



REGULAR COUNCIL AGENDA

Council Chambers – 1300 First Street

December 21, 2022 at 7:00 PM

1. **FLAG SALUTE - PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER - ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **PUBLIC COMMENTS**
5. **CONSENT AGENDA**
 - A. Claims Vouchers
 - B. Meeting Minutes - 12/07/2022 Workshops and Meeting Minutes
6. **COMMITTEE REPORTS**
7. **CITY OFFICIAL REPORTS**
 - A. City Administrator Council Report
8. **MAYOR'S REPORT**
9. **NEW BUSINESS**
 - A. 2023 Utility Rates
 - B. 2022 Budget Amendment
 - C. RV Dwelling and Parking Permit Fees
 - D. City Official Pay
 - E. Confirmation of New Volunteer Firefighter
 - E. GH EMS & Trauma Council Agreement
 - G. Memorandum of Understanding - City of Aberdeen
10. **COUNCIL COMMENTS**
11. **PUBLIC COMMENTS**

Public comments may be made in-person during the meeting. If unable to attend, please submit comments to jpope@cosmopoliswa.gov by noon on meeting day.

If you are unable to attend the meeting in person, you may join with the following Zoom Information

Webinar ID: 864 3845 7146
Passcode: 528348
Phone Number: (253) 215-8782



REGULAR COUNCIL MINUTES

Council Chambers – 1300 First Street

December 07, 2022 at 6:00 PM

1. Council Workshops

A. Budget Workshop 6:00-6:30

Finance Director Julie Pope stated that they were able to balance the budget due to Aberdeen not raising the EMS fees to the City. The budget is set up so that we would only be on the contract through April and then reverting to the previous contract. If that doesn't happen, we would have to do a budget amendment and reevaluate the fees to the customers. The 2023 EMS fees on the utility bills will be \$18.00 per month. She stated that while revenues are increased, expenditures are much higher than previous years due to inflation. Expenditures are rising faster than revenues. Councilmember Ancich asked what we can do with the Sewer LID fund. Director Pope will be contact the State Auditor's Office for guidance. Councilmember Wenzel stated the budget will keep us where we are at. Public Works Superintendent Jeff Nations stated we budget some park improvements for 2022. Those projects were not completed. We will have to take those on a case by case basis during 2023. During the spring, we will take a look at what we can do. Administrator Raines stated we didn't include some things in the budget at this time due to the inflation. We can take another look during the year as things project. Mayor Pauley stated the Aberdeen contract was the biggest factor for this budget. The Council discussed the Stormwater Utility and the impact to the General Fund. Nick Falley asked about the Fire Equipment Fund. Director Pope stated the revenues that go into the fund go to pay for the Fire Truck. It only covers 3 of the quarterly payments. The fourth payment comes from the general fund.

B. RV Ordinance Workshop 6:30 - 7:00

Mayor Pauley stated this topic has been covered the last couple of months. We are adding some some proposed items into the current instead of rewriting the whole code. We are amending CMC10.24.025 to add permits. Permits would allow for 7 days. Amending CMC10.24.020 to add 72 hours. Adding to CMC 10.24.070 to create a violation with a civil infraction and a \$150 fine. The permits would cost \$50. Councilmember Wenzel stated we used the oversize vehicle definition from the previous code. Attorney Johnson stated the definitions for oversize vehicles and recreational vehicles would remain the same as the current code. Councilmember Wenzel stated all changes were made from comments at previous meetings.

2. FLAG SALUTE - PLEDGE OF ALLEGIANCE

After the flag salute, Mayor Pauley held a moment of silence for former city attorney Steve Hyde who had recently passed.

3. CALL TO ORDER - ROLL CALL

PRESENT

Councilmember Candice Makos, Councilmember Stana Carlisle, Councilmember Jim Ancich, Councilmember Robinson, Councilmember Miles Wenzel

4. APPROVAL OF AGENDA

Motion made by Councilmember Robinson to approve the agenda, Seconded by Councilmember Ancich.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

5. PUBLIC COMMENTS

Ashley Arcangel - She would like us to update references to newspapers. She said the budget has not been posted to the website. Finance Director Pope stated the budget is not posted to the website as it hasn't been passed yet. There is an RCW that requires us to send it to the official newspaper.

6. CONSENT AGENDA

Motion made by Councilmember Wenzel to approve the consent agenda, Seconded by Councilmember Robinson.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

7. COMMITTEE REPORTS

Finance Sub Committee - Councilmember Wenzel stated they had discussed the budget.

