

Cowlitz 911 Public Authority Board of Directors

Meeting Agenda

Wednesday April 13th, 2022 @ 10:00 AM

Hall of Justice EOC

1. Call to Order and Introductions

2. Welcome John Diamond

3. Approval of the Agenda

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

4. Approval of Meeting Minutes

A. 03/23/2022

Recommended Action: A motion to approve the meeting minutes from 03/23/2022

5. 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.

6. Payables

The following transactions are approved as presented

ACCOUNT	TRANS NUMBER	AMOUNT
Claims 03/25/22	359-372	\$ 107,726.23
Payroll 04/5/22	374-413	\$ 129,794.50
TOTAL		\$ 237,520.73

Recommended Action: Motion to approve the payables as presented

7. Norm Krehbiel's Contract

8. Congressionally Directed Spending Request FY23

9. Board Comments/Board Committee Reports

A. LAW TAC Update

B. FIRE TAC Update

10. Director's Report

A. Staffing Update

B. Climate and Culture

C. Facility Update

D. Radio Update

11. Executive Session: Not needed

12. Adjournment

13. Closed Meeting: Will be held

Cowlitz 911 Public Authority Board of Directors

Meeting Minutes

Wednesday March 9th, 2022 @ 10:00 AM

Remote ZOOM Meeting

Attendance

Board Members: Ruth Kendall; Kurt Sacha; Robert Huhta (alternate, voting); Dennis Weber; Brad Thurman; Andy Hamilton; Alan Headley; Bill Lemonds (alternate, voting); Ralph Herrera

Staff: Norm Krehbiel; Briana Harvill; Jerry Jensen; Deanna Wells; Frank Randolph (general council); Don Turrentine

Guests: Mike Wallin; Chris Smith; Troy Brightbill; Darr Kirk; Scott Neves; Jim Kelly; Charlie Worley; Eric Koreis, Brandon Poff

Board Members Absent and No Alternate:

1. Call to Order and Introductions

Brad Thurman called the meeting to order at 10:00 AM.

2. Approval of the Agenda

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

Sacha made a motion to approve the agenda as amended. Weber seconded; all in favor, motion carried.

3. Approval of Meeting Minutes

A. 03/09/2022

B. 03/11/2022

Recommended Action: A motion to approve the meeting minutes from 03/09/2022 and 03/11/2022

Weber made a motion to approve the meeting minutes. Headley 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. 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
Claims 03/11/22	304-315	\$ 127,823.27
Payroll 03/18/22	320-355	\$114,734.00
TOTAL		\$ 242,557.27

Recommended Action: Motion to approve the payables as presented

Sacha made a motion to approve payables as presented. Headley seconded; all in favor, motion carried.

6. Board Comments/Board Committee Reports

A. LAW TAC Update- met last week. CAD training started yesterday. Worked with Fire TAC on how to get them access to law calls with the new CAD system.

