

**MONTESANO CITY COUNCIL AGENDA**  
**October 9, 2018**

**CALL TO ORDER**

**FLAG CEREMONY**

**ROLL CALL**

**APPROVAL OF BILLS**

**APPROVAL OF MINUTES**

**PRESENTATION**

Swearing in of Lieutenant Bob Wilson  
Greater Grays Harbor – Dru Garson

**PUBLIC COMMENT**

**COMMITTEE REPORTS/FOR COUNCIL INTRODUCTION/COMMITTEE ASSIGNMENTS**

**NEW BUSINESS**

Parks Board Appointment

**OLD BUSINESS**

Fire Science Contract update – *action*

**ORDINANCES & RESOLUTIONS**

**PUBLIC COMMENT**

**COUNCIL COMMENT**

**MAYOR COMMENT**

**ADJOURN**

**Notices of the Americans with Disabilities Act and Grievance Procedures are posted on the public bulletin board in the lobby. Seating priority in Council chambers is made available to persons requiring ADA/CFR accommodations. In order to accommodate persons with physical impairments, please contact the City Clerk at least 76 hours prior to our meeting, so we may properly assist you.**

# **BILL PAYMENT INFORMATION**

# ACCOUNTS PAYABLE PAID

City Of Montesano  
 MCAG #: 0347

09/26/2018 To: 10/09/2018

Time: 10:33:15 Date: 10/05/2018  
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Accts Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
14457	10/09/2018	2018	5342	5028	BC Services Clean Crew, LLC	1,263.00	Invoice 1444
518 30 49 00	Misc. Maintenance Contract	001 000 518	General Fund		829.00		
534 81 48 00	Repairs & Maintenance	401 000 534	Current Water		204.00		
576 80 48 01	Parks Maintenance	001 000 576	General Fund		230.00		
14454	10/09/2018	2018	5343	347	City Of Montesano	597.40	8-15/9-15 Water Bills
518 50 47 00	Utilities	001 000 518	General Fund		43.55		
522 50 47 00	Fire Hall Utilities	101 000 522	Ambulance Fund		38.65		
534 80 47 00	Utilities	401 000 534	Current Water		113.60		
535 81 47 00	Utilities	401 000 535	Current Water		77.30		
576 80 47 00	Utilities	001 000 576	General Fund		156.50		
576 80 47 00	Utilities	001 000 576	General Fund		90.50		
576 80 47 00	Utilities	001 000 576	General Fund		77.30		
14460	10/09/2018	2018	5344	7717	Elson, Theodore R	216.91	Sept Mileage
557 30 32 00	Fuel Consumed	405 000 557	Forest -Water Shed		216.91		
14452	10/09/2018	2018	5345	741	Grays Harbor County Public Health	265.77	2nd QTR Liquor Excise TX
518 10 49 00	Misc. Excise Tax	001 000 518	General Fund		265.77		
14497	10/09/2018	2018	5346	6242	Grays Harbor County Sheriff Dept	1,746.44	Invoice 18-0233
521 24 49 00	Misc. Contracts	001 000 521	General Fund		1,746.44		
14493	10/09/2018	2018	5347	761	Grays Harbor PUD	1,706.42	Invoice 5911
595 30 00 10	Traffic Revision	310 000 594	Street Capital Projc		1,706.42		
14463	10/09/2018	2018	5348	4631	Grays Harbor Treasurer's Office	29.78	Sept Crime Vic's
586 00 12 00	County Portion Crime Victims	630 000 580	Agency Funds/non		29.78		
14490	10/03/2018	2018	5290	6144	Internal Revenue Service	0.31	3rd QTR 941
514 20 10 01	Senior Deputy Clerk-Morey	001 000 514	General Fund		0.31		3rd Qtr Payment Rounding
14453	10/09/2018	2018	5349	6433	Kautzmann, Michelle	59.02	308431.60 - 1103 EPARK
318 44 00 00	EMS Utility Service Fee (Hous	101 000 310	Ambulance Fund		20.70		
343 40 01 01	Water Consumption	401 000 340	Current Water		9.70		
343 50 01 00	Sewer-collections	401 000 340	Current Water		-77.55		
343 83 00 00	Storm Water Assessment	402 000 340	Storm Water Fund		-11.87		
14499	10/09/2018	2018	5350	7707	Lemay Grays Harbor	75.63	Invoice 9281

