

# Cowlitz 911 Public Authority Board of Directors

## Meeting Agenda

Wednesday May 21<sup>st</sup>, @ 10:00 AM

Hybrid – Cowlitz 911 & Zoom

**1. Call to Order and Introductions**

**2. Approval of the Agenda – Board Action**

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

**3. Approval of Meeting Minutes - Board Action**

**A. 04/16/2025 Meeting Minutes**

**Recommended Action:** A motion to approve the meeting minutes from 04/16/25.

**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 04/18/25 | 501 – 539    | \$154,395.80        |
| Payroll 04/23/25 | 553 – 557    | \$46,984.45         |
| Payroll 05/05/25 | 575 – 612    | \$151,644.01        |
| Claims 04/21/25  | 541 – 551    | \$239,537.78        |
| Claims 04/23/25  | 552          | \$195.34            |
| Claims 05/06/25  | 619 – 638    | \$269,935.91        |
| TOTAL            |              | <b>\$862,693.29</b> |

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

**6. Contract with AMR – Board Action**

**7. Contract with Coroner – Board Action**

**8. More Power Contract - Board Action**

**9. AI – Board Action**

**10. Day Wireless Radio Contract – Board Action**

**11. Resolution 2025-002 – Board Action**

**12. Board Comments/Board Committee Reports**

**A.** LAW TAC Update

**B.** FIRE TAC Update

**13. Director's Report**

**A.** Staffing Update

**B.** Radio Project Update

**14. Old Business: If needed**

**15. Executive Session: RCW 42.30.140(4) Discussion regarding qualifications of a public employee**

**16. Adjournment**

# Cowlitz 911 Public Authority Board of Directors

## Meeting Minutes

Wednesday April 16<sup>th</sup>, 2025 @ 10:00 AM

Hybrid – Cowlitz 911 & ZOOM

### Attendance

**Board Members:** Ruth Kendall (alternate, voting); Andy Hamilton; Alan Headley; Brad Thurman; Charlie Worley (alternate, voting); Ralph Herrera; Rick Dahl; Robert Huhta; Jen Wills

**Staff:** Briana Harvill; Dannyka Baker; Darr Kirk; Jerry Jensen; Jessica Weygandt; Frank Randolph (general counsel)

**Guests:** Rich Fletcher; Scott Goldstein, Brad Hannig; Rob Castro, Jason Kester; Tim Shay; Steve Ferrell; Troy Brightbill

**Board Members Absent and No Alternate:**

### 1. Call to Order and Introductions

Huhta called the meeting to order at 10:00 AM.

### 2. Approval of the Agenda

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

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

### 3. Approval of Meeting Minutes

#### A. March 19, 2025, Meeting Minutes

**Recommended Action:** A motion to approve the meeting minutes from 03/19/25, meeting minutes.

Wills made a motion to approve the 03/19/2025 meeting minutes as presented. Hamilton 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. 911 Proclamation

Huhta read the 911 proclamation for Telecommunicators Week, April 13 – 19, 2025. Darr Kirk announced award winners for Trainer of the Year – Misti Gibbs, Call Taker of the Year – Michelle Sims (days with 9,430) and Ashlyn Munson (nights with 9,430), and Dispatcher of the Year – Ashlyn Munson.

### 6. Payables:

| ACCOUNT          | TRANS NUMBER | AMOUNT              |
|------------------|--------------|---------------------|
| Payroll 03/20/25 | 374 – 414    | \$170,874.34        |
| Payroll 04/04/25 | 436 – 474    | \$151,232.57        |
| Claims 03/20/25  | 418          | \$17,141.16         |
| Claims 03/27/25  | 420 – 435    | \$21,799.29         |
| Claims 04/10/25  | 475 – 496    | \$28,020.05         |
| TOTAL            |              | <b>\$389,067.41</b> |

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

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

**7. Public Comment Memo**

Darr Kirk presented a memo that highlights the switch in CAD systems that happened in 2022 and that the new one does not produce the same information as the old system. Due to this, we are not required to create a record that does not exist already so we will continue to balance the sensitive nature of our work with the public requests for records, maintaining strict adherence to Washington State Law.

**8. Lateral Incentive MOU – Board Action**

**Recommended Action:** Motion to approve the Lateral Incentive MOU as presented.

Herrera made a motion to approve Resolution 2025-001 as presented. Hamilton seconded; Dahl opposed; motion carried with an 8 to 1 vote.

**9. Resolution 2025-001: ILA Piggyback – Board Action**

**Recommended Action:** Motion to approve Resolution 2025-001 as presented.

Herrera made a motion to approve Resolution 2025-001 as presented. Headley seconded; all in favor, motion carried.

**10. Board Comments/Board Committee Reports**

**A. LAW TAC Update:** Attended SNUG in Vancouver and will be looking for updates from Grant County on the testing of radios they are doing. Next meeting is in May.

**B. FIRE TAC Update:** No update – next meeting in May

**11. Director's Report**

**A. Staffing Update:** 17 full-time dispatchers, 3 in training, 20 dispatchers total. Have been conducting interviews over the past couple weeks. One supervisor has put in their notice, Josh Evald was selected to fill the vacant supervisor position.

**B. Radio Project Update:** Will have the Day Wireless contract at the next meeting. There has been testing on the microwaves, and they are working far better than they have been.

**C.** Will have quite a few items for the agenda at the next meeting, such as, a new contract with AMR and the Coroner, an update to the contract with MorePower, and AI for non-emergency calls. Frank has given us notice that he will be retiring at the end of June. Let Darr know of any recommendations the Board may have.

**12. Old Business: N/A**

**13. Executive Session: N/A**

**14. Adjournment: 10:31 AM**

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Robert Huhta, Board Chair

Attest:

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Briana Harvill, Clerk of the Board

# CHECK REGISTER

COWLITZ 911

Time: 09:47:53 Date: 05/14/2025

04/18/2025 To: 04/18/2025

Page: 1

| Trans | Date       | Type    | Acct # | Chk # | Claimant                                | Amount    | Memo                                                                                                                                         |
|-------|------------|---------|--------|-------|-----------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 531   | 04/18/2025 | Payroll | 1      | EFT   | COWLITZ COUNTY TREASURER'S OFFICE (IRS) | 30,510.49 | 941 Deposit for Pay Cycle(s) 03/26/2025 - 04/10/2025                                                                                         |
| 532   | 04/18/2025 | Payroll | 1      | 13684 | WASHINGTON STATE DEPT OF RETIREMENT     | 18,402.49 | Pay Cycle(s) 03/26/2025 To 04/10/2025 - PSERS2; Pay Cycle(s) 03/26/2025 To 04/10/2025 - PERS2; Pay Cycle(s) 03/26/2025 To 04/10/2025 - PERS3 |
| 539   | 04/18/2025 | Payroll | 1      | 13685 | KAISER PERMANENTE MEMBERSHIP ADMIN      | 7,705.24  | PAY DATE 04/04/2025 - MEDICAL-KAISER; Pay Cycle(s) 03/26/2025 To 04/10/2025 - MEDICAL-KAISER                                                 |
| 501   | 04/18/2025 | Payroll | 2      | EFT   | JONATHAN C AGUIRRE                      | 2,433.58  |                                                                                                                                              |
| 502   | 04/18/2025 | Payroll | 2      | EFT   | MICHELLE R ARROWSMITH                   | 3,841.07  |                                                                                                                                              |
| 503   | 04/18/2025 | Payroll | 2      | EFT   | DANNYKA BAKER                           | 1,558.43  |                                                                                                                                              |
| 504   | 04/18/2025 | Payroll | 2      | EFT   | KATIE M COSGROVE                        | 2,903.60  |                                                                                                                                              |
| 505   | 04/18/2025 | Payroll | 2      | EFT   | KATHRYN DAVIS                           | 2,387.27  |                                                                                                                                              |
| 506   | 04/18/2025 | Payroll | 2      | EFT   | MADISON A DEISHER                       | 1,884.70  |                                                                                                                                              |
| 507   | 04/18/2025 | Payroll | 2      | EFT   | JOSHUA EVALD                            | 2,956.63  |                                                                                                                                              |
| 508   | 04/18/2025 | Payroll | 2      | EFT   | MISTI GIBBS                             | 3,313.32  |                                                                                                                                              |
| 509   | 04/18/2025 | Payroll | 2      | EFT   | MARIA GILBERT                           | 2,786.85  |                                                                                                                                              |
| 510   | 04/18/2025 | Payroll | 2      | EFT   | BRIANA HARVILL                          | 2,531.68  |                                                                                                                                              |
| 511   | 04/18/2025 | Payroll | 2      | EFT   | JAMES HLOUSEK                           | 1,811.45  |                                                                                                                                              |
| 512   | 04/18/2025 | Payroll | 2      | EFT   | TARA HUHTA                              | 2,434.66  |                                                                                                                                              |
| 513   | 04/18/2025 | Payroll | 2      | EFT   | JERRY JENSEN                            | 3,840.55  |                                                                                                                                              |
| 514   | 04/18/2025 | Payroll | 2      | EFT   | JEREMY KIRK D                           | 2,791.80  |                                                                                                                                              |
| 515   | 04/18/2025 | Payroll | 2      | EFT   | ANNA LAUDENSCHLAGER                     | 3,033.80  |                                                                                                                                              |
| 516   | 04/18/2025 | Payroll | 2      | EFT   | JULIA MARTIN                            | 3,961.81  |                                                                                                                                              |
| 517   | 04/18/2025 | Payroll | 2      | EFT   | ANDREA R MATZKE                         | 1,936.73  |                                                                                                                                              |
| 518   | 04/18/2025 | Payroll | 2      | EFT   | TRACEY MORSE                            | 2,939.78  |                                                                                                                                              |
| 519   | 04/18/2025 | Payroll | 2      | EFT   | ASHLYN MUNSON                           | 3,082.68  |                                                                                                                                              |
| 520   | 04/18/2025 | Payroll | 2      | EFT   | TRISTA OJALEHTO                         | 2,180.01  |                                                                                                                                              |
| 521   | 04/18/2025 | Payroll | 2      | EFT   | SAMANTHA PERRY                          | 3,062.87  |                                                                                                                                              |
| 522   | 04/18/2025 | Payroll | 2      | EFT   | ERIK R SAYLOR                           | 1,654.28  |                                                                                                                                              |
| 523   | 04/18/2025 | Payroll | 2      | EFT   | KAYLEE SCHAEFER                         | 2,382.03  |                                                                                                                                              |
| 524   | 04/18/2025 | Payroll | 2      | EFT   | ROBERT SCHAEFER                         | 3,681.54  |                                                                                                                                              |
| 525   | 04/18/2025 | Payroll | 2      | EFT   | MICHELLE SIMS                           | 3,275.35  |                                                                                                                                              |
| 526   | 04/18/2025 | Payroll | 2      | EFT   | BRANNON STARR                           | 2,615.75  |                                                                                                                                              |
| 527   | 04/18/2025 | Payroll | 2      | EFT   | JUSTIN J STENNICK                       | 3,709.25  |                                                                                                                                              |
| 528   | 04/18/2025 | Payroll | 2      | EFT   | REBECCA SWANSON                         | 2,672.98  |                                                                                                                                              |
| 529   | 04/18/2025 | Payroll | 2      | EFT   | DON TURRENTINE                          | 4,589.59  |                                                                                                                                              |
| 530   | 04/18/2025 | Payroll | 2      | EFT   | JESSICA M WEYGANDT                      | 2,399.32  |                                                                                                                                              |
| 533   | 04/18/2025 | Payroll | 2      | EFT   | CAPSCO                                  | 60.00     | Pay Cycle(s) 03/26/2025 To 04/10/2025 - ASSN FEE                                                                                             |
| 534   | 04/18/2025 | Payroll | 2      | EFT   | COWLITZ 911 EMERGENCY SERVICES ASSN     | 917.50    | Pay Cycle(s) 03/26/2025 To 04/10/2025 - UNION DUES; Pay Cycle(s) 03/26/2025 To 04/10/2025 - INITIATION FEE                                   |
| 535   | 04/18/2025 | Payroll | 2      | EFT   | EMPOWER TRUST (401A)                    | 579.68    | Pay Cycle(s) 03/26/2025 To 04/10/2025 - 401a Plan                                                                                            |
| 536   | 04/18/2025 | Payroll | 2      | EFT   | EMPOWER TRUST (457B)                    | 2,667.04  | Pay Cycle(s) 03/26/2025 To 04/10/2025 - DEF COMP; Pay Cycle(s) 03/26/2025 To 04/10/2025 - DEF COMP- AFTER TAX                                |



