

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.