B. FIRE TAC Update- Working on response plans and run cards.

7. Director's Report

- A. Staffing Update-** 17 dispatchers and 3 trainees. We were going to have 3 dispatch interviews this week but had to reschedule due to Janelle being out sick. We will be rescheduling these interviews when she is back in the office.
- B. Climate and Culture-** Staff appreciated being able to be a part of the director search and being able to give their input.
- C. Facility Update-** Substantial completion pushed out 2-3 weeks due to a project manager change. Terry Wilson, who was the project manager, announced he was taking a new position with a new contractor and would be leaving.
- D. Radio Update –** We plan on having radio consoles running at the current center and the new center simultaneously so that we can install the consoles at the new center and test them to make sure everything is running correctly. When discussing the contract with Motorola, they presented a timeline of 8 months from the time of the PO and after lengthy discussions, the representative from Motorola stated that wouldn't commit to anything less than that timeline due to supply chain issues with one primary piece of equipment that we need. The shipping delay for the equipment is anywhere from 16 – 24 weeks. Cowlitz 911 had some lengthy discussions internally about all of the options and the only one we could come up with was to operate off of mobile radios, which would take about 2 weeks to set up that connectivity at the Ocean Beach site and we felt that the risks outweighed the benefit and we would rather do it right and potentially delay the move-in/go live date at Ocean Beach versus putting responders and/or the public at risk and diminishing our capabilities. We had a conversation with Motorola about potentially taking equipment we need from other projects that aren't as time sensitive and put us ahead of those projects. They will be looking into this but are unable to commit to this option. The worst-case scenario, according to the 8 months schedule, our move-in date would be pushed back to mid-November. If we were to get the equipment in 24 weeks, it would take a couple weeks to get everything installed, but that would put us at a move-in date of mid-September. ECW CallWorks will not have a setback like the radio consoles. This will continue to move forward according to the original schedule. We plan to start moving equipment over and setting it up as soon as we can take over residency of the new building. Everyone from Motorola on the radio project, ECW project and the Spillman project will be meeting to coordinate on their side so that it is a smooth transition. The go live date for Spillman will not change. We will go live at our current site according to the schedule and then when we move to the new facility it will just be the matter of a switch that will allow us to switch over to the servers at the Ocean Beach site. The official go live date for Spillman is June 7, 2022. Dennis Weber will look into the current lease agreement we have for the current facility to see when the expiration date is for the contract. There was an issue with the Conduent at the Baker's corner site and Day Wireless was looking into it. They are trying to figure out where it starts so they can blow the line up without messing up other stuff. Once this is done, they will run the wiring and put-up receivers. Castle Rock's meter head is being installed and equipment is already up on the tower. We worked with the mayor of Woodland, who worked with the public works director, and they identified another location on the water treatment property, just outside the plant itself for the

Woodland site. Day Wireless is going to work with them to make sure they can run lines to the Davis Peak Link. We will have to get clearance from the FAA because the tower will need to be taller than our original clearance was and the location difference. We will be getting a new quote for this site.

8. Executive Session: Qualifications of an applicant for public employment. RCW 42.30.110 (1)(g):
The board entered executive session at 10:25 AM for 10 minutes. The board asked for a 5-minute extension. Executive session ended at 10:40 AM. No action was taken in executive session.

9. Employment Contract: The board would like to consider the potential hiring of executive director candidate John Diamond. We went through an application process that included 13 applicants as they went through various processes and narrowed down to our finalist, John Diamond.

Headley made a motion to approve moving forward with the hiring of John Diamond based on the conditional offer. Huhta seconded; all in favor, motion carried.

10. Adjournment: Meeting adjourned at 10:43

11. Closed Meeting: Will be held

Brad Thurman, Chair

Attest:

Briana Harvill, Acting Clerk of the Board

CHECK REGISTER

Cowlitz 911

Time: 14:13:35 Date: 04/08/2022

03/25/2022 To: 04/05/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
402	04/05/2022	Payroll	1	EFT	COWLITZ COUNTY TREASURER'S OFFICE (IRS)	20,904.63	941 Deposit for Pay Cycle(s) 04/05/2022 - 04/05/2022
359	03/25/2022	Claims	1	11729	AMERICAN REGISTRY FOR INTERNET NUMBERS	50.00	ARIN - INV: SI412040 - NEW IP ADDRESSES FOR REDUNDANT INTERNET AT NEW CENTER & BACKUP SITE
360	03/25/2022	Claims	1	11730	CDW GOVERNMENT LLC	55,074.20	CDW-G INV: S877469 - WATCHGUARD SHORT RANGE SFP+ TRANSCEIVER MODULE X2; CDW-G INV: S884378 - WATCHGUARD SHORT RANGE SFP+ TRANSCEIVER MODULE X6, WATCHGUARD FIREBOX M470 X2, WATCHGUARD EXPANSION MODULE;
361	03/25/2022	Claims	1	11731	CITY OF LONGVIEW	981.30	MARCH 2022 LOST RENT 2790 OCEAN BEACH HWY
362	03/25/2022	Claims	1	11732	COWLITZ COUNTY LEASE PAYMENT	14,470.31	March 2022 Lease Payment - INV: OFM-2022-126-0322
363	03/25/2022	Claims	1	11733	COWLITZ COUNTY PURCHASING	178.54	COWLITZ COUNTY PURCHASING: FEBRUARY 2022 POSTAGE & PHONE
364	03/25/2022	Claims	1	11734	DAY WIRELESS	19,796.21	DAY WIRELESS DAVIS PEAK TO WOODLAND LINK REPLACEMENT - INV713206
365	03/25/2022	Claims	1	11735	JOHN DIAMOND	489.12	INV: 2022-065 - REIMBURSEMENT FOR MILEAGE & FIRST NIGHT HOTEL
366	03/25/2022	Claims	1	11736	MORE POWER TECHNOLOGY-NONPROJECT	903.44	MORE POWER - TECHNICIAN BUSINESS HOURS LABOR WATCHGUARD SCAN FOR CYCLOPS BLINK VULNERABILITY - INV:13198; MORE POWER - MICROSOFT OFFICE 365 MONTHLY SUBSCRIPTION 36X\$20 & MICROSOFT 365 PROTECTION 36X\$2
367	03/25/2022	Claims	1	11737	PRIORITY DISPATCH	125.00	JERRY JENSEN EMD-Q RECERT INV: SIN304998
368	03/25/2022	Claims	1	11738	RELIABLE ADMINISTRATION SOLUTIONS	6,000.00	RELIABLE ADMIN SOLUTIONS - INV: 22-17 - JANUARY, FEBRUARY & MARCH 2022 SERVICES
369	03/25/2022	Claims	1	11739	RICE FERGUS MILLER	9,065.00	2018095.02-024 COWLITZ 911 PUBLIC AUTHORITY
370	03/25/2022	Claims	1	11740	ROBERT SCHAEFER	27.79	INV: 2022-062 - MILEAGE FOR LIAISON MEETING FOR D1 @ STATION 12
371	03/25/2022	Claims	1	11741	TOSHIBA AMERICA BUSINESS SOLUTIONS	421.97	TOSHIBA 03/03/2022 - 04/02/2022 COPIER RENT, BLACK/WHITE COPIES & COLOR COPIES - INV: 5019195832
372	03/25/2022	Claims	1	11742	WCIF	143.35	WCIF ADJ FOR APRIL 2022 INVOICE
395	04/05/2022	Payroll	1	11743	MICHELLE SIMS	2,294.97	
403	04/05/2022	Payroll	1	11744	ESD - PFMLA	2,513.26	Pay Cycle(s) 01/01/2022 To 03/31/2022 - PFMLA