# CHECK REGISTER

COWLITZ 911

Time: 09:47:53 Date: 05/14/2025

04/18/2025 To: 04/18/2025

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| Trans                | Date       | Type    | Acct # | Chk # | Claimant            | Amount     | Memo                                         |
|----------------------|------------|---------|--------|-------|---------------------|------------|----------------------------------------------|
| 537                  | 04/18/2025 | Payroll | 2      | EFT   | HRA VEBA            | 8,475.00   | Pay Cycle(s) 03/26/2025 To 04/10/2025 - VEBA |
| 538                  | 04/18/2025 | Payroll | 2      | EFT   | REHN AND ASSOCIATES | 425.00     | Pay Cycle(s) 03/26/2025 To 04/10/2025 - HSA  |
| 001 OPERATIONS       |            |         |        |       |                     | 147,867.22 |                                              |
| 003 RADIO OPERATIONS |            |         |        |       |                     | 6,528.58   |                                              |
|                      |            |         |        |       |                     | 154,395.80 | Payroll: 154,395.80                          |

## \*\*CERTIFICATION/AUTHORIZATION STATEMENT\*\*

I, the undersigned, do hereby certify that all information recorded in the check register, including all transactions, debits, credits, and balances, is true, accurate, and complete to the best of my knowledge and belief. 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.

\_\_\_\_\_  
Budget Finance Manager, Signature

\_\_\_\_\_  
Date

We have reviewed the claims listed in this report, and we approve payment with our signatures below.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# CHECK REGISTER

COWLITZ 911

Time: 09:48:14 Date: 05/14/2025

04/23/2025 To: 04/23/2025

Page: 1

| Trans                | Date       | Type    | Acct # | Chk # | Claimant                                                       | Amount    | Memo                                                                                                                                                                                                                          |
|----------------------|------------|---------|--------|-------|----------------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 557                  | 04/23/2025 | Payroll | 1      | 13698 | WASHINGTON COUNTIES<br>INSURANCE FUND                          | 29,623.27 | PAY DATE 04/04/2025 -<br>MEDICAL-WCIF; PAY DATE<br>04/04/2025 - LIFE INS BUYUP; PAY<br>DATE 04/04/2025 - AD-D BUYUP;<br>Pay Cycle 03/26/2025 To<br>04/10/2025 - MEDICAL-WCIF; Pay<br>Cycle 03/26/2025 To 04/10/2025 -<br>LIFE |
| 556                  | 04/23/2025 | Payroll | 1      | 13700 | WASHINGTON STATE DEPT OF<br>L&I                                | 4,826.54  | Q1.2025 L&I - 01/01/2025 -<br>03/31/2025                                                                                                                                                                                      |
| 554                  | 04/23/2025 | Payroll | 1      | 13701 | WA CARES FUND EMPLOYMENT<br>SECURITY DEPARTMENT                | 2,807.35  | Q1.2025 LTC - 01/01/2025 To<br>03/31/2025                                                                                                                                                                                     |
| 553                  | 04/23/2025 | Payroll | 1      | 13702 | PAID FAMILY & MEDICAL LEA<br>EMPLOYMENT SECURITY<br>DEPARTMENT | 4,819.62  | Q1.2025 PFML - 01/01/2025 To<br>03/31/2025                                                                                                                                                                                    |
| 555                  | 04/23/2025 | Payroll | 1      | 13703 | UNEMPLOYMENT INSURANCE<br>EMPLOYMENT SECURITY<br>DEPARTMENT    | 4,907.67  | Q1.2025 UNEMPLOYMENT -<br>01/01/2025 - 03/31/2025                                                                                                                                                                             |
| 001 OPERATIONS       |            |         |        |       |                                                                | 46,049.47 |                                                                                                                                                                                                                               |
| 003 RADIO OPERATIONS |            |         |        |       |                                                                | 934.98    |                                                                                                                                                                                                                               |
|                      |            |         |        |       |                                                                | 46,984.45 | Payroll:                                                                                                                                                                                                                      |
|                      |            |         |        |       |                                                                |           | 46,984.45                                                                                                                                                                                                                     |

## \*\*CERTIFICATION/AUTHORIZATION STATEMENT\*\*

I, the undersigned, do hereby certify that all information recorded in the check register, including all transactions, debits, credits, and balances, is true, accurate, and complete to the best of my knowledge and belief. 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.

\_\_\_\_\_  
Budget Finance Manager, Signature

\_\_\_\_\_  
Date

We have reviewed the claims listed in this report, and we approve payment with our signatures below.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

