

Cowlitz 911 Public Authority Board of Directors

Meeting Agenda

Wednesday December 18, 2024 @ 10:00 AM

Hybrid – Cowlitz 911 & Zoom

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. 11/20/2024 Meeting Minutes

Recommended Action: A motion to approve the meeting minutes from 11/20/24.

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 – Board Action

The following transactions are approved as presented

ACCOUNT	TRANS NUMBER	AMOUNT
Payroll 11/20/24	1447 – 1489	\$131,765.06
Payroll 12/05/24	1530 – 1565	\$142,749.86
Claims 11/27/24	1511 – 1529	\$41,818.17
TOTAL		\$316,333.09

Recommended Action: Motion to approve the payables as presented.

6. Finance Report

7. Audit Update

8. Extension of Employment Contract with Deanna Wells – Board Action

9. Extension of Contract with Cowlitz 2 Fire & Rescue – Board Action

10. Extension of Contract with Medix – Board Action

11. Board Comments/Board Committee Reports

A. LAW TAC Update

B. FIRE TAC Update

12. Director's Report

A. Staffing Update

B. Climate & Culture

C. Radio Project Update

13. Old Business

14. Executive Session: RCW 42.30.110(1)(b) & RCW 42.30.110(1)(i)

15. Adjournment

Cowlitz 911 Public Authority Board of Directors

Meeting Minutes

Wednesday November 20th, 2024 @ 10:00 AM

Hybrid – Cowlitz 911 & ZOOM

Attendance

Board Members: Ruth Kendall (alternate, voting); Andy Hamilton; Alan Headley; Brad Thurman; Robert Huhta; Bill LeMonds; Charlie Worley

Staff: Briana Harvill; Jerry Jensen; Jessica Weygandt; Frank Randolph (general counsel); Michelle Arrowsmith

Guests: Rich Fletcher; Scott Goldstein; Spencer Salley; Rob Castro; Seth Hart; John Clark; Jason Kester

Board Members Absent and No Alternate: Rick Dahl; Jim Duscha

1. Call to Order and Introductions

Headley called the meeting to order at 10:08 AM.

2. Approval of the Agenda

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

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

3. Approval of Meeting Minutes

A. October 16, 2024, Meeting Minutes

Recommended Action: A motion to approve the meeting minutes from October 16, 2024, Meeting Minutes.

Hamilton made a motion to approve the 10/16/2024 meeting minutes as presented. Worley seconded; all in favor, motion carried.

4. Public Comment

The public comment period allows any member of the public to speak to any item that is not on the regular agenda.

5. Payables:

ACCOUNT	TRANS NUMBER	AMOUNT
Payroll 10/18/24	1290 – 1325	\$130,765.50
Payroll 10/23/24	1350 – 1354	\$13,963.06
Payroll 11/05/24	1373 – 1409	\$142,387.29
Claims 10/24/24	1355 – 1372	\$36,353.23
Claims 11/14/24	1412 – 1444	\$234,448.78
TOTAL		\$557,917.86

Recommended Action: Motion to approve the payables as presented.

Jessica Weygandt pointed out to the Board that the payables total of \$700, 305.15 was incorrect and the actual total was \$557,917.86. Headley made a motion to approve payables with the correct total recorded in the minutes. Hamilton seconded; all in favor, motion carried.

6. Resolution 2024-004: COLA and Benefits for Non-Represented Staff – Board Action

Recommended Action: Approve Resolution 2024-004 as presented

LeMonds made a motion to approve Resolution 2024-004 as presented. Headley seconded; all in favor, motion carried.

7. Resolution 2024-005: Approve and Adopt 2025 Budget – Board Action

Recommended Action: Motion to approve Resolution 2024-005 as presented.

Headley made a motion to approve Resolution 2024-005 as presented. LeMonds seconded; all in favor, motion carried.

8. Board Comments/Board Committee Reports

A. LAW TAC Update: No update

B. FIRE TAC Update: There were several projects discussed, such as the changes in responses to I5 – effective November 20th - for unknown injuries on the freeway.

- i. **Fire Radio Manual** – The Board pointed out that the manual still referenced AMR instead of Medix. LeMonds made a motion to approve the Fire Radio Manual noting that Medix is now transporting in the County and not AMR. Headley seconded; all in favor, motion carried.

9. Director's Report

A. **Staffing Update:** Have extended a job offer for the radio manager position to Justin Stennick. The tentative start date is January 11, 2025. We are continuing to interview for open dispatcher positions. We are down 8 dispatchers and have extended job offers to 5 with 7 more applicants to process. Andrea is in her 3rd month of training and doing well. Michelle will mostly take over operations at the end of the month and Jerry will begin his cross training with Deanna after he returns from vacation.

B. **Climate & Culture:** Supervisors have assumed their shifts and have begun the work of developing our new annual evaluation process. Standards are being developed and the climate is positive. We have scheduled an annual employee recognition event in February and our Board Appreciation BBQ is in the planning phase. Hope to hold this in July around the date of our anniversary of the new building.

C. **Radio Project Update:** MNI engineers performed path and site surveys and frequency coordination at Rainier, Signal, Abernathy, and Columbia Heights the week of November 4th. The microwave and antenna replacement project is progressing on schedule. APS has completed the battery bank replacements at Speelyai, Signal, Columbia Heights, Cold Water, Abernathy, and Davis and will close out the project this week. The final battery replacement began Monday November 18th at our Rainier site. This will be completed on Friday. We expect no interruption of service. We have replaced the 24V with DCP 24/48V. Jessica and Deanna have worked with the grant manager and submitted the performance and financial reports and requested an extension on the grant fund project through December 31, 2025. The current pending radio projects are as followed. Complete microwave and antenna replacements at Rainier to Abernathy, Davis, Signal and Columbia Heights. Will be meeting with the Woodland Public Works Director next week to discuss the Water Treatment Plant location. Build out or improve the Woodland and Deer Island sites. Installation of ice shields at multiple tower sites and generator replacements at multiple tower sites (some generators

are 20 years old). The radio console updates are scheduled for December 9th. Ops met with Motorola and Day Wireless on November 14th to discuss potential impacts. This is regular maintenance and software updates. There are no additional costs to 911 as it's part of our maintenance agreement. 8 trees were removed at our Davis site, with the permission of the property owner. This has cleared the microwave path between Davis and Rainier sites. Deanna received the Motorola radio upgrade quote on 11/13/2024. This did not provide adequate time for staff to review the quote and make a recommendation to the Board at this meeting. 911 staff will review the quote and evaluate all options moving forward. Expect an updated report/recommendation at the December meeting.

10. Old Business: N/A

11. Executive Session: N/A

12. Adjournment: 10:33 AM

Brad Thurman, Board Chair

Attest:

Briana Harvill, Clerk of the Board

CHECK REGISTER

2790 Ocean Beach Hwy

Time: 16:27:52 Date: 12/10/2024

11/20/2024 To: 11/20/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1447	11/20/2024	Payroll	1	EFT	COWLITZ COUNTY TREASURER'S OFFICE (IRS)		ERROR ON PAYROLL OT ENTRY THAT AFFECTED THIS TRANSACTION. NEED TO DELETE & RE-RUN CORRECTED CHECK
1449	11/20/2024	Payroll	1	0	WASHINGTON STATE DEPT OF RETIREMENT		ERROR ON PAYROLL OT ENTRY THAT AFFECTED THIS TRANSACTION. NEED TO DELETE & RE-RUN CORRECTED CHECK
1485	11/20/2024	Payroll	1	EFT	COWLITZ COUNTY TREASURER'S OFFICE (IRS)	24,814.14	941 Deposit for Pay Cycle(s) 11/20/2024 - 11/20/2024
1478	11/20/2024	Payroll	1	13403	MICHELLE SIMS	3,259.15	
1448	11/20/2024	Payroll	1	13404	KAISER PERMANENTE MEMBERSHIP ADMIN	3,863.54	Pay Cycle(s) 11/20/2024 To 11/20/2024 - MEDICAL-KAISER
1450	11/20/2024	Payroll	1	13405	WCIF	7,465.28	Pay Cycle(s) 11/20/2024 To 11/20/2024 - MEDICAL-WCIF; Pay Cycle(s) 11/20/2024 To 11/20/2024 - LIFE INS BUYUP; Pay Cycle(s) 11/20/2024 To 11/20/2024 - AD-D BUYUP
1486	11/20/2024	Payroll	1	13406	WASHINGTON STATE DEPT OF RETIREMENT	13,843.64	Pay Cycle(s) 11/20/2024 To 11/20/2024 - PSERS2; Pay Cycle(s) 11/20/2024 To 11/20/2024 - PERS2; Pay Cycle(s) 11/20/2024 To 11/20/2024 - PERS3
1489	11/20/2024	Payroll	1	13407	WASHINGTON STATE DEPT OF RETIREMENT	395.70	11/20/24 PR
1451	11/20/2024	Payroll	2	EFT	CAPSCO	50.00	Pay Cycle(s) 11/20/2024 To 11/20/2024 - ASSN FEE
1452	11/20/2024	Payroll	2	EFT	COWLITZ 911 EMERGENCY SERVICES ASSN	785.00	Pay Cycle(s) 11/20/2024 To 11/20/2024 - UNION DUES; Pay Cycle(s) 11/20/2024 To 11/20/2024 - INITIATION FEE
1453	11/20/2024	Payroll	2	EFT	EMPOWER TRUST COMPANY, LCC	4,649.28	Pay Cycle(s) 11/20/2024 To 11/20/2024 - DEF COMP
1454	11/20/2024	Payroll	2	EFT	HRA VEBA	7,325.00	Pay Cycle(s) 11/20/2024 To 11/20/2024 - VEBA
1455	11/20/2024	Payroll	2	EFT	REHN AND ASSOCIATES	425.00	Pay Cycle(s) 11/20/2024 To 11/20/2024 - HSA
1457	11/20/2024	Payroll	2	EFT	JONATHAN C AGUIRRE	2,002.96	
1458	11/20/2024	Payroll	2	EFT	MICHELLE R ARROWSMITH	3,456.27	
1459	11/20/2024	Payroll	2	EFT	DANNYKA BAKER	1,197.29	
1460	11/20/2024	Payroll	2	EFT	KATIE M COSGROVE	2,528.02	
1461	11/20/2024	Payroll	2	EFT	KATHRYN DAVIS	1,860.86	
1462	11/20/2024	Payroll	2	EFT	JOSHUA EVALD	2,809.86	
1463	11/20/2024	Payroll	2	EFT	MISTI GIBBS	2,151.09	
1464	11/20/2024	Payroll	2	EFT	MARIA GILBERT	2,391.83	
1465	11/20/2024	Payroll	2	EFT	BRIANA HARVILL	2,273.78	
1466	11/20/2024	Payroll	2	EFT	TARA HUHTA	1,995.67	
1467	11/20/2024	Payroll	2	EFT	JERRY JENSEN	3,270.59	
1468	11/20/2024	Payroll	2	EFT	JEREMY KIRK D	3,524.91	
1469	11/20/2024	Payroll	2	EFT	ANNA LAUDENSCHLAGER	2,693.49	
1470	11/20/2024	Payroll	2	EFT	JULIA MARTIN	2,737.09	
1471	11/20/2024	Payroll	2	EFT	ANDREA R MATZKE	1,614.46	

CHECK REGISTER

2790 Ocean Beach Hwy

Time: 16:27:52 Date: 12/10/2024

11/20/2024 To: 11/20/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1472	11/20/2024	Payroll	2	EFT	TRACEY MORSE	2,514.07	
1473	11/20/2024	Payroll	2	EFT	ASHLYN MUNSON	2,568.60	
1474	11/20/2024	Payroll	2	EFT	TRISTA OJALEHTO	2,227.10	
1475	11/20/2024	Payroll	2	EFT	SAMANTHA PERRY	3,441.39	
1476	11/20/2024	Payroll	2	EFT	KAYLEE SCHAEFER	824.26	
1477	11/20/2024	Payroll	2	EFT	ROBERT SCHAEFER	2,833.84	
1479	11/20/2024	Payroll	2	EFT	BRANNON STARR	2,511.69	
1480	11/20/2024	Payroll	2	EFT	REBECCA SWANSON	2,119.09	
1481	11/20/2024	Payroll	2	EFT	DON TURRENTINE	4,405.55	
1482	11/20/2024	Payroll	2	EFT	DEANNA WELLS	2,445.33	
1483	11/20/2024	Payroll	2	EFT	JESSICA M WEYGANDT	2,490.24	

001 OPERATIONS

131,765.06

131,765.06 Payroll: 131,765.06

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.

_____	C2FR	_____
Brandi Ballinger, Signature	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 in this report and we approve payment with our signatures below.

_____	_____
Budget Finance Manager, Signature	Date
_____	_____
Executive Director, Signature	Date
_____	_____
Board Chair, Signature	Date

CHECK REGISTER

2790 Ocean Beach Hwy

Time: 16:30:19 Date: 12/10/2024

12/05/2024 To: 12/05/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1557	12/05/2024	Payroll	1	EFT	COWLITZ COUNTY TREASURER'S OFFICE (IRS)	26,710.96	941 Deposit for Pay Cycle(s) 12/05/2024 - 12/05/2024
1551	12/05/2024	Payroll	1	13427	MICHELLE SIMS	4,257.73	
1558	12/05/2024	Payroll	1	13428	KAISER PERMANENTE MEMBERSHIP ADMIN	3,863.55	Pay Cycle(s) 12/05/2024 To 12/05/2024 - MEDICAL-KAISER
1559	12/05/2024	Payroll	1	13429	WASHINGTON STATE DEPT OF RETIREMENT	14,708.12	Pay Cycle(s) 12/05/2024 To 12/05/2024 - PSERS2; Pay Cycle(s) 12/05/2024 To 12/05/2024 - PERS2; Pay Cycle(s) 12/05/2024 To 12/05/2024 - PERS3
1560	12/05/2024	Payroll	1	13430	WCIF	11,472.88	Pay Cycle(s) 12/05/2024 To 12/05/2024 - MEDICAL-WCIF; Pay Cycle(s) 12/05/2024 To 12/05/2024 - LIFE INS BUYUP; Pay Cycle(s) 12/05/2024 To 12/05/2024 - AD-D BUYUP
1530	12/05/2024	Payroll	2	EFT	JONATHAN C AGUIRRE	2,447.47	
1531	12/05/2024	Payroll	2	EFT	MICHELLE R ARROWSMITH	3,914.68	
1532	12/05/2024	Payroll	2	EFT	DANNYKA BAKER	1,322.07	
1533	12/05/2024	Payroll	2	EFT	KATIE M COSGROVE	2,474.73	
1534	12/05/2024	Payroll	2	EFT	KATHRYN DAVIS	2,145.19	
1535	12/05/2024	Payroll	2	EFT	JOSHUA EVALD	2,852.31	
1536	12/05/2024	Payroll	2	EFT	MISTI GIBBS	2,429.73	
1537	12/05/2024	Payroll	2	EFT	MARIA GILBERT	2,530.18	
1538	12/05/2024	Payroll	2	EFT	BRIANA HARVILL	2,271.79	
1539	12/05/2024	Payroll	2	EFT	TARA HUHTA	2,172.00	
1540	12/05/2024	Payroll	2	EFT	JERRY JENSEN	5,601.03	
1541	12/05/2024	Payroll	2	EFT	JEREMY KIRK D	3,526.90	
1542	12/05/2024	Payroll	2	EFT	ANNA LAUDENSCHLAGER	3,181.25	
1543	12/05/2024	Payroll	2	EFT	JULIA MARTIN	2,502.53	
1544	12/05/2024	Payroll	2	EFT	ANDREA R MATZKE	1,768.02	
1545	12/05/2024	Payroll	2	EFT	TRACEY MORSE	2,703.27	
1546	12/05/2024	Payroll	2	EFT	ASHLYN MUNSON	1,936.08	
1547	12/05/2024	Payroll	2	EFT	TRISTA OJALEHTO	2,155.84	
1548	12/05/2024	Payroll	2	EFT	SAMANTHA PERRY	2,873.58	
1549	12/05/2024	Payroll	2	EFT	KAYLEE SCHAEFER	2,277.43	
1550	12/05/2024	Payroll	2	EFT	ROBERT SCHAEFER	3,149.72	
1552	12/05/2024	Payroll	2	EFT	BRANNON STARR	2,512.47	
1553	12/05/2024	Payroll	2	EFT	REBECCA SWANSON	2,272.67	
1554	12/05/2024	Payroll	2	EFT	DON TURRENTINE	4,404.54	
1555	12/05/2024	Payroll	2	EFT	DEANNA WELLS	644.73	
1556	12/05/2024	Payroll	2	EFT	JESSICA M WEYGANDT	2,388.33	
1561	12/05/2024	Payroll	2	EFT	CAPSCO	50.00	Pay Cycle(s) 12/05/2024 To 12/05/2024 - ASSN FEE
1562	12/05/2024	Payroll	2	EFT	COWLITZ 911 EMERGENCY SERVICES ASSN	785.00	Pay Cycle(s) 12/05/2024 To 12/05/2024 - UNION DUES; Pay Cycle(s) 12/05/2024 To 12/05/2024 - INITIATION FEE
1563	12/05/2024	Payroll	2	EFT	EMPOWER TRUST COMPANY, LCC	4,693.08	Pay Cycle(s) 12/05/2024 To 12/05/2024 - DEF COMP
1564	12/05/2024	Payroll	2	EFT	HRA VEBA	7,325.00	Pay Cycle(s) 12/05/2024 To 12/05/2024 - VEBA
1565	12/05/2024	Payroll	2	EFT	REHN AND ASSOCIATES	425.00	Pay Cycle(s) 12/05/2024 To 12/05/2024 - HSA