CHECK REGISTER

Cowlitz 911

Time: 14:13:35 Date: 04/08/2022

03/25/2022 To: 04/05/2022

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
404	04/05/2022	Payroll	1	11745	ESD	2,575.93	1st Quarter Unemployment: 01/01/2022 - 03/31/2022
405	04/05/2022	Payroll	1	11746	KAISER PERMANENTE MEMBERSHIP ADMIN	3,907.43	Pay Cycle(s) 04/05/2022 To 04/05/2022 - MEDICAL-KAISER
406	04/05/2022	Payroll	1	11747	WA STATE DEPT OF L&I	3,049.27	1ST Quarter L&I: 01/01/2022 - 03/31/2022
407	04/05/2022	Payroll	1	11748	WA STATE DEPT OF RETIREMENT	12,825.34	Pay Cycle(s) 04/05/2022 To 04/05/2022 - PERS2; Pay Cycle(s) 04/05/2022 To 04/05/2022 - PERS3
408	04/05/2022	Payroll	1	11749	WCIF	8,073.40	Pay Cycle(s) 04/05/2022 To 04/05/2022 - MEDICAL-WCIF; Pay Cycle(s) 04/05/2022 To 04/05/2022 - LIFE INS BUYUP; Pay Cycle(s) 04/05/2022 To 04/05/2022 - LTD BUYUP; Pay Cycle(s) 04/05/2022 To
374	04/05/2022	Payroll	2	EFT	MELISSA BEAL	1,918.63	
375	04/05/2022	Payroll	2	EFT	KRISTY BROWN	1,289.42	
376	04/05/2022	Payroll	2	EFT	SUZANNE DEISHER	1,562.13	
377	04/05/2022	Payroll	2	EFT	JANELLE EDWARDS	2,381.45	
378	04/05/2022	Payroll	2	EFT	JOSHUA EVALD	2,228.68	
379	04/05/2022	Payroll	2	EFT	MISTI GIBBS	1,898.30	
380	04/05/2022	Payroll	2	EFT	MARIA GILBERT	2,117.12	
381	04/05/2022	Payroll	2	EFT	BRIANA HARVILL	1,944.58	
382	04/05/2022	Payroll	2	EFT	TARA HUHTA	1,671.25	
383	04/05/2022	Payroll	2	EFT	JERRY JENSEN	2,317.41	
384	04/05/2022	Payroll	2	EFT	NORMAN KREHBIEL	7,556.61	
385	04/05/2022	Payroll	2	EFT	ANNA LAUDENSCHLAGER	2,315.99	
386	04/05/2022	Payroll	2	EFT	JULIA MARTIN	1,459.01	
387	04/05/2022	Payroll	2	EFT	TRACEY MORSE	1,853.09	
388	04/05/2022	Payroll	2	EFT	TRACY MOSIER	1,805.38	
389	04/05/2022	Payroll	2	EFT	TRISTA OJALEHTO	2,033.11	
390	04/05/2022	Payroll	2	EFT	SAMANTHA PERRY	2,570.95	
391	04/05/2022	Payroll	2	EFT	JOLENE PINNAK	1,529.13	
392	04/05/2022	Payroll	2	EFT	SHELLY REEVES	1,867.71	
393	04/05/2022	Payroll	2	EFT	KAYLEE SCHAEFER	2,155.29	
394	04/05/2022	Payroll	2	EFT	ROBERT SCHAEFER	2,588.45	
396	04/05/2022	Payroll	2	EFT	REBECCA SWANSON	1,856.45	
397	04/05/2022	Payroll	2	EFT	MELISSA THOMAS	1,017.19	
398	04/05/2022	Payroll	2	EFT	DON TURRENTINE	3,591.65	
399	04/05/2022	Payroll	2	EFT	DEANNA WELLS	2,877.28	
400	04/05/2022	Payroll	2	EFT	TODD WHITE	1,227.01	
401	04/05/2022	Payroll	2	EFT	RACHAEL YOUNG	108.64	
409	04/05/2022	Payroll	2	EFT	CAPSCO	57.50	Pay Cycle(s) 04/05/2022 To 04/05/2022 - ASSN FEE
410	04/05/2022	Payroll	2	EFT	COWLITZ 911 EMERGENCY SERVICES ASSN	415.00	Pay Cycle(s) 04/05/2022 To 04/05/2022 - UNION DUES; Pay Cycle(s) 04/05/2022 To 04/05/2022 - INITIATION FEE
411	04/05/2022	Payroll	2	EFT	HRA VEBA	9,846.82	Pay Cycle(s) 04/05/2022 To 04/05/2022 - VEBA
412	04/05/2022	Payroll	2	EFT	ONE AMERICA	4,820.29	Pay Cycle(s) 04/05/2022 To 04/05/2022 - DEF COMP
413	04/05/2022	Payroll	2	EFT	VIMLY BENEFIT SOLUTIONS	768.75	Pay Cycle(s) 04/05/2022 To 04/05/2022 - HSA

COWLITZ 911

Police • Fire • Medical

TERMINATION OF INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

WHEREAS, COWLITZ 911, a Washington State Public Authority (“Employer”) and NORM KREHBIEL (“Employee”) entered into an Interim Executive Director Employment Contract, dated November 8, 2021 (a copy of which is attached as Exhibit A), whereby Employee agreed to perform the duties of the Interim Executive Director of COWLITZ 911, in order for Employer to conduct a formal search for a permanent Executive Director; and

WHEREAS, Employer has completed said search to its satisfaction and now has contracted with a permanent Executive Director; and

WHEREAS, Employee now wishes to be relieved of his duties as Interim Director;

NOW THEREFORE, Employer and Employee (the “Parties”) agree as follows:

1. The Parties mutually agree to the termination of the above stated November 8, 2021 Interim Executive Director Employment Contract, effective as stated below.

2. Furthermore, the Employer wishes to express its appreciation for the great public service performed by Employee as Interim Executive Director, on such short notice, for the benefit of COWLITZ 911 and the Cowlitz County community.