| Trans                | Date       | Type    | Acct # | Chk # | Claimant                                | Amount     | Memo                                                                                                                                         |
|----------------------|------------|---------|--------|-------|-----------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 605                  | 05/05/2025 | Payroll | 1      | EFT   | COWLITZ COUNTY TREASURER'S OFFICE (IRS) | 31,944.26  | Pay Cycle(s) 04/11/2025 - 04/25/2025 - 941 Deposit                                                                                           |
| 606                  | 05/05/2025 | Payroll | 1      | 13704 | WASHINGTON STATE DEPT OF RETIREMENT     | 18,039.08  | Pay Cycle(s) 04/11/2025 To 04/25/2025 - PSERS2; Pay Cycle(s) 04/11/2025 To 04/25/2025 - PERS2; Pay Cycle(s) 04/11/2025 To 04/25/2025 - PERS3 |
| 575                  | 05/05/2025 | Payroll | 2      | EFT   | JONATHAN C AGUIRRE                      | 2,433.58   |                                                                                                                                              |
| 576                  | 05/05/2025 | Payroll | 2      | EFT   | MICHELLE R ARROWSMITH                   | 3,842.09   |                                                                                                                                              |
| 577                  | 05/05/2025 | Payroll | 2      | EFT   | DANNYKA BAKER                           | 1,539.06   |                                                                                                                                              |
| 578                  | 05/05/2025 | Payroll | 2      | EFT   | KATIE M COSGROVE                        | 2,904.91   |                                                                                                                                              |
| 579                  | 05/05/2025 | Payroll | 2      | EFT   | KATHRYN DAVIS                           | 2,387.27   |                                                                                                                                              |
| 580                  | 05/05/2025 | Payroll | 2      | EFT   | MADISON A DEISHER                       | 1,754.03   |                                                                                                                                              |
| 581                  | 05/05/2025 | Payroll | 2      | EFT   | JOSHUA EVALD                            | 2,972.48   |                                                                                                                                              |
| 582                  | 05/05/2025 | Payroll | 2      | EFT   | MISTI GIBBS                             | 2,771.14   |                                                                                                                                              |
| 583                  | 05/05/2025 | Payroll | 2      | EFT   | MARIA GILBERT                           | 2,707.47   |                                                                                                                                              |
| 584                  | 05/05/2025 | Payroll | 2      | EFT   | BRIANA HARVILL                          | 2,532.70   |                                                                                                                                              |
| 585                  | 05/05/2025 | Payroll | 2      | EFT   | JAMES HLOUSEK                           | 1,807.25   |                                                                                                                                              |
| 586                  | 05/05/2025 | Payroll | 2      | EFT   | TARA HUHTA                              | 2,297.03   |                                                                                                                                              |
| 587                  | 05/05/2025 | Payroll | 2      | EFT   | JERRY JENSEN                            | 3,842.29   |                                                                                                                                              |
| 588                  | 05/05/2025 | Payroll | 2      | EFT   | JEREMY KIRK D                           | 2,794.86   |                                                                                                                                              |
| 589                  | 05/05/2025 | Payroll | 2      | EFT   | ANNA LAUDENSCHLAGER                     | 3,540.72   |                                                                                                                                              |
| 590                  | 05/05/2025 | Payroll | 2      | EFT   | JULIA MARTIN                            | 3,247.92   |                                                                                                                                              |
| 591                  | 05/05/2025 | Payroll | 2      | EFT   | ANDREA R MATZKE                         | 1,936.73   |                                                                                                                                              |
| 592                  | 05/05/2025 | Payroll | 2      | EFT   | TRACEY MORSE                            | 6,667.60   |                                                                                                                                              |
| 593                  | 05/05/2025 | Payroll | 2      | EFT   | ASHLYN MUNSON                           | 2,963.26   |                                                                                                                                              |
| 594                  | 05/05/2025 | Payroll | 2      | EFT   | TRISTA OJALEHTO                         | 2,395.00   |                                                                                                                                              |
| 595                  | 05/05/2025 | Payroll | 2      | EFT   | SAMANTHA PERRY                          | 3,954.14   |                                                                                                                                              |
| 596                  | 05/05/2025 | Payroll | 2      | EFT   | ERIK R SAYLOR                           | 1,654.41   |                                                                                                                                              |
| 597                  | 05/05/2025 | Payroll | 2      | EFT   | KAYLEE SCHAEFER                         | 2,650.81   |                                                                                                                                              |
| 598                  | 05/05/2025 | Payroll | 2      | EFT   | ROBERT SCHAEFER                         | 4,247.84   |                                                                                                                                              |
| 599                  | 05/05/2025 | Payroll | 2      | EFT   | MICHELLE SIMS                           | 3,018.74   |                                                                                                                                              |
| 600                  | 05/05/2025 | Payroll | 2      | EFT   | BRANNON STARR                           | 2,618.35   |                                                                                                                                              |
| 601                  | 05/05/2025 | Payroll | 2      | EFT   | JUSTIN J STENNICK                       | 3,712.52   |                                                                                                                                              |
| 602                  | 05/05/2025 | Payroll | 2      | EFT   | REBECCA SWANSON                         | 2,773.44   |                                                                                                                                              |
| 603                  | 05/05/2025 | Payroll | 2      | EFT   | DON TURRENTINE                          | 4,593.67   |                                                                                                                                              |
| 604                  | 05/05/2025 | Payroll | 2      | EFT   | JESSICA M WEYGANDT                      | 2,017.17   |                                                                                                                                              |
| 607                  | 05/05/2025 | Payroll | 2      | EFT   | CAPSCO                                  | 60.00      | Pay Cycle(s) 04/11/2025 To 04/25/2025 - ASSN FEE                                                                                             |
| 608                  | 05/05/2025 | Payroll | 2      | EFT   | COWLITZ 911 EMERGENCY SERVICES ASSN     | 917.50     | Pay Cycle(s) 04/11/2025 To 04/25/2025 - UNION DUES; Pay Cycle(s) 04/11/2025 To 04/25/2025 - INITIATION FEE                                   |
| 609                  | 05/05/2025 | Payroll | 2      | EFT   | EMPOWER TRUST (401A)                    | 579.68     | Pay Cycle(s) 04/11/2025 To 04/25/2025 - 401a Plan                                                                                            |
| 610                  | 05/05/2025 | Payroll | 2      | EFT   | EMPOWER TRUST (457B)                    | 2,625.01   | Pay Cycle(s) 04/11/2025 To 04/25/2025 - DEF COMP; Pay Cycle(s) 04/11/2025 To 04/25/2025 - DEF COMP- AFTER TAX                                |
| 611                  | 05/05/2025 | Payroll | 2      | EFT   | HRA VEBA                                | 8,475.00   | Pay Cycle(s) 04/11/2025 To 04/25/2025 - VEBA                                                                                                 |
| 612                  | 05/05/2025 | Payroll | 2      | EFT   | REHN AND ASSOCIATES                     | 425.00     | Pay Cycle(s) 04/11/2025 To 04/25/2025 - HSA                                                                                                  |
|                      |            |         |        |       |                                         | 145,115.43 |                                                                                                                                              |
| 001 OPERATIONS       |            |         |        |       |                                         | 6,528.58   |                                                                                                                                              |
| 003 RADIO OPERATIONS |            |         |        |       |                                         |            |                                                                                                                                              |

## CHECK REGISTER

COWLITZ 911

Time: 09:48:28 Date: 05/14/2025

05/05/2025 To: 05/05/2025

Page: 2

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount     | Memo                |
|-------|------|------|--------|-------|----------|------------|---------------------|
|       |      |      |        |       |          | 151,644.01 | Payroll: 151,644.01 |

### \*\*CERTIFICATION/AUTHORIZATION STATEMENT\*\*

I, the undersigned, do hereby certify that all information recorded in the check register, including all transactions, debits, credits, and balances, is true, accurate, and complete to the best of my knowledge and belief. 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.

\_\_\_\_\_  
Budget Finance Manager, Signature

\_\_\_\_\_  
Date

We have reviewed the claims listed in this report, and we approve payment with our signatures below.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# CHECK REGISTER

COWLITZ 911

Time: 09:46:35 Date: 05/14/2025

04/21/2025 To: 04/21/2025

Page: 1

| Trans | Date            | Type      | Acct # | Chk # | Claimant                                                  | Amount     | Memo                                                                                                  |
|-------|-----------------|-----------|--------|-------|-----------------------------------------------------------|------------|-------------------------------------------------------------------------------------------------------|
| 541   | 04/21/2025      | Claims    | 1      | 13687 | CLARK COUNTY TREASURES<br>OFFICE                          | 19,556.70  | INV CI074478                                                                                          |
|       | Invoices        | Amount    | PO     | For   |                                                           |            |                                                                                                       |
|       | CI074478        | 19,556.70 |        |       | CLARK COUNTY SITE SUBLEASES                               |            |                                                                                                       |
| 542   | 04/21/2025      | Claims    | 1      | 13688 | COWLITZ 911 ADVANCED TRAVEL                               | 136.64     | ACCT 198999 - DBAKER APCO<br>03/25 MILAGE                                                             |
|       | Invoices        | Amount    | PO     | For   |                                                           |            |                                                                                                       |
|       | 19899-BAKERAPCO | 136.64    |        |       | DBAKER APCO 03/25 MILEAGE REIMBURSEMENT                   |            |                                                                                                       |
| 543   | 04/21/2025      | Claims    | 1      | 13689 | DAY WIRELESS                                              | 1,358.69   | INV 867632                                                                                            |
|       | Invoices        | Amount    | PO     | For   |                                                           |            |                                                                                                       |
|       | INV867632       | 1,358.69  |        |       | STIFF ARM INSTALL HOJ                                     |            |                                                                                                       |
| 544   | 04/21/2025      | Claims    | 1      | 13690 | INTEGER ASSOCIATES INC                                    | 1,862.62   | INV 25-1005                                                                                           |
|       | Invoices        | Amount    | PO     | For   |                                                           |            |                                                                                                       |
|       | 25-1005         | 1,862.62  |        |       | 0525 DEER ISLAND MONTHLY TOWER LEASE                      |            |                                                                                                       |
| 545   | 04/21/2025      | Claims    | 1      | 13691 | LOWE'S                                                    | 368.92     | ACCT 990 572237 8 0425                                                                                |
|       | Invoices        | Amount    | PO     | For   |                                                           |            |                                                                                                       |
|       | 9905722378/0425 | 368.92    |        |       | 03/25 LOWES TRANSACTIONS                                  |            |                                                                                                       |
| 546   | 04/21/2025      | Claims    | 1      | 13692 | MOTOROLA SOLUTIONS                                        | 200,398.57 | CM 8230504628; CM 8230504613;<br>INV 1162414359; INV<br>1187144249; INV 1187144250;<br>INV 1188084171 |
|       | Invoices        | Amount    | PO     | For   |                                                           |            |                                                                                                       |
|       | 8230504628      | -9,065.37 |        |       | CREDIT MEMO FOR FLEX INSIGHT AND CAD2CAD MTCE 06/24-06/25 |            |                                                                                                       |
|       | 8230504613      | -8,724.76 |        |       | CREDIT MEMO FOR FLEX INSIGHT AND CAD2CAD MTCE 06/23-06/24 |            |                                                                                                       |
|       | 1162414359      | 653.00    |        |       | MSI TO RECONFIGURE CAD CALLWORKS TO FLEX TO IP            |            |                                                                                                       |
|       | 1187114249      | 68,775.00 |        |       | 2024 RADIO CONSOLE MTC YEAR 4 OF 11                       |            |                                                                                                       |
|       | 1187114250      | 69,924.00 |        |       | 2025 RADIO CONSOLE MTC YEAR 5 OF 11                       |            |                                                                                                       |
|       | 1188084171      | 78,836.70 |        |       | 07/24-07/25 ECW SOFTWARE MAINTENANCE YEAR 2 OF 5          |            |                                                                                                       |
| 547   | 04/21/2025      | Claims    | 1      | 13693 | RELIABLE ADMINISTRATION<br>SOLUTIONS                      | 2,000.00   | INV 1091                                                                                              |
|       | Invoices        | Amount    | PO     | For   |                                                           |            |                                                                                                       |
|       | 1091            | 2,000.00  |        |       | 0425 SPILLMAN SUPPORT SERVICES                            |            |                                                                                                       |
| 548   | 04/21/2025      | Claims    | 1      | 13694 | SPRINGBROOK                                               | 420.00     | INV TM INV-000734B                                                                                    |
|       | Invoices        | Amount    | PO     | For   |                                                           |            |                                                                                                       |
|       | TM INV-000734B  | 420.00    |        |       | IMPLEMENTATION SERVICES POWERTIME                         |            |                                                                                                       |
| 549   | 04/21/2025      | Claims    | 1      | 13695 | TELECOMUNNICATION SYSTEMS,<br>INC                         | 4,626.68   | INV 04INV-000045637                                                                                   |
|       | Invoices        | Amount    | PO     | For   |                                                           |            |                                                                                                       |
|       | 04INV-000045637 | 4,626.68  |        |       | 0425 BACKUP PSAP                                          |            |                                                                                                       |