CHECK REGISTER

2790 Ocean Beach Hwy

Time: 16:30:19 Date: 12/10/2024

12/05/2024 To: 12/05/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 OPERATIONS				142,749.86	
						142,749.86	Payroll: 142,749.86

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
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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 in this report and we approve payment with our signatures below.

_____ Budget Finance Manager, Signature	_____ Date
_____ Executive Director, Signature	_____ Date
_____ Board Chair, Signature	_____ Date

CHECK REGISTER

2790 Ocean Beach Hwy

Time: 16:32:46 Date: 12/10/2024

11/27/2024 To: 11/27/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1511	11/27/2024	Claims	1	13408	AMERICAN POWER SYSTEMS	19,527.30	INV CO0005F-IN
	Invoices		Amount	PO	For		
	CO0005F-IN		19,527.30	911145	DAVIS PEAK BATTERY REPLACEMENT CHANGE ORDER		
1512	11/27/2024	Claims	1	13409	COMCAST BUSINESS	4,897.19	INV 222394833
	Invoices		Amount	PO	For		
	222394833		4,897.19		1124 DEDICATED ETHERNET AND CYBER SECURITY AT 2790 OBH AND 312 SW 1ST		
1513	11/27/2024	Claims	1	13410	COMCAST	525.43	ACCT 8778 10 113 0684045 12/23
	Invoices		Amount	PO	For		
	8045/1223		525.43		11/24/24-12/23/24 INTERNET AT 312 SW 1ST AVE		
1514	11/27/2024	Claims	1	13411	COWLITZ PUD	624.21	ACCT 5156128 11/12; ACCT 4745063 / 11/24; Acct 4671145 11/24
	Invoices		Amount	PO	For		
	5156128/1124		44.24		10/08/24-11/12/24 POWER AT 200 GREEN ACRES DR		
	4745063/1124		316.56		10/1/24-11/4/24 POWER AT 1600 BAYSWATER RD		
	ACCT 4671145/11:		263.41		10/16/24 - 11/18/24 POWER AT 1 LAULAINEN RD		
1515	11/27/2024	Claims	1	13412	DENALI HEATING & AIR CONDITIONING LLC	727.34	INV S-25380; INV S25381
	Invoices		Amount	PO	For		
	S25380		368.00		HVAC ROUTINE MAINT RAINIER TOWER SITE		
	S-25381		359.34		HVAC ROUTINE MAINT AT COLUMBIA HTS		
1516	11/27/2024	Claims	1	13413	INTEGER ASSOCIATES INC	1,862.62	INV 21-114
	Invoices		Amount	PO	For		
	24-114		1,862.62		1224 DEER ISLAND MONTHLY TOWER LEASE		
1517	11/27/2024	Claims	1	13414	KEYS PLUS INC	18.38	INV 2871
	Invoices		Amount	PO	For		
	2871		18.38		4 KEYS FOR RADIO SITES		
1518	11/27/2024	Claims	1	13415	LANGUAGE LINE SVCS INC	41.95	INV 11433182 CORR
	Invoices		Amount	PO	For		
	11433182 CORR		41.95		1024 INTERPRETATION SERVICES - CPD		
1519	11/27/2024	Claims	1	13416	LEVEL 3 COMMUNICATIONS, LLC	1,648.74	INV 712209122 CORR
	Invoices		Amount	PO	For		
	712209122 CORR		1,648.74		1124 PHONE AND INTERNET SERVICES		
1520	11/27/2024	Claims	1	13417	MORE POWER TECHNOLOGY-NONPROJECT	1,716.63	INV 16787
	Invoices		Amount	PO	For		
	16787		1,716.63		11/23/24-12/22/24 MICROSOFT MONTHLY SUBSCRIPTION		
1521	11/27/2024	Claims	1	13418	SIERRA SPRINGS	136.00	INV 5351188 111424
	Invoices		Amount	PO	For		

CHECK REGISTER

2790 Ocean Beach Hwy

Time: 16:32:46 Date: 12/10/2024

11/27/2024 To: 11/27/2024

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		Invoices	Amount	PO	For		
		5351188 111424	136.00		10/24-11/24 WATER DELIVERY SERVICES		
1522	11/27/2024	Claims	1	13419	SIGN PRINT 360	81.08	INV 10187
		Invoices	Amount	PO	For		
		10187	81.08		INSTALL GRAPHICS ON RM TRUCK		
1523	11/27/2024	Claims	1	13420	SUMMIT LAW GROUP, PLLC	141.00	INV 158515
		Invoices	Amount	PO	For		
		158515	141.00		11/24 GENERAL EMPLOYMENT ATTORNET SERVICES		
1524	11/27/2024	Claims	1	13421	T-MOBILE USA INC	40.07	ACCT 986172236
		Invoices	Amount	PO	For		
		986172236/1024	40.07		09/21/24-10/20/24 WIFI HOTSPOT ON 360-472-5288 AT HALL		
1525	11/27/2024	Claims	1	13422	VERIZON WIRELESS	1,717.87	INV 9977659530
		Invoices	Amount	PO	For		
		9977659530	1,717.87		1024 CELL PHONES AND IPADS SERIVCE / SUPERVISORS CELL PHONES		
1526	11/27/2024	Claims	1	13423	WALTER E NELSON COMPANY	120.49	INV 1906742
		Invoices	Amount	PO	For		
		1906742	120.49		BATHROOM SUPPLIES		
1527	11/27/2024	Claims	1	13424	WASHINGTON STATE AUDITOR	5,216.25	INV L164704
		Invoices	Amount	PO	For		
		L164704	5,216.25		2022-2023 SAO FINANCIAL AND ACCOUNTABILITY AUDIT		
1528	11/27/2024	Claims	1	13425	WASTE CONNECTIONS OF WASHINGTON	23.12	INV 21008218S010
		Invoices	Amount	PO	For		
		21008218S010	23.12		1024 SHREDDING SERVICES		
1529	11/27/2024	Claims	1	13426	WAVE	2,752.50	INV 134902801-0011147
		Invoices	Amount	PO	For		
		134902801-001111	2,752.50		1124 DARK FIBER CONNECTIONS 312 SW 1ST TO 2790 OBH		
		001 OPERATIONS				19,336.58	
		003 RADIO OPERATIONS				2,954.29	
		301 FEDERAL GRANT- RADIO EQUIPMENT FUND				19,527.30	
						<hr/> 41,818.17	Claims: 41,818.17

CHECK REGISTER

2790 Ocean Beach Hwy

11/27/2024 To: 11/27/2024

Time: 16:32:46 Date: 12/10/2024
Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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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.

C2FR

Brandi Ballinger, SignatureAgencyDate

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 in this report and we approve payment with our signatures below.