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534 80 31 00	Operating Supplies	2018	5351	1107	401 000 534 Current Water	75.63	Tire Disposal
<b>14456</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5351</b>	<b>1107</b>	<b>Masco Petroleum</b>	<b>1,083.00</b>	<b>Invoice CL57515 &amp; CL58781</b>
534 80 32 01	Fuel Consumed	2018	5351	1107	401 000 534 Current Water	210.93	
535 80 32 01	Fuel Consumed	2018	5351	1107	401 000 535 Current Water	455.85	
542 30 32 01	Fuel Consumed	2018	5351	1107	001 000 542 General Fund	131.94	
576 80 32 00	Fuel/Parks Dept	2018	5351	1107	001 000 576 General Fund	284.28	
<b>14491</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5351</b>	<b>1107</b>	<b>Masco Petroleum</b>	<b>206.43</b>	<b>CL 57516</b>
557 30 32 00	Fuel Consumed	2018	5351	1107	405 000 557 Forest - Water Shed	206.43	
<b>14496</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5351</b>	<b>1107</b>	<b>Masco Petroleum</b>	<b>1,096.96</b>	<b>CL57517</b>
521 22 32 00	Gas & Oil Police	2018	5351	1107	001 000 521 General Fund	1,096.96	
<b>14498</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5351</b>	<b>1107</b>	<b>Masco Petroleum</b>	<b>2,011.82</b>	<b>CL54948</b>
534 80 32 01	Fuel Consumed	2018	5351	1107	401 000 534 Current Water	785.44	
534 80 32 01	Fuel Consumed	2018	5351	1107	401 000 534 Current Water	29.73	
535 80 32 01	Fuel Consumed	2018	5351	1107	401 000 535 Current Water	884.95	
542 30 32 01	Fuel Consumed	2018	5351	1107	001 000 542 General Fund	311.70	
<b>14455</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5352</b>	<b>5927</b>	<b>Materials Testing &amp; Consulting, Inc.</b>	<b>1,175.00</b>	<b>Invoice 25009</b>
594 76 60 02	Fleet Park Improvements	2018	5352	5927	001 000 594 General Fund	1,175.00	
<b>14500</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5353</b>	<b>2135</b>	<b>Northwest Rock Inc</b>	<b>229.70</b>	<b>Invoice 173373</b>
594 42 61 00	Sidewalk	2018	5353	2135	001 000 542 General Fund	229.70	
<b>14459</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5354</b>	<b>1326</b>	<b>Orenco Systems</b>	<b>7,041.12</b>	<b>Invoice 345847</b>
535 80 31 00	Operating Supplies	2018	5354	1326	401 000 535 Current Water	7,041.12	Replacement Pumps
<b>14458</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5355</b>	<b>6972</b>	<b>Polar Blue IT Services LLC</b>	<b>2,000.00</b>	<b>Invoice 2337</b>
514 20 10 02	IT Contract For General Fund	2018	5355	6972	001 000 514 General Fund	1,000.00	
521 22 10 08	IT Contract	2018	5355	6972	001 000 521 General Fund	400.00	
522 20 41 00	Professional Service	2018	5355	6972	101 000 522 Ambulance Fund	200.00	
535 81 10 02	IT TECH CONTRACT	2018	5355	6972	401 000 535 Current Water	200.00	
554 90 31 15	IT Contract	2018	5355	6972	405 000 554 Forest -Water Shed	200.00	
<b>14461</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5356</b>	<b>7893</b>	<b>Pollardwater</b>	<b>1,074.96</b>	<b>Invoice # 0120276</b>
534 80 31 00	Operating Supplies	2018	5356	7893	401 000 534 Current Water	1,074.96	
<b>14506</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5380</b>	<b>6302</b>	<b>Ready Wireless, LLC</b>	<b>8.37</b>	<b>Duplicate Aug Payment</b>