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COWLITZ 911

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| Trans | Date       | Type   | Acct # | Chk # | Claimant       | Amount   | Memo                                                                                                                                                                                                     |
|-------|------------|--------|--------|-------|----------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 550   | 04/21/2025 | Claims | 1      | 13696 | US BANK (VISA) | 8,727.86 | 0425 MARROSMITH USBANK STMT; 0425 DBAKER USBANK STMT; 0425 C911 USBANK STMT; 0425 BHARVILL USBANK STMT; 0425 AP USBANK STMT; 0428 BSTARR USBANK STMT; 0428 JSTENNICK USBANK STMT; 0425 DTURRENTINE USBAN |

| Invoices         | Amount   | PO | For                          |
|------------------|----------|----|------------------------------|
| 0425 2810 ARROV  | 1,012.16 |    | 0425 MARROSMITH USBANK STMT  |
| 0425 2810 BAKER  | 609.30   |    | 0425 DBAKER USBANK STMT      |
| 0425 2810 C911   | 700.14   |    | 0425 C911 USBANK STMT        |
| 0425 2810 HARVIL | 3,243.67 |    | 0425 BHARVILL USBANK STMT    |
| 0425 2810 AP     | 663.54   |    | 0425 AP USBANK STMT          |
| 0425 2810 STARR  | 806.25   |    | 0428 BSTARR USBANK STMT      |
| 0425 2810 STENNI | 970.54   |    | 0428 JSTENNICK USBANK STMT   |
| 0425 2810 TURREI | 181.86   |    | 0425 DTURRENTINE USBANK STMT |
| 0425 2810 WEYGA  | 540.40   |    | 0425 JWEYGANDT USBANK STMT   |

|     |            |        |   |       |                         |       |             |
|-----|------------|--------|---|-------|-------------------------|-------|-------------|
| 551 | 04/21/2025 | Claims | 1 | 13697 | WALTER E NELSON COMPANY | 81.10 | INV 1935012 |
|-----|------------|--------|---|-------|-------------------------|-------|-------------|

| Invoices | Amount | PO | For               |
|----------|--------|----|-------------------|
| 1935012  | 81.10  |    | CLEANING SUPPLIES |

001 OPERATIONS  
003 RADIO OPERATIONS

215,325.00  
24,212.78  

---

239,537.78

Claims: 239,537.78

## \*\*CERTIFICATION/AUTHORIZATION STATEMENT\*\*

I, the undersigned, do hereby certify that all information recorded in the check register, including all transactions, debits, credits, and balances, is true, accurate, and complete to the best of my knowledge and belief. 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.

\_\_\_\_\_  
Budget Finance Manager, Signature

\_\_\_\_\_  
Date

We have reviewed the claims listed in this report, and we approve payment with our signatures below.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# CHECK REGISTER

COWLITZ 911

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| Trans                | Date       | Type          | Acct # | Chk # | Claimant                         | Amount | Memo                        |
|----------------------|------------|---------------|--------|-------|----------------------------------|--------|-----------------------------|
| 552                  | 04/23/2025 | Claims        | 1      | 13699 | WASHINGTON STATE DEPT OF REVENUE | 195.34 | ACCT ID 604-721-105 Q1.2025 |
|                      |            | Invoices      | Amount | PO    | For                              |        |                             |
|                      |            | 0-046-555-428 | 195.34 |       | Q1.2025 ACCT ID 604-721-105      |        |                             |
| 003 RADIO OPERATIONS |            |               |        |       |                                  | 195.34 |                             |
|                      |            |               |        |       |                                  | 195.34 | Claims: 195.34              |

## \*\*CERTIFICATION/AUTHORIZATION STATEMENT\*\*

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\_\_\_\_\_  
Budget Finance Manager, Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# CHECK REGISTER

COWLITZ 911

Time: 09:47:30 Date: 05/14/2025

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| Trans | Date             | Type      | Acct # | Chk # | Claimant                                                     | Amount    | Memo                                                                     |
|-------|------------------|-----------|--------|-------|--------------------------------------------------------------|-----------|--------------------------------------------------------------------------|
| 619   | 05/06/2025       | Claims    | 1      | 13705 | AMERICAN POWER SYSTEMS                                       | 31,018.82 | REL RETAINAGE ON BATTERY REPLACEMENT PROJECT                             |
|       | Invoices         | Amount    | PO     | For   |                                                              |           |                                                                          |
|       | RELRETBPR        | 31,018.82 |        |       | RELEASE RETAINAGE ON BATTERY RETAINAGE PROJECT               |           |                                                                          |
| 620   | 05/06/2025       | Claims    | 1      | 13706 | MICHELLE R ARROWSMITH                                        | 612.30    | 0425 CAD SAA CLASS - TUKWILA WA; 0525 MOTO SUMMIT IN GRAPEVINE TX        |
|       | Invoices         | Amount    | PO     | For   |                                                              |           |                                                                          |
|       | 0425CADSSA       | 161.00    |        |       | 0425 CAD SSA CLASS IN TUKWILA WA                             |           |                                                                          |
|       | 0525MOTOSUMM     | 446.30    |        |       | 0525 MOTO SUMMIT IN GRAPEVINE TX                             |           |                                                                          |
| 621   | 05/06/2025       | Claims    | 1      | 13707 | CARROLL CONSULTING LLC                                       | 1,086.00  | ESAYLOR BACKGROUND                                                       |
|       | Invoices         | Amount    | PO     | For   |                                                              |           |                                                                          |
|       | 25-004           | 1,086.00  |        |       | ESAYLOR BACKGROUND                                           |           |                                                                          |
| 622   | 05/06/2025       | Claims    | 1      | 13708 | CUMMINS SALES AND SERVICE                                    | 735.34    | REL RETAINAGE ON 2024-2025 MTC YR                                        |
|       | Invoices         | Amount    | PO     | For   |                                                              |           |                                                                          |
|       | RELRET2024-2025  | 735.34    |        |       | RELEASE REATAINAGE ON 2024-2025 MAINTENANCE YEAR             |           |                                                                          |
| 623   | 05/06/2025       | Claims    | 1      | 13709 | MADISON A DEISHER                                            | 599.60    | 0525 TELE 1 IN BELLINGHAM                                                |
|       | Invoices         | Amount    | PO     | For   |                                                              |           |                                                                          |
|       | 0525TELE1        | 599.60    |        |       | 0525 TELE 1 IN BELLINGHAM                                    |           |                                                                          |
| 624   | 05/06/2025       | Claims    | 1      | 13710 | FRANK F. RANDOLPH                                            | 3,212.00  | INV RLF0501                                                              |
|       | Invoices         | Amount    | PO     | For   |                                                              |           |                                                                          |
|       | RLF0501          | 3,212.00  |        |       | 0425 ATTORNEY SERVICES                                       |           |                                                                          |
| 625   | 05/06/2025       | Claims    | 1      | 13711 | BRIANA HARVILL                                               | 423.44    | MILAGE REIMBURSEMENT FOR 3 CAREEER FAIRS; 0525 LABOR RELATIONS INSTITUTE |
|       | Invoices         | Amount    | PO     | For   |                                                              |           |                                                                          |
|       | 03-0425 CAREER F | 65.10     |        |       | MILAGE REIMBURSEMENT FOR 3 CAREER FAIRS                      |           |                                                                          |
|       | 0525LR1          | 358.34    |        |       | 0525 LABOR RELATIONS INSTUTUTE IN YAKIMA WA                  |           |                                                                          |
| 626   | 05/06/2025       | Claims    | 1      | 13712 | JEREMY KIRK D                                                | 580.14    | 0525 MOTO SUMMIT IN GRAPEVINE TX; 04/14/25 SAFEWAY REIMBURSEMENT         |
|       | Invoices         | Amount    | PO     | For   |                                                              |           |                                                                          |
|       | 0525MOTOSUMM     | 446.30    |        |       | 0525 MOTO SUMMIT GRAPEVINE TX                                |           |                                                                          |
|       | 041425SAFEWAY    | 128.84    |        |       | 04/14/25 SAFEWAY REIMBURSEMENT                               |           |                                                                          |
| 627   | 05/06/2025       | Claims    | 1      | 13713 | LEMAY MOBILE SHREDDING                                       | 24.04     | INV 21516222S010                                                         |
|       | Invoices         | Amount    | PO     | For   |                                                              |           |                                                                          |
|       | 21516222S010     | 24.04     |        |       | 0425 SHREDDING SERVICE                                       |           |                                                                          |
| 628   | 05/06/2025       | Claims    | 1      | 13714 | LONGVIEW, CITY OF                                            | 2,147.61  | ACCT 2125830300 0425; ACCT 2125089825 0425; INV 2970                     |
|       | Invoices         | Amount    | PO     | For   |                                                              |           |                                                                          |
|       | 2125830300/0425  | 59.12     |        |       | 03/17/25-04/09/25 WATER METER 2 FOR 2790 OCEAN BEACH HIGHWAY |           |                                                                          |



