

# Cowlitz 911 Public Authority Board of Directors

## Meeting Agenda

Wednesday June 9th, 2021 @ 10:00 AM

Remote ZOOM Meeting

### 1. Call to Order and Introductions

### 2. Approval of the Agenda

**Recommended Action:** A motion to approve the agenda as presented.

### 3. Approval of Meeting Minutes

#### A. 05/26/21

**Recommended Action:** A motion to approve the meeting minutes from 05/26/21

### 4. Public Comment

A. The public comment period allows any member of the public to speak to any item that is not on the regular agenda. There is a time-limitation of 3 minutes. All comments should be directed to the Chair.

### 5. Payables

**The following transactions are approved as presented**

ACCOUNT	TRANS NUMBER	AMOUNT
Payroll 06/04/21	623-657	\$ 116,780.99
Claims 05/28/21	607-617	\$ 414,216.49
Claim 06/01/21	660-661	\$ 150,228.05
TOTAL		\$ 681,225.53

**Recommended Action:** Motion to approve the payables as presented

### 6. Red Canoe Account Update

A. Phil Jurmu will need to be removed from the Red Canoe Business account. The Signers will be the following individuals: Finance Admin Specialist, currently Rachael Young; and the Executive Director, currently Dave Storaker.

### 7. Personal Services Agreement with ADCOMM Engineering

ADCOMM Engineering, CVE Technologies Group, and More Power Technology Group will complete phases 2-5 of the Cowlitz 911 Public Authority technical relocation from our primary and back up sites, to the new Ocean Beach facility. Provided in the attachment is the scope of work, projected project cost, equipment replacement and relocation cost, and projected annual ongoing costs. The Cowlitz 911 staff recommends the board accept and approve the attached professional service agreement to ensure the necessary support, transition of technology equipment from our two current sites, to the new back up site and primary facility which will include a robust public safety network, business network, phone systems, CAD server design and required equipment.

**Recommended Action:** Motion to approve the Personal Services Agreement with AdComm Engineering.

**8. Amended Policy -008 Exposure Control Program Policy**

**Recommended Action:** Motion to approve the amended policy 008 Exposure Control Program Policy

**9. Board Comments/Board Committee Reports**

A. LAW TAC Update

B. FIRE TAC Update

**10. Director's Report**

A. **Staff Update:**

B. **Climate and Culture**

C. **Facility Update**

D. **Radio Infrastructure**

E. **Analytics** (*provided at the first meeting of the month*)

**11. Old Business**

**12. Executive Session (If Needed):**

**13. Adjournment**

**14. Closed Meeting (If Needed):**

# Cowlitz 911 Public Authority Board of Directors

## Meeting Minutes

Wednesday May 26th, 2021 @ 10:00 AM

Remote ZOOM Meeting

### Attendance

**Board Members:** Chet Makinster; Kurt Sacha; Jim Kambeitz; Joe Gardner (11:01); Troy Brightbill (alternate, voting); Andy Hamilton; Alan Headley; Vic Leatzow; Ralph Herrera

**Staff:** Dave Storaker; Rachael Young; Frank Randolph (general counsel); Jerry Jensen; Deanna Wells; Janelle Edwards

**Guests:** Chris Smith; Scott Neves; Bill LeMonds; Susan Ronning; Dari Reddy

**Board Members Absent and No Alternate:**

### 1. Call to Order and Introductions

Alan Headley called the meeting to order at 10:01 AM.

### 2. Approval of the Agenda

**Recommended Action:** A motion to approve the agenda as presented.

**There were changes to the agenda.** We moved number 9 below executive session and there will be two executive sessions held. Makinster made a motion to approve the agenda as amended. Hamilton seconded; all in favor, motion carried.

### 3. Approval of Meeting Minutes

#### A. 05/12/21

**Recommended Action:** A motion to approve the meeting minutes from 05/12/21

Hamilton made a motion to approve the meeting minutes as presented. Makinster seconded; all in favor, motion carried.

### 4. Public Comment

- A. The public comment period allows any member of the public to speak to any item that is not on the regular agenda. The Chair asked if any members of the public were attending the meeting and no members of the public were in attendance.

### 5. Payables

**The following transactions are approved as presented**

ACCOUNT	TRANS NUMBER	AMOUNT
Payroll 05/20/21	567-602	\$ 121,664.73
Claims 05/14/21	543-562	\$ 62,539.17
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TOTAL		\$ 184,203.90

**Recommended Action:** Motion to approve the payables as presented

Makinster made a motion to approve the payables as presented. Hamilton seconded; all in favor, motion carried.

### 6. Financial Report (To only be provided at the second meeting of the month)

### 7. High level overview of Relocation project (information only)

Wells presented a high level overview for the board and asks that they be prepared to take action at the next meeting.

### 8. Approval of Position Descriptions

**Recommended Action:** Motion to approve the following job descriptions as presented.

After discussion, the board would like the Administrative Assistant/ Public Disclosure position to have a WAPRO certification within 12 months due to the ever changing nature of public disclosures. They would also like the wording changed for the minimum and preferred qualifications for the education portion of the job description. Sacha made a motion to approve both job descriptions with the recommended edits. Hamilton seconded; all in favor, motion carried.

**9. Board Comments/Board Committee Reports**

- A. LAW TAC Update: Next meeting in July. 911 Liason meeting and discussed different potential protocol changes. And working on having ride alongs. Also including dispatch with large scale trainings.
- B. FIRE TAC Update: Have not met since the last meeting.

**10. Director's Report**

**A. Staff Update: Approval to over hire for the academy**

**Recommended Motion:** Motion to approve the executive director to over hire for the training academy.

We are losing a dispatcher in June. We just signed off a trainee. We are not at 17 dispatchers and 2 trainees.

Plan to promote a dispatcher to a supervisor which will leave us at 16 dispatchers and 2 trainees.

Storaker is proposing an overhire allowance of 3 which would allow Cowlitz 911 to hire 8 dispatchers that we would have start on July 26<sup>th</sup> and enter into a dispatcher academy. They will attend the Tele 1 and Tele 2 courses that are being hosted at our center.

Hamilton made a motion to approve the over hire for the academy. Leatzow seconded; all in favor, motion carried.

- B. **Climate and Culture:** Overtime is becoming a burden on the current staff. Trying to help alleviate the overtime by making adjustments to the schedules. Liaison program is being successful. Suggestions coming back and troubleshooting suggestions. Bob Schaefer has been certified as an ENP by NENA. They can manager a 911 center.

- C. **Facility Update:** Concrete poured on lower slab.

- D. **Radio Infrastructure:** Since the outages at the Hall of Justice and the Davis sites. We have been stable. Kalama radio connection is in place but is currently disabled. Through testing is scheduled for this Friday. Hall of Justice back dated order is currently scheduled for July 9<sup>th</sup>. Castle Rock high tower we are working on building and electrical permits. The Woodland tower we are still waiting on the FAA license. Bakers Corner public hearing for the permit on June 8<sup>th</sup> for the Longview City Council.

- E. **Analytics** *(provided at the first meeting of the month)*

- F. **Cowlitz 911 457(b) plan**

- i. Change trustee name to executive director rather than by a specific name. Looking into a professional liability insurance protection.

