



**MEETING MINUTES FOR WORKSHOP,  
REGULAR COUNCIL MEETING  
AND PUBLIC HEARING FOR 2025 BUDGET**

**Fire Hall - 111 D Street  
December 4<sup>th</sup>, 2024, at 6:00 PM**

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**WORKSHOP**

Jeff Johnson Interim Director of Aberdeen Food Bank gave his presentation.

Monika Kuhnau with Harbor Architects gave her presentation on the New Municipal Building. Along with Clerk Kerry Barr on financials regarding the building.

**FLAG SALUTE - PLEDGE OF ALLEGIANCE**

**CALL TO ORDER - ROLL CALL**

Mayor pro tem Skinner calls the meeting to order, and Clerk Barr takes Roll Call.

PRESENT: Councilmember Kim Skinner, Councilmember Jeremy Winn, Councilmember Justin Spargo, Councilmember Mark Collett, Councilmember Sue Darcy.

**APPROVAL OF AGENDA**

Councilmember Spargo motioned to approve the agenda, and Councilmember Darcy seconded.

Motion passed unanimously.

**CONSENT AGENDA**

Councilmember Collett motioned to approve the consent agenda, and Councilmember Spargo seconded.

Motion passed unanimously.

**COUNCIL COMMENTS**

Councilmember Darcy comments asking Councilmembers to keep Citizen's in mind when making votes and the impact the decision may have on them.

## COMMITTEE REPORTS

**Auditing** – Councilmember Skinner reports going through vouchers with no issues.

**Finance** – No report.

**Parks** – No report.

**Public Safety** – No report, meeting is next week.

**Public Works** – No report, meeting is next week.

## CITY OFFICIAL REPORTS

**Clerk/Treasurer** – Clerk Barr reports everything is in to the State Auditor’s office that was requested, and we should have the final report soon.

**Police Chief Report** – Working on agreements for Flock Safety that was previously talked about. They are still accepting applications for the Citizens Academy.

**Fire Chief Report** – Chief Falley was not present, no report.

**Building Inspector** – Bill Sidor continues to work on the Fee Schedule, adding relevant figures for 2024.

## MAYOR'S REPORT

Mayor Springer was unable to attend, No report.

## NEW BUSINESS DISCUSSION

1. Public Hearing for 2025 Budget. Tara Dunford made one correction on document since last meeting regarding EMS fees. No public comments.
2. Tara Dunford had no comments for Ordinance 1396 for the 2025 Budget.
3. Tara Dunford comments no changes have been made to this since the first reading of Ordinance 1397 for the 2024 Budget Amendment. Councilmember Winn asks the approximate number of EMS fee changes. Councilmember Darcy asked if they had found the starting amount of the Makarenko Park fund, Tara answered \$320,500. Councilmember Winn followed up on the Local Improvement fund, Clerk Barr says Mayor Springer is waiting on a response from the Arbitrage Attorney.

4. Councilmember Spargo informs citizens about this Interlocal agreement with Grays Harbor County for Public Works help. Councilmember Darcy reminds us that this is at no cost to the city until we need their help.
5. Clerk Barr opens for comments or discussion on the Lemay annual rate adjustment with no further comments.
6. Clerk Barr presents the CIAW City insurance Premium Finance Agreement. Councilmember Winn asks about the change in price from last year to this year and what the reason for this is, Clerk Barr informs him on changes to the deductibles. Councilmember Winn asks if there are better options for the city on insurances, to which Clerk Barr says this is something to investigate. There was continued conversation on this topic.

**PUBLIC COMMENTS – No comments.**

**NEW BUSINESS – COUNCIL ACTION**

1. Councilmember Spargo motioned to move on *Ordinance 1396 for 2025 Budget*, Councilmember Darcy seconded.

Councilmember Skinner took roll call vote:

Councilmember Winn – Yea  
Councilmember Spargo – Yea  
Councilmember Collett – Yea  
Councilmember Darcy – Yea  
Councilmember Skinner – Yea

Motion passed unanimously.

2. Councilmember Skinner motioned to approve *Ordinance 1397 for 2024 Budget Amendment*, Councilmember Collett seconded.

Councilmember Skinner took roll call vote:

Councilmember Winn – Yea  
Councilmember Spargo – Yea  
Councilmember Collett – Yea  
Councilmember Darcy – Yea  
Councilmember Skinner – Yea

Motion passed unanimously.

3. Councilmember Collett motioned to approve Interlocal Agreement renewal with Grays Harbor County Public Works, Councilmember Winn seconded.

Motion passed unanimously.

4. Councilmember Skinner motioned to approve Lemay Annual Rate Adjustment; Councilmember Spargo seconded. Councilmember Spargo also mentions he would be willing to work together for the next contract with Lemay.

Motion passed unanimously.

5. Councilmember Spargo motioned to approve the CIAW City Insurance Premium Finance Agreement, Councilmember Collett Seconded. Councilmember Spargo asked Clerk Barr if we will be looking into new options for next year.

Motion passed unanimously.

**PUBLIC COMMENTS – No comments.**

**COUNCIL COMMENTS** – Councilmember Winn gives thanks to Chief Falley and the Firefighters for getting the lights on the tree in preparation for the Tree Lighting ceremony. He also gave thanks to Mayor Springer and Michelle Fogus. Councilmember Spargo reminds citizens that they will be having the Tree Lighting Ceremony at 4:30 this Sunday the 8<sup>th</sup>. Councilmember Skinner informs Citizens of the different happenings coming up this month.