EFFECTIVE DATE OF THIS AGREEMENT: The _____ day of April, 2022

**EMPLOYER/For Cowlitz 911
Board of Directors:**

EMPLOYEE:

Brad Thurman, Chair

Norman Krehbiel

ATTEST:

APPROVED AS TO FORM ONLY:

Briana Harvill, Acting Clerk of the Board

Frank F. Randolph, Counsel to Cowlitz 911

PERSONAL SERVICES AGREEMENT

Contract Number:

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 Public Authority") and NORMAN KREHBIEL d.b.a. NK Project Solutions, with owner and contact as follows

Name: Norman Krehbiel
Address: 3905 Pennsylvania St #61
Longview, WA 98632
Phone N^o: (360) 430-7883

(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)

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 _____ day of April 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate upon completion of the 911 Call Center, which is presently anticipated to be on or before the _____ day of _____, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20_____.

CONTRACTOR:

COWLITZ 911 PUBLIC AUTHORITY:

Norman Krehbiel

Title: Chair of the Board, Brad Thurman
(Approval subject to Board ratification or authorization)

Date: _____, 2022

General Counsel, Frank Randolph

ATTEST:

CONTRACT HAS BEEN APPROVED AS TO FORM BY
COWLITZ 911 PUBLIC AUTHORITY GENERAL
COUNSEL

Acting Clerk of the Board, Briana Harvill

SCOPE OF WORK

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

Project/Construction Management to include planning, coordinate and oversight of the construction of a 12,000 square foot public safety industry standard facility with secure parking from project inception through completion.

Scope of work shall include regular and ongoing communications with the Cowlitz 911 Executive Director, the architectural firm, contractor(s), municipality staff as it relates to building and planning, zoning, permitting, etc.

As the project manager, contractor will manage the project by keeping the project on budget, within timeline, and verify all deliverables are met, in the event the budget, timeline or deliverables require mitigation, those changes must be approved by the Executive Director or the Cowlitz 911 PA Board depending on the nature of the problem.,

Assist in the preparation, solicitation, and selection of the commercial contractor, and or subcontractors.

- Reviewing the project in-depth to schedule deliverables and estimated costs
- Determine and define the scope of deliverable as it relates to the construction of the facility
- Predict resources needed to complete the construction
- Assist in obtaining necessary permits, approvals, and other regulatory prerequisites
- Manage cost in order to meet budget
- Manage construction schedule and activities
- Issue progress updates as needed regarding costs and timelines
- Participate as a member of the facilities committee
- Provide direction with onsite and offsite construction, ensure work is completed in compliance with building and safety regulations
- Provide direction over contracts and subcontracts
- Oversight in the management of materials, equipment, and resources
- Coordinate efforts across entire project between architects, designers, engineers, contractors and subcontractors
- Analyze, manage and mitigate risks, plan ahead to prevent problems and resolve emerging problems
- Assist in the negotiations of terms of agreements, change orders, draft contracts and ensure proper permits, inspections and licensing have been obtained
- Ensure quality construction standards and the use of proper construction techniques are utilized
- Meet contractual conditions of performance
- Review the work progress on a daily or weekly basis as appropriate depending on the status of the project
- Develop a comprehensive detailed project plan and utilize benchmarks to track overall progress
- Effectively communicate the plan to contractors, subcontractors, client, while maintaining good relationships with all stakeholders

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

COMPENSATION

1. HOURLY RATES: For services rendered, the Cowlitz 911 PA shall compensate the Contractor at the following hourly rates:

<i>Name/Position</i>	<i>Hourly Rate</i>
Norman Krehbiel	\$200.00

Payments for progress toward completed tasks shall be made no more frequently than monthly.

Each request for payment shall be supported by an invoice specifying: number of hours worked; tasks for which compensation is sought and; payment amount requested.

In no event shall Contractor be compensated in excess of Two hundred thousand DOLLARS (\$200,000.00) for the completed work set forth in Attachment "A."