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316 47 00 00	Telephone/Cell Tax			001 000 310	General Fund	-8.37	
<b>14503</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5357</b>	<b>2085</b>	<b>Rognlin's Inc</b>	<b>201,285.42</b>	<b>Invoice # 1 Traffic Revision</b>
595 30 00 10	Traffic Revision			310 000 594	Street Capital Proje	201,285.42	
<b>14505</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5357</b>	<b>2085</b>	<b>Rognlin's Inc</b>	<b>12,721.00</b>	<b>Invoice #3 Marcy Street</b>
595 30 00 11	Marcy Street Reconstruction			310 000 594	Street Capital Proje	12,721.00	
<b>14504</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5358</b>	<b>7280</b>	<b>SCJ Alliance</b>	<b>1,756.33</b>	<b>Invoice # 54946</b>
595 30 00 10	Traffic Revision			310 000 594	Street Capital Proje	1,756.33	
<b>14450</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5359</b>	<b>7349</b>	<b>Stewart, William</b>	<b>114.00</b>	<b>9-11-18 Pro Tem Judge</b>
512 50 41 02	Judge Pro-tem			001 000 512	General Fund	114.00	
<b>14451</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5359</b>	<b>7349</b>	<b>Stewart, William</b>	<b>54.00</b>	<b>8-28-2018 Pro Tem Judge</b>
512 50 41 02	Judge Pro-tem			001 000 512	General Fund	54.00	
<b>14501</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5360</b>	<b>1803</b>	<b>Traffic Safety Supply Co.</b>	<b>649.12</b>	<b>Invoice 3680</b>
542 30 31 00	Street Construction Projects			001 000 542	General Fund	649.12	
<b>14494</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5361</b>	<b>1863</b>	<b>Valley Cleaners Inc</b>	<b>42.10</b>	<b>Invoice 1516</b>
521 22 21 01	Uniform Allowance/Dry Cleani			001 000 521	General Fund	42.10	
<b>14462</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5362</b>	<b>2067</b>	<b>Valu Drug Inc</b>	<b>28.50</b>	<b>Sept</b>
521 22 20 01	Leoff I Retiree Personnel Bene			503 000 521	Long Term Care	28.50	
<b>14495</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5363</b>	<b>1940</b>	<b>Washington State Patrol</b>	<b>96.00</b>	<b>Invoice I 19002124</b>
586 00 09 00	State Fingerprinting Fee			630 000 580	Agency Funds/non	96.00	
<b>14464</b>	<b>10/09/2018</b>	<b>2018</b>	<b>5364</b>	<b>1943</b>	<b>Washington State Treasurer</b>	<b>2,319.42</b>	<b>Sept 2018 Remittance</b>
586 00 05 00	State Building Code Fee			630 000 580	Agency Funds/non	94.50	
586 89 09 00	State Patrol Highway Account			630 000 580	Agency Funds/non	23.01	
586 89 14 00	Highway Safety Account			630 000 580	Agency Funds/non	16.21	
586 89 15 00	Death Investigations Account (			630 000 580	Agency Funds/non	4.02	
586 90 17 00	Domestic Violence Prevention			630 000 580	Agency Funds/non	13.19	
586 91 00 00	State General Fund 40 PSEA #			630 000 580	Agency Funds/non	1,010.74	
586 92 00 00	State General Fund 50 PSEA #			630 000 580	Agency Funds/non	466.40	
586 93 00 00	Emergency Medical Service &			630 000 580	Agency Funds/non	52.38	
586 94 00 00	State General Fund 54 PSEA #			630 000 580	Agency Funds/non	44.19	

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.586 95 00 00	2018	5365	2047	Zumar Industries Inc	364.43	Invoice 24483
586 96 00 00	2018	5365	2047	Zumar Industries Inc	364.43	Invoice 24483
586 96 01 00	2018	5365	2047	Zumar Industries Inc	364.43	Invoice 24483
586 97 00 00	2018	5365	2047	Zumar Industries Inc	364.43	Invoice 24483
586 97 01 00	2018	5365	2047	Zumar Industries Inc	364.43	Invoice 24483
586 95 00 00	2018	5365	2047	Zumar Industries Inc	104.61	Agency Funds/non
586 96 00 00	2018	5365	2047	Zumar Industries Inc	19.71	Agency Funds/non
586 96 01 00	2018	5365	2047	Zumar Industries Inc	5.51	Agency Funds/non
586 97 00 00	2018	5365	2047	Zumar Industries Inc	437.60	Agency Funds/non
586 97 01 00	2018	5365	2047	Zumar Industries Inc	27.35	Agency Funds/non