Budget Finance Manager, Signature

Date

Executive Director, Signature

Date

Board Chair, Signature

Date

Monthly Financial Report Thru Dec 12, 2024

COWLITZ 911
Police • Fire • Medical

BEGINNING FUND BALANCE FOR ALL FUNDS

\$13,480,700.56

NEW REVENUES						
FUND	Budget	Actuals	YE Forecast	Total 2024 Revenue	Over/Under Budget	%
Operations	\$3,200,369.00	\$2,973,743.67	\$214,107.58	\$3,187,851.25	-\$12,517.75	0%
Tax	\$1,146,934.00	\$1,128,578.54	\$0.00		-\$18,355.46	-2%
CPD Grant	\$52,061.00	\$40,260.23	\$0.00		-\$11,800.77	-23%
User Fees	\$1,937,374.00	\$1,728,387.83	\$207,570.95		-\$1,415.22	0%
Misc	\$64,000.00	\$76,517.07	\$6,536.63		\$19,053.70	30%
Radio Operations	\$48,820.00	\$57,583.80	\$712.84	\$58,296.64	\$9,476.64	19%
Tower Rent	\$46,349.00	\$48,973.41	\$0.00		\$2,624.41	6%
Misc	\$2,471.00	\$8,610.39	\$712.84		\$6,852.23	277%
Equipment Replacement	\$84,000.00	\$79,692.12	\$7,244.74	\$86,936.86	\$2,936.86	3%
Radio Replacement	\$54,000.00	\$71,478.28	\$6,498.03	\$77,976.31	\$23,976.31	44%
Sales Tax	\$3,129,528.00	\$3,415,887.66	\$10,462.92	\$3,426,350.58	\$296,822.58	9%
Stabilization Reserve	\$69,600.00	\$65,597.95	\$5,963.45	\$71,561.40	\$1,961.40	3%
Facility Replacement	\$18,000.00	\$21,250.45	\$1,931.86	\$23,182.31	\$5,182.31	29%
Debt Service	\$16,639.00	\$12,890.30	\$1,171.85	\$14,062.15	-\$2,576.85	-15%
Building Project	\$72,000.00	\$84,973.65	\$7,724.88	\$92,698.53	\$20,698.53	29%
TOTAL REVENUES	\$6,692,956.00	\$6,783,097.88	\$255,818.15	\$7,038,916.03	\$345,960.03	5%
Federal Grant Radio Equip	\$2,179,000.00	\$0.00	\$507,000.00	\$507,000.00	-\$1,672,000.00	-77%
TOTAL INCLUDING GRANT	\$8,871,956.00	\$6,783,097.88	\$762,818.15	\$7,545,916.03	-\$1,326,039.97	-15%

EXPENSES						
FUND	Budget	Actuals	YE Forecast	Total 2024 Expenses	Over/Under Budget	%
Operations	\$5,660,702.00	\$4,265,737.12	\$187,834.30	\$4,453,571.42	\$1,207,130.58	21%
Salaries Wages & Benefits	\$4,318,270.00	\$3,102,929.16	\$134,201.45		\$1,081,139.39	25%
Travel/Training	\$63,100.00	\$35,073.76	\$0.00		\$28,026.24	44%
Overhead	\$373,532.00	\$404,062.80	\$17,163.59		-\$47,694.39	-13%
General Facility	\$73,600.00	\$34,826.10	\$500.00		\$38,273.90	52%
Professional Fees	\$574,000.00	\$423,711.53	\$10,800.00		\$139,488.47	24%
Technology & Software	\$257,000.00	\$264,350.91	\$25,000.00		-\$32,350.91	-13%
Other	\$1,200.00	\$782.86	\$169.26		\$247.88	21%
Radio Operations	\$323,450.00	\$309,335.74	\$6,500.00	\$315,835.74	\$7,614.26	2%
Overhead	\$2,892.00	\$2,968.44	\$0.00		-\$76.44	-3%
General Facility	\$169,762.00	\$181,086.48	\$6,500.00		-\$17,824.48	-10%
Leases	\$150,796.00	\$125,280.82	\$0.00		\$25,515.18	17%
Equipment Replacement	\$92,664.00	\$22,799.89	\$0.00	\$22,799.89	\$69,864.11	75%
Radio Replacement	\$4,067,040.00	\$958,372.92	\$470,874.81	\$1,429,247.73	\$2,637,792.27	65%
Sales Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Stabilization Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Facility Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
Debt Service	\$743,160.00	\$740,553.20	\$2,606.80	\$743,160.00	\$0.00	0%
Building Project	\$1,746,945.00	\$784,360.93	\$2,871.46	\$787,232.39	\$962,584.07	55%
TOTAL	\$12,633,961.00	\$7,081,159.80	\$670,687.37	\$7,751,847.17	\$4,882,113.83	39%

BUDGETED ENDING FUND BALANCE FOR ALL FUNDS

\$9,718,695.56

FORCASTED ENDING FUND BALANCE FOR ALL FUNDS

\$13,274,769.42



Cowlitz 911 Agenda Summary Sheet

2790 Ocean Beach Highway
Longview, WA 98632
www.cowlitz911.org

Introduced by: Jessica Weygandt

Date: December 12, 2024

For Agenda of: December 18, 2024

SUBJECT TITLE: 2022-2023 Bi-Annual Audit Results

ATTACHMENTS: Exit Conference Handout

SUMMARY STATEMENT:

The Washington State Auditor's office has completed the Accountability and Financial audits for fiscal years 2022 and 2023. This audit was completed on time and under budget. No material misstatements were identified in the financial audit. The audit identified no instances of noncompliance or other matters that required to be reported under Government Auditing Standards. This was a very clean and smooth audit with no findings to report.

RECOMMENDED ACTION: N/A

Expenditure Required: N/A
Amount Budgeted: N/A
Appropriation Required: N/A



Office of the Washington State Auditor

Pat McCarthy

Exit Conference: Cowlitz 911

The Office of the Washington State Auditor's vision is increased trust in government. Our mission is to provide citizens with independent and transparent examinations of how state and local governments use public funds, and develop strategies that make government more efficient and effective.

The purpose of this meeting is to share the results of your audit and our draft reporting. We value and appreciate your participation.

Audit Reports

We will publish the following reports:

- Accountability audit for January 1, 2022 through December 31, 2023 – see draft report.
- Financial statement audit for January 1, 2022 through December 31, 2023 – see draft report.

Audit Highlights

We would like to thank all Authority personnel that worked with our Agency. Authority staff were professional, and respectful throughout the audit. We would specifically like to thank our audit liaison, Jessica Weygandt. This was a two-year audit, and although Jessica was not hired until 2024, she took the exceptional effort in following up on requests and questions regarding matters that occurred before her tenure with the Authority. Additionally, Jessica showed a strong willingness to remain prompt with audit requests, and eager to receive feedback from our audit team. Due to the efforts of Jessica and the rest of the Authority, we were able to complete the audit, on time, and under budget.

Recommendations not included in the Audit Reports

Exit Items

We have provided exit recommendations for management's consideration. Exit items address control deficiencies or noncompliance with laws or regulations that have an insignificant or immaterial effect on the entity, or errors with an immaterial effect on the financial statements. Exit items are not referenced in the audit report.

Financial Statement Audit Communication

We would like to bring the following to your attention:

- We did not identify any material misstatements during the audit.
- Uncorrected misstatements in the audited financial statements are listed below. We agree with management's representation that these misstatements are immaterial to the fair presentation of the financial statements. However, the conditions that led to these misstatements may result in more significant misstatements if not corrected.

- The Authority misclassified reserve funds of \$1,544,714 and \$1,260,815 as assigned instead of unassigned in 2022 and 2023, respectively. These funds do not meet the criteria to be classified as assigned per the BARS manual.
- The audit addressed the following risks, which required special consideration:
 - Due to the possibility that management may be able to circumvent certain controls, standards require the auditor to assess the risk of management override.

Finalizing Your Audit

Report Publication

Audit reports are published on our website and distributed via email in a .pdf file. We also offer a subscription service that notifies you by email when audit reports are released or posted to our website. You can sign up for this convenient service at <https://portal.sao.wa.gov/SAOPortal>.

Management Representation Letter

We have included a copy of representations requested of management.

Audit Cost

At the entrance conference, we estimated the cost of the audit to be \$20,200 and actual audit costs will be less than that.