Councilmember Spargo motioned to Adjourn; Councilmember Collett seconded the motion. Meeting adjourned at 7:37 PM

**CITY OF COSMOPOLIS**

**ORDINANCE NO. 1392**

AN ORDINANCE PERTAINING TO THE ADOPTION OF 2021 INTERNATIONAL AND UNIFORM BUILDING CODES, AMENDING SECTION 14.04.005; AND REPEALING SECTION 14.12.010 TO THE COSMOPOLIS MUNICIPAL CODE.

BE IT ORDAINED by the City Council of Cosmopolis as follows:

**SECTION 1.** Section 14.04.005 of the Cosmopolis Municipal Code is hereby amended, to read as follows:

**14.04.005 – Adoption of International and Uniform Codes.**

The City of Cosmopolis hereby adopts by reference the following International and Uniform Building Codes:

- (1) ~~2012~~ 2021 International Building Code except Chapters 13, 27, 28 and 29, and except Appendices A, B, ~~C, D, E, H,~~ and J, K, L, and M.
- (2) ~~2012~~ 2021 International Residential Code except I, J, and L Chapters 11 through 43 and except Appendices AB, AC, AF, AG, AL, AN, AP and AV.
- (3) ~~2012~~ 2021 International Mechanical Code except Appendix Appendices B and C.
- (4) ~~2012~~ 2021 International Fire Code ~~except Appendices A and J.~~
- (5) ~~2012~~ 2022 Uniform Plumbing Code Standards except as provided by state law.
- (6) ~~2012~~ 2021 International Fuel Gas Code except Appendix E.
- (7) ~~2012~~ 2021 International Property Maintenance Code.
- (8) ~~2012~~ 2021 International Existing Building Code.
- (9) ~~2012~~ 2021 International Performance Code.
- (10) ~~2012~~ 2021 International Swimming and Spa Code.
- (11) ~~2012~~ 2021 International Energy Conservation Code as amended by state law.

**SECTION 2** Section 14.12.010 of the Cosmopolis Municipal Code is hereby repealed.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Linda Springer, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Kerry Barr, Clerk Treasurer

Date: \_\_\_\_\_

Approved As To Form

\_\_\_\_\_  
Christopher John Coker, City Attorney

Published: \_\_\_\_\_

## AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into by and between GRAYS HARBOR COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the CITY OF \_\_\_\_\_, a municipal corporation of the State of Washington (hereinafter referred to as "City"), each a "Party," and together referred to as "Parties."

WHEREAS, County has established a Comprehensive Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington and Chapter 118-30 of the Washington Administrative Code; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County and City share and coordinate services in the event of an emergency situation; NOW THEREFORE,

### IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.

2. Term. This agreement shall be effective on January 1, 2025 and shall continue for successive annual terms until either party gives to the other party one hundred eighty (180) days written notice of termination prior to the end of the calendar year. If notice is provided in accordance with the agreement, the agreement shall terminate at the end of that calendar year.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Emergency management" or "comprehensive emergency management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress. However, "emergency management" or "comprehensive emergency management" does not mean preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.

B. "Emergency or disaster" as used in all sections of Chapter 38.52 RCW, except RCW 38.52.430, means an event or set of circumstances which: (i) Demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences; or (ii) reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010.

4. Services. The Parties acknowledge and understand that this Agreement is for services only, and shall not constitute a joint emergency management organization as described in RCW 38.52.070.

The COUNTY shall, and as required by Chapter 38.52 RCW, perform and coordinate the applicable services for emergency management, the Grays Harbor County Comprehensive Emergency Management Plan (CEMP), as adopted and approved by resolution of the Grays Harbor County Board of Commissioners, and Appendix "A" of this document to meet the Emergency Management functions for the CITY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

The CITY shall, and as required by Chapter 38.52 RCW, participate, perform and coordinate the applicable services for emergency management with the County, the adopted and approved Grays Harbor County Comprehensive Emergency Management Plan (CEMP) and Appendix "B" of this document to meet the Emergency Management functions to the COUNTY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

5. Independent Contractor. The County shall not be considered an agent, employee, or servant of the City while performing its duties under this Agreement. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specification set out in this Agreement. The City shall only have the right to ensure performance under the terms of this Agreement.

6. Compensation. The City agrees to compensate the County for emergency management expenses as detailed in the Emergency Management Budget Cost Share analysis. This analysis is developed annually by Grays Harbor County Emergency Management (GHCEM). The City will receive the analysis from GHCEM by June 30th of the year preceding the payment year. The Emergency Management Budget Cost Share analysis for the current fiscal year will be attached as Appendix "C" and will replace any previous analyses.

The County will invoice the City for the amount as scheduled in the Emergency Management Budget Cost Share each year by April 30. The City will pay the County the invoiced amount no later than 45 days after receipt of the invoice.

The cost share analysis is established by reviewing the GHCEM budget and removing the direct costs associated with the on-going permanent costs of the office. Direct costs are paid 100 percent by the County. Pass through grant costs are removed from the analysis. The shared costs are expenses incurred by the County related the deliverables in this agreement.

The formula for the distribution of costs shall be calculated utilizing the following formula and with the values from the following sources.

Percent = %

Assessed Value = AV

(#) = reference in Appendix C Spreadsheet



(1) City Population / Total Population of the Grays Harbor County = City % of Population

(2) City AV / Total AV of Grays Harbor County = City % of AV

(3) City % of Population + City % of AV / 2 = Combined % of Cost Share for City

(4) Combined % of Cost Share for City x (5) Projected Shared Expense = City % of Shared Expenses for Collection in Next Year

The Population data shall be sourced from WA OFM Report for Population Estimates. The assessed values are established from utilizing each of the city's certified Real and Personal Assessed Value as detailed and published in the Grays Harbor County Assessor's Annual *Assessed Valuations and Levy Rates* document. The County value derives from the certified assessed value for the Road District Assessment.