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| Trans | Date       | Type            | Acct #     | Chk # | Claimant                                        | Amount     | Memo                                                                     |
|-------|------------|-----------------|------------|-------|-------------------------------------------------|------------|--------------------------------------------------------------------------|
|       |            | Invoices        | Amount     | PO    | For                                             |            |                                                                          |
|       |            | 2125089825/0425 | 1,016.19   |       | 03/17/25-04/09/25 WSG FOR 2790 OCEAN BEACH HWY  |            |                                                                          |
|       |            | 2970            | 1,072.30   |       | 0525 LOST RENT 2790 OB HWY                      |            |                                                                          |
| 629   | 05/06/2025 | Claims          | 1          | 13715 | MICROWAVE NETWORK<br>INCORPORATED               | 188,504.06 | INV 2504291                                                              |
|       |            | Invoices        | Amount     | PO    | For                                             |            |                                                                          |
|       |            | 2504291         | 188,504.06 |       | MILESTONE IV FINAL ACCEPATNCE MICROWAVE PROJECT |            |                                                                          |
| 630   | 05/06/2025 | Claims          | 1          | 13716 | MORE POWER TECHNOLOGY                           | 15,773.82  | INV 17298; INV 17252                                                     |
|       |            | Invoices        | Amount     | PO    | For                                             |            |                                                                          |
|       |            | 17298           | 15,767.99  |       | 0525 IT MANAGED SERVICES AGREEMENT              |            |                                                                          |
|       |            | 17252           | 5.83       |       | RING TERMINALS FOR GROUNDING CABLES             |            |                                                                          |
| 631   | 05/06/2025 | Claims          | 1          | 13717 | DBA SHIELD ASSESSMENTS PETEK<br>& ASSOCIATES    | 385.00     | INV 2169                                                                 |
|       |            | Invoices        | Amount     | PO    | For                                             |            |                                                                          |
|       |            | 2169            | 385.00     |       | PSYCH EVAL JAGUIRRE                             |            |                                                                          |
| 632   | 05/06/2025 | Claims          | 1          | 13718 | POINT MONITOR                                   | 793.45     | INV 111497                                                               |
|       |            | Invoices        | Amount     | PO    | For                                             |            |                                                                          |
|       |            | 111497          | 793.45     |       | 2025 ANNUAL FIRE ALARM INSPECTION               |            |                                                                          |
| 633   | 05/06/2025 | Claims          | 1          | 13719 | PRIORITY DISPATCH                               | 20,592.00  | INV SIN405099                                                            |
|       |            | Invoices        | Amount     | PO    | For                                             |            |                                                                          |
|       |            | SIN405099       | 20,592.00  |       | 06/01/25-05/31/26 Q-PLUS QPR SERVICES           |            |                                                                          |
| 634   | 05/06/2025 | Claims          | 1          | 13720 | RELIABLE ADMINISTRATION<br>SOLUTIONS            | 2,000.00   | INV 1104                                                                 |
|       |            | Invoices        | Amount     | PO    | For                                             |            |                                                                          |
|       |            | 1104            | 2,000.00   |       | 0525 SPILLMAN SUPPORT SERVICES                  |            |                                                                          |
| 635   | 05/06/2025 | Claims          | 1          | 13721 | ROBERT SCHAEFER                                 | 921.00     | 0425 CAD SAA CLASS IN TUKWILA<br>WA; 0525 MOTO SUMMIT IN<br>GRAPEVINE TX |
|       |            | Invoices        | Amount     | PO    | For                                             |            |                                                                          |
|       |            | 0425CADSSA      | 733.00     |       | 0425 CAD SAA CLASS IN TUKWILA WA                |            |                                                                          |
|       |            | 0525MOTOSUMM    | 188.00     |       | 0525 MOTO SUMMIT IN GRAPEVINE TX                |            |                                                                          |
| 636   | 05/06/2025 | Claims          | 1          | 13722 | SIERRA SPRINGS                                  | 246.50     | INV 5351188 050125                                                       |
|       |            | Invoices        | Amount     | PO    | For                                             |            |                                                                          |
|       |            | 5351188050125   | 246.50     |       | 0425 WATER DELIVERY                             |            |                                                                          |
| 637   | 05/06/2025 | Claims          | 1          | 13723 | TOSHIBA AMERICA BUSINESS<br>SOLUTIONS           | 181.64     | INV 5034216433                                                           |
|       |            | Invoices        | Amount     | PO    | For                                             |            |                                                                          |
|       |            | 5034216433      | 181.64     |       | 0525 COPIER LEASE FOR 450-0104258-000           |            |                                                                          |
| 638   | 05/06/2025 | Claims          | 1          | 13724 | WALTER E NELSON COMPANY                         | 99.15      | INV 1939809                                                              |

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| Trans | Date     | Type                  | Acct # | Chk # | Claimant                      | Amount            | Memo               |
|-------|----------|-----------------------|--------|-------|-------------------------------|-------------------|--------------------|
|       | Invoices |                       | Amount | PO    | For                           |                   |                    |
|       | 1939809  |                       | 99.15  |       | PAPER TOWLES AND TRASH LINERS |                   |                    |
|       |          | 001 OPERATIONS        |        |       |                               | 49,677.69         |                    |
|       |          | 003 RADIO OPERATIONS  |        |       |                               | 735.34            |                    |
|       |          | 004 RADIO REPLACEMENT |        |       |                               | 219,522.88        |                    |
|       |          |                       |        |       |                               | <u>269,935.91</u> | Claims: 269,935.91 |

## \*\*CERTIFICATION/AUTHORIZATION STATEMENT\*\*

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\_\_\_\_\_  
Budget Finance Manager, Signature

\_\_\_\_\_  
Date

We have reviewed the claims listed in this report, and we approve payment with our signatures below.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## Cowlitz 911 Agenda Summary Sheet

2790 Ocean Beach Highway  
Longview, WA 98632  
[www.cowlitz911.org](http://www.cowlitz911.org)

**Introduced by:** Darr Kirk      **Date:** May 21<sup>st</sup>, 2025

**For Agenda of:** May 21<sup>st</sup>, 2025

**SUBJECT TITLE:** AMR Service Agreement

**ATTACHMENTS:** Emergency Service Dispatch Agreement with AMR

### **SUMMARY STATEMENT:**

The most recent contract for emergency dispatch services is expired. The attached proposed agreement for AMR reflects the same rate being charged for MEDIX and the same rate AMR was charged last year.

### **RECOMMENDED ACTION:**

Motion to approve agreement with AMR for emergency dispatch services for the period of May 21, 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 American Medical Response, (hereinafter referred to as AMR), an Oregon corporation, licensed to do business in Washington State.

## 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. AMR has a need for such dispatch services.
- 1.2 **AMR** is a foreign profit corporation with a principal business address of 6501 Fiddlers Green Circle, Ste 100, Greenwood, CO, 80111
- 1.3 **Purpose.** It is the purpose of this Agreement to establish the terms and conditions under which COWLITZ 911 will continue dispatching services to AMR 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 March , 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 AMR 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 AMR from the time of the initial call and 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 AMR 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 AMR 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 AMR with a copy of its standard radio operating procedures rules for dispatching.
- 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. AMR RESPONSIBILITIES. AMR warrants that its equipment is compatible, as is, with the communications equipment of COWLITZ 91, and further agrees as follows:

- 4.1 AMR shall comply with all written response procedures provided by Cowlitz 911, describing procedures AMR shall use to dispatch calls transmitted by COWLITZ 911 to AMR dispatch.
  - 4.2 AMR 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 AMR and as applies to COWLITZ 911.
  - 4.3 AMR 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 AMR 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. AMR agrees to maintain the confidentiality of such information, which shall be utilized solely for the purposes of receiving and dispatching emergency calls. AMR further agrees to indemnify, defend and hold harmless COWLITZ 911 for any breach by AMR, its agents and assigns, of such confidential communications.
5. FEE FOR SERVICES.
- 5.1 AMR agrees to pay COWLITZ 911, as consideration for the services provided by COWLITZ 911, \$21.69 per CAD event dispatched and assigned to AMR and an additional \$.68 administrative fee for each of those events billed.
  - 5.2 Payment schedule. AMR 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 May 1, 2025, through December 31, 2025 on a quarterly basis, beginning in July 1, 2025.. Any failure to do so, AMR 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. AMR 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 AMR shall meet periodically, if requested by either party, to review operations or procedural matters of COWLITZ 911 and/or AMR.
11. **TERMINATION.**
  - 11.1 **For breach.** If COWLITZ 911 determines that a breach of the contract has occurred, that AMR 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 AMR in writing of the nature of the breach and what evidence is available, if any.
    - 11.1.2 AMR shall have 10 business days to return a Corrective Action Plan to COWLITZ 911.
    - 11.1.3 COWLITZ 911 shall thereafter notify ARM in writing within three (3) business days of COWLITZ 911's determination as to the sufficiency of AMR's Corrective Action Plan. The determination of the sufficiency of the AMR Corrective Action Plan will be at the sole discretion of COWLITZ 911.
    - 11.1.4 In the event that AMR does not respond within the appropriate time with the Corrective Action Plan, or the AMR 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 AMR 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

AMR:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



## Cowlitz 911 Agenda Summary Sheet

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

**Introduced by:** Darr Kirk

**Date:** May 21<sup>st</sup>, 2025

**For Agenda of:** May 21<sup>st</sup>, 2025

**SUBJECT TITLE:** Cowlitz County Coroner Service Agreement

**ATTACHMENTS:**

Cowlitz County Coroner Service Agreement

**SUMMARY STATEMENT:**

Cowlitz 911 provides service to the Cowlitz County Coroner at a per call rate. The attached agreement reflects the rate, and the administrative fee associated with each call. There is not a current agreement listing the current elected coroner.