Public Works - Councilmember Ancich stated they discussed the budget, improvements, and adding an employee to the Public Works Department.

Public Safety - Councilmember Wenzel stated they discussed the budget for fire and police, the RV ordinance, and the status of the Fire Department. The Fire Department responded to 30% of the calls last month. They are looking at reporting software in the future.

RFA Planning Committee - Mayor Pauley stated the meeting will be tomorrow at the fire hall.

8. CITY OFFICIAL REPORTS

City Administrator - He thanked Police Chief Stratton for all of his years of service. His service is appreciated.

Finance Director - She said we are ready to start the accountability portion of our audit. We should start the entrance interview soon. Currently our unemployment insurance coverage is reimbursable. She would like us to switch us to taxable. The Council asked she find out what are rates would be before approval.

Police Chief - He stated he has a memorable 18 years with the City. He would like Deputy Chief Layman to be his successor. Mayor Pauley stated that he is only considering Deputy Chief Layman for the position.

Fire Chief - Interim Chief Raines commended Nick Falley, Mark Tarabochia, and the other volunteers for their hard work. Nick Falley stated they are getting ready for the Police to move into the Fire Hall. They are looking at items to surplus.

Public Works Superintendent - Superintendent Nations thanked Chief Stratton for his service.

9. MAYOR'S REPORT

Mayor Pauley thanked Chief Stratton for his service to the City. He stated that former attorney Steven Hyde passed away earlier this week. He served the City for over 40 years. There was a rollover accident in Cosmopolis recently. The Cosmopolis Police and Fire Department responded. They provided a remarkable response.

10. OLD BUSINESS

A. Ordinance 1378 (RV Parking)

Attorney Steve Johnson read the ordinance by title. Mayor Pauley stated that this would update the current municipal code. It would provide a civil infraction and fine of \$150 for parking on the street over 72 hours without a permit. Councilmember Wenzel stated Chief Stratton did the research for this.

Motion made by Councilmember Wenzel to approve the ordinance, Seconded by Councilmember Carlisle.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Robinson, Councilmember Wenzel
Voting Nay: Councilmember Ancich

11. NEW BUSINESS

A. Ordinance 1380 (2023 Budget)

Attorney Johnson read the title of the ordinance. Mayor Pauley commended the staff on their hard work with the budget. Director Pope stated it was truly a collaborative effort.

Motion made by Councilmember Robinson to approve the ordinance, Seconded by Councilmember Makos.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

12. COUNCIL COMMENTS

Councilmember Carlisle - She thanked everyone for their hard work.

Councilmember Ancich - He asked if there would be a meeting regarding the RFA in January. Mayor Pauley stated that when things are finalized we will have another meeting. He asked that we put something out on the water bills for the meeting. Director Pope said we would have to have the information prior to the bills going out on the 10th. He thanked Casey for all of his hard work.

Councilmember Robinson - He thanked everyone for their help. He thanked the people who put up the lights on First Street.

Councilmember Wenzel - He congratulated Chief Stratton on his retirement. He said the decorations on First Street look great. He said all of the City departments are working hard. He said the Fire department is starting to respond to calls. He is encouraged by the progress.

Councilmember Makos - She asked if we will be having an open house at the next meeting. Director Pope stated MRSC came out with an article regarding these. The City cannot provide food for these. It is a gifting of public funds.

13. PUBLIC COMMENTS

Ashley Arcangel - She thanked Chief Stratton for his service. She would like the City to announce holidays well in advance instead of the day before the holiday. She would like the new website to be updated. Mayor Pauley stated that if anyone notices an issue with the website, to please let us know.

Kim Gherna - She thanked Chief Stratton for his service to the City and his hard work on the RV ordinance.

CITY OF COSMOPOLIS

DARRIN C. RAINES

CITY ADMINISTRATOR

Section 7, Item A.



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December 19, 2022

RE: December 21, 2022, City Administrator Council Report

Item 1) *Fire Department Updates*- The Fire Department continues to make progress with rebuilding the Department, working on training, cleaning, organizing, and recruitment.

We are still at 4 fully onboarded members with 3 of them EMT certified. We also have a couple of other non-responding volunteers that are assisting with other duties in the station.

On the agenda for this meeting will be the Conditional Approval of another recruit who will be entering the EMT Training program in January.

Item 2) *Absence from Meeting*- I will be absent from this meeting, my Wife is having surgery that day and I will be with her.