Your Next Scheduled Audit

Your next audit is scheduled to be conducted in 2026 and will cover the following general areas:

- Accountability for public resources
- Financial statement

The estimated cost for the next audit based on current rates is \$21,900 plus travel expenses. This preliminary estimate is provided as a budgeting tool and not a guarantee of final cost.

If expenditures of federal awards are \$750,000 or more in any fiscal year, notify our Office so we can schedule your audit to meet federal Single Audit requirements. Federal awards can include grants, loans, and non-cash assistance like equipment and supplies.

Working Together to Improve Government

Audit Survey

When your report is released, you will receive an audit survey from us. We value your opinions on our audit services and hope you provide feedback.

Local Government Support Team

This team provides support services to local governments through technical assistance, comparative statistics, training, and tools to help prevent and detect a loss of public funds. Our website and client portal offers many resources, including a client Help Desk that answers auditing and accounting questions. Additionally, this team assists with the online filing of your financial statements.

The Center for Government Innovation

The Center for Government Innovation at the Office of the Washington State Auditor offers services specifically to help you help the residents you serve at no additional cost to your government. What does this mean? We provide expert advice in areas like Lean process improvement, peer-to-peer networking, and culture-building to help local governments find ways to be more efficient, effective and transparent. The Center can help you by providing assistance in financial management, cybersecurity and more. Check out our best practices and other resources that help local governments act on accounting standard changes, comply with regulations, and respond to recommendations in your audit. The Center understands that time is your most precious commodity as a public servant, and we are here to help you do more with the limited hours you have. If you are interested in learning how we can help you maximize your effect in government, call us at (564) 999-0818 or email us at Center@sao.wa.gov.

Questions?

Please contact us with any questions about information in this document or related audit reports.

Kelly Collins, CPA, CFE, Director of Local Audit, (564) 999-0807, Kelly.Collins@sao.wa.gov

Tina Watkins, CPA, Assistant Director of Local Audit, (360) 260-6411, Tina.Watkins@sao.wa.gov

Lindsay Osborne, Program Manager, (360) 260-6409, Lindsay.Osborne@sao.wa.gov

Greg Wynn, Assistant Audit Manager, (360) 260-6410, Greg.Wynn@sao.wa.gov

James Lester, Audit Lead, (564) 444-6616, James.Lester@sao.wa.gov

LETTER OF REPRESENTATION TO BE TYPED ON CLIENT LETTERHEAD

December 16, 2024

Office of the Washington State Auditor
3200 Capitol Blvd
P.O. Box 40031
Olympia, WA 98504-0031

To the Office of the Washington State Auditor:

We are providing this letter in connection with your audit of the Cowlitz 911 Public Authority for the period from January 1, 2022 through December 31, 2023. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

General Representations:

1. We have provided you with unrestricted access to people you wished to speak with and made available all relevant and requested information of which we are aware, including:
 - a. Financial records and related data.
 - b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.
 - d. Communications from regulatory agencies, government representatives or others concerning possible noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.
 - e. Related party relationships and transactions.
 - f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.
2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information, and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.

3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
5. We have complied with all material aspects of laws, regulations, contracts and grant agreements.
6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.
7. We have established adequate procedures and controls to provide reasonable assurance of safeguarding public resources and compliance with applicable laws and regulations.
8. We have no knowledge of any loss of public funds or assets or other illegal activity, or any allegations of fraud or suspected fraud involving management or employees.
9. In accordance with RCW 43.09.200, all transactions have been properly recorded in the financial records, notwithstanding immaterial uncorrected items referenced below.

Additional representations related to the financial statements:

10. We acknowledge our responsibility for fair presentation of the financial statements and believe financial statements are fairly presented in accordance with the *Budgeting, Accounting and Reporting Standards Manual* (BARS Manual), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.
11. We acknowledge our responsibility for establishing and maintaining effective internal control over financial reporting.
12. The financial statements properly classify all funds and activities.
13. Revenues are appropriately classified by fund and account in accordance with the BARS Manual.
14. Expenses are appropriately classified by fund and account, and allocations have been made on a reasonable basis.
15. Ending cash and investments are properly classified as nonspendable, restricted, committed, assigned, and unassigned.
16. The methods, data and significant assumptions we used in making accounting estimates and related disclosures are appropriate and free from intentional bias.

17. The following have been properly classified, reported and disclosed in the financial statements. as applicable:
 - a. Interfund, internal, and intra-entity activity and balances.
 - b. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
 - c. Joint ventures and other related organizations.
 - d. Guarantees under which the government is contingently liable.
 - e. All events occurring subsequent to the fiscal year end through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
 - f. Effects of all known actual or possible litigation, claims, assessments, violations of laws, regulations, contracts or grant agreements and other loss contingencies.
18. We have accurately disclosed to you all known actual or possible pending or threatened litigation, claims or assessments whose effects should be considered when preparing the financial statements. We have also accurately disclosed to you the nature and extent of our consultation with outside attorneys concerning litigation, claims and assessments.
19. We acknowledge our responsibility to include all necessary and applicable disclosures required by the BARS Manual, including:
 - a. Description of the basis of accounting, summary of significant accounting policies and how this differs from Generally Accepted Accounting Principles (GAAP).
 - b. Disclosures similar to those required by GAAP to the extent they are applicable to items reported in the financial statements.
 - c. Any additional disclosures beyond those specifically required by the BARS Manual that may be necessary for the statements to be fairly presented.
20. We acknowledge our responsibility for reporting supplementary information (Schedule of Liabilities) in accordance with applicable requirements and believe supplementary information is fairly presented, in both form and content in accordance with those requirements.
21. We have disclosed to you all significant changes to the methods of measurement and presentation of supplementary information, reasons for any changes and all significant assumptions or interpretations underlying the measurement or presentation.
22. We believe the effects of uncorrected financial statement misstatements summarized below are not material, both individually and in the aggregate, to the financial statements taken as a whole.

Description	Statement / Schedule
The Authority misclassified reserve funds of \$1,544,714 as assigned instead of unassigned as they do not meet the criteria to be classified as assigned per the BARS manual.	C4 (2022)
The Authority misclassified reserve funds of \$1,260,815 as assigned instead of unassigned as they do not meet the criteria to be classified as assigned per the BARS manual.	C4 (2023)

23. We acknowledge our responsibility not to publish any document containing the audit report with any change in the financial statements, supplementary and other information referenced in the auditor's report. We will contact the auditor if we have any needs for publishing the audit report with different content included.

Kirk Darr
Executive Director

Jessica Weygandt
Budget Finance Manager



Office of the Washington State Auditor
Pat McCarthy

Preliminary Draft - Please do not duplicate, distribute, or disclose.

Accountability Audit Report

Cowlitz 911

(Cowlitz 911 Public Authority)

For the period January 1, 2022 through December 31, 2023

Published (Inserted by OS)

Report No. 1036301



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Office of the Washington State Auditor Pat McCarthy

Issue Date – (Inserted by OS)

Board of Directors
Cowlitz 911 Public Authority
Longview, Washington

Report on Accountability

Thank you for the opportunity to work with you to promote accountability, integrity and openness in government. The Office of the Washington State Auditor takes seriously our role of providing state and local governments with assurance and accountability as the independent auditor of public accounts. In this way, we strive to help government work better, cost less, deliver higher value and earn greater public trust.

Independent audits provide essential accountability and transparency for Authority operations. This information is valuable to management, the governing body and public stakeholders when assessing the government's stewardship of public resources.

Attached is our independent audit report on the Authority's compliance with applicable requirements and safeguarding of public resources for the areas we examined. We appreciate the opportunity to work with your staff and value your cooperation during the audit.

Sincerely,

Pat McCarthy, State Auditor
Olympia, WA

Americans with Disabilities

In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at webmaster@sao.wa.gov.

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AUDIT RESULTS

Results in brief

This report describes the overall results and conclusions for the areas we examined. In those selected areas, Authority operations complied, in all material respects, with applicable state laws, regulations, and its own policies, and provided adequate controls over the safeguarding of public resources.

In keeping with general auditing practices, we do not examine every transaction, activity, policy, internal control, or area. As a result, no information is provided on the areas that were not examined.