2. AND

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

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the Cowlitz 911 PA 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 PA, 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 PA 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 Executive Director.
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 PA 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 Public Authority employees. The Contractor represents that it maintains a separate place of business, serves clients other than the Cowlitz 911 PA, 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, if any, and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Cowlitz 911 Public Authority is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Cowlitz 911 Public Authority for any payments made or required to be made by Cowlitz 911 Public Authority. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government 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 Public Authority 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 PA 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 by any federal or state auditor. The Cowlitz 911 PA shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Cowlitz 911 PA Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by Cowlitz 911 PA agents or employees, inspection of all records or other materials which the Cowlitz 911 PA 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, within Cowlitz 911 Public Authority, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in a prior writing, signed by each of the parties.
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, the Cowlitz 911 PA may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the Cowlitz 911 PA's option, 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 the Cowlitz 911 PA 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 PA in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the Cowlitz 911 PA by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, 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. The Cowlitz 911 PA may terminate the contract in whole or in part whenever the Cowlitz 911 PA determines, in its sole discretion, that such termination is in the interests of the Cowlitz 911 PA. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. 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 the Cowlitz 911 PA, at any time during the term, whether for default or convenience, shall not in itself constitute a breach of contract by the Cowlitz 911 PA.
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, the Cowlitz 911 PA may terminate this contract upon thirty (30) days written notice to the Contractor. No penalty or expense shall accrue to the Cowlitz 911 PA 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 the Cowlitz 911 PA with an accounting of authorized services provided through the effective date of termination.
 - c) If the Agreement has been terminated for default, the Cowlitz 911 PA may withhold a sum from the final payment to the Contractor that the Cowlitz 911 PA determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. Consultant shall defend, indemnify and hold Cowlitz 911 PA, 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 Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of Cowlitz 911 PA.

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 Consultant and Cowlitz 911 PA, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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 the Cowlitz 911 PA 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 PA may withhold from amounts otherwise due and payable to Contractor the amount determined by the PA as necessary to cure the default, until the Cowlitz 911 PA Executive Director determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the Cowlitz 911 PA 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 the Cowlitz 911 PA 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. The Cowlitz 911 PA may act in accordance with any determination of the Cowlitz 911 PA 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, (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 PA 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 the Cowlitz 911 PA. 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. Disputes:
 - a) General. Differences between the Contractor and the Cowlitz 911 PA, arising under and by virtue of the contract documents shall be brought to the attention of the Cowlitz 911 PA 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 PA 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 PA 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 PA Executive Director are in error.

In connection with any appeal under this clause, the Contractor and Cowlitz 911 PA 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. The decision of the Cowlitz 911 PA 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 PA Executive Director or the Cowlitz 911 PA, or (2) the happening of any event or occurrence, unless the Contractor has given the Cowlitz 911 PA 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 PA. The written Notice of Potential Claim shall set forth the reasons for which the 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 PA, the Contractor has given the Cowlitz 911 PA 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.
19. **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 PA 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.
20. **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 PA Executive Director's sole discretion, be required to repay to the Cowlitz 911 PA all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the Cowlitz 911 PA 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 PA Executive Director demands repayment of funds.

21. **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 PA Executive Director. For purposes of this Agreement, the Cowlitz 911 PA Executive Director is:

Name: John Diamond
 Title: Executive Director
 Department: Cowlitz 911 Public Authority

Address: 312 SW 1st Ave
Kelso, WA. 98626

Telephone: _____

E-mail: diamondj@cowlitz911.org

Fax: 360-414-5529

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 PA 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.

22. 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.
23. 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 the Cowlitz 911 PA and the Contractor. The Contractor shall insure that in all subcontracts entered into, Cowlitz 911 PA is named as an express third-party beneficiary of such contracts with full rights as such.
24. Third Party Beneficiaries. This agreement is intended for the benefit of the Cowlitz 911 PA and Contractor and not for the benefit of any third parties.
25. 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.
26. 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.
27. 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 PA 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.
28. 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.
29. 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).

30. 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.
31. 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 paid reasonable attorney fees and legal costs.
32. 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.
33. Survival. Without being exclusive, Paragraphs 4, 7, 13-18, 19-20 and 28-33 of 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.
34. 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 at a minimum monthly written progress reports to the Cowlitz 911 PA Executive Director as set forth below:
 - With each request for payment.
 - Monthly.
 - Quarterly.
 - Semi-annually.
 - Annually.
 - Project completion.
 - Other (specify) Regular Communications, phone, email, etc.