Sincerely,

Darrin C. Raines

Darrin C. Raines
City Administrator

**CITY OF COSMOPOLIS
RESOLUTION NO. 2022-04**

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	\$66.53
Rate 2-Business	\$90.19
Restaurant	\$128.81
Cosmopolis School	\$386.60
Harbor Mobile	\$66.53 per active lot
Cosmo Fibers Sewer	\$4,831.79
River Run RV Park	\$386.60

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

Charge 1 – ¾” Meter	\$29.59
Highlands Extra Meter	\$40.41
Charge 2 – 1” Meter	\$40.41
Outside City Limits	\$44.68
Cosmopolis School	\$84.55
Cosmo Fibers Water	\$555.90
Monthly usage Rate	\$0.06711 per cubic foot
River Run RV Park	\$84.55

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 \$7.60.

The monthly stormwater rate for large lots greater than 20,000 square feet in size shall be \$15.25.

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

Utility Tax	13.5% of water & sewer charges
EMS Fees	\$18.00 per account
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, 2023.

PASSED AND APPROVED this 21st day of December, 2022..

Mayor

Attest:

Finance Director

CITY OF COSMOPOLIS
ORDINANCE NO. 1381

AN ORDINANCE ADOPTING AMENDMENTS TO THE BUDGET FOR THE CITY OF COSMOPOLIS, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022

WHEREAS, it is necessary to adopt certain amendments to the budget for the City of Cosmopolis, Washington, for the fiscal year ending December 31, 2022.

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 2022 is hereby amended as follows:

FUND	FUND NUMBER	AMOUNT
General Fund	001	\$2,810,933
Fire Equipment	002	50,620
Adv Payment Cemetery	011	12,100
Cemetery Perpetual Care	105	64,500
UTGO Bond – 2020	205	\$3,008,000.
Real Estate Excise Tax	305	224,000
TOTAL AMENDMENTS TO BUDGET		\$6,170,153

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

PASSED AND APPROVED this 21st day of December, 2022.

Mayor

Attest:

Finance Director

I, Julie Pope, Clerk-Treasurer for the City of Cosmopolis, Washington do hereby certify that the foregoing is a true and correct copy of Ordinance No. 1381 of the ordinances of the City of Cosmopolis, Washington, and that the same was passed regularly and according to law on the 21st day of December, 2022.

Finance Director

CITY OF COSMOPOLIS
RESOLUTION NO. 2022-05

A RESOLUTION setting fees for RV dwelling permits and for temporary parking permits for RV's, oversized vehicles, and trailers.

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 fee charged for an RV dwelling permit under CMC 10.24.040 and CMC 10.24.050 shall be Fifty Dollars (\$50).

SECTION 2. The fee charged for a temporary parking permit for an RV, oversized vehicle, or trailer under CMC 10.24.020(3) and CMC 10.24.025 shall be Fifty Dollars (\$50).

PASSED AND APPROVED this 21st day of December, 2022

Mayor

Attest:

Finance Director

CITY OF COSMOPOLIS
RESOLUTION NO. 2022-06

A RESOLUTION FIXING THE SALARY OF THE CITY ADMINISTRATOR, THE POLICE CHIEF AND THE FINANCE DIRECTOR AFTER JANUARY 1, 2023.

WHEREFORE, the employment agreements with the City Administrator, the Police Chief and the Finance Director provide that the salaries of each position shall be set by the City Council by resolution, 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. The City Administrator shall receive a monthly salary in the amount of \$10,90.00, effective January 1, 2023.

SECTION 2. The Police Chief shall receive a monthly salary in the amount of \$9,165.00, effective January 1, 2023.

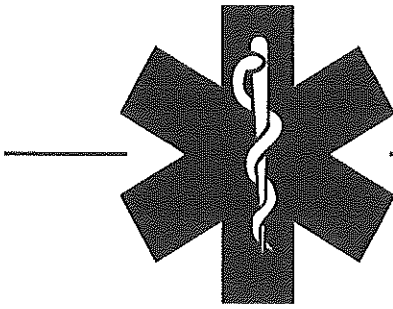
SECTION 3. The Finance Director shall receive a monthly salary in the amount of \$7,539, effective January 1, 2023.

PASSED AND APPROVED this 21st day of December, 2022.

Kyle Pauley -- Mayor

Attest:

Julie Pope – Finance Director



Grays Harbor EMS & Trauma Care Council

2421 Sumner Avenue • Aberdeen, WA 98520
(360) 532-2067 • Fax (360) 532-0608
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Section 9, Item F.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on November 18, 2022 by and between Grays EMS and Trauma Care Council (GHEMS) and Cosmopolitan Fire Dept.. The purpose of which is for the GHEMS to provide required State, Regional, and Local pre-hospital education, and services to EMS personnel.