About the audit

This report contains the results of our independent accountability audit of Cowlitz 911 Public Authority from January 1, 2022 through December 31, 2023.

Management is responsible for ensuring compliance and adequate safeguarding of public resources from fraud, loss or abuse. This includes the design, implementation and maintenance of internal controls relevant to these objectives.

This audit was conducted under the authority of RCW 43.09.260, which requires the Office of the Washington State Auditor to examine the financial affairs of all local governments. Our audit involved obtaining evidence about the Authority's use of public resources, compliance with state laws and regulations and its own policies and procedures, and internal controls over such matters. The procedures performed were based on our assessment of risks in the areas we examined.

Based on our risk assessment for the years ended December 31, 2023 and 2022, the areas examined were those representing the highest risk of fraud, loss, abuse, or noncompliance. We examined the following areas during this audit period:

- Accounts receivable – billings and collections
- Accounts payable – general disbursements and credit cards
- Procurement – purchases and professional services
- Open public meetings – compliance with minutes, meetings and executive session requirements
- Financial condition – reviewing for indications of financial distress

RELATED REPORTS

Financial

Our opinion on the Authority's financial statements is provided in a separate report, which includes the Authority's financial statements. That report is available on our website, <https://portal.sao.wa.gov//ReportSearch>.

INFORMATION ABOUT THE AUTHORITY

Cowlitz 911 was established as a Public Authority by Cowlitz County in March of 2018 in accordance with RCW 35.21 for the purpose of undertaking, assisting, and otherwise facilitating the public function of providing 911 emergency and non-emergency communications and dispatch services county-wide. The Authority assumed responsibility for all accounting services and payroll as of January 2019.

The Authority is governed by a nine-member Board of Directors. In fiscal years 2023 and 2022, the Authority had revenues of \$8.04 and \$7.09 million, respectively.

Contact information related to this report	
Address:	Cowlitz 911 Public Authority 2790 Ocean Beach Highway Longview, WA 98632
Contact:	Jessica Mae Weygandt, Budget Finance Manager
Telephone:	(360) 762-6804
Website:	cowlitz911.org

Information current as of report publish date.

Audit history

You can find current and past audit reports for Cowlitz 911 Public Authority at <https://portal.sao.wa.gov//ReportSearch>.

ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the Washington State Constitution and is part of the executive branch of state government. The State Auditor is elected by the people of Washington and serves four-year terms.

We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

As an agency, the State Auditor's Office has the independence necessary to objectively perform audits, attestation engagements and investigations. Our work is designed to comply with professional standards as well as to satisfy the requirements of federal, state and local laws. The Office also has an extensive quality control program and undergoes regular external peer review to ensure our work meets the highest possible standards of accuracy, objectivity and clarity.

Our audits look at financial information and compliance with federal, state and local laws for all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits and cybersecurity audits of state agencies and local governments, as well as state whistleblower, fraud and citizen hotline investigations.

The results of our work are available to everyone through the more than 2,000 reports we publish each year on our website, www.sao.wa.gov. Additionally, we share regular news and other information via an email subscription service and social media channels.

We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

Stay connected at sao.wa.gov

- [Find your audit team](#)
- [Request public records](#)
- Search BARS Manuals ([GAAP](#) and [cash](#)), and find [reporting templates](#)
- Learn about our [training workshops](#) and [on-demand videos](#)
- Discover [which governments serve you](#) — enter an address on our map
- Explore public financial data with the [Financial Intelligence Tool](#)

Other ways to stay in touch

- Main telephone:
(564) 999-0950
- Toll-free Citizen Hotline:
(866) 902-3900
- Email:
webmaster@sao.wa.gov



Office of the Washington State Auditor
Pat McCarthy

Preliminary Draft - Please do not duplicate, distribute, or disclose.

Financial Statements Audit Report

Cowlitz 911

(Cowlitz 911 Public Authority)

For the period January 1, 2022 through December 31, 2023

Published (Inserted by OS)

Report No. 1036307



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**Office of the Washington State Auditor
Pat McCarthy**

Issue Date – (Inserted by OS)

Board of Directors
Cowlitz 911 Public Authority
Longview, Washington

Report on Financial Statements

Please find attached our report on Cowlitz 911 Public Authority's financial statements.

We are issuing this report in order to provide information on the Authority's financial activities and condition.

Sincerely,

Pat McCarthy, State Auditor
Olympia, WA

Americans with Disabilities

In accordance with the Americans with Disabilities Act, we will make this document available in alternative formats. For more information, please contact our Office at (564) 999-0950, TDD Relay at (800) 833-6388, or email our webmaster at webmaster@sao.wa.gov.

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INDEPENDENT AUDITOR'S REPORT

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Cowlitz 911 Public Authority January 1, 2022 through December 31, 2023

Board of Directors
Cowlitz 911 Public Authority
Longview, Washington

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Cowlitz 911 Public Authority, as of and for the years ended December 31, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the Authority's financial statements, and have issued our report thereon dated December 16, 2024.

We issued an unmodified opinion on the fair presentation of the Authority's financial statements in accordance with its regulatory basis of accounting. We issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared by the Authority using accounting practices prescribed by state law and the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual described in Note 1, which is a basis of accounting other than GAAP. The effects on the financial statements of the variances between the basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audits of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

REPORT ON COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However,

this report is a matter of public record and its distribution is not limited. It also serves to disseminate information to the public as a reporting tool to help citizens assess government operations.

A handwritten signature in black ink that reads "Pat McCarthy". The signature is written in a cursive, flowing style.

Pat McCarthy, State Auditor

Olympia, WA

December 16, 2024

INDEPENDENT AUDITOR'S REPORT

Report on the Audit of the Financial Statements

Cowlitz 911 Public Authority January 1, 2022 through December 31, 2023

Board of Directors
Cowlitz 911 Public Authority
Longview, Washington

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

Unmodified and Adverse Opinions

We have audited the financial statements of Cowlitz 911 Public Authority, as of and for the years ended December 31, 2023 and 2022, and the related notes to the financial statements, as listed in the financial section of our report.

Unmodified Opinion on the Regulatory Basis of Accounting (BARS Manual)

As described in Note 1, the Authority has prepared these financial statements to meet the financial reporting requirements of state law and accounting practices prescribed by the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) Manual. Those accounting practices differ from accounting principles generally accepted in the United States of America (GAAP). The differences in these accounting practices are also described in Note 1.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the cash and investments of Cowlitz 911 Public Authority, and its changes in cash and investments, for the years ended December 31, 2023 and 2022, on the basis of accounting described in Note 1.

Adverse Opinion on U.S. GAAP

The financial statements referred to above were not intended to, and in our opinion, they do not, present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of Cowlitz 911 Public Authority, as of December 31, 2023 and 2022, or the changes in financial position or cash flows thereof for the years then ended, because of the significance of the matter discussed below.

Basis for Unmodified and Adverse Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit unmodified and adverse opinions.

Matter Giving Rise to Adverse Opinion on U.S. GAAP

Auditing standards issued by the American Institute of Certified Public Accountants (AICPA) require auditors to formally acknowledge when governments do not prepare their financial statements, intended for general use, in accordance with GAAP. As described in Note 1 of the financial statements, the financial statements are prepared by the Authority in accordance with state law using accounting practices prescribed by the BARS Manual, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of state law and the BARS Manual described in Note 1. This includes determining that the basis of accounting is acceptable for the presentation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Performing an audit in accordance with GAAS and *Government Auditing Standards* includes the following responsibilities:

- Exercise professional judgment and maintain professional skepticism throughout the audit;
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements;
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed;
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements;
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time; and
- We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's financial statements. The Schedules of Liabilities are presented for purposes of additional analysis, as required by the prescribed BARS manual. These schedules are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other

records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

OTHER REPORTING REQUIRED BY GOVERNMENT AUDITING STANDARDS

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2024 on our consideration of the Authority's internal control over financial reporting and on the tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



Pat McCarthy, State Auditor

Olympia, WA

December 16, 2024

FINANCIAL SECTION

Cowlitz 911 Public Authority January 1, 2022 through December 31, 2023

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The State Auditor's Office is established in the Washington State Constitution and is part of the executive branch of state government. The State Auditor is elected by the people of Washington and serves four-year terms.

We work with state agencies, local governments and the public to achieve our vision of increasing trust in government by helping governments work better and deliver higher value.