**11. Old Business:** None

**12. Executive Session (If Needed):**

- A. **Potential litigation. 15 minutes.**

**B. Performance of a public employee. 15 minutes. 3 minute extension.**

**The board entered executive session at 11:10 am.**

**Executive session ended at 11:43 am.**

**13. MOU- defining anniversary for accrual rates**

**Recommended Action:** Motion to approve the MOU defining the anniversary for accrual rates.

**Sacha made a motion to postpone the MOU until our next meeting.** Hamilton seconded; all in favor, motion carried.

**14. Adjournment:** Meeting adjourned at 11:45.

**15. Closed Meeting (If Needed):** Not Held

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Joe Gardner, Chair

ATTEST:

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Rachael Young, Clerk of the Cowlitz 911 Board

# CHECK REGISTER

Cowlitz 911

Time: 14:13:59 Date: 06/04/2021

05/28/2021 To: 06/30/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
649	06/04/2021	Payroll	1	EFT	COWLITZ COUNTY TREASURER'S OFFICE (IRS)	19,739.07	941 Deposit for Pay Cycle(s) 06/04/2021 - 06/04/2021
607	05/28/2021	Claims	1	11315	ADCOMM ENGINEERING LLC	58,079.35	INV: 15613
608	05/28/2021	Claims	1	11316	CENTURYLINK	520.24	INV: 360-423-7510 556B 0521
609	05/28/2021	Claims	1	11317	COWLITZ COUNTY PURCHASING	305.74	INV: 267-2021
610	05/28/2021	Claims	1	11318	CWCOG	581.00	INV: 2021-27
611	05/28/2021	Claims	1	11319	ESRI INC	3,730.53	INV: 94036687
612	05/28/2021	Claims	1	11320	MATERIALS TESTING & CONSULTING, INC.	610.50	INV: 34171
613	05/28/2021	Claims	1	11321	MISSION 1 COMMUNICATIONS	2,980.00	INV: M2097
614	05/28/2021	Claims	1	11322	PATRIOT CONSTRUCTION LLC	305,071.13	INV: 4
615	05/28/2021	Claims	1	11323	RICE FERGUS MILLER	42,048.24	INV:2018095.02-014
616	05/28/2021	Claims	1	11324	TOSHIBA AMERICA BUSINESS SOLUTIONS	199.20	INV: 5014943512
617	05/28/2021	Claims	1	11325	WCIF	90.56	INV: 86940
635	06/04/2021	Payroll	1	11326		1,589.95	
642	06/04/2021	Payroll	1	11327		3,756.18	
650	06/04/2021	Payroll	1	11328	CAPSCO	45.00	Pay Cycle(s) 06/04/2021 To 06/04/2021 - ASSN FEE
651	06/04/2021	Payroll	1	11329	KAISER PERMANENTE MEMBERSHIP ADMIN	3,557.95	Pay Cycle(s) 06/04/2021 To 06/04/2021 - MEDICAL-KAISER
652	06/04/2021	Payroll	1	11330	WA STATE DEPT OF RETIREMENT	16,655.72	Pay Cycle(s) 06/04/2021 To 06/04/2021 - PERS2; Pay Cycle(s) 06/04/2021 To 06/04/2021 - PERS3
653	06/04/2021	Payroll	1	11331	WCIF	5,268.53	Pay Cycle(s) 06/04/2021 To 06/04/2021 - MEDICAL-WCIF; Pay Cycle(s) 06/04/2021 To 06/04/2021 - LIFE INS BUYUP; Pay Cycle(s) 06/04/2021 To 06/04/2021 - LTD BUYUP; Pay Cycle(s) 06/04/2021 To 06/04/2021 -
623	06/04/2021	Payroll	2	EFT		2,061.45	
624	06/04/2021	Payroll	2	EFT		1,347.88	
625	06/04/2021	Payroll	2	EFT		2,326.29	
626	06/04/2021	Payroll	2	EFT		2,197.61	
627	06/04/2021	Payroll	2	EFT		1,947.97	
628	06/04/2021	Payroll	2	EFT		2,084.11	
629	06/04/2021	Payroll	2	EFT		1,848.62	
630	06/04/2021	Payroll	2	EFT		1,676.83	
631	06/04/2021	Payroll	2	EFT		1,558.71	
632	06/04/2021	Payroll	2	EFT		1,950.39	
633	06/04/2021	Payroll	2	EFT		2,366.32	
634	06/04/2021	Payroll	2	EFT		1,971.94	
636	06/04/2021	Payroll	2	EFT		2,262.80	
637	06/04/2021	Payroll	2	EFT		1,694.78	
638	06/04/2021	Payroll	2	EFT		2,210.89	
639	06/04/2021	Payroll	2	EFT		1,720.53	
640	06/04/2021	Payroll	2	EFT		1,901.60	
641	06/04/2021	Payroll	2	EFT		2,900.75	
643	06/04/2021	Payroll	2	EFT		3,471.70	
644	06/04/2021	Payroll	2	EFT		917.97	
645	06/04/2021	Payroll	2	EFT		2,614.57	
646	06/04/2021	Payroll	2	EFT		2,133.87	
647	06/04/2021	Payroll	2	EFT		1,515.95	
648	06/04/2021	Payroll	2	EFT		1,759.25	

**CHECK REGISTER**

Cowlitz 911

Time: 14:13:59 Date: 06/04/2021

05/28/2021 To: 06/30/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
654	06/04/2021	Payroll	2	EFT	COWLITZ 911 EMERGENCY SERVICES ASSN	390.00	Pay Cycle(s) 06/04/2021 To 06/04/2021 - UNION DUES; Pay Cycle(s) 06/04/2021 To 06/04/2021 - INITIATION FEE
655	06/04/2021	Payroll	2	EFT	HRA VEBA	11,663.22	Pay Cycle(s) 06/04/2021 To 06/04/2021 - VEBA
656	06/04/2021	Payroll	2	EFT	ONE AMERICA	5,105.92	Pay Cycle(s) 06/04/2021 To 06/04/2021 - DEF COMP
657	06/04/2021	Payroll	2	EFT	VIMLY BENEFIT SOLUTIONS	566.67	Pay Cycle(s) 06/04/2021 To 06/04/2021 - HSA
660	06/01/2021	Claims	3	EFT	US BANK ( BOND PAYMENT)	114,697.09	SEMI ANNUAL INTEREST PAYMENT ON SERIES 2020A BOND (JUNE 2021)
661	06/01/2021	Claims	3	EFT	US BANK ( BOND PAYMENT)	35,530.96	SEMI ANNUAL INTEREST PAYMENT ON SERIES 2020B BOND (JUNE 2021)
						122,208.26	001 OPERATIONS
						2,980.00	003 RADIO OPERATIONS
						150,228.05	200 DEBT SERVICE
						405,809.22	300 PROJECT FUND
						<u>681,225.53</u>	Claims: 564,444.54 Payroll: 116,780.99

**CERTIFICATION:**

I, the undersigned, do hereby certify under penalty of perjury that the information listed has been provided to me as described herein and that I have issued payment as directed and received by Cowlitz 911.

\_\_\_\_\_  
Brandi Ballinger, Signature

C2FR  
\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

**CERTIFICATION/AUTHORIZATION:**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against Cowlitz 911, and that I am authorized to authenticate and certify to said claim. We have reviewed the claims listed above totaling \$ \_\_\_\_\_, and we approve payment with our signatures below.