**RECOMMENDED ACTION:**

Board approves the Executive Director to execute the attached agreement with the Cowlitz County Coroner.

---

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

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# 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 Cowlitz County Coroner, (hereinafter referred to as "CCC"), a government agency in Cowlitz County.

## 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 as presently provided. A n d CCC has a need for such dispatch services for its operations.
- 1.2 **CCC** is a government entity whose principal business address is 206 Washington Street, Longview, WA. 98632.
- 1.3 **Purpose.** It is the purpose of this Agreement to establish the terms and conditions under which COWLITZ 911 will continue dispatching services to CCC 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 May 21st, 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 provide reasonable dispatch services, using its existing equipment and communications, to CCC in accordance with COWLITZ 911's standard operating procedures and to furnish the following services:

- 3.1 Dispatch and Track unit status, location, and other pertinent information.
- 3.2 Maintain radio and support communications with CCC from the time of the initial call and provide additional assistance as needed with customary support as provided by COWLITZ 911 and as within its existing capabilities.
- 3.3 Record and maintain a record of radio and telephone communications relating to all emergency incidents as required by the COWLITZ 911 policy.
- 3.4 Provide communication services to process requests for support assistance from other law enforcement agencies.
- 3.5 The services to be provided by COWLITZ 911 shall be to strive to provided twenty-four (24) hours per day, seven (7) days per week, during the term of this Agreement.
- 3.6 COWLITZ 911 shall provide CCC with a copy of its standard radio operating procedures rules for dispatching.

## 4. CCC RESPONSIBILITIES. CCC warrants that its equipment is compatible, as is, with the communications equipment of COWLITZ 911, and further agrees as follows:

- 4.1 CCC shall comply with all written response procedures provided by Cowlitz 911, describing procedures.
- 4.2 CCC 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 CCC and as applies to COWLITZ 911.

- 4.3 CCC has examined and agrees and will conform to the standard communications procedures and mobile/portable numbering configurations as established by COWLITZ 911 as 911 so determines. Mobile/portable renumbering will not be concluded without prior consultation and agreement with COWLITZ 911.
  - 4.4 CCC acknowledges that information conveyed to CCC 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. CCC shall maintain the confidentiality of such information, which shall be utilized solely for the purposes of receiving and dispatching emergency calls. CCC further agrees to indemnify, defend and hold harmless COWLITZ 911 for any breach by CCC, its agents and assigns, of such confidential communications.
5. FEE FOR SERVICES.
  - 5.1 CCC agrees (1) to pay COWLITZ 911, as consideration for the services provided by COWLITZ 911, \$10.85 per CAD event dispatched and assigned to CCC and (2) pay an additional \$.71 administrative fee for each of those events billed.
  - 5.2 Payment schedule. CCC 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 May 1, 2025, through December 31, 2025 on a quarterly basis, beginning in July 1, 2025. In the event of any failure to do so, CCC hereby agrees to pay legal interest rate on the amounts owed to COWLITZ 911 by twelve (12) percent per annual.
  - 5.3 Fees increases will be determined solely by the discretion of the Cowlitz 911 Board of Directors and will be promptly communicated to CCC by September 1<sup>st</sup> to commence at the following year.
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. CCC shall provide proof of commercial general liability insurance within thirty days of CCC's receipt thereof of two (2) million dollars per occurrence and two (2) million dollars aggregate to COWLITZ 911. CCC shall also promptly inform COWLITZ 911 if existing coverage is below 50% for the current year.
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, (a) shall be promptly in writing and except as expressly provided elsewhere in this Agreement, (b) 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 (c) 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 (a) evidenced in writing, (b) lawfully authorized, and (c) signed by both parties.
10. **OPERATIONAL REVIEW PROCEDURE.** It is agreed that representatives of COWLITZ 911 and CCC shall meet periodically, if requested by either party, to review operations or procedural matters of COWLITZ 911 and/or CCC.
11. **TERMINATION.**
  - 11.1 **For breach.** If either party determines that a breach of the contract has occurred, that either party 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 either party deems said breach to warrant corrective action, the following procedure will apply:
    - 11.1.1 Either party must inform the other party, in writing, of the nature of the alleged breach and what evidence is available, if any.
    - 11.1.2 That receiving party shall then have ten (10) business days to return the Corrective Action Plan to the other party.
    - 11.1.3 The parties shall communicate within three (3) business days of the creation of the Corrective Action Plan and/or any corrective actions taken.
  - 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 CCC 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, in COWLITZ 911's sole discretion; or
    - 11.3.2 The duties, obligations, or services required herein become impossible, illegal, or infeasible by either party
  - 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 solely 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: \_\_\_\_\_

Dated: \_\_\_\_\_

Cowlitz 911 Public Authority:

Cowlitz County Coroner:

\_\_\_\_\_  
Darr Kirk  
Executive Director

\_\_\_\_\_  
Dana M. Tucker  
Coroner



## Cowlitz 911 Agenda Summary Sheet

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

**Introduced by:** Don Turrentine      **Date:** May 21<sup>st</sup>, 2025

**For Agenda of:** May 21, 2025

**SUBJECT TITLE:** More Power Managed Services Agreement

**ATTACHMENTS:** More Power Agreement

### **SUMMARY STATEMENT:**

Cowlitz 911 has been operating out of the Ocean Beach facility since July 2023 and has been able to evaluate, assess, simplify, and reduce some current operational needs, which differs significantly from the original scope of work that More Power was contracted for. This new contract updates the previous contract and moves toward right-sizing and aligning this managed services agreement with current needs.

We have been able to identify operational, and coverage changes that account for an approximately \$4,000/month reduction in cost while maintaining the same level of service from More Power.

**RECOMMENDED ACTION:** Motion to approve the agreement as presented.

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

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## 3-Year MoreAware Premium Agreement Proposal

**Quote Number: QWSQ11655**

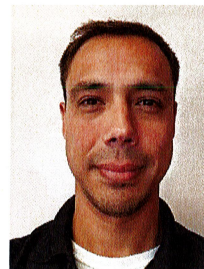
**Expiration: 12/31/2025**

**Prepared For:**

**Darr Kirk**

**Cowlitz 911 Public Authority**

**Presented By:**

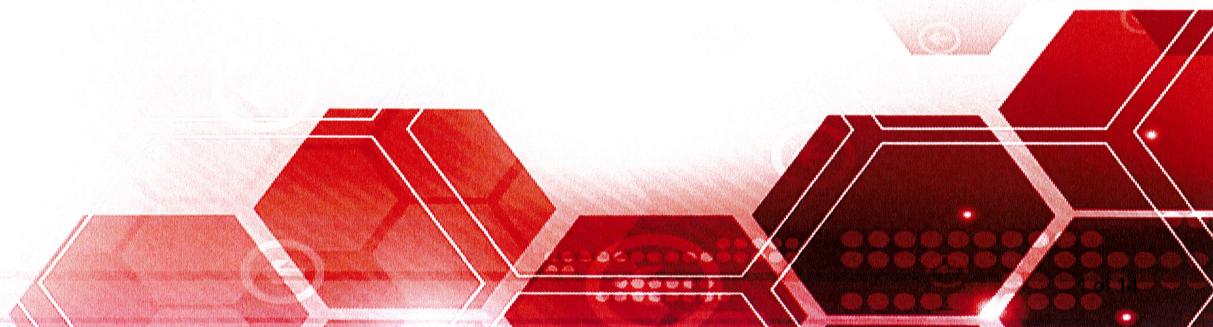



**Chris Leiker**  
**President**

**888-556-8049**

**503-556-8105**

**[cleiker@morepowertech.com](mailto:cleiker@morepowertech.com)**





5/13/2025

Dear Darr,

Cowlitz 911 Public Authority has been able to reside at the Ocean Beach facility since July 2023 and enough time has elapsed to re-assess the managed IT services to right-size & align the agreement to the current needs. After several meetings with Cowlitz 911 Public Authority stakeholders, we developed a Responsibilities, Accountabilities, Consent, & Informed (RACI) chart to help us better understand which party will support be supporting the hardware, software, & service of the organization. In addition, it enabled MPTG to re-align on the service level objectives that have been established.

Due to the information gathered from these meetings, we have identified operational expenses and coverage that are no longer needed. Our projections reflect a reduction of approximately \$4,000/month (pre-tax).

If you have any questions or concerns, please feel free to contact us via phone, email or Teams.