In fulfilling our mission to provide citizens with independent and transparent examinations of how state and local governments use public funds, we hold ourselves to those same standards by continually improving our audit quality and operational efficiency, and by developing highly engaged and committed employees.

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We take our role as partners in accountability seriously. The Office provides training and technical assistance to governments both directly and through partnerships with other governmental support organizations.

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Cowlitz 911 Agenda Summary Sheet

2790 Ocean Beach Highway
Longview, WA 98632
www.cowlitz911.org

Introduced by: Darr Kirk **Date:** December 11, 2024

For Agenda of: December 18, 2024

SUBJECT TITLE: Extension of Employment Contract with Deanna Wells

ATTACHMENTS: Employment Contract Extension

SUMMARY STATEMENT:

Cowlitz 911 has identified the need to extend the employment contract with Deanna Wells so that she can assist in training Jerry Jensen as he moves into her role and Justin Stennick, the new Radio Manager. The terms of the contract are unchanged. The recommended term for services is beginning January 1, 2025 – March 31, 2025. This gives a 90-day extension to the original agreement and can be terminated sooner if it is deemed necessary.

RECOMMENDED ACTION:

Motion to approve the Extension of Employment Agreement with Deanna Wells.

Expenditure Required: \$125/hour
Amount Budgeted: Cowlitz 911 salaries
Appropriation Required: N/A

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this first day of January 1, 2025, by and between Cowlitz 911, a Washington State Public Authority, hereinafter called 'Employer', and Deanna Wells, hereinafter called 'Employee', both of whom understand and agree as follows:

RECITALS:

WHEREAS, Employer desires to employ Employee, and Employee desires to be employed with Employer, both under the terms and conditions contained herein.

NOW, THEREFORE, IT IS HEREBY AGREED between the Parties as follows:

Section 1. Duties

Employer hereby agrees to employ Employee and Employee hereby accepts employment as Cowlitz 911 I.T. Vendor & Technical Manager for Employer upon the terms and conditions contained herein.

Employee agrees to perform the functions and duties on a part-time basis as specified in the Cowlitz 911 Vendor & Technical Manager Position Description, as well as other legally permissible and proper duties and functions as the Employer shall assign from time to time.

Employee agrees to perform faithfully, industriously, to the best of Employee's ability and experience, and to the satisfaction of Employer, all duties that may be required of Employee.

Employer shall direct, control and supervise the duties to be performed, the manner of performing such duties and the time for performing such duties. Such duties shall be provided as such place(s) as the needs, business, or opportunity of Employer may require from time to time.

Section 2. Term

This Agreement is for a term not to exceed March 31, 2025. Employee specifically agrees that Employee's employment is at the will of Employer. This means employment is voluntarily entered into, and just as Employee may resign at will, Employer is hereby free also to conclude the employment relationship at any

time, whether for cause or no cause at all. Neither Employee nor Employer have entered into a contract for the promise of continued future employment of definite or specific duration. Both parties acknowledge this position is designated as a part time, three month temporary interim position.

Section 3. Termination and Notice

Employer or employee may terminate this employment agreement in writing at any time, with or without prior notice, to the other side.

Section 4. Salary

As compensation for all services rendered by Employee under this Agreement, Employer shall pay Employee an hourly rate of one hundred twenty-five dollars (\$125.00) per hour through the designated time herein below.

Section 5. Hours of Work

Employee is scheduled to work part-time hours of no more than sixteen (16) hours per week, without prior Executive Director approval, in writing, but Executive Director must agree for further hours thus requested.

Section 6. Transportation for Cowlitz 911 Business

Employee shall provide her own automobile for customary business travel within Cowlitz County. Employer shall reimburse Employee for all work-related travel at the maximum rate per mile of 67 cent or as thereafter amended by the federal rate. However, the IRS estimates that the reimbursement for 2025 may be increased to between .68/per mile to .70/per mile. If so, the parties agree that the increased rate shall apply during the term of this agreement until March 31, 2025.

Section 7. Benefits

Employee shall be entitled to sick leave only at a rate of 1 hour for every forty (40) hours worked.

Employer agrees to allow employee to contribute compensation into a 457(b) qualified retirement account, as provided for by IRS regulations.

Employer will provide any other benefits required by Federal or Washington State law.

Section 8. General Expenses

Employer will reimburse Employee for “out of pocket” expenses in accordance with Employer policies in effect from time to time.

Section 9. Other Terms and Conditions of Employment

Employee agrees to comply with Employer’s rules and regulations.

Section 10. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed as follows:

EMPLOYER: Chair, Board of Directors
Cowlitz 911
2790 Ocean Beach Highway
Longview, WA 98632

EMPLOYEE: Deanna Wells
[REDACTED]
[REDACTED]

Alternatively, notices required pursuant to this agreement may be served personally in the same manner as provided by law. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 11. General Provisions

1. The text herein shall constitute the entire agreement between the parties.
2. This Agreement may not be assigned by Employee, without Employer’s prior written consent.
3. The waiver of either party of a breach of any term of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.
4. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The State of Washington shall have

jurisdiction over any dispute between the parties hereto. Venue at the option of Employer, for any action arising out of this Agreement shall be in Cowlitz County, Washington.

6. The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

7. Employee shall be subject to Employer's administrative policies as then current.

IN WITNESS WHEREOF, the Cowlitz 911 Board of Directors has caused this Agreement to be signed and executed and duly attested by its Clerk and the Employee has signed and executed this agreement, both in duplicate, the day and year first written above.

EFFECTIVE DATE OF THIS AGREEMENT shall be: The _____ day of _____, 202__.

EMPLOYER:

For the Cowlitz 911 Board of Directors

EMPLOYEE:

Brad Thurman, Chair

Date: _____

Deanna Wells

Date: _____

ATTEST:

Briana Harvill, Executive Assistant/HR Administrator

APPROVED AS TO FORM ONLY:

Frank Randolph, Counsel to Cowlitz 911



Cowlitz 911 Agenda Summary Sheet

2790 Ocean Beach Highway
Longview, WA 98632
www.cowlitz911.org

Introduced by: Darr Kirk **Date:** December 11, 2024

For Agenda of: December 18, 2024

SUBJECT TITLE: Financial Services Contract with Cowlitz 2.

ATTACHMENTS: None

SUMMARY STATEMENT:

With the Budget Finance Manager back full-time in office, she is ready to take on duties and start the transition for Cowlitz 911 to take back the duties that have been contracted with Cowlitz 2.

Some of the duties are:

1. Check printing for AP
2. Processing payroll

Due to the need to train our staff and the complexity that comes along with some of the duties, it is recommended that Cowlitz 911 extend their agreement with Cowlitz 2 for 90 days. This agreement term will be January 1, 2025 – March 31, 2025. The current contract does not expire and is automatically renewed at the end of the year. They have agreed to provide services for the first quarter of 2025.

RECOMMENDED ACTION:

Motion to approve the Extension of Professional Services Agreement with Cowlitz 2.

Expenditure Required: \$11,250

Amount Budgeted: \$11,250

Appropriation Required: N/A



Cowlitz 911 Agenda Summary Sheet

2790 Ocean Beach Highway
Longview, WA 98632
www.cowlitz911.org

Introduced by: Darr Kirk

Date: December 12, 2024

For Agenda of: December 18, 2024

SUBJECT TITLE: MEDIX Ambulance Contract Agreement Extension

ATTACHMENTS: Emergency Service Dispatch Agreement with MEDIX Ambulance

SUMMARY STATEMENT:

The current agreement with MEDIX Ambulance was approved at the August Board meeting and is set to expire on December 31, 2024. The proposed rate for the 2025 Medix contract is unchanged.

RECOMMENDED ACTION:

Motion to approve agreement with MEDIX Ambulance for dispatch services for the period of January 1, 2025 through December 31, 2025.

Expenditure Required: N/A
Amount Budgeted: N/A
Appropriation Required: N/A

EMERGENCY DISPATCH SERVICE AGREEMENT

This Agreement is entered into by the COWLITZ 911 Public Authority, a Washington public safety agency, (hereinafter referred to as "Cowlitz 911") and MEDIX Ambulance Service, Inc., an Oregon corporation, licensed to do business in Washington state, (hereinafter referred to as "MEDIX").