\_\_\_\_\_  
Admin Specialist, Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Signature

\_\_\_\_\_  
Date

## PERSONAL SERVICES AGREEMENT

**Contract Number: 2021-06-09 ADCOMM**

THIS AGREEMENT is entered into between COWLITZ 911 PUBLIC AUTHORITY, a Public Authority established by Cowlitz County, Pursuant to RCW 35.21.730 through 35.21.759 of the State of Washington, (hereinafter called "Cowlitz 911 P.A.") and

Name: ADCOMM Engineering LLC

Address: PO BOX 308  
Woodinville, WA 98072

Phone Nº: 425-487-1361

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A – Scope of Work
- Attachment B – Compensation
- Attachment C – General Conditions
- Attachment D – Special Terms and Conditions and Retirement Status Form (signature required)
- Attachment E – (specify)

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 9<sup>TH</sup> day of June 2021 and shall, unless terminated as provided elsewhere in the Agreement, and terminate on the 30th day of June, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9th day of June 2021.

CONTRACTOR:

  
\_\_\_\_\_  
ADCOMM Engineering LLC

Print name: Susan Ronning

Title:  
Principal

Date: June 3, 2021

(Optional for Board Approval)  
ATTEST:

\_\_\_\_\_  
Clerk of the Board, Rachael C. Young

[2021\_ver. 1]

COWLITZ 911 PUBLIC AUTHORITY:

\_\_\_\_\_  
Title: Chair of the Board, Joe Gardner  
(Approval subject to Board ratification or authorization)

\_\_\_\_\_  
General Counsel, Frank Randolph

CONTRACT HAS BEEN APPROVED AS TO FORM BY  
COWLITZ 911 P.A. GENERAL COUNSEL



## **SCOPE OF WORK**

The contractor agrees to complete the professional services work of the Cowlitz 911 P.A., as described below (or in the attached document), including the following elements:

The overarching goal of the project is to:

**Lead the planning and coordination with the entities necessary to support the transition of technology equipment from the existing Admin (backup center) and Hall of Justice (primary center) to the new Ocean Beach (OB) 9-1-1 facility.**

A properly engineered design is based on user needs and regulatory requirements to support two (2) robust and redundant networks:

1. Mission critical operational technology (OT) public safety network
2. Business services network, or information technology (IT) network

To meet these goals, the project will be divided into five (5) project phases. Phase 1, and the group of Phases 2 through 5, have separate Statements of Work, Project Schedules, and Cost Estimates. The Phase names are listed below.

1. Discover: Needs Capture & Concept Design
2. Procure: Equipment & Services
3. Design: Preliminary & Detailed
4. Stage: Configure and Test
5. Deploy: Cutover and Transition

Phases 2 through 5 are included within this scope of work. Phase 1 was addressed through a separate scope of work.

Project management is ongoing throughout the project lifecycle to track that the project is within scope, on schedule, and within budget.

The project team consists of three entities:

1. ADCOMM Engineering (Prime)
2. CVE Technologies Group (Subcontractor)
3. More Power Technology Group (Subcontractor)

ADCOMM Engineering LLC is the overall project team lead and leads the work effort necessary to complete the project. CVE Technologies Group, Inc., leads the work effort related to IT/OT Network Design. More Power Technology Group provides a supporting function throughout the project as an operations and maintenance (O&M) stakeholder whereby they will serve as Cowlitz 911's technical interface.

The project team organization chart and their relationship to Cowlitz 911 is shown below.

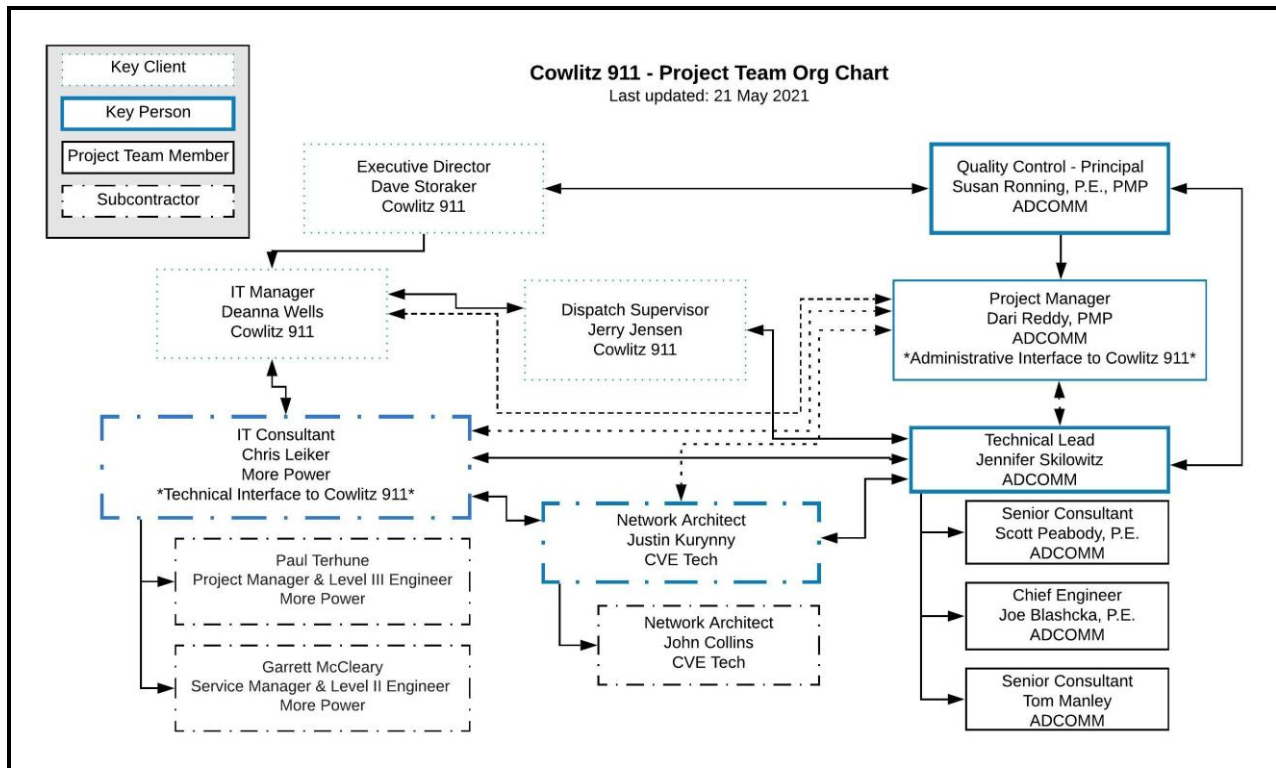


Figure 1  
Project Team Org Chart

## Project Approach

To meet these goals, the project is divided into five (5) project phases.

1. Discover: Needs Capture & Concept Design
2. Procure: Equipment & Services
3. Design: Preliminary & Detailed
4. Stage: Configure and Test
5. Deploy: Cutover and Transition

**Phase 1: Discover** captures user and system needs prior to engagement with a supplier for equipment and services. The outcome is a Concept Design, which sets the direction and scope for the project.

**Phase 2: Procure** performs the tasks associated with procurement of supplier equipment and services, including bid documents, technical and operational specifications, equipment bills of material, and vendor statements of work.

**Phase 3: Design** captures the documentation necessary to sufficiently place equipment orders and to perform lab and field testing and future field deployments.

**Phase 4: Stage** is the installation, configuration, and testing of the available equipment within a lab environment.

**Phase 5: Deploy** performs installation of equipment into its final 'field' environment, and associated testing for a single position, single subsystem, and finally integrated systems.