The combined percentages of the total shared costs are then calculated, with Cities sharing responsibility for the shared expenses in proportion to their respective populations and assessed values.

7. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

If to Grays Harbor County:	If to City of _____:
Grays Harbor County Department of Emergency Management Director	City of _____ Mayor
310 West Spruce Ave Montesano, WA 98563	(Street Address) (City), WA (Zip code)

8. Renewal. This agreement shall automatically renew on January 1 of each calendar year unless notice is provided in accordance with Section 2 - Term. If notice is timely received, then the agreement will terminate in accordance with the provisions of the agreement.

9. Indemnification. Each party shall be responsible in tort for the actions of its own employees, officers, volunteers and agents in the performance of all acts under this Agreement. Each party agrees to defend, indemnify and hold harmless the other from liability for any claim, demand or suit arising out of or in connection with said party's sole negligence. To the extent that the acts of both parties contributed to the loss of a third party in the performance of this Agreement, then each such negligent party shall be responsible for its own proportionate share of such loss. Each party shall notify the other party of the existence of any claim, demand or suit arising out of or in connection with said party's performance under this Agreement.

10. Insurance. Each party certifies to the other that it is a member of an appropriate government risk pool, through which it is covered for the acts or its employees, officers, volunteers or agents in connection with or incidental to its performance of all acts under this Agreement. Each party certifies to the other that the coverage limits under its risk pool coverage exceed the limits reasonably necessary for the performance of this Agreement, and will provide coverage for all acts for which the party is found to be legally liable.

11. General. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

12. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070/080, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in Chapter 38.52 RCW,

13. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

GRAYS HARBOR COUNTY  
BOARD OF COMMISSIONER

CITY OF \_\_\_\_\_

\_\_\_\_\_  
KEVIN PINE, Chair

\_\_\_\_\_  
(NAME), Mayor

\_\_\_\_\_  
JILL WARNE, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
VICKIE L. RAINES, Commissioner

Approved as to Form:

ATTEST: \_\_\_\_\_  
Wendy Chatham, Clerk

City Attorney

(Date)

## **Appendix A**

### **Emergency Management Services – Deliverables to City**

#### **Preparedness and Prevention Support**

- Maintain the Grays Harbor County Comprehensive Emergency Management Plan (CEMP)
- Provide guidance, training, and tools in adoption of the GH County CEMP as the agencies base CEMP
- Support the local agency in developing CEMP Annex to the Grays Harbor CEMP.
- Provide guidance, training, and tools in development of Continuity of Operations Plan (COOP) and Continuity of Government Plan (COG) for individual agencies
- Provide emergency management overview and training as needed for leaders, elected officials and agency liaisons. Coordinate and support training opportunities for identified agency needs related to emergency management and NIMS.
- Provide outreach at community events
- Prepare and submit annual emergency management program report to Washington State Emergency Management Division (from deliverable report from the local agency on activities not related to this program).
- Manage emergency worker volunteer program in accordance with WAC 118-04.

#### **Mitigation Support**

- Facilitate Hazard Mitigation Plan coordination, development, and review
- Provide guidance, training, and tools in development of a Threat Hazard Identification Risk Assessment (THIRA) and County Emergency Preparedness Review (CEPR); and subsequent regular reviews

#### **Response Support**

- Provide access to and support from our 24-hour Duty Officer
- Activate and manage the Grays Harbor County Emergency Operations Center (EOC) as necessary or in support of activations either by plan or agency request.
- Support coordination of multi-agency response to emergency incident(s)
- Provide alert, warning, and emergency public information (methods include, Grays Harbor County Alerts, EAS, WEA, NWEMA, AHAB Warning System, social media, and traditional media)
- Provide and/or coordinate a Public Information Officer and Joint Information System to support local agency for crisis communications related to an incident(s) or emergency
- Facilitate and coordinate Multi-Agency Coordination Group for multi-jurisdictional incidents, emergencies or impacts resulting there from.
- Establish and maintain situational awareness
- Provide logistical support, as required

#### **Recovery Support**

- Facilitate and collect (as needed) disaster damage assessments for individuals and businesses
- Provide communication and assistance (as needed) for Public Assistance programs in the event of declared disaster (agencies are responsible for submission unless specifically contracted to GHCEM)
- Coordinate and support recovery efforts as needed

## **Appendix B**

### **Emergency Management Services – Deliverables to County**

- The City will, in accordance with 38.52.070, appoint a director for their Emergency Management organization who will serve as the point of contact to the GHCDEM.
- The City will designate a representative to the Emergency Management Planning Committee and regularly attend meetings.
- The City will participate in the development and maintenance of plans defined within the agreement.
- The City will identify a primary and alternate point of contact for each planning effort to facilitate in the development of comprehensive emergency management plan, hazard mitigation plan and other plans as applicable.
- Provides and conducts, in conjunction with the County, an assessment identifying the potential hazards and vulnerabilities specific to the city.
- The City will participate and coordinate with the County during response activities, providing up to date information as it becomes available to maintain situational awareness of emergencies.
- The City will provide a representative or liaison(s), as required during emergencies, to the Grays Harbor EOC or Multi-Agency Coordinating Group to coordinate response and recovery activities.
- The City will coordinate and identify any potential volunteers with the County to insure they are covered by the Washington State Emergency Workers Program.
- The City acknowledges that using volunteer (as groups or individuals) for activities outside the scope of their intended purpose and/or training places them outside the scope of RCW 38.52.180, Chapter 118-04 WAC and the agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers program; therefore, if the City desires to expand the use of volunteers beyond the scope established by the County and this Agreement may require the City to provide coverage in accordance with L&I Industrial Insurance/Workman's Compensation regulations.
- The City will maintain compliance with NIMS for all emergency management or response activities.
- The City will manage all pass-through grants received by the City from the County in accordance with grant funding requirements.