1. RECITALS.

- 1.1 **Status of Parties.** Cowlitz 911 operates a public safety dispatch center, located at 2790 Ocean Beach Highway, Longview, WA 98632 and has the facilities and personnel needed to provide dispatch services to other public safety entities. MEDIX has a need for such dispatch services.
- 1.2 **MEDIX** is a foreign profit corporation with a principal business address of 2325 SE Dolphin Avenue, Warrenton, OR, 97146.
- 1.3 **Request.** The City of Longview Fire Department has asked COWLITZ 911 to continue dispatch services to MEDIX from January 1, 2025, through December 31, 2025.
- 1.4 **Purpose.** It is the purpose of this Agreement to establish the terms and conditions under which COWLITZ 911 will continue dispatching services to MEDIX during the dates outlined in this agreement.

2. EFFECTIVE DATE. To carry out the purpose of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

- 2.1 This Agreement shall be effective on January 1, 2025, and will terminate on December 31, 2025, unless otherwise terminated or extended pursuant to a future written agreement of the parties.

3. COWLITZ 911's RESPONSIBILITIES. COWLITZ 911 agrees to furnish dispatch services, using its existing equipment and communications, to MEDIX pursuant in accord with COWLITZ 911's standard operating procedures and to furnish the following services:

- 3.1 Track unit status, location, and other pertinent information.
- 3.2 Maintain radio and support communications with MEDIX from the time of the initial call and to provide additional assistance as needed within customary support as provided by COWLITZ 911.
- 3.3 Record and maintain a record of radio and telephone communications relating to all emergency incidents as required by the COWLITZ 911 policy, unless requested by MEDIX to retain any record for a longer time.
- 3.4 Provide communication services to process requests for support assistance from other law enforcement agencies, utilities, medical services, fire services, and other services to aid MEDIX if such assistance should be requested.
- 3.5 The services to be provided by COWLITZ 911 shall be provided twenty-four (24) hours per day, seven (7) days per week, during the term of this Agreement.
- 3.6 COWLITZ 911 shall provide MEDIX with a copy of its standard radio operating procedures rules for dispatching. This document was provided to MEDIX by Longview Fire.
- 3.7 COWLITZ 911 is currently, and will in the future, consider other programs and services not specifically related to dispatch services described in this Section 3. This does not provide for or otherwise address such additional programs or services. Such additional programs or services shall be subject to further negotiations and agreement of the parties.

4. MEDIX RESPONSIBILITIES. MEDIX warrants that its equipment is compatible, as is, with the communications equipment of COWLITZ 911, and further agrees as follows:
 - 4.1 MEDIX shall comply with all written response procedures provided by Longview Fire Dept., describing procedures MEDIX shall use to dispatch calls transmitted by COWLITZ 911 to MEDIX dispatch.
 - 4.2 MEDIX shall comply with the standard procedural rules for COWLITZ 911 dispatch as may be established from time to time by COWLITZ 911, after written notification to MEDIX and as applies to COWLITZ 911.
 - 4.3 MEDIX has examined and agrees and will conform to the standard communications procedures and mobile/portable numbering configurations as established by COWLITZ 911. Mobile/portable renumbering will not be concluded without prior consultation with COWLITZ 911.
 - 4.4 MEDIX acknowledges that information conveyed to MEDIX in the course of dispatch may include sensitive and confidential information in accordance with contractual agreements and as required by Washington state law, including, but not necessarily limited to, E911 ALI (Automatic Location Identifier) Data. MEDIX agrees to maintain the confidentiality of such information, which shall be utilized solely for the purposes of receiving and dispatching emergency calls. MEDIX further agrees to indemnify, defend and hold harmless COWLITZ 911 for any breach by MEDIX, its agents and assigns, of such confidential communications.
5. FEE FOR SERVICES.
 - 5.1 MEDIX agrees to pay COWLITZ 911, as consideration for the services provided by COWLITZ 911, \$21.69 per CAD event dispatched and assigned to MEDIX and an additional \$.68 administrative fee for each of those events billed.
 - 5.2 Payment schedule. MEDIX agrees to pay COWLITZ 911 fees at the rate provided for in Section 5.1 above, within 45 days of the invoice date. COWLITZ 911 will invoice for services from January 1, 2025, through December 31, 2025 on a quarterly basis, beginning in January, 2025.. Any failure to do so, MEDIX agrees to pay legal interest rate on the amounts owed by twelve (12) percent per annual.
6. LIABILITY. Each party shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only, and shall save, defend, and hold the other party and its personnel and officials harmless from any costs, expenses, losses, and damages, including costs of defense incurred as a result of any acts or omission of such party relating to the performance of this Agreement. MEDIX shall provide proof of commercial general liability insurance of two (2) million dollars per occurrence and two (2) million dollars aggregate to COWLITZ 911.
7. LIMITATION OF AGREEMENT. This Agreement is entered into for the benefit of the parties to this Agreement only. The Agreement is not intended to confer any benefits on any other parties, and therefore, no other or third party shall be entitled to rely on the terms of this Agreement or anticipate receipt of any benefit as a result of the performance of this Agreement.
8. NOTICES. All notices, requests, demands, and other communications required by this Agreement, shall be in writing and except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, or at the time of mailing, if mailed by first class, postage prepaid, and addressed to the party at its address as stated in this Agreement, or at such address as the party may designate at any time in writing to the other party.

9. **MODIFICATION.** This instrument constitutes the entire Agreement between the parties and supersedes all prior Agreements. No modification or amendment shall be valid unless evidenced in writing, lawfully authorized, and signed by both parties.
10. **OPERATIONAL REVIEW PROCEDURE.** It is agreed that representatives of COWLITZ 911 and MEDIX shall meet periodically, if requested by either party, to review operations or procedural matters of COWLITZ 911 and/or MEDIX.
11. **TERMINATION.**
 - 11.1 **For breach.** If COWLITZ 911 determines that a breach of the contract has occurred, that MEDIX has failed to comply with any terms or conditions provided for in this Agreement, or has otherwise failed to provide in any manner the work or services agreed to herein, and if COWLITZ 911 deems said breach to warrant corrective action, the following procedure will apply:
 - 11.1.1 COWLITZ 911 shall notify MEDIX in writing of the nature of the breach and what evidence is available, if any.
 - 11.1.2 MEDIX shall have 10 business days to return a Corrective Action Plan to COWLITZ 911.
 - 11.1.3 COWLITZ 911 shall thereafter notify MEDIX in writing within three (3) business days of COWLITZ 911's determination as to the sufficiency of MEDIX's Corrective Action Plan. The determination of the sufficiency of the MEDIX Corrective Action Plan will be at the sole discretion of COWLITZ 911.
 - 11.1.4 In the event that MEDIX does not respond within the appropriate time with the Corrective Action Plan, or the MEDIX Corrective Action Plan is determined by COWLITZ 911 to be insufficient, COWLITZ 911 may commence termination of this contract in whole or in part.
 - 11.2 **For any reason.** This Agreement may be terminated without cause, in whole or in part, prior to the date specified above in Section 2, by either party providing the other thirty (30) days advance written notice of the termination.
 - 11.3 **For breach or impossibility.** COWLITZ 911 or MEDIX may terminate this contract, in whole or in part, upon ten (10) days advance written notice in the event:
 - 11.3.1 There is a substantial breach of any duty, obligation, or service required pursuant to this Agreement; or
 - 11.3.2 The duties, obligations, or services required herein become impossible, illegal, or infeasible.
 - 11.4 Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

12. **COWLITZ 911 EQUIPMENT.** All transmitters, consoles, alerting devices, call receiving equipment, and related facilities located at the COWLITZ 911 Dispatch Center shall be purchased, operated, and maintained by COWLITZ 911.
13. The parties to this Agreement acknowledge that COWLITZ 911 retains sole authority to determine the technical, operational, and equipment needs of the COWLITZ 911 systems. This is necessary to ensure maintenance of COWLITZ 911's high standards and the highest degree of compatibility and effectiveness common among member/user agencies.
14. **INTEGRATION.** This agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions and agreements.

Dated: _____

Cowlitz 911 Public Authority:

Darr Kirk
Executive Director

MEDIX:

Authorized Signature

Printed Name

Title