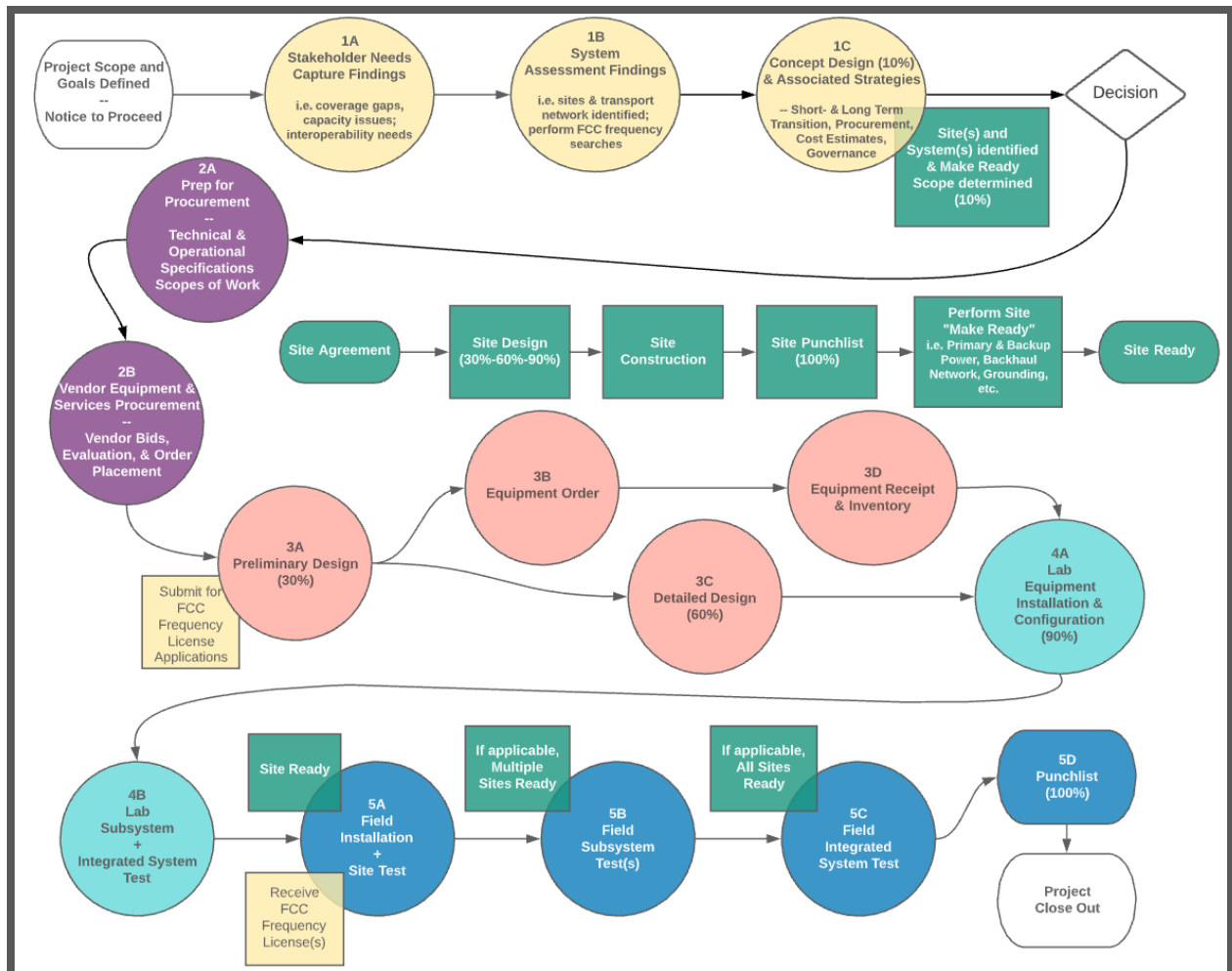


Figure 2  
Project Approach

Meanwhile, the following two major tasks must be complete and ready in advance of Phase 5:

- The Ocean Beach (OB) facility must be built and 'made-ready' to support the new or transferred equipment.
- Any new or existing equipment that requires modified FCC licenses to support the build and the move must be applied for and the new or updated license accepted.

Project management is ongoing throughout the project lifecycle to track that the project is within scope, on schedule, and within budget.

## Project Overview

The project scope includes the design of a new highly reliable and resilient IT/OT infrastructure network, and the reuse and integration of new and existing appliances and applications to be acquired or moved and integrated or planned for future decommissioning.

The equipment and systems are listed below with its designated existing versus future use. Existing equipment is currently located at Hall of Justice (HOJ) or Admin Building (Admin). New or future equipment moves to the final location at Ocean Beach (OB).

Table 1  
Equipment and Systems List, Existing Versus Future Use

No.	System or Equipment	Existing Use	Future Use
1	Dispatch CAD System	Intergraph CAD (HOJ) to stay in place for future decommission	New Spillman Flex CAD (OB) to be procured, installed, and integrated
2	Dispatch Radio System	N/A	Motorola console PCs move to OB
3	Dispatch Phone System	N/A	ECW phones move to OB
4	Dispatch Backup Radios	N/A	4x Motorola backup radios move to OB
5	Microwave (New)	Existing microwave links stay intact at HOJ	1x new microwave link added at OB connects to Rainier
7	Inter-Governmental Network (IGN)	Exists at Admin; this stays in place for use by Cowlitz County	1x new dedicated IGN connection to be added at OB 1x new VPN IGN connection to be added at HOJ
8	OT Network: Public Safety Network – PSN	Existing OT network at HOJ stays in place to support County operations; equipment moves to HOJ first floor to mitigate flood potential	New OT network designed for installation at OB
9	IT Network: Business Network – BN	Existing IT network at HOJ stays in place to support County operations; equipment moves to HOJ first floor to mitigate flood potential	New IT network designed for installation at OB
10	Public Safety Radio System	Existing equipment at HOJ stays in place; any basement equipment moves to first floor	Connectivity from new dispatch center will be via new microwave from OB to Rainier
11	Stancil Logging Recorder	N/A	Existing equipment transfers to OB
12	Business PCs & Monitors	Existing equipment at HOJ stay in place	New equipment to be procured and installed at OB
13	Printers	N/A	Existing equipment transfers to OB
14	Data (i.e., emails)	N/A	Data is transferred to OB IT/OT networks
15	Backup Dispatch	Existing 2x positions contain 1x phone, 1x mobile radio, 1x CAD connection (Admin)	All equipment moves to HOJ
16	User Agency Firewalls	N/A	New procured equipment will reside at agency locations
17	Business Phone System	N/A	New equipment deployed at OB
18	Dispatch and Admin Furniture	N/A	Existing equipment transfers to OB

## Project Tasks & Deliverables:

### Project Management Documents

- Monthly Progress Reports
- Weekly (or as directed) Meeting Notes

### **Phases 2-3: Procure & Design**

#### Technical Documents

- Procurement management:
  - ADCOMM will work with the Cowlitz 911 Public Authority on bidding and/or procurement processes to develop technical specifications as needed for direct purchase submission for Request for Proposals and/or Request for Quotes.
  - Place orders for equipment as approved and directed by the Board:
  - Acceptance of Equipment at facility in Tigard, Oregon
  - Transportation of Equipment to the Hall of Justice to a) setup and stage equipment for installation at Ocean Beach and then b) setup and stage backup center equipment from basement/ and County Administration building to the first floor of the Hall of Justice building
- Perform Preliminary and Detailed Design
  - Define technical and operational specifications for the OT and IT networks and their associated equipment
  - Determine equipment programming and configuration
  - Develop drawings, wiring diagrams, wiring lists, etc. sufficient to allow a contractor to pre-wire the site for the new, relocated, and decommissioned equipment within the various facilities: Admin building, HOJ, Ocean Beach.
- Represent the project at weekly Spillman teleconferences