Responsibilities: GHEMS will provide the following:

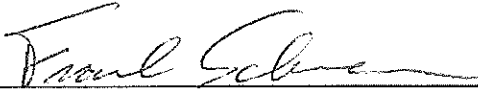
- **Initial Training of EMS Personnel** including EMRs, EMTs, and IV-Tech. Coordinate courses; maintain training records; process paperwork for course completion for state and NREMT certification.
- **Continuing Medical Education** including EMRs, EMTs, IV-Techs, and Paramedics. Coordinate classes; track training records; process paperwork.
- **Ongoing schedule of EMS training** included but not limit to: EMR, EMT, ESE Initial, ESE Renewal, PALS, ACLS, AHA Instructor, AHA First Aid and CPR, AHA BLS Provider; OTEP, Online OTEP training (EMS Connect), etc.
- **Implementation of unfunded state mandates** including trainings, provider requirements, etc.
- **State-approved working protocols and procedures** for all EMS personnel to work under.
- **Certification services** including initial certification, recertification, and reciprocity certification that meet Washington state training requirements
- **Medical Program Director**
 - Provides oversight and licensure for all EMS providers
 - Provides DEA oversight and licensure for all medication for all agencies
 - Provides QI support through monthly meetings, patient care reviews, and provider discussions
 - Participates in required working groups including Education and QI committees
 - Leads coordination with hospitals and interfacility care.
 - Liaison between the state, regional, and local health, hospital, and EMS groups.
- **Office staff**
 - Coordinate and oversee quality training and programming
 - Audit all training records, records maintenance
 - Provide Min/Max numbers to the state
 - Liaison with state and Federal Agencies (DOH, DEA, DSHS, County Health Departments, etc.)
 - Represent Grays Harbor as West Region EMS Board Member
 - Write grants for equipment and programming
 - Coordinate projects.
- **Coordination and oversight in public health** emergency situations including Covid, H1N1, and Ebola.
- Oversight and deployment of **Critical Incident Stress Debriefing** team.
- **Injury prevention** for community at large (CPR class; BLS classes; community fairs)
- **Building/space for training** that is well-kept and adequate for trainings.
- **Various training equipment** that is up to date with what is being used in the field available for checkout to all agencies.

Payment Agreement:

The term of this agreement will be from fall quarter 2022 – December 31, 2023.

To provide all of the above services, the named agency Così ED shall pay the Grays Harbor EMS & Trauma Care Council a total of \$ 8590.29 which includes a base fee of \$5,000 and a per person/population fee of \$1,143. Quarterly payments will be made at the beginning of each quarter.

Agreed to and dated this _____ day of _____, 2022.



Grays Harbor EMS & Trauma Care Council
Frank Scherer, Chair

Agency Representative
Name, Title

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ABERDEEN AND THE CITY OF COSMOPOLIS
REGARDING EMERGENCY FIRE SUPPORT**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Aberdeen (“Aberdeen”), and the City of Cosmopolis (“Cosmopolis”), both Washington municipal corporations (collectively, the “Parties”).

RECITALS

- A. The Parties each operate their own Fire Departments.
- B. The Parties have entered into an agreement for emergency medical services wherein Aberdeen responds to calls within the City of Cosmopolis (“EMS Agreement”).
- C. Both Parties have entered into a Mutual Aid Agreement with the fire districts and fire departments of Grays Harbor County, Washington.
- D. Cosmopolis’ volunteer fire department has recently expressed it is their employees’ intention to resign, effective January 1, 2022, leaving the City of Cosmopolis without any fire department or emergency fire support.
- E. Effective January 1, 2022, the Parties entered into an Emergency Fire Assistance MOU which, after written amendments extending the term, expires February 15, 2022 (“January 2022 MOU”) and the subsequent Memorandum of Understanding for these services expires on December 31, 2023.
- F. The Parties do not desire for Aberdeen to assume responsibility for fire services within the City of Cosmopolis. However, the Parties acknowledge that, should Cosmopolis find itself without an operational fire department, in the case of an emergency within the City of Cosmopolis, Aberdeen would likely respond in order to protect public safety. The Parties wish to memorialize their understanding, should that occur.

