reductions (i.e., loss of sales tax) and/or local government mandates may substantially reduce operating revenue of the Parties. If such an event occurs, the parties acknowledge that they may become less capable of providing assistance under this Agreement and agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

10. COMPLIANCE WITH LAWS. Each party, in performance of this agreement agrees to comply with all applicable Federal, State, and local laws or ordinances, including Federal and State nondiscrimination statutes and regulations, labor laws, standards for licensing, certification, and operation of facilities, programs, and accreditation and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

11. TERMINATION. Parties has the right to immediately terminate this agreement by providing ninety (90) days written notice to the other parties either delivered personally or mailed postage pre-paid by certified mail, return receipt requested to the addresses listed below. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of the Agreement prior to the effective date of termination.

Aberdeen Fire Department
ATTN: Fire Chief
700 W. Market Street
Aberdeen, WA 98520

Cosmopolis Fire Department
ATTN: Fire Chief
P.O. Box 2011
Cosmopolis, WA 98537

Hoquiam Fire Department
ATTN: Fire Chief
625 8th Street
Hoquiam, WA 98550

Grays Harbor Fire District No. 2
ATTN: Fire Chief
6317 Olympic Hwy.
Aberdeen, WA 98520

12. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

13. ASSIGNABILITY. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

15. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by all parties.

16. FILING. Executed copies of this Agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective or, alternatively, posted on the website of each party.

IN WITNESS WHEREOF, the parties execute this Agreement this _____ day of _____, 20____

CITY OF ABERDEEN

Pete Schave, Mayor

Attest:

Rebecca Anderson, Deputy Clerk

Approved as to form:

Hillary J. Evans, Corporation Counsel

CITY OF HOQUIAM

Ben Winkelman, Mayor

Attest:

Corrine Schmid, Finance Director

Approved as to form:

Steve Johnson, CITY ATTORNEY

CITY OF COSMOPOLIS

Kyle Pauly, Mayor

Attest:

Julie Pope, Finance Director

Approved as to form:

Steve Johnson, CITY ATTORNEY

GRAYS HARBOR FIRE DISTRICT 2

Dale Hensley, Fire Commissioner

Dave Everitt, Fire Commissioner

Raymond Winter, Fire Commissioner