### **Phase 4: Configure and Test**

#### Technical Documents

- Prep & Configure equipment for staging and installation
- Develop Subsystem Test & Installation Plans
- Develop Integrated Test Plans
- Testing & Staging equipment for installation
- Develop cutover and transition plan: a step-by-step cutover and transition plan will be developed with respect to end user operator and their maintenance personnel for the move from the old center to the new center. This process has to be carefully choreographed to minimize the disruption in the dispatch center.
- Represent the project at weekly Spillman teleconferences

### **Phase 5: Cutover and Transition**

#### Technical Documents

- Coordinate with CenturyLink to obtain new business telephone service at the new center
- Coordinate with ComTech and the State 9-1-1 Office to get the ESINet connections moved to the new center.
- Transport of Equipment to Ocean Beach from the Hall of Justice;
- Oversee installation of Equipment at Ocean Beach
- Oversee and perform testing of equipment after installation at Ocean Beach
- Training oversight: provide services to ensure systems are setup to allow for end user training prior to system acceptance and transition
- Oversee system Cutover: ADCOMM and its partners will be on site during the cutover to the new facility to assist with the move and restoration of service
- Monitoring after Cutover: ADCOMM and its partners provide technical support immediately after the move into the new facility to assist with any systems support issues
- Close out documentation

## Cost Estimate: Phases 2 through 5

ADCOMM estimates the total costs for Cowlitz 911 at: \$2,776,328

- This does NOT include furniture moves, installation / decommissioning or movement of equipment at user agency facilities, nor any items included as part of the building contractor scope of work.
- This estimate includes:
  - ADCOMM project team consultant services for Phase 2 through 5 at \$600,980
    - Total labor hours anticipated are as follows:
      - ADCOMM: \$ 211,375 (1084 hours)
      - CVE Tech: \$ 199,920 (1088 hours)
      - More Power: \$ 166,635 (1058 hours)
    - Total expenses are anticipated as follows:
      - ADCOMM: \$ 11,000
      - CVE Tech: \$ 11,000
      - More Power: \$ 1,050
  - Capital expenditures, including state & local taxes (8.1%): \$1,593,271
  - Installation contractor services, including state & local taxes (8.1%): \$242,685
  - Recurring services, first year, including state & local taxes (8.1%): \$339,392

A 10-year capital expense and operational expense plan are provided below. This includes the year one expenses above including consulting fee and installation subcontractor fees.

Table 2  
10-Year Capital Expense and Operational Expense Plan

Total Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	\$2,776,328	\$265,926	\$273,363	\$755,560	\$1,762,384	\$301,579	\$810,877	\$314,031	\$322,911	\$2,640,887
Capital Costs Totals w/ tax	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	\$1,733,024	\$55,762	\$57,435	\$533,695	\$1,534,404	\$67,301	\$570,112	\$66,583	\$68,581	\$2,379,468
Network/Transport Equipment	\$250,792	\$0	\$0	\$0	\$300,950	\$0	\$0	\$0	\$0	\$361,140
Compute/Storage Equipment	\$276,196	\$0	\$0	\$0	\$331,435	\$0	\$0	\$0	\$0	\$397,722
Phone System Equipment	\$43,889	\$0	\$0	\$0	\$52,666	\$0	\$0	\$0	\$0	\$63,200
Software/Firewall Equipment	\$397,105	\$0	\$0	\$376,339	\$38,073	\$0	\$387,630	\$0	\$0	\$444,946
CAD Equipment	\$253,776	\$0	\$0	\$0	\$304,531	\$0	\$0	\$0	\$0	\$365,437
Workstations Equipment	\$54,780	\$0	\$0	\$0	\$65,736	\$0	\$0	\$0	\$0	\$78,883
Radio Equipment*	\$316,733	\$0	\$0	\$0	\$380,080	\$0	\$0	\$0	\$0	\$456,096
Network/Transport - subscription &/or vendor support	\$54,916	\$52,667	\$54,247	\$55,874	\$57,551	\$63,817	\$61,055	\$62,887	\$64,774	\$66,717
Compute/Storage-subscription &/or vendor support	\$69,671	\$0	\$0	\$83,605	\$0	\$0	\$100,326	\$0	\$0	\$120,391
Phone System - subscription &/or vendor support	\$15,166	\$3,095	\$3,188	\$17,877	\$3,382	\$3,484	\$21,101	\$3,696	\$3,807	\$24,936
Operational Cost w/ Tax	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	\$199,639	\$210,164	\$215,928	\$221,865	\$227,980	\$234,278	\$240,765	\$247,448	\$254,330	\$261,419
Managed IT Services (Unlimited Remote/On-Site Monthly Support)	\$181,608	\$192,133	\$197,897	\$203,834	\$209,949	\$216,247	\$222,734	\$229,417	\$236,299	\$243,388
Software: subscription &/or vendor support	\$18,031	\$18,031	\$18,031	\$18,031	\$18,031	\$18,031	\$18,031	\$18,031	\$18,031	\$18,031
Project Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	\$843,665									
Consulting Fee (Phase 2-5)	\$600,980									
Installation Contractor Fees (Phase 4-5)	\$242,685									

\*Radio Maintenance Not Included

## Project Schedule

The remainder of the project schedule anticipates an overall duration of approximately 11 to 13 months.