## Appendix C Emergency Management Cost Share

*This section to be updated annually.*

### FY24 Emergency Management Budget Cost Share

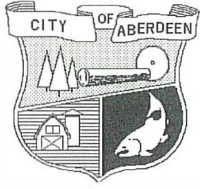
FY24 GHCEM Budget (All Expenditure Accounts)	\$567,808
FY24 Grant Fund Expenditures (Pass-Through)	-\$115,512
FY24 GHCEM Direct Costs (Non-share)	-\$212,152
<b>2024 Projected Shared Expense (5)</b>	<b>\$240,144</b>

Political Subdivision	Population**	% of County Total Population (1)	Assessed Value*	% of County Total AV (2)	Combined % (3)	Collection In 2025 (4)
Grays Harbor County***	29,370	38.14%	\$5,072,253,146	40.13%	39.14%	\$93,988
Aberdeen	17,080	22.18%	\$1,753,442,437	13.87%	18.03%	\$43,292
Cosmopolis	1,670	2.17%	\$216,967,042	1.72%	1.94%	\$4,665
Elma	3,480	4.52%	\$531,743,524	4.21%	4.36%	\$10,479
Hoquiam	8,795	11.42%	\$793,452,387	6.28%	8.85%	\$21,253
McCleary	2,120	2.75%	\$264,814,814	2.10%	2.42%	\$5,822
Montesano	4,090	5.31%	\$610,344,704	4.83%	5.07%	\$12,177
Oakville	720	0.94%	\$69,924,963	0.55%	0.74%	\$1,787
Ocean Shores	7,380	9.58%	\$2,755,206,426	21.80%	15.69%	\$37,684
Westport	2,295	2.98%	\$570,152,980	4.51%	3.75%	\$8,996
<b>TOTAL</b>	<b>77,000</b>	<b>100.00%</b>	<b>\$12,638,302,423</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$240,144</b>

\* Assessed Values are based on 2023 Levy for Collection in 2024 (<https://cms5.revize.com/revize/graysharborcounty/2022%20for%202023%20Tax.pdf>)

\*\* From the WA State Office of Financial Management Report for 2023: <http://www.ofm.wa.gov/pop/april1/default.asp>

\*\*\* County AV Based on unicorporated values (Road District Assessment)



**2025 AGREEMENT**  
**EMERGENCY MEDICAL SERVICES**  
**between**  
**CITY OF ABERDEEN**  
**and**  
**CITY OF COSMOPOLIS**

**THIS AGREEMENT** is between the City of Aberdeen for its Fire Department (“Aberdeen”), a Washington municipal corporation, and the City of Cosmopolis (“Cosmopolis), a Washington municipal corporation.

Cosmopolis hereby retains Aberdeen provide the services described below, specifically advanced emergency medical services. Any inconsistency between this Agreement and the Scope of Work will be resolved in favor of this Agreement. Aberdeen will perform the Work according to the terms and conditions of this Agreement.

**TERMS AND CONDITIONS:**

**1. Scope of Work - Emergency Medical Services.**

**1.1 Respond to emergency medical calls.** Aberdeen agrees to respond to emergency medical calls within the city limits of Cosmopolis. Aberdeen shall perform all necessary services in regard to responding to any such call.

**1.2 Prior right for service.** The services provided by Aberdeen shall be subject to the prior right of Aberdeen to the use of any and all EMS personnel and equipment for the purpose of responding to EMS calls within the corporate limits of Aberdeen and its other service areas.

**1.3 Level of Response.** The officer in charge of the fire department, or any unit thereof, shall exercise his/her judgment, from the information received, as to the amount and type of equipment which may be needed in Cosmopolis at the time information is received, that a medical emergency exists in said areas, the appropriate Aberdeen equipment needed to respond, and the amount and type of equipment which may be spared from Aberdeen at the time.

**1.3.1** Aberdeen will initially stand-by for public/lift assistance, unknown if injury motor vehicle accidents, and unknown if injury or medical issue type calls. Aberdeen will respond if an injury or illness is found to have occurred. Aberdeen may choose to initially respond to these incidents based on dispatch information.

**1.4 Discretion.** Aberdeen's determination of available resources and appropriate level of response are entirely within its sole discretion and no action or inaction on the part of such commanding officer of the fire department, or any unit thereof, shall create any liability against Aberdeen or such individual.

**2. Compensation.**

**2.1 Base Compensation.** Cosmopolis shall pay a monthly availability charge equal to eighty percent (80%) of the City of Aberdeen's monthly EMS availability fee 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.

**2.1.1 Availability fee changes.** In the event that Aberdeen increases or decreases the EMS availability fee, Aberdeen will notify Cosmopolis in writing of the change with a minimum of 30 days notice.

**2.2 Additional compensation - patient transportation.** In addition to the emergency medical response described above, in the event of transportation of individual EMS patients by Aberdeen, Aberdeen may charge Cosmopolis at the current rates adopted by the Aberdeen City Council.