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives, budget 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. The Cowlitz 911 PA , 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:

- COMPREHENSIVE GENERAL LIABILITY:**
 - Bodily injury, including death. \$1,000,000 per occurrence
 - Property damage \$1,000,000 per occurrence
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**
 - Endorsement (two year tail). \$1,000,000 per occurrence
- WORKERS COMPENSATION:** Statutory amount
- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles**
 - Bodily injury, liability, including death \$500,000 per occurrence
 - Property damage liability \$100,000 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. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the Cowlitz 911 PA 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 PA. The Cowlitz 911 PA 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 PA 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 PA in writing. For any deductibles or self-insured retentions exceeding \$10,000 or any stop-loss provisions, the Cowlitz 911 PA 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 Cowlitz 911 PA, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement or notation of additional insured status on a Certificate of Insurance shall not satisfy these requirements. [*This endorsement shall not be required if the Contractor is a governmental entity and is insured through a governmental entity risk pool authorized by the State of Washington.*]

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the Cowlitz 911 PA 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 1st, 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.

COWLITZ 911 PA RETAINS THIS FORM

Individual contractors and service providers must complete and sign

Note: At the time of the execution of this agreement, the Governor had issued Proclamation by the Governor Amending Proclamation 20-05, 20-39 Post-Retirement Employment, including, but not limited to, the waiver and suspension of specific statutory restrictions limiting post-retirement employment, as provided therein.

- 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: INDIVIDUAL CONTRACTOR COMPLETES THIS SECTION AND SIGNS:

- Did you retire from one of the State of Washington Retirement Systems? **YES** **NO**
- Did you retire before age 65 using the 2008 early retirement factors (ERF)? **YES** **NO**
- Will you be receiving direct compensation for your services? **YES** **NO**
- Will you be receiving indirect compensation for your services? **YES** **NO**

CONTRACTOR: Norman Krehbiel

Signature: _____

Date:

SECTION 2: COWLITZ 911 PA COMPLETES THIS SECTION AND RETAINS FOR AUDIT PURPOSES:

[Use Member Reporting Verification (MRV) to verify the past retirement membership]

- 1. Contractor **has been** a member of a Washington State Retirement System **YES** **NO**
If **YES**, what system and plan?

- | | | | |
|---|---------------------------------|--|---------------------------------|
| <input type="checkbox"/> Teachers' Retirement System (TRS) | <input type="checkbox"/> Plan1 | <input type="checkbox"/> Plan 2 | <input type="checkbox"/> Plan 3 |
| <input type="checkbox"/> School Employees' Retirement System (SERS) | | <input type="checkbox"/> Plan 2 | <input type="checkbox"/> Plan 3 |
| <input checked="" type="checkbox"/> Public Employees' Retirement System (PERS) | <input type="checkbox"/> Plan 1 | <input checked="" type="checkbox"/> Plan 2 | <input type="checkbox"/> Plan 3 |
| <input type="checkbox"/> Public Safety Employees' Retirement System (PSERS) | | <input type="checkbox"/> Plan 2 | |
| <input type="checkbox"/> Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF) | <input type="checkbox"/> Plan 1 | <input type="checkbox"/> Plan 2 | |
| <input type="checkbox"/> Washington State Patrol Retirement System (WSPRS) | <input type="checkbox"/> Plan 1 | <input type="checkbox"/> Plan 2 | |
| <input type="checkbox"/> Judicial Retirement System (JRS) | <input type="checkbox"/> | | |

- 2. Is the contractor a retiree of a Washington State Retirement System? Yes No
- 3. Did the contractor retire before age 65 using the 2008 ERF? Yes No

I have verified the information above using MRV or by contacting DRS, and I have evaluated the individual Contractor, Independent Contractor or Service Provider under WAC 415-02-110 and/or DRS Form-MS 344 (R 5/09), and the Internal Revenue Service rules governing independent contractor status.

COWLITZ 911 PA OFFICIAL/DEPARTMENT REPRESENTATIVE: Phil Jurmu, Executive Director

Signature: _____ Date:

COWLITZ 911 PA RETAINS THIS FORM