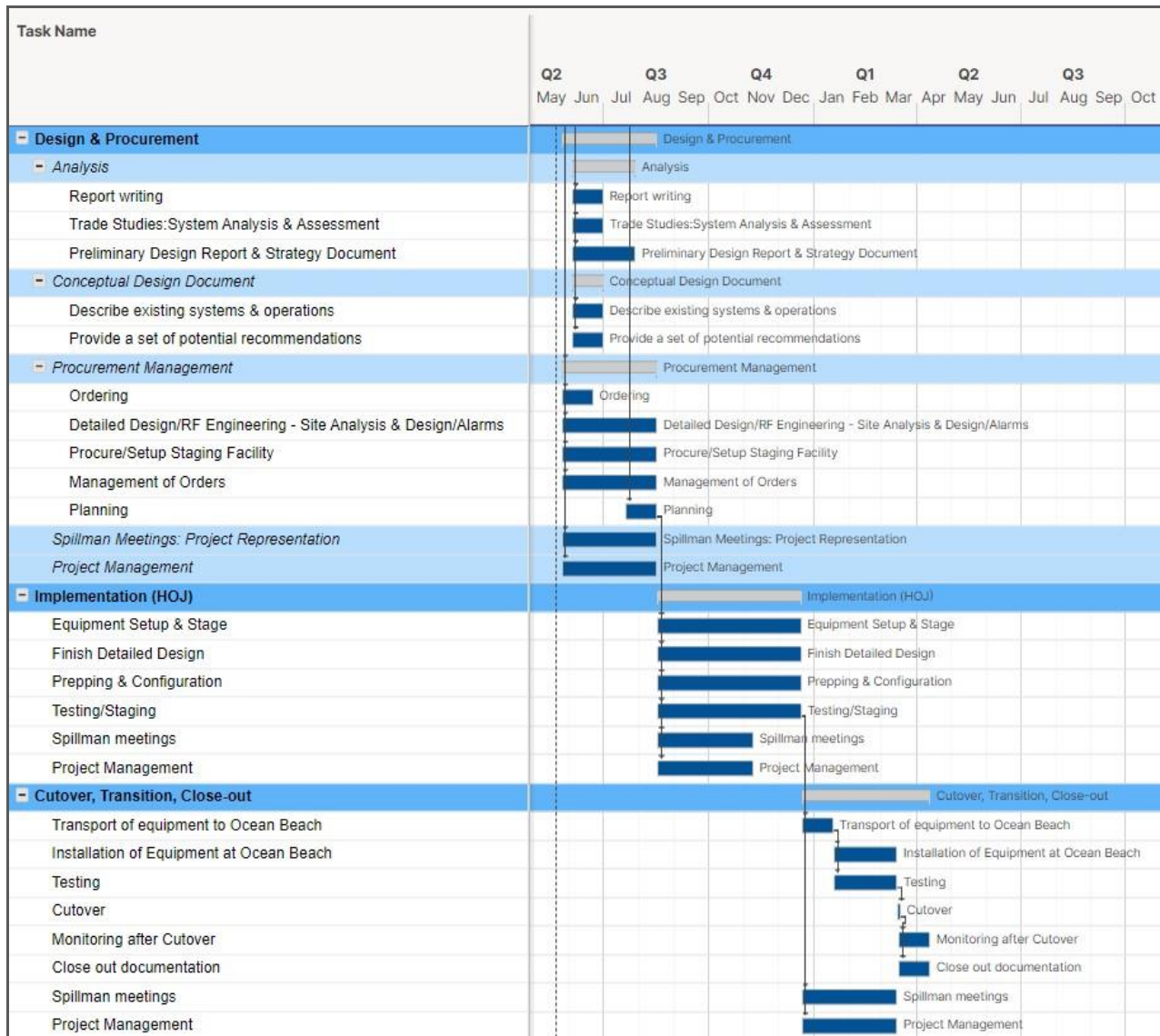


Figure 3  
Phase 2-5 Project Schedule

In the event the Contractor, or its agents or assigns, are unable to complete their work as scheduled, the contract period and compensation may be adjusted by the mutual written agreement of the Cowlitz 911 P.A. and Contractor.



**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the Cowlitz 911 P.A. shall pay to the Contractor a fixed fee of \_\_\_\_\_ DOLLARS (\$) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than  bi-monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) \_\_\_\_\_ .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

**b. HOURLY RATES:** For services rendered, the Cowlitz 911 P.A. shall compensate the Contractor at the following hourly rates:

<b><i>Name/Position</i></b>	<b><i>Hourly Rate</i></b>
<u>ADCOMM Engineering LLC</u>	
Principal	\$195
Chief Engineer	\$195
Senior Consultant	\$165
Consultant	\$145
Project Manager	\$135
Office Manager	\$65
 <u>More Power Technology</u>	
IT Consultant	\$158
Level 3 Technical Specialist	\$158
Level 2 Technical Specialist	\$158
 <u>CVE Tech</u>	
Network Architect	\$184
Project Manager	\$132

Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) \_\_\_\_\_ .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; and payment amount requested.

In no event shall Contractor be compensated in excess of \$600,980 DOLLARS for the completed work set forth in Attachment "A."

**2. AND**

**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

**OR**

**b.** The Cowlitz 911 P.A. shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to Cowlitz 911 P.A. employees traveling on Cowlitz 911 P.A. business.

**OR**

**c.** Other (specify) The Cowlitz 911 P.A., in addition to the compensation herein set forth, shall provide to the Contractor the following:

**GENERAL CONDITIONS**

1. Scope of Contractor's Services. The Contractor agrees to provide to the Cowlitz 911 P.A. the services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the Cowlitz 911 P.A., except as provided for herein.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the Cowlitz 911 P.A. will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the Cowlitz 911 P.A. Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any Cowlitz 911 P.A. benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Cowlitz 911 P.A. employees. The Contractor represents that it maintains a separate place of business, serves clients other than the Cowlitz 911 P.A., will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either state or federal authorities determine that an employer/employee or master/servant relationship exists, rather than an independent contractor relationship, such that Cowlitz 911 P.A. is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Cowlitz 911 P.A. for any payments made or required to be made by Cowlitz 911 P.A. thereby. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that said reimbursement by the Contractor may be made by Cowlitz 911 P.A. deducting from such future payments to the Contractor the amount to be reimbursed.

Notwithstanding any determination by the state or federal authorities that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Cowlitz 911 P.A. provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the Cowlitz 911 P.A. at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review, including by any federal or state auditor. Cowlitz 911 P.A. shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient and/or necessary by Cowlitz 911 P.A. Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by Cowlitz 911 P.A. agents or employees, inspection of all records or other materials which the Cowlitz 911 P.A. deems pertinent to the Agreement and its performance, and

any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, to Cowlitz 911 P.A., State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all such agreed modifications shall be in writing, signed by each of the parties, to be effective.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, Cowlitz 911 P.A. may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and, at Cowlitz 911 P.A.'s sole discretion, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to Cowlitz 911 P.A. resulting from such default(s), shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the Cowlitz 911 P.A. in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by Cowlitz 911 P.A. by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason by a competent authority that the Contractor was not in default, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. Cowlitz 911 P.A. may terminate the contract, in whole or in part, whenever Cowlitz 911 P.A. determines, in its sole discretion, that such termination is in the interests of Cowlitz 911 P.A. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed and completed. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by Cowlitz 911 P.A. at any time during the term of the agreement, whether for default or convenience, shall not constitute a breach of contract by Cowlitz 911 P.A.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited through no fault of Cowlitz 911 P.A., Cowlitz 911 P.A. may terminate this contract upon thirty (30) days written notice to the Contractor. No penalty or expense shall accrue to the Cowlitz 911 P.A. in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
  - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
  - (b) The Contractor shall provide Cowlitz 911 P.A. with an accounting of authorized services provided through the effective date of termination.
  - (c) If the Agreement has been terminated for default by the Contractor, Cowlitz 911 P.A. may withhold a sum from the final payment to the Contractor that the Cowlitz 911 P.A. reasonably determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. Contractor shall defend, indemnify and hold the Cowlitz 911 P.A. its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or

omissions of the Contractor or its agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of Cowlitz 911 P.A..

However, 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 the Contractor and Cowlitz 911 P.A., its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's 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 Agreement.

14. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the law of the State of Washington.
15. Withholding Payment. In the event Cowlitz 911 P.A. Executive Director determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then Cowlitz 911 P.A. may withhold from amounts otherwise due and payable to Contractor the amount reasonably determined by the P.A. as necessary to cure the default, until the Cowlitz 911 P.A. Executive Director determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach of contract, entitling Contractor to termination or damages, provided that the Cowlitz 911 P.A. promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of Cowlitz 911 P.A. Executive Director set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. Cowlitz 911 P.A. may act in accordance with any determination of Cowlitz 911 P.A. Executive Director which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, and/or (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the Cowlitz 911 P.A. under this clause.
16. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
17. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to Cowlitz 911 P.A. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
18. Patent/Copyright Infringement. Contractor will defend, indemnify and hold harmless Cowlitz 911 P.A., its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the Cowlitz 911 P.A., its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on

any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the Cowlitz 911 P.A., its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

- (a) That Contractor shall be notified promptly in writing by Cowlitz 911 P.A. of any notice of such claim.
- (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for Cowlitz 911 P.A. the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the Cowlitz 911 P.A.

19. Disputes:

- (a) General. Differences between Contractor and Cowlitz 911 P.A., arising under and by virtue of the contract documents or by law, shall be brought to the attention of Cowlitz 911 P.A. at the earliest possible time, in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the Cowlitz 911 P.A. Executive Director shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the Cowlitz 911 P.A. Executive Director, a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the Cowlitz 911 P.A. Executive Director are in error.