**2.3 Invoices and due dates.** Aberdeen will invoice Cosmopolis the monthly EMS availability fee on or about the first day of each month, and those invoices are payable within 30 days of receipt of the invoice.

**3. Term.** The term of this agreement will be January 1, 2025 through December 31, 2025, unless sooner terminated as provided in this Agreement.

**3.1 Termination for Cause.** This agreement may be terminated for cause for violation of any material term of this agreement. Any violation of the other provisions of this Contract must be corrected. Written notice of contract violation will be provided to the offending party who will have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause. In lieu of terminating this contract, the parties may agree in writing to alternative corrective measures.

**3.2 Termination on Mutual Agreement.** The parties may agree in writing to terminate this contract at any time.

**3.3 Termination for Convenience.** Either party may terminate this contract with ninety (90) days written notice.

- 3.4 **Effect of Termination.** Termination does not affect amounts earned up to the effective date of termination.
4. **Nondiscrimination.** Neither the Consultant nor any person acting on behalf of the Consultant will not by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this agreement.
5. **Indemnification.** The parties will indemnify each other against actions, liabilities, loss, damages and expenses resulting from injury or death of any person or loss of or damage to any tangible real or tangible personal property to the extent that such injury, death, loss or damage is proximately caused by the indemnifying party's negligent act or omission or intentional misconduct or that of its agents, employees or subcontractors in connection with the performance of its obligations under this Agreement, provided that the indemnifying party has been notified in writing as soon as practicable of any such claim.
- 5.1 **No third party beneficiaries.** It is expressly understood and agreed that neither Aberdeen nor any of its officers, agents or employees shall be liable in damages to Cosmopolis or to any resident thereof or property owner therein or to any third party for failure in the performance of this agreement in any respect.
- 5.2 **Workers Compensation Limited Waiver of Immunity.** It is specifically understood that the indemnification provided constitutes the waiver of the parties' waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause will survive the termination or expiration of this agreement and will continue to be in effect for any claims or causes of action arising at any time.
6. **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.



7. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the authorized representatives of the parties as identified in Section 10 of this Agreement.
8. **Independent Contractor.** Nothing in this Agreement shall construe Aberdeen or any of its employees or agents to be the employees, agents, or representatives of Cosmopolis. Aberdeen shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein.
10. **Written Notice.** All communications regarding this Agreement will be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice will become effective as of the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address specified in writing:

***CITY OF ABERDEEN***

200 East Market Street  
Aberdeen, WA 98520  
Attn: Fire Chief  
Tel: (360) 537-3262

***CITY OF COSMOPOLIS***

PO Box 2007  
Cosmopolis, WA 98537  
Attn: Mayor  
Tel: (360) 532-9230

11. **Nonwaiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances will not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same will be and remain in full force and effect.
12. **Attorney's Fees, Governing Law and Venue.** In the event of any litigation arising out of this Agreement, the prevailing party will be reimbursed for reasonable attorneys' fees from the other party. This Agreement will be governed by and construed in accordance with the laws of the state of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement will be in Grays Harbor County Superior Court.
13. **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.

14. **Entire Agreement.** This Agreement is the complete expression of the terms of 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.

**THE PARTIES** have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF ABERDEEN**

**CITY OF COSMOPOLIS**

\_\_\_\_\_  
Douglas Orr, Mayor

\_\_\_\_\_  
Linda Springer, Mayor

*Attest:*

*Attest:*

\_\_\_\_\_

\_\_\_\_\_

City Clerk

**Memorandum of Agreement Between**

**IAM District Lodge W24**

**Local Lodge W130**

**And**

**City of Cosmopolis, WA**

The Parties hereby enter into an extension of the current Collective Bargaining Agreement. This extension agreement will include changing Article 22.1, which is the City's current Health Care Plan over to the Nelson Trust Health Care Plan effective January 1, 2025. The Parties agree the wages in Appendix B.1, Salary Schedules, Patrol Officers & Records Clerk, are continued at the 2023 rate, until the expiration of this agreement. Nothing in this agreement shall stop the City from negotiating wage increases during the term of this agreement if the City is financially able to do so. This agreement shall expire December 31, 2025. All other terms and conditions of the current Collective Bargaining Agreement shall remain in effect.

Agreed to and signed on the \_\_\_\_ day of December, 2024.

For the Union

For the City of Cosmopolis, WA

\_\_\_\_\_

Jeff Wagner, IAMAW Representative

\_\_\_\_\_

Linda Springer, City Mayor

\_\_\_\_\_

Jason Williams, LL President

\_\_\_\_\_

Kerry Barr, City Clerk Treasurer

**Current 2024 AWS Benefits per Pay Period**

	Med	Dental	Vision	LTD	Life	Total
CA	\$ 453.91	\$ 26.91	\$ 4.77	\$ 16.60	\$ 3.00	\$ 505.19
NB	\$ 1,323.49	\$ 80.71	\$ 14.29	\$ 10.67	\$ 3.00	\$ 1,432.16
KB	\$ 453.91	\$ 26.91	\$ 4.77	\$ 12.73	\$ 3.00	\$ 501.32
TD	\$ 679.38	\$ 51.10	\$ 9.53	\$ 12.02	\$ 3.00	\$ 755.03
HL	\$ 661.75					\$ 661.75
JM	\$ 1,323.49	\$ 80.71	\$ 14.29	\$ 8.30	\$ 3.00	\$ 1,429.79
<b>TOTAL</b>	<b>\$ 4,895.93</b>	<b>\$ 266.34</b>	<b>\$ 47.65</b>	<b>\$ 60.32</b>	<b>\$ 15.00</b>	<b>\$ 5,285.24</b>