Total: 241,318.36

Fund	Amount
001 General Fund	9,300.97
101 Ambulance Fund	217.95
310 Street Capital Projects	217,469.17
401 Current Water	11,221.36
402 Storm Water Fund	11.87
405 Forest - Water Shed Reserve	623.34
503 Long Term Care	28.50
630 Agency Funds/non Revenue	2,445.20

This report has been reviewed by:

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

City Clerk/CFO Doug Streeter

# DRAFT MINUTES

1 Mayor Vini Samuel, Presiding  
2 Meeting was called to order by Mayor at 7 pm

3  
4 **FLAG CEREMONY** – Pledge of Allegiance

5  
6 **COUNCIL MEMBERS PRESENT:** Councilman Dan Wood, Councilman Hatley, Councilwoman Cristobal,  
7 Councilman Trimble, Councilman Cope, Councilman Bryson and Councilman Skaramuca.

8  
9 **STAFF PRESENT:** City Clerk/CFO Doug Streeter, Forester Loren Hiner, Public Works Director Mike Olden,  
10 Police Lieutenant Bob Wilson, Senior Deputy Clerk Kim Morey and City Attorney Chris Coker.

11  
12 **APPROVAL OF BILLS:** Councilman Trimble presented bills totaling \$183,390.76 for Checks 53313-53339.  
13 Motion was made by Councilman Trimble to approve the bills and seconded by Councilman Hatley.  
14 *Motion carried 7 -0 vote.*

15  
16 Payroll total amount \$128,531.90 checks 40616 -40619.

17  
18 **APPROVAL OF MINUTES:** Motion was made by Councilman Cope to approved minutes as written and  
19 seconded by Councilman Skaramuca. *Motion carried 7-0.*

20  
21 **PUBLIC COMMENT:** Phil Papac of Montesano introduced himself as the new Port Commissioner,  
22 updated the Council on port activities and looks forward to working with the City.

23  
24 **COMMITTEE REPORTS:**

25 **MTO Committee** – Councilman Trimble reported the MTO met today, topics for discussion were  
26 painting at the intersections of Marcy/Sylvia and Church/Kamilche, currently on the Public Works list to  
27 be painted, the sight distance on W. Wynoche/7<sup>th</sup> this was held over for more discussion, and a four  
28 way stop at McBryde/Medcalf they are currently reviewing, they plan on moving the no outlet sign  
29 beyond the intersection and enhance the stop bar that is currently at the location.

30  
31 **Flood Authority** - Councilman Wood reported they met on the 20<sup>th</sup>, main discussion was the ranking on  
32 the projects, there are currently 17 small projects that have went to the Office of Chehalis Basin.  
33 If other projects aren't eligible for the funding they move down to the next on the list.

34  
35 **Council of Governments** - Mayor Samuel reported COG is taking over another region, they will be in a  
36 short term agreement with WSDOT and will take full administrative responsibilities by July of 2019.

37  
38 **E911 Board Meeting**– Mayor Samuel reported they voted to continue with the population/per call basis,  
39 traditional payout for our communities. Montesano will be charged a flat rate per call.

40  
41 **Forestry Committee**- Councilman Cope reported the forestry committee met today. Topics were the  
42 budget preview of the presentations that they will be giving, review of the 2019 activities plan, site prep  
43 for spraying and slash piles burning from the 2018 harvests.

44  
45 **Update on Hospital discussion** – Councilman Hatley attended Community Hospitals board meetings,  
46 they discussed their residency program which would take around two years to get there, where Summit  
47 has a director in place and the funding for it, discussion ensued with no action taken.

48



49 **NEW BUSINESS:**

50 **Fire Science Contract update-** CFO Doug Streeter reported the contract will be the basically the same as  
51 last year with a couple of modifications, increasing the funding from 15k to 20k and the number of  
52 students will increase. This was informational only.