AGREEMENT

The Parties agree as follows:

- 1. **Term and Termination.** This Agreement shall be effective on January 1, 2023, as ratified by each Party’s City Council, and shall terminate on June 30, 2023, unless otherwise terminated earlier. It may be terminated without cause with three (3) days written notice. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination. Extension of this MOU may be authorized by written agreement by the mayors of both cities.
- 2. **Services.** On request by Cosmopolis, at the sole discretion of Aberdeen, Aberdeen may, in addition to the established emergency medical service response and transport

agreement, provide emergency fire equipment and personnel to emergencies within the City of Cosmopolis. Such emergencies may include but are not limited to: structure fires, fire alarm system sprinkler activations, residential fire alarm and carbon monoxide detector activations, and Hazardous Material incidents. Under this MOU, Aberdeen will not provide primary response to the following: unknown if injury motor vehicle accidents within the jurisdictional boundaries of the Cosmopolis Fire Department to include HWY 101 South as well as the Blue Slough Road.

3. **Reimbursement and Payment.** Within 30 days of any fire services provided under this MOU, Aberdeen shall provide Cosmopolis with an invoice for any costs and expenses incurred. Cosmopolis shall reimburse Aberdeen within 30 days of receipt of said invoice.
 - a. **Fire Protection:** The Parties agree that reimbursement for all fire services will be allocated to Aberdeen pursuant to the 2022 Washington State Wage & Equipment Rate Guide, or any amendments thereto. The Washington State Wage & Equipment Rate Guide shall serve as a temporary guide until a permanent Fire Protection contract can be adopted by both parties.
 - b. **Emergency Medical Services:** Cosmopolis shall pay a monthly availability charge of twenty-seven dollars and ninety-six cents (\$27.96) for each non-exempt utility user classification. Cosmopolis shall provide documentation showing the number of utility users within its jurisdiction within 5 days of the commencement of this Agreement and then by October 1st of each year for the following year.
4. **Prior Agreements.** This Agreement supersedes the January 2022 MOU. This Agreement, while in effect, to the extent it conflicts with the EMS Agreement, supersedes the EMS Agreement.
5. **No Obligation Under This Agreement.** 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. **Availability.** The Parties agree that the mutual aid extended under this MOU are to be available and furnished provided that such mutual aid does not compromise Aberdeen's ability or capacity to respond to calls for service within its own jurisdiction. When a request for assistance is received, the Aberdeen will promptly advise of the extent of response, and provide whatever personnel, equipment, and facilities are available without jeopardizing the safety of persons or property within Aberdeen. Aberdeen, upon receiving a request for assistance, shall not be obligated to provide assistance or incur any liability for not complying with the request.

- 7. **Requests for Emergency Assistance.** Requests for assistance under this MOU shall be directed to the designated contact person provided by the Parties. Cosmopolis shall provide as much notice as practicable. The extent of Aberdeen’s emergency assistance shall be at Aberdeen’s sole discretion. In the event an emergency impacts a large geographical area that activates either federal or state emergency laws, this MOU shall remain in effect until or unless this MOU conflicts with such state or federal laws.

- 8. **Relationship of Parties.** No agent, employee, servant or representative of either party shall be deemed to be an employee, agent, servant or representative of the other Party for any purpose. Aberdeen is acting hereunder as an independent contractor, with the intended following results:
 - a. All persons rendering service hereunder shall be for all purposes employees of Aberdeen, although they may from time to time act for the benefit of Cosmopolis.
 - b. Control of personnel standards, employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Aberdeen.
 - c. All liabilities for salaries, wages, other compensation benefits, injury, sickness, or retirement system contributions shall be provided by Aberdeen.

- 9. **Modification.** This MOU is intended to express the entire agreement of the Parties, and may not be altered or modified in any way unless such modification is reduced to writing, signed by both Parties, and affixed to this original MOU. Such modification may be authorized by the mayor of each city.

- 10. **Insurance.** Cosmopolis shall maintain insurance for all fire services throughout the term of this MOU.

- 11. **Indemnification and Hold Harmless.** Cosmopolis shall defend, indemnify and hold Aberdeen, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of Aberdeen.

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 Cosmopolis and Aberdeen, its officers, officials, employees, and volunteers, Aberdeen’s liability hereunder shall be only to the extent of Aberdeen’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties’ 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 MOU.

- 11. **Severability.** If any provision of this MOU or its application is held invalid, the remainder of this MOU or the application of the remainder of this MOU shall not be affected.
- 12. **Entire Agreement -- Modification.** This MOU represents the entire agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this MOU shall be binding on any of the Parties unless executed in writing by authorized representatives of all of the Parties. This MOU shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties.
- 13. **Benefits.** This MOU is entered into for the benefit of the Parties to this MOU only and shall confer no benefits, direct or implied, on any third persons.

CITY OF ABERDEEN

CITY OF COSMOPOLIS

By _____

By _____

Date _____

Date _____