**Per Year**

<b>Monthly</b>	<b>\$ 9,791.86</b>	<b>\$ 532.68</b>	<b>\$ 95.30</b>	<b>\$ 120.64</b>	<b>\$ 30.00</b>	<b>\$ 10,570.48</b>
						<b>\$ 11,627.53</b>

\$ 126,845.76

\$ 139,530.34 Assume a 10% increase to AWC for 2025

**Nelson Trust Flat rate**

CA	1358.72
NB	1358.72
KB	679.36 Taking Stipend
TD	1358.72
HL	679.36 Taking Stipend
JM	1358.72

**TOTAL Per**

<b>Month</b>	<b>\$ 6,793.60</b>
<b>Per year</b>	<b>\$ 81,523.20</b>

**Current Monthly**

**Current Annual Difference**

\$10,570.48-

\$126,845.76-

\$6,793.60 \$ 4,833.93

\$81,523.20 \$ 45,322.56

**Assume AWS 10% increase for 2025**

\$11,627.53-

\$139,530.34-

\$6,793.60 \$ 4,833.93

\$81,523.20 \$ 58,007.14

**The Nelson Trust: Active & Pre-Medicare Retiree Participant Plan**


Coverage for: Individual or Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

**This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-809-9250 (TTY: 711) or visit us at [www.premera.com](http://www.premera.com). For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-809-9250 (TTY: 711) to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$900 Individual / \$1,800 Family.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Does not apply to <u>Preventive care</u> , <u>copayments</u> , <u>prescription drugs</u> , and services listed below as "No charge"	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	<b>Medical In-network:</b> \$3,600 Individual / \$7,200 Family <b>Medical Out-of-network:</b> \$4,500 Individual / \$9,000 Family <b>Pharmacy:</b> \$2,600 Individual / \$5,200 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premium</u> , <u>balance-billed</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://www.premera.com">www.premera.com</a> or call 1-800-809-9250 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		<u>Network Provider</u> (You will pay the least)	<u>Out-of-Network Provider</u> (You will pay the most)	
If you visit a health care <u>provider's office</u> or clinic	Primary care visit to treat an injury or illness	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Specialist visit</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No charge	Preventive care/screening: 40% <u>coinsurance</u> Immunization: No charge	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services you need are preventive. Then check what your <u>plan</u> will <u>pay</u> for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Prior authorization</u> is recommended for some outpatient imaging tests. Penalty for out-of-network: no penalty.
If you need drugs to treat your illness or condition  More information about <b>prescription drug coverage</b> is available at:  <a href="http://www.medimpact.com">www.medimpact.com</a> or 877-606-0728	Generic drugs	Retail: \$10 Rx <u>copay</u> Mail: \$20 Rx <u>copay</u>	Not covered	Covers up to a 90-day supply (retail and mail). No charge for specific preventive drugs. <u>Prior authorization</u> is recommended for some drugs.
	Preferred brand drugs	30% <u>coinsurance</u> with Retail: \$30 minimum and up to \$60 maximum Mail: \$75 minimum and up to \$150 maximum	Not covered	Covers up to a 90 day supply (retail and mail). No charge for specific preventive drugs. <u>Prior authorization</u> is recommended for some drugs.
	Non-preferred brand drugs	50% <u>coinsurance</u> with Retail: \$50 minimum and up to \$100 maximum Mail: \$125 minimum and up to \$250 maximum	Not covered	Covers up to a 90-day supply (retail and mail). No charge for specific preventive drugs. <u>Prior authorization</u> is recommended for some drugs.
	<u>Specialty drugs</u>	Retail: Not covered Mail: 20% <u>coinsurance</u> up to \$100 maximum	Not covered	Covers up to a 30-day supply. Only covered at specific contracted specialty pharmacies. <u>Prior authorization</u> is recommended for some drugs.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		<u>Network Provider</u> (You will pay the least)	<u>Out-of-Network Provider</u> (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Prior authorization</u> recommended for some services. Penalty for out-of-network: no penalty.
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$150 <u>copay/visit</u> + 20% <u>coinsurance</u>	\$150 <u>copay/visit</u> + 20% <u>coinsurance</u>	Emergency room <u>copay</u> waived if admitted to hospital.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	<u>Urgent care</u>	Hospital-based: \$150 <u>copay/visit</u> + 20% <u>coinsurance</u> Freestanding center: 20% <u>coinsurance</u>	Hospital-based: \$150 <u>copay/visit</u> + 20% <u>coinsurance</u> Freestanding center: 40% <u>coinsurance</u>	Note: A freestanding center is a non-hospital based diagnostic center, surgical center, or a physician's office.
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Prior authorization</u> is recommended for all planned inpatient stays. Penalty for out-of-network: no penalty.
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Inpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Prior authorization</u> is recommended for all planned inpatient stays. Penalty for out-of-network: no penalty.
If you are pregnant	Office visits	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (such as, ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (such as, ultrasound).