53  
54 Community Economic Development Block Grant Contract. A motion to authorize Mayor Samuel to sign  
55 by Councilman Wood and seconded by Councilman Cope *motion carried 7-0 vote.*

56  
57 **Old Business: Annexation -** Motion made by Councilman Trimble to allow administration to move  
58 forward to the next step and seconded by Councilman Hatley. *Motion carried 7-0 vote.*

59  
60 **Resolution # 945 adopting a policy protecting individuals engaged in nonviolent civil rights**  
61 **demonstration.** Motion was made by Councilman Wood and seconded by Councilman Hatley. *Motion*  
62 *carried 7-0 vote.*

63  
64 **Resolution #946 adopting a residential anti-displacement and relocation assistance plan.** Motion was  
65 made by Councilman Cope and seconded by Councilman Skaramuca. *Motion carried 7-0 vote.*

66  
67 **PUBLIC COMMENT:**

68 None

69  
70 **COUNCIL COMMENTS:**

71 **Councilman Skaramuca-** Hopes to see everyone at the festivities this weekend, sees the concern about  
72 hospital district demographics, vision for Montesano is to move forward and advises Council to move  
73 cautiously.

74 **Councilman Bryson-** Thanked Port Commissioner Papac for joining the meeting, updating the Council on  
75 port activities, welcomed Lieutenant Wilson and commented "it is important to have discussions about  
76 the hospital districts and work off a common set of facts".

77 **Councilman Cope** –Echoed Councilman Bryson, welcomed Lieutenant Wilson and Port Commissioner  
78 Papac, looking forward to working with him, urges caution to the Council on the Hospital, Council needs  
79 to get educated on what they can say and not say on the Council floor and agrees with the common set  
80 of facts.

81 **Councilman Trimble**– Agrees with the common set of facts and encouraged the Hospital to also have a  
82 common set of facts, welcomed Lieutenant Wilson and Congratulated Port Commissioner Phil Papac.

83 **Councilwoman Cristobal**– Fish and Brew fest this weekend and thanked the organizers of the Lake Sylvia  
84 Fall Festival.

85 **Councilman Hatley**– Echoed, facts do matter with the hospital discussion, huge opportunity to have  
86 more doctors in Grays Harbor County, wants to know about the details with the costs and how we are  
87 going to get there.

88 **Councilman Wood** –Agrees with everyone on a common set of facts with the hospital, he also wants to  
89 know about the details with costs a thinks having a clinic in Montesano would be good for all of Grays  
90 Harbor.

91  
92 **MAYORS COMMENTS:**

93  
94 **Motion to adjourn the meeting** was made by Councilman Cope and seconded by Councilman Wood.  
95 *Motion carried 7-0 vote.*

96

97 Meeting adjourned at 8:00 p.m.  
98 Kim Morey, Senior Deputy Clerk  
99 Recording Available.  
100

Draft

**OLD  
BUSINESS**

AGREEMENT BETWEEN  
MONTESANO SCHOOL DISTRICT  
and  
CITY OF MONTESANO  
for  
THE MONTESANO FIRE CADET PROGRAM

THIS AGREEMENT (hereinafter "Agreement"), is made and entered into this 9<sup>th</sup> day of October, 2018, by and between the Montesano School District (the "District") and City of Montesano (the "City").

WHEREAS, RCW Chapter 39.34 permits governmental entities to enter into local agreements to accomplish mutually beneficial purposes in the public interest; and

WHEREAS, the City owns certain training facilities and firefighting equipment; and

WHEREAS, the District and the Montesano Fire Department desire to provide students of Montesano High School the opportunity to actively participate in a vocational program that focuses on building a variety of Fire Department based skills; and

WHEREAS, the Fire Cadet Program will emphasize developing young fire service leaders through a variety of instruction and evaluation methods. The Primary objective will be to instill in each Cadet a sense of character, confidence, and self-esteem. The program will teach fire/rescue skills, self-discipline, and respect. Cadets will participate in training related to fire prevention, fire suppression/control, and emergency medical services. The program will include formal training supplemented by field trips and developmental assignments; and

WHEREAS, in exchange for certain funding from the District, the City agrees to provide classroom space, curriculum, instructors, equipment, training grounds, t-shirts and personal protective gear necessary for the operation of the Cadet Program;

NOW THEREFORE, in consideration of mutual covenants, promises and agreements herein contained, the parties mutually agree as follows:

## **I. RESPONSIBILITIES AND DUTIES OF THE CITY:**

A. The City will provide classroom space, all necessary curriculum, all necessary training equipment, training grounds and personal protective gear necessary for successful operation of the cadet program. Cadet inventory will include:

- Binder with dividers.
- Personal protective equipment (PPE)
  - o Helmet
  - o Gloves
  - o Bunker Coat
  - o Bunker Pants
  - o Protective Boots
  - o Flash Hood
  - o Suspenders
- Rope
- Cadet T-Shirt

The City Fire Chief will be the class coordinator/senior instructor. The City will provide an instructor for the program for one hour daily for the duration of the school year. The training program will follow the standard District schedule when at all possible, and include occasional Saturday trainings. It is anticipated the City will supply 20-28 hours of instructor time per month.