Regards,

*Chris Leiker*

(888) 556 - 8049

cleiker@morepowertech.com





Prepared For:

Darr Kirk  
 Cowlitz 911 Public Authority  
 kirkd@cowlitz911.org  
 (360) 762-6800  
 2790 Ocean Beach Hwy  
 Longview, WA 98632

**QUOTE #** QWSQ11655

**PRESENTED** 5/13/2025

| PO Number | Payment Terms       | Valid Through |
|-----------|---------------------|---------------|
| TBD       | Due upon acceptance | Dec 31, 2025  |

\*\*Adding new equipment to a network may increase monthly MoreAware rates based on subscription increases for service, software, and security needs.

| Monthly Recurring Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Qty | Ext. Price  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|
| 3-Year MoreAware Premium Agreement Bundle<br><br>Included subscriptions:<br>Management of equipment & accounts listed in Appendix E<br>Workstations, servers, firewalls, switches, email accounts (Microsoft/Google subscription paid separately)<br>3rd Party Software Deployment & Patch Management (per workstation & server)<br>Darkweb Compromise Monitoring (per domain)<br>Email Blacklist Monitoring (per email domain)<br>Business Email Security (per email account)<br>Advanced Network Monitoring (per switch, firewall, wireless controller, & router)<br>IT Standards, IT Policies, & Strategic Road Map Planning tools<br>MyGlue Account for Shared IT Documentation (per approved user)<br>Weekly Pre-scheduled On-site Visits | 1   | \$10,417.41 |

Recurring Amounts: \$11271.64 Billed Monthly

Acceptance: Quote can be signed below  
 (for paper copies) or digitally e-signed

Agreement Start: \_\_\_\_\_

Signature: \_\_\_\_\_

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

|                          |                    |
|--------------------------|--------------------|
| <b>Solution Subtotal</b> | \$10,417.41        |
| <b>Sales Tax</b>         | \$854.23           |
| <b>Shipping</b>          | \$0.00             |
| <b>Grand Total</b>       | <b>\$11,271.64</b> |



## MoreAware Premium Managed Services Agreement

This Service Agreement ("Agreement") is made on the date set forth below by and between More Power Technology Group (MPTG), with principal office located at 1461 Broadway St. Suite B, Longview, Washington, 98632 and Cowlitz 911 Public Authority (CUSTOMER/Account) with principal office located at 2790 Ocean Beach Hwy, Longview, WA, 98632.

WHEREAS MPTG is a provider of managed technology support services, security, cloud, and networking solutions;

WHEREAS CUSTOMER desires to contract with MPTG for the provision of MPTG managed technology support services, security, cloud, and networking solutions.

NOW THEREFORE, for and in consideration of the promises contained herein and other good and valuable consideration, the parties agree as follows:

- 1) **SCOPE OF SERVICES** - This Agreement is designed to provide the CUSTOMER with a range of managed services, centralized proactive monitoring, and other support services for CUSTOMERS Network and other technology needs. This Agreement includes the services listed in Appendix A "Scope of Services".
- 2) **TERM OF SERVICE** - This Agreement shall be for a term of three (3) years.
- 3) **PURCHASE PRICE** - CUSTOMER is purchasing services from MPTG under this Agreement for the term as stated in paragraph (2) above. Said price shall be paid in monthly installments with the first monthly installment due upon execution of this Agreement.
- 4) **AUTOMATIC INCREASE** - The monthly price of this Agreement as stated in paragraph (3) above shall be automatically increased annually on the anniversary of the Agreement as determined by the Consumer Price Index (CPI) published by the Federal Bureau of Labor Statistics for the covered period.
- 5) **CONTINUANCE/AUTOMATIC RENEWAL** - This Agreement shall renew automatically at the end of the prior Agreement term for a period of one (1) year. MPTG shall provide written notice of automatic renewal to the CUSTOMER within thirty (30) days of the expiration of the initial term. MPTG or the CUSTOMER may affirmatively terminate this Agreement following the initial period of service by written notice to the other party prior to expiration of the Agreement.
- 6) **COVERED EQUIPMENT** - For purposes of this Agreement, the "Network" shall be defined as, and shall include the servers, workstations, laptops, mobile devices, firewalls, switches, and other devices currently installed or used to connect to network applications and storage from the location(s) listed in Appendix B "Locations". Printers and other copying devices are NOT included other than in their ability to connect to the network.
- 7) **ADDITIONS/REMOVALS** - Any equipment added to or removed from the Network and which are/will be included in this Agreement shall have an incremental increase/decrease in cost as shown in the table below:

| Network Addition/Removal:    | Monthly Rate Per Unit: |
|------------------------------|------------------------|
| Workstations: <100           | \$80.00                |
| Servers: 20+                 | \$190.00               |
| Firewalls                    | \$25.00                |
| Layer 2 & 3 Network Switches | \$25.00                |
| Wireless Controllers         | \$25.00                |
| Routers                      | \$25.00                |
| Email Accounts               | \$5.00                 |
| Domains:                     | \$131.00               |

- 8) **LOCATION(S)** - Services under this Agreement shall be provided at/to the location(s) listed in Appendix B "Locations".
- 9) **SERVICE LIMITATIONS** - In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations and conditions are explicitly expressed:
  - a. On-site and remote support services ARE included in this agreement. Other support services requested by the CUSTOMER which are outside the scope of this Agreement shall be billed in 15-minute increments, including portal-to-portal drive time, at the applicable rate shown in Appendix C "Out of Scope Service Rates".
  - b. Project services are NOT included in this Agreement. A Project is defined as: A predetermined set of tasks and objectives of a temporary nature, with a defined beginning and end, resulting in a projected outcome which may require, as an example, any one of the following: six (6) or more hours of support labor; installation or support of installation of new software; installation, upgrade, replacement, or relocation of one (1) or more servers, or installation or replacement of two (2) or more workstations within one month; installation, upgrade, replacement or relocation of networking equipment. Project services shall be proposed to and approved by the CUSTOMER in a "Statement of Work" prior to initiation of a project.
  - c. The cost of consumables, replacement parts, hardware, software, network upgrades and associated services are NOT included in this Agreement. When requested by CUSTOMER, MPTG shall provide consultative, specification, sourcing guidance, Time and Material, and Project offerings.



- d. Except as may otherwise be stated in this Agreement software and other software application upgrades are NOT included in this Agreement.
  - e. Maintenance and support services for printers and copying devices are NOT included in this Agreement.
  - f. Except as may otherwise be stated in this Agreement software application support services are NOT included in this Agreement.
  - g. Manufacturer provided warranty parts and labor/services are NOT included in this Agreement.
  - h. Except as may otherwise be stated in this Agreement antivirus, anti-malware and other forms of security applications are NOT included in this Agreement.
  - i. Restoration of lost data caused by systems, hardware, or software failure is NOT included in this Agreement and MPTG assumes no responsibility for any such loss or failure.
  - j. MPTG SHALL NOT BE RESPONSIBLE FOR AND GIVES NO WARRANTY FOR MANUFACTURAL WARRANTED PARTS.
  - k. Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. MPTG's support services are predicated upon the CUSTOMER'S support and commitment to providing time/scheduling for network device reboots with its staff and/or user's support.
  - l. Virus mitigation depends upon CUSTOMER satisfying recommended backup schemes and having appropriate security software with current updates.
  - m. This Agreement and the support services defined herein are contingent upon CUSTOMER'S permitting of MPTG secure remote access into CUSTOMER'S network.
  - n. Support services requested outside the scope of this Agreement may not be exchanged for days or services within this Agreement. Additional support services are available on both a "Time and Materials," or "Project" basis.
- 10) **CHARGES FOR SUPPLEMENTAL AND PROJECT SERVICES** - Supplemental and Project services requested by CUSTOMER and provided by MPTG which are outside the scope of this Agreement shall be charged to CUSTOMER as an additional charge. MPTG shall inform CUSTOMER when there will be an additional charge and how the charge will be calculated. Additional charges will be billed at the time of service.
- 11) **RIGHT TO RENEGOTIATE** - MPTG reserves the right to renegotiate rates or responsibilities under this agreement (or any portion thereof) based on additions of locations, hardware, software, hardware support requirements, and/or services. MPTG shall give thirty (30) day notice before exercising its rights under this section. The right to renegotiate also extends to the CUSTOMER under the same conditions.
- 12) **GUARANTEED RESPONSE TIMES AND PRIORITY** - The MPTG Service Desk documents and tracks issues and service requests. Service tickets are assigned priority based upon the severity of the issue and other considerations. Appendix D "Priorities and Response Times" provides a definition of each level of priority and the average time in which MPTG guarantees to respond to an issue.
- 13) **TAXES** - CUSTOMER shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, CUSTOMER shall promptly pay to MPTG an amount equal to any such taxes actually paid or required to be collected or paid by MPTG.
- 14) **FAILURE TO PAY** - MPTG reserves the right to refuse or suspend service under this Agreement in the event CUSTOMER has failed to pay any invoice within thirty (30) days of said invoice date, whether it is an invoice for services provided under this Agreement, supplemental services, services provided under any other Agreement between the parties, or product purchases.
- 15) **CONDITIONS OF SERVICE** - The CUSTOMER Network is eligible for support under this Agreement provided it shall be, and remain in, good condition and MPTG serviceability requirements and site environmental conditions are met. MPTG reserves the right to inspect the Network upon the commencement of this Agreement for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network.
- 16) **LOSS OF USE** - MPTG shall not be responsible to CUSTOMER for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the Network by the CUSTOMER. MPTG shall not be responsible for acts done by third parties who are not authorized representatives of MPTG.
- 17) **MPTG SERVICE RESPONSIBILITY** - MPTG shall provide remote support services in a timely manner via telephone, email, cloud application, and other remote access methods.
- a. MPTG shall provide off-site services during MPTG normal business hours and on MPTG normal business days. On-site support services shall be provided in accordance with paragraph (17b) below. MPTG shall notify the designated CUSTOMER representative prior to commencing all support services and at the completion of all support services which might impact the CUSTOMER's ability to use its Network or network devices. MPTG's representatives shall have, and the CUSTOMER shall provide full access to the Network in order to affect the necessary support services.



- b. If on-site or off-site services are requested by the CUSTOMER outside of normal MPTG business hours MPTG shall provide such support service subject to the availability of its representatives according to the terms and conditions set forth in this Agreement and paragraph (17a) above.
- c. MPTG shall be obligated to provide support service only at the location(s) defined in this Agreement. If the CUSTOMER desires to relocate, add, or remove locations, the CUSTOMER shall give appropriate notice to MPTG of its intention to relocate sixty (60) days in advance. MPTG reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the CUSTOMER. Such right includes the right to refuse service to CUSTOMER at the relocation and/or new site.

**18) CUSTOMER RESPONSIBILITY** - CUSTOMER shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet access, and remote access for use by MPTG's representatives.

- a. CUSTOMER shall promptly notify MPTG of any events/incidents that might impact the services defined within this Agreement and/or any supplemental service needs.
- b. CUSTOMER agrees that it will inform MPTG of any modification, installation, or service performed on the Network by individuals not employed by MPTG in order to assist MPTG in providing an efficient and effective support response.
- c. CUSTOMER shall designate a managerial level representative to authorize all network support services. Whenever possible, said representative shall be present when a MPTG service representative is on-site.
- d. CUSTOMER shall strictly control remote access to its network by restricting access permission and by implementing encryption methodologies and strong password protection policies. Personal equipment used to connect to the CUSTOMER network must meet the security and access requirements established by MPTG.
- e. CUSTOMER agrees that payment for the full term for cloud or other service subscriptions included in this agreement shall be the responsibility of the CUSTOMER in the event the CUSTOMER terminates this Agreement prior to its expiration or to the expiration of any automatic renewal period.

**19) OPT-OUT/TERMINATION** - MPTG and/or CUSTOMER shall have the right to terminate this Agreement under any of the following conditions:

- a. If in MPTG's sole discretion, such discretion not to be unreasonably exercised, conditions at the service site(s) have materially changed or pose a health or safety threat to any MPTG representative
- b. If the CUSTOMER does not pay MPTG within thirty days from receipt of MPTG's invoice and/or otherwise materially breaches this Agreement.
- c. If upon thirty (30) days written notice MPTG fails to perform its obligations under this Agreement.
- d. If either party provides ninety (90) days written notice to the other party of its intention to terminate.
- e. If both parties agree to terminate the Agreement.
- f. If this Agreement is superseded by a new MoreAware™ agreement between both parties to this Agreement.
- g. If one of the parties shall be declared insolvent or bankrupt.
- h. If a petition is filed in any court and not dismissed in ninety (90) days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- i. If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties.

Upon termination, all hardware and software installed by MPTG that was required to conduct network support services are the property of MPTG and shall be surrendered and returned to MPTG at end of the Agreement, except as otherwise specifically agreed herein.

**20) REMEDIES** - In the event CUSTOMER terminates this Agreement for any reason other than a breach of the terms hereof by MPTG, CUSTOMER shall NOT be entitled to a refund of any monies paid by CUSTOMER in advance of the month or part thereof for which services by MPTG were last performed.

**21) INDEPENDENT ENGAGEMENT/NON-HIRE** - CUSTOMER acknowledges that MPTG is involved in a highly strategic and competitive business. CUSTOMER further acknowledges that CUSTOMER would gain substantial benefit and that MPTG would be deprived of such benefit, if CUSTOMER were to directly hire any personnel employed by MPTG. Except as otherwise provided by law, CUSTOMER shall not, without the prior written consent of MPTG, solicit the employment of MPTG personnel during the term of this Agreement and for a period of twelve (12) months following expiration of this Agreement.

- a. CUSTOMER agrees that calculation of MPTG's damages resulting from breach by CUSTOMER of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CUSTOMER violates this provision, CUSTOMER shall immediately pay MPTG an amount equal to 50% of employee's total annual compensation as liquidated damages and MPTG shall have the option to terminate this Agreement without further notice or liability to CUSTOMER. The



amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs MPTG would incur as a result of any breach of this part of this Agreement, and to identify, recruit, hire and train suitable replacements for such personnel whether or not actually employed by CUSTOMER.

- b. In no event shall it be a violation of this section for CUSTOMER to engage in solicitations incidental to general advertising or other general solicitation in the ordinary course not specifically targeted at such persons or to employ any person not solicited in violation of this agreement.
- c. This provision shall survive termination of this Agreement and any other Agreements between CUSTOMER and MPTG.

22) **CONFIDENTIALITY** - This Confidentiality portion of this Agreement is in addition to other terms and conditions set forth in any and all Agreements currently existing or hereafter created between CUSTOMER and MPTG. This Agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

- a. MPTG acknowledges that in the course of providing services to CUSTOMER, MPTG may learn from CUSTOMER certain non-public personal and otherwise confidential information relating to CUSTOMER, including its customers, consumers, or employees. MPTG shall regard any and all information it receives which in any way relates or pertains to CUSTOMER, including its customers, consumers, or employees as confidential.
- b. MPTG shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CUSTOMER or as expressly and specifically permitted in writing by said CUSTOMER or as required by applicable law.
- c. CUSTOMER acknowledges that it also has certain obligations to keep records and information of its business, customers, consumers, and employees, confidential.
- d. CUSTOMER also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by MPTG, or which comes to its attention during the course of business and provided under this Agreement constitute valuable assets of and are confidential and/or proprietary to MPTG. Customer shall not reveal such information except as provided by law and will use its best efforts to give reasonable and timely notification to MPTG of any disclosure it may be bound to make so MPTG can seek its own remedy if it chooses to do so.

This provision shall survive termination of this Agreement and any other Agreements between CUSTOMER and MPTG.


23) **WARRANTIES AND DISCLAIMERS –**

- a. **MPTG MAKES AND THE CUSTOMER RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL MPTG OR ANY OF ITS DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE HELD RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATIONS, THOSE RESULTING FROM LOSS OF DATA, INCOME, PROFIT, OR ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR USE THEREOF EVEN IF MPTG HAS BEEN ADVISED OR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT MPTG'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT SECURITY OF CUSTOMER'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK OF A DATA BREACH.**
- b. **CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE OVERALL EFFECTIVENESS AND EFFICIENCY OF THE OPERATING ENVIRONMENT IN WHICH THE NETWORK IS TO FUNCTION.**
- c. **CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT CREATE ANY DIRECT OR IMPLIED FEDUCIARY RESPONSIBILITY ON THE PART OF MPTG.**

24) **INDEMNIFICATION** - CUSTOMER hereby agrees to indemnify and defend at its sole expense: MPTG, its employees, agents, representatives, directors, and shareholders, from and against any and all claims arising out of or based upon CUSTOMER'S use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, CUSTOMER agrees to pay any judgment and costs including but not limited to MPTG's reasonable Attorney Fee's.

25) **GENERAL PROVISIONS –**

- a. **Sole Agreement:** This Agreement constitutes the entire and only understanding and Agreement between the parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, may be amended only by a writing signed by each of the parties hereto.
- b. **Severability:** If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or un-enforceable, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.
- c. **Captions:** The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.

- 
- d. Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.
- e. Waiver: Any failure of either party to comply with any obligation, covenant, Agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, Agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.
- f. Governing Law: Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of Washington, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the State of Oregon, for the Judicial District where CUSTOMER has its principal office, for resolution of all disputes and causes of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.
- g. Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.
- h. Force Majeure: MPTG shall not be liable for any problems created due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network systems/services, or service interruptions caused by the Internet service provider.
- i. Attorneys' Fees. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year below written.



## Appendix A – Scope of Services

### Proactive Technology Support

- Application monitoring
- Domain monitoring
- SSL certificate monitoring
- Wireless monitoring
- UPS monitoring
- RAID monitoring
- Services monitoring
- Website monitoring
- Cloud services monitoring
- Email blacklist monitoring
- Backup monitoring
- Firewall monitoring
- ISP service monitoring
- IoT monitoring
- Periodic UPS tests
- Periodic backup restoration tests
- NAS monitoring
- SAN monitoring
- Network switch monitoring
- Printer monitoring
- Virtualization monitoring
- VoIP monitoring
- Server operating system patch management
- Server firmware management
- Server performance management
- Workstation operating system patch management
- Workstation firmware management
- Workstation performance management

### Technology Management and Administration

- 3<sup>rd</sup> Party software administration
- Active directory administration
- Azure active directory administration
- Microsoft 365 administration
- Group policy administration
- Exchange on-premises administration
- Exchange online email administration
- Virtualization administration
- Dynamic network diagramming
- Power management
- Strategic client account management
- Customized network group policies, standards, and profiles
- Hardware & software asset tracking

### Reactive Technology Support Services

- Secure media destruction
- E-waste recycling
- Shared help desk system account(s)
- Shared documentation system account(s)
- Shared remote support system account(s)
- Remote & On-site support



#### **Premium MPTG Services**

- Advanced network device monitoring
- Business endpoint security licensing & support
- Business email security licensing & support
- Dark web compromise monitoring
- Business continuity & disaster recovery licensing & storage
- Periodic on-site server preventative maintenance
- Periodic on-site workstation preventative maintenance
- Periodic on-site network device preventative maintenance
- Periodic on-site general service visits

#### **Technology Vendor Relationship Management**

- Procurement assistance
- Change management consultation
- Domain tracking
- SSL tracking
- Warranty tracking
- 3<sup>rd</sup> Party hardware & software implementation support
- 3<sup>rd</sup> Party software vendor documentation
- 3<sup>rd</sup> Party hardware vendor documentation
- 3<sup>rd</sup> Party services vendor documentation

#### **Technology Consulting and Strategic Planning**

- Chronic issue(s) mitigation
- IT standards assessment & gap analysis
- IT policies assessment & gap analysis
- Strategic technology roadmaps
- Strategic technology business reviews
- Warranty & aging report

## Appendix B – Locations

Services under this Agreement shall only be provided at/to the following location(s):

- 2790 Ocean Beach Hwy, Longview, WA 98632  
312 1st Ave. S, Kelso, WA 98626

## Appendix C – Out of Scope Service Rates

| Days of Service  | Hours of Service                                                           | Rate          |
|------------------|----------------------------------------------------------------------------|---------------|
| Business Days    | Monday through Friday, 8:00 am to 5:00 pm                                  | \$150.00/hour |
| After Hours      | Monday through Friday, 5:00 pm