



December 20, 2023

City of Cosmopolis, Police Department
Attn: Chief Heath Layman
1300 1st. Street
Cosmopolis, WA 98537

Dear Chief Layman:

Enclosed is the Municipal Contract between the Connections, A Center For Healthy Families and your city. Please forward this contract to your Mayor for signature. After the Mayor's signature, please send it back to the Connections, A Center for Healthy Families and I will have Margaret Carthum sign as President of the **Connections, A Center for Healthy Families** Board of Directors.

The following information highlights the pertinent components of the contract:

Per our agreement, your city will be charged by the hour (@\$50) for forensic interview services which include MDT case staffings. This agreement is in effect for this year only and will be renegotiated at the end of 2024.

Sincerely,

Sue Bucy, Executive Director
Connections, A Center for Healthy Families

514 East Broadway Avenue, Montesano, WA 98563 - 360-249-0005

www.harborconnections.org

"Making A Difference, One Child At A Time"

Connections, A Center For Healthy Families is a United Way Agency

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day by and between the **CITY OF COSMOPOLIS**, a municipal corporation, hereinafter referred to as the “**CITY**”, and **CONNECTIONS**, hereinafter referred to as the “**AGENCY**”.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the CITY desires to have certain services performed, as hereinafter set forth, requiring specialized skills and other support capabilities; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract;

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

1. **SERVICES.** The AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as AGENCY responsibilities throughout this Agreement. The AGENCY agrees to provide forensic child victim interviews when requested, training to law enforcement personnel when requested, coordination of multidisciplinary case reviews, interview related documentation and reports, court related testimony and child and family support services.

2. **REPORTING REQUIREMENTS.** The AGENCY shall submit periodic reports as required by the CITY, which may include, but not be limited to, a fiscal year, revenue and expenditure report, and final evaluation report.

3. **DURATION OF AGREEMENT.** The effective date of this Agreement shall be **January 1, 2024** and shall terminate on **December 31, 2024**. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

4. **COMPENSATION AND METHOD OF PAYMENT.** The CITY shall compensate the AGENCY for the services performed under this Agreement in an amount of **\$0 for this calendar year..** *The AGENCY will provide up to interviews on a pay as you go, at the rate of \$50 per hour @ 6 hours per interview, which includes the forensic interview set-up, interview, follow-up and MDT case staffing.*

5. **ESTABLISHMENT AND MAINTENANCE OF RECORDS.** The AGENCY agrees to return records to the referring agency within three to five days of the

completion of the interview. The AGENCY will maintain accounting procedures, and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books relevant to this Agreement for three (3) years after its expiration.

6. **COMPLIANCE WITH LAWS.** The AGENCY, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including 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.

7. **NON-DISCRIMINATION.** AGENCY agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, national origin, marital status, sex, age, or disability except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. During the performance of this agreement AGENCY shall comply with federal and state nondiscrimination statutes and regulations, including the Americans with Disabilities Act of 1990, as amended.

8. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

9. **TERMINATION.** If the AGENCY fails to comply with the terms and conditions of this Agreement, the CITY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 30 days notice in writing of intent to terminate.

10. **RECAPTURE OF FUNDS.** In the event that the AGENCY fails to expend funds under this Agreement in accordance with State law, or Federal law where applicable, and/or the provisions of this Agreement, or fails to perform any and all tasks

under this Agreement, the CITY reserves the right to recapture CITY funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed three (3) years following contract termination.

11. **NOTICE AND CONTRACT ADMINISTRATION.** The contract administrator for the CITY for this Agreement shall be the **Chief of Police**. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY: CITY OF COSMOPOLIS
POLICE DEPARTMENT
P.O. Box 2007
Cosmopolis WA 98537
Attention: **Chief Layman**

AGENCY: CONNECTIONS
514 Broadway Avenue East
Montesano, WA 98563
Attention: **Sue Bucy, Executive Director**

Either party may change the addresses above specified hereto by giving written notice thereof to the other pursuant to this paragraph.

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

DATED: _____

Connections

City of Cosmopolis

By _____
Sonnya Wilkins, Board President

By _____
Kyle Pauly, Mayor