The City will also provide Volunteer and career staff firefighters as "Assistant Instructors" throughout the course of the cadet program. Assistant Instructors will be utilized to supplement the Senior Instructor or when the Senior Instructor is unavailable.

### **B. Methods of Evaluation:**

Cadets will receive a variety of instructional and evaluation methods to meet cognitive, psychomotor and affective goals. Cadets will be evaluated in the following manner:

- Chapter quizzes
- Module tests
- Mid-term tests
- End of program final test
- Practical Skill evaluations
- End of course final comprehensive and practical skill evaluation
- Code of conduct and attendance

## II. RESPONSIBILITIES AND DUTIES OF THE DISTRICT:

In consideration of the services provided herein, the District agrees to pay the City \$20,000.00 annually as its share of the Fire Cadet Program for the period of August 29, 2018, to June 30, 2019. The District and the City agree to negotiate program costs in June of each year for any subsequent period. If there is a mutually agreed upon annual program cost adjustment, such cost adjustment will be documented in writing and attached to this agreement.

The District also agrees to provide the following text for up to 15 students:

- IFSTA Essentials Manual (Latest Edition)
- IFSTA Essentials Manual Workbook (Latest Edition)

**III. Term of Agreement.** The term of this Agreement shall commence on August 29, 2018, and shall terminate at midnight on June 30, 2018, unless sooner terminated by either party in accordance with Section VIII.

**IV. Status of District Employees and Students.** All activity occurring from or as a result of this Agreement shall be deemed an extension of the District and educational process. All policies, procedures, and laws relating thereto shall be in full force and effect during the performance of this Agreement.

**V. Status of City employees.** During the term of this contract any City employees performing services on behalf of the Fire Cadet Program are doing so as employees of the City.

- Control of personnel, standards of performance, discipline and other aspects of performance shall be governed entirely by the department;
- All liabilities for salaries, wages, and any other compensation, work related injury or sickness shall be that of the City of Montesano.

Both parties understand and agree that the school district retains its legal responsibility for the safety and security of the school district, its employees, students, and property and this Agreement does not alter that responsibility.

**VI. Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

**VII. Nondiscrimination.** During the performance of this Agreement, the parties shall not discriminate in violation of any applicable federal, state and/or local law or regulation

on the basis of age, sex, race, color, creed, or national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state or local law.

**VIII. Termination.** This Agreement may be terminated under the following conditions:

- A. By mutual written agreement of both parties, termination may be immediate.
- B. Upon sixty (60) calendar days' written notice by either party to the other of intent to terminate with or without cause.
- C. By either party for breach of the obligations set forth in this Agreement. The party in default shall have five (5) business days to cure said breach to the satisfaction of the other party.

**IX. Indemnification and Hold Harmless.**

The City will protect, defend, indemnify, and save harmless the School District, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages (including punitive or exemplary damages and legal fees, costs and disbursements) arising out of or in any way resulting from negligent acts or omissions of the City of Montesano, its officers, employees or agents.

The School District will protect, defend, indemnify and save harmless the City of Montesano, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages (including punitive or exemplary damages and legal fees, costs and disbursements) arising out of or in any way resulting from the negligent acts or omissions of the School District, its officers, employees, or agents.

In the event that the officials, officers, agents, and/or employees of both the City and the District are negligent, each Party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

The provisions of this section shall survive the termination or expiration of this Agreement.

**X. Entire Agreement.** This Agreement expresses the entire agreement of the parties. This Agreement may be amended or modified at any time by the mutual agreement of the parties. Any amendment or modification shall be in writing, signed, and acknowledged by all the parties.

**XI. Governing Law and Venue.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Grays Harbor County.

As evidence of their Agreement, both parties, through their authorized agents, having read and understood the above and foregoing, and with the intent to be bound thereby, hereby execute this Agreement on the date last entered below.

CITY OF MONTESANO

MONTESANO SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Montesano City Attorney