	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (such as, ultrasound).
<b>If you need help recovering or have other special health needs</b>	<u>Home health care</u>	No charge	40% <u>coinsurance</u>	Limited to 130 visits per calendar year
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Includes physical therapy, speech therapy, and occupational therapy. <u>Prior authorization</u> recommended for all planned inpatient stays. Penalty for out-of-network: no penalty.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Includes physical therapy, speech therapy, and occupational therapy. <u>Prior authorization</u> recommended for all planned inpatient stays. Penalty for out-of-network: no penalty.
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Limited to 120 days per calendar year. <u>Prior authorization</u> recommended for all planned inpatient stays. Penalty for out-of-network: no penalty.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Prior authorization</u> recommended to buy some medical equipment. Penalty for out-of-network: no penalty.
	<u>Hospice services</u>	No charge	40% <u>coinsurance</u>	Limited to 240 respite hours, limited to 12 inpatient days – 6 month overall lifetime benefit limit, except when approved otherwise.
<b>If your child needs dental or eye care</b>	Children's eye exam	No charge	\$45 plan reimbursement	Provided by Vision Service Plan (VSP)
	Children's glasses	\$25 copay	\$45 to \$85 reimbursement	Provided by Vision Service Plan (VSP)
	Children's dental check-up	No charge	No charge	Provided by Delta Dental Plan of Oregon



## Excluded Services & Other Covered Services:

### Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Hearing aids
- Infertility treatment
- Long-term care
- Private-duty nursing
- Weight loss programs

### Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care or other spinal manipulations
- Foot care
- Non-emergency care when traveling outside the U.S.

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: for ERISA plans, contact the Department of Labor's Employee Benefit's Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). For governmental plans, contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). For church plans and all other plans, call 1-800-562-6900 for the state insurance department, or the insurer at 1-800-809-9250 or TTY: 711. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: your plan at 1-800-809-9250 or TTY: 711, or the state insurance department at 1-800-562-6900, or Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

**Does this plan provide Minimum Essential Coverage? Yes.**

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

**Does this plan meet the Minimum Value Standards? Yes.**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

## Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-722-1471.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-722-1471.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-800-722-1471.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-722-1471.

\_\_\_\_\_ To see examples of how this plan might cover costs for a sample medical situation, see the next section. \_\_\_\_\_

**About these Coverage Examples:**



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$900
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

**This EXAMPLE event includes services like:**

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

**Total Example Cost** \$12,700

**In this example, Peg would pay:**

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$900
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$2,300
<i>What isn't covered</i>	
Limits or exclusions	\$70
<b>The total Peg would pay is</b>	<b>\$3,270</b>

**Managing Joe's type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$900
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

**This EXAMPLE event includes services like:**

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

**Total Example Cost** \$5,600

**In this example, Joe would pay:**

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$900
<u>Copayments</u>	\$100
<u>Coinsurance</u>	\$1,200
<i>What isn't covered</i>	
Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$2,220</b>

**Mia's Simple Fracture**

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$900
- Specialist coinsurance 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

**This EXAMPLE event includes services like:**

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

**Total Example Cost** \$2,800

**In this example, Mia would pay:**

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$900
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$300
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$1,400</b>

**Notice of availability and nondiscrimination 800-722-1471 | TTY: 711**

Call for free language assistance services and appropriate auxiliary aids and services.

Llame para obtener servicios gratuitos de asistencia lingüística, y ayudas y servicios auxiliares apropiados.

呼吁提供免费的语言援助服务和适当的辅助设备及服务。

呼籲提供免費的語言援助服務和適當的輔助設備及服務。

Gọi cho các dịch vụ hỗ trợ ngôn ngữ miễn phí và các hỗ trợ và dịch vụ phụ trợ thích hợp.

무료 언어 지원 서비스와 적절한 보조 도구 및 서비스를 신청하십시오.

Звоните для получения бесплатных услуг по переводу и других вспомогательных средств и услуг.

Tumawag para sa mga libreng serbisyo ng tulong sa wika at angkop na mga karagdagang tulong at serbisyo.

Звертайте за безкоштовною мовною підтримкою та відповідними додатковими послугами.

សូមហៅទូរសព្ទទៅសេវាជំនួយភាសាដោយឥតគិតថ្លៃ ព្រមទាំងសេវាផ្សេងៗ និងជំនួយចាំបាច់ដែលសមរម្យផ្សេងៗ។

無料言語支援サービスと適切な補助器具及びサービスをお求めください。

ለነፃ የቋንቋ እርዳታ አገልግሎቶች እና ተገቢ ድጋፍ ሰጪ አጋዥ ማሳሪያዎችን እና አገልግሎቶችን ለማግኘት በስልክ ቁጥር

Tajaajiloota deeggarsa afaan bilisaa fi gargaarsaa fi tajaajiloota barbaachisaa ta'an argachuuf bilbilaa.

ਮੁਫਤ ਭਾਸ਼ਾ ਸਹਾਇਤਾ ਸੇਵਾਵਾਂ ਅਤੇ ਉਚਿਤ ਸਹਾਇਕ ਚੀਜ਼ਾਂ ਅਤੇ ਸੇਵਾਵਾਂ ਵਾਸਤੇ ਕਾਲ ਕਰੋ।

Formen Sie kostenlose Sprachunterstützungsdienste und geeignete Hilfsmittel und Dienstleistungen an.

ໂທເພື່ອຮັບການບໍລິການຊ່ວຍເຫຼືອອ້າງພາສາ ແລະ ການບໍລິການ ແລະ ການຊ່ວຍເຫຼືອພິເສດທີ່ເໝາະສົມແບບບໍ່ເສຍຄ່າ.

Rele pou w jwenn sévis asistans lengwistik gratis ak éd epi sévis oksilyé ki apwopriye.

Appelez pour obtenir des services gratuits d'assistance linguistique et des aides et services auxiliaires appropriés.

Zadzwoń, aby uzyskać bezpłatną pomoc językową oraz odpowiednie wsparcie i usługi pomocnicze.

Ligue para serviços gratuitos de assistência linguística e auxiliares e serviços auxiliares adequados.

