

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