In connection with any appeal under this clause, Contractor and Cowlitz 911 P.A. shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted, unless otherwise agreed by the parties in writing. The decision of the Cowlitz 911 P.A. Executive Director for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Cowlitz County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the Cowlitz 911 P.A. Executive Director or the Cowlitz 911 P.A. , or (2) the happening of any event or occurrence, unless the Contractor has given the Cowlitz 911 P.A. a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the Cowlitz 911 P.A.. The written Notice of Potential Claim shall set forth the reasons Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the Cowlitz 911 P.A. , the Contractor has given the Cowlitz 911 P.A. a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

20. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement, shall be the sole and absolute property of the Cowlitz 911 P.A. and constitute "work made for hire" as

that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

21. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the Cowlitz 911 P.A. Executive Director's sole discretion, be required to repay to Cowlitz 911 P.A. all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the Cowlitz 911 P.A. Executive Director by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the Cowlitz 911 P.A. Executive Director demands repayment of funds.

22. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the Cowlitz 911 P.A. Executive Director or designee. For purposes of this Agreement, the Cowlitz 911 P.A. Executive Director is:

Name: Dave Storaker  
 Title: 911 Executive Director  
 Department: Cowlitz 911 Public Authority  
 Address: 312 SW 1<sup>st</sup> AVE  
 Kelso, WA 98626  
 Telephone: 360-560-0907  
 E-mail: StorakerD@co.cowlitz.wa.us

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Cowlitz 911 P.A. Executive Director, as to the extent and character of the work to be done, shall govern subject to the Contractor's right to appeal that decision as provided herein.

23. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
24. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between Cowlitz 911 P.A. and Contractor. The Contractor shall ensure that, in all subcontracts entered into, Cowlitz 911 P.A. is named as an express third-party beneficiary of such contracts with full rights as such.
25. Third Party Beneficiaries. This agreement is intended for the benefit of the Cowlitz 911 P.A. and Contractor and not for the benefit of any third parties.
26. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

27. Time is of the Essence. Time is of the essence in the performance of this contract, unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work or of any modification in writing thereof
28. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the Cowlitz 911 P.A. Executive Director. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
29. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
30. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
  - (a) Applicable federal, state and local statutes, ordinances and regulations;
  - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
  - (c) Special Terms and Conditions (Attachment D); and
  - (d) General Conditions (Attachment C).
31. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
32. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be reimbursed for reasonable attorney fees and legal costs.
33. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
34. Survival. These General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive, shall also survive.
35. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.



**SPECIAL TERMS AND CONDITIONS**  
**AND RETIREMENT STATUS FORM**

1. **Reporting.** The Contractor shall submit written progress reports to the Cowlitz 911 P.A. Executive Director as set forth below:

- With each request for payment.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.
- Project completion.
- Other (specify) Regular meetings will be scheduled between contractor and Cowlitz 911, contractor will provide timely electronic progress reports or minutes of the meetings, and as prudent include plans, schedules, benchmarks, action items, and current timelines to attendees and Cowlitz 911 P.A. staff or agents.

Progress reports shall include, at a minimum, the following: Weekly progress reports, weekly meetings with Cowlitz 911 P.A. staff and reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. Cowlitz 911 P.A. , its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

If the Contractor maintains higher insurance limits than the minimums shown below, Cowlitz 911 P.A. shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished the Cowlitz 911 P. A. evidences limits of liability lower than those maintained by the Contractor.

- COMMERCIAL GENERAL LIABILITY:**  
Bodily injury, including death and property damage.  
\$2,000,000 per occurrence

TECHNOLOGY ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY

Network Security (Cyber) and Privacy Insurance shall be written on an occurrence-based form and include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Public Entity data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Public Entity or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

Endorsement (two year tail).

\$1,000,000 per occurrence and

\$1,000,000 policy aggregate limit.

WORKERS COMPENSATION: Statutory amount

AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death and property damage

\$1,000,000 Combined Single Limit per occurrence

All Contractor's and Contractor's subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory as respects to the Cowlitz 911 P.A.'s coverage. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the Cowlitz 911 P.A. shall be excess and not contributory to such insurance policies. All Contractor's and Contractor's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the Cowlitz 911 P.A. The Cowlitz 911 P.A. reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the Cowlitz 911 P.A. reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$10,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the Cowlitz 911 P.A. in writing. For any deductibles or self-insured retentions

exceeding \$10,000 or any stop-loss provisions, the Cowlitz 911 P.A. shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval.

Contractor hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with amendatory endorsements including but not limited to the additional insured endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the Cowlitz 911 P.A. receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to: ATTN: Risk Manager, Cowlitz 911 Public Authority 312 SW 1<sup>st</sup>, Ave, Kelso, WA 98626. This Agreement shall be *void ab initio* if the proof of coverage is not timely supplied.

The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the Contractor.

Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Contractor's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor. This Agreement shall be *void ab initio* if the proof of coverage is not timely supplied.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

- 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Fifty Dollars (\$50.00) per day as liquidated damages and not as a penalty because the Cowlitz 911 P.A. finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.
- 4. Other (specify)

**COWLITZ 911 P.A. RETAINS THIS FORM**

***Consulting firm service providers must complete and sign***

- 5. WA Department of Retirement Systems: Independent Contractor Verification and State Retirement Status Reporting Form [WAC 415-02-110; DRS Email 13-011; DRS Email 09-001]

**SECTION 1: CONTRACTOR COMPLETES THIS SECTION AND SIGNS:**

Contractor verifies no person on site can be under 65 with early retirement benefits through DRS. If Cowlitz 911 is billed for an overpayment by DRS benefits, Adcomm is liable for the overpayment.

**ACCEPT**

CONTRACTOR (Full, individual name of contractor): Susan Ronning

Signature:  Title: Principal

Date: 06/03/2021

**COWLITZ 911 P.A. RETAINS THIS FORM**

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**COVID CONTROL POLICY**

Effective Date:12/01/2020

Amended Date: 06/09/2021**SUBJECT: COVID-19 EXPOSURE CONTROL PROGRAM****I. POLICY**

In recognition of the evolving impact of the coronavirus (COVID-19) outbreak, COWLITZ 911 will temporarily add an Infectious Disease Control Program that will help support health and safety of our employees while mitigating risks.

In order to assist in the impact of COVID related absences, COWLITZ 911 will temporarily add an option for administrative paid leave for employees required to quarantine and/or to care for themselves if affected by COVID.

**II. PROCEDURES****COVID-19 INFECTIOUS DISEASE CONTROL PROGRAM****a. General Expectations of all Employees**

- Before coming into work notify the supervisor or Director if you have COVID-19 or flu and cold like symptoms or have been exposed to COVID-19.
- Stay home if you are sick
- Avoid others that are sick
- If possible take your temperature prior to leaving for work, if you have an abnormal temperature, contact your supervisor before going to work.
- ~~All persons entering the Comm Center will take their temperature and log it at the north door. If you have an irregular temperature leave the building and notify your supervisor, HR, or the Director Immediately.~~
- Wash hands, use hand sanitizer or disinfectant wipes upon entry into the building
- Regularly throughout the day wash hands with soap and water or use hand sanitizer.
- Avoid touching your nose, mouth, and eyes.
- Cover your coughs and sneezes with a tissue or the inside of your elbow.
- Wash your hands or use hand sanitizer after coughing, sneezing, blowing your nose, or coming into contact with others.
- Refrain from using other employees' phones, desks, tools, equipment, or work stations, except after sanitizing such equipment.

- Disinfect work area, equipment and objects regularly
- Use disinfecting wipes on door handles, refrigerator doors, microwave, garbage can lids, or locations that are likely to be touched frequently by others.
- Minimize face to face contact
- Practice social distancing of 6 feet
- Limit travel to only what is essential
- Employees who have been exposed or potentially exposed have the right to confidentiality to the highest extent possible. Supervisors will be conscientious about employee's medical situations and only share information on a need to know basis. If there are questions or concerns surrounding confidentiality, please contact your supervisor.

b. Maintain Social Distancing Guidelines

- Moving in the hallways, or moving about in the common areas, entering and leaving the building
- In the breakroom when more than one additional person is present (while eating, space yourselves to maintain 6 feet of separation)
- On the way to the bathroom and breakroom when passing other employees where you cannot stay 6 feet apart, step back to an area and allow the other person to pass by.
- Working in shared spaces or conference room maintain social distancing, wear a mask if possible
- Interacting with the general public (for CD pickup at DEM door, meetings with outsiders, etc. wear a mask.).

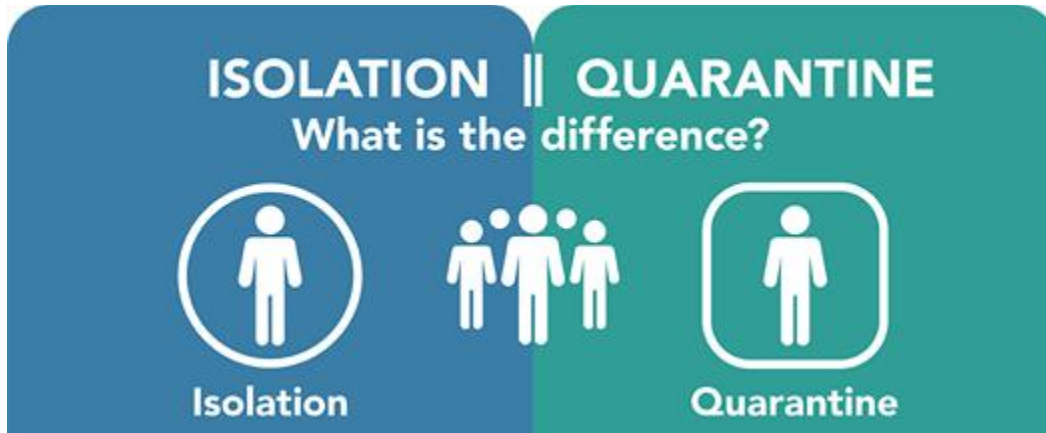
c. Additional Measures to be taken by COWLITZ 911

- Only essential people are allowed into building, ~~and~~ Unvaccinated individuals are required to wear masks while interacting with Cowlitz 911 employees.
- Additional cleaning and disinfecting work spaces and common areas by employees.
- Management will provide additional PPE (personal protective equipment) based on job duties and working area.

### III. EXPOSURE

- a. **If you have had close contact with someone who has tested positive for COVID-19 but you are not sick** you should stay home and away from others. Verify you are absent cold or flu symptoms for 10 days from the last day you had close contact with the COVID positive person. Notify your supervisor, the Director or HR. You may be asked to provide a negative COVID test before returning to work.

- b. **If you have close contact with someone who has tested positive for COVID-19 and you experience cold or flu like symptoms**, you should stay home and away from other people, if possible including household members (self-isolate), even if you have very mild symptoms. In addition, you should follow CDC recommended steps (see <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>). Do not return to work until you have been evaluated by a healthcare provider. You will be required to provide a negative COVID test result prior to returning to work.



**Isolation:**

If you have COVID-19 symptoms, or have tested positive for COVID-19. Isolation means you stay home and away from others (including household members and pets) for the recommended period of time to avoid spreading illness.

**How long do I need to isolate myself?**

If you have confirmed or suspected COVID-19 and have symptoms, you can end home isolation when:

- It's been at least 24 hours with no fever without using fever-reducing medication **AND**
- Your symptoms have improved, **AND**
- At least 10 days since symptoms first appeared.

If you test positive for COVID-19, but have not had any symptoms, you can end home isolation when:

- At least 10 days have passed since the date of your first positive COVID-19 test, **AND**
- You have had no subsequent illness.

**Quarantine:**

Potential exposure to COVID-19. Quarantine means you stay home and away from others for the recommended period of time in case you are infected and are contagious. Quarantine becomes isolation if you later test positive for COVID-19 or develop COVID-19 symptoms.

**What if exposure was at work:**

The Agency will have exposed work areas cleaned and sanitized. In partnership with Public Health, notifications will be sent to potentially exposed employees. The agency may employ alternative work locations or contingency schedules as needed to maintain operations.

**IV. PAID ADMINISTRATIVE LEAVE FOR COVID-RELATED ABSENCES**

- ~~a. COWLITZ 911 will provide pay equivalent to full-time hourly rate for up to 80 hours of time under the following COVID-related circumstances. If more than 80 hours of time off is required an employee's own sick time may be used, an employee may submit a formal request to the Director for a variance to exceed 80 (eighty) hours of paid administrative leave under certain circumstances, or employee may also qualify and apply for WA State Paid Medical Family Leave.~~
- ~~b. Circumstances in which employees would qualify for paid COVID-related administrative leave:
  - ~~• The employee is diagnosed with COVID-19 or is experiencing symptoms of COVID-19 and is awaiting results of a COVID-19 test~~
  - ~~• The employee has been asked by COWLITZ 911, a doctor, or a government agency to quarantine or self-isolate due to exposure.~~
  - ~~• Any employee following the policy guidelines in section III. Exposure a. and b. isolation and quarantine guidelines of the CDC or as stated in this policy.~~~~

**V.IV. TESTING**

- a. If COWLITZ 911 requests or requires you be tested, the agency will pay for the cost of the co-pay or full-cost the COVID test (if not covered by insurance).
- b. COWLITZ 911 will assist employee in locating available test if needed



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Effective Date:12/01/2020

Amended Date: 06/09/2021

**SUBJECT: COVID-19 EXPOSURE CONTROL PROGRAM**

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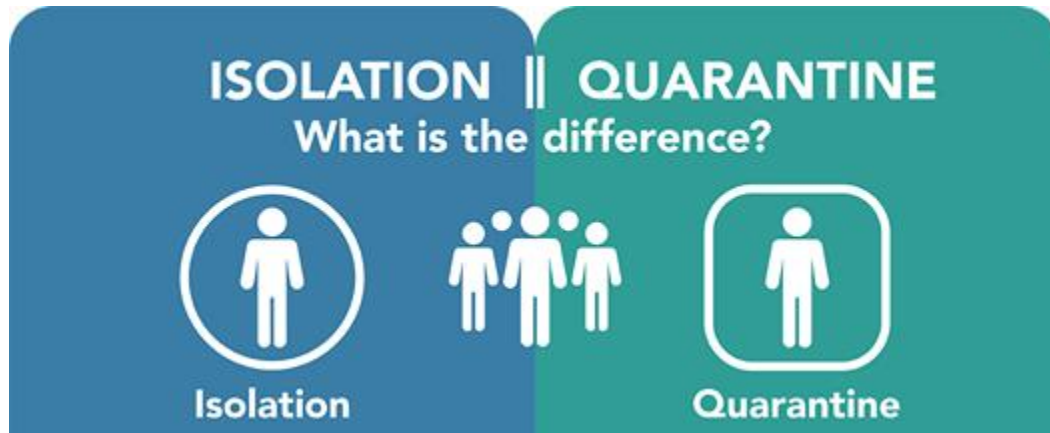
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