Chiama per i servizi di assistenza linguistica gratuiti e per gli ausili e i servizi ausiliari appropriati.

اتصل للحصول على خدمات المساعدة اللغوية المجانية والمساعدات والخدمات المناسبة.

برای خدمات کمک زبانی رایگان و کمک‌ها و خدمات امدادی مقتضی، تماس بگیرید.

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## Resolution No 2024-04

### A RESOLUTION OF THE CITY OF COSMOPOLIS CONTINUING ITS SUPPORT FOR A BASIN-WIDE SOLUTION TO FLOODING AND AQUATIC SPECIES RESTORATION.

**WHEREAS**, the City of Cosmopolis (“Cosmopolis”) is one local government represented on the Chehalis River Basin Flood Authority (“Flood Authority”), along with Hoquiam, Aberdeen, Montesano, Oakville, Grays Harbor County, Bucoda, Thurston County, Centralia, Chehalis, Napavine, Pe Ell and Lewis County, and is regularly and negatively impacted by Chehalis River Basin flooding, the largest source of which originates from the mainstem Chehalis River above Pe Ell.

**WHEREAS**, the Flood Authority continues to foresee a future through the Chehalis Basin process where our families and communities are protected from the worst of the periodic catastrophic floods that hit our Basin and where aggressive habitat restoration projects have turned a declining fishery into a vibrant fishery.

**WHEREAS**, forecasts call for larger and more frequent catastrophic flooding due to climate change and demanding we continue pursuing strategies that will allow our communities to adapt and thrive in the face of more flooding.

**WHEREAS**, the Chehalis Basin strategy includes the Aberdeen-Hoquiam North Shore and West Segment of the North Shore levee, continued development of local flood and fish projects, a basin-wide aquatic species restoration plan, and a proposed flow through dam for flood control that will retain 62,000 acre-feet of flood water during catastrophic storms that will lower peak flood levels from Pe Ell to Cosmopolis.

**WHEREAS**, on April 21, 2020, through the State Environmental Policy Act process, the Flood Authority stated its support for the Chehalis River Basin Flood Control Zone District’s proposed Chehalis River Basin Flood Damage Reduction Project with the view that the institutional governance capacity existed in the Basin to identify and implement sufficient “technically feasible and economically practicable” mitigation as required (see “Final CRBFA Letter re DEIS 4-21-2020” in the Chehalis River Basin Flood Authority’s Local Resolutions Library below).

**WHEREAS**, on November 13, 2020, through the National Environmental Policy Act (NEPA) process, the Flood Authority again stated its support for the Chehalis River Basin Flood Control Zone District’s proposed Chehalis River Basin Flood Damage Reduction Project with the view that the District’s project, if considered at a Basin-wide scale along with other local flood damage reduction and habitat restoration measures, would substantially benefit aquatic species and people, property and livelihoods (see “CRBFA Letter Re NEPA DEIS 11-13-2020” in the Chehalis River Basin Flood Authority’s Local Resolutions Library below).

**WHEREAS**, in the NEPA Draft Environmental Impact Statement (DEIS) process the US Army Corps of Engineers reviewed 61 different alternatives for reducing catastrophic flood damage and found that only those alternatives that included a proposed water retention facility met the objective of flood damage reduction to a level sufficient to proceed to full DEIS-level analysis, a view consistently held by the Flood Authority as part of its long-standing support for balanced, Basin-wide solutions to address flooding and aquatic species restoration in the Basin.

**WHEREAS**, the WA State Department of Ecology’s Draft Environmental Impact Statement, as well the US Army Corps of Engineers’ Draft Environmental Impact Statement, show the District’s proposed Chehalis River Basin Flood Damage Reduction Project delivering significant reductions in catastrophic levels of flooding for Basin communities and providing substantial reductions in impact and flood inundation for thousands of structures, including homes, schools, churches, small businesses, state highways and I-5, provided adverse impacts, however negligible, are acceptably mitigated.

**WHEREAS**, the Chehalis River Basin Flood Control Zone District, supported by state funding through the Office of Chehalis Basin, is not pursuing a traditional fish and sediment blocking dam but is instead advancing an innovative, state-of-the-art design that will operate as a dam only briefly during catastrophic flood periods and at all other times allow fish and sediment to pass unaided through the facility.

**WHEREAS**, in advancing the design of the proposed flow through dam for flood control the Flood Control Zone District has engaged top level engineering and aquatic species enhancement expertise to address environmental concerns and produced solid answers as to how to avoid, minimize, and mitigate impacts.

**WHEREAS**, the Chehalis River Basin Flood Authority, Office of Chehalis Basin, Chehalis Basin Board, Chehalis Basin Flood Control Zone District, and Chehalis Basin Strategy together provide a well-structured governance and funding framework that has delivered much positive "flood" and "fish" benefit to the Basin since the catastrophic floods of 2007 and 2009.

**WHEREAS**, these are challenging times with financial resources and capacities stretched thin as a result of the global pandemic.

**THE CITY OF COSMOPOLIS HEREBY RESOLVES AS FOLLOWS:**

To express continued support for the proposed flow through dam for flood control and the hope it offers families and communities across the Basin for reducing the peaks of future catastrophic flooding.

**PASSED AND APPROVED** on this \_\_\_ day of \_\_\_ December 2024.

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Linda Springer, Mayor

**ATTESTED:**

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Kerry Barr, Clerk/Treasurer



**Local Resolutions Library**

[https://www.ezview.wa.gov/site/alias\\_1492/37643/local\\_resolutions.aspx](https://www.ezview.wa.gov/site/alias_1492/37643/local_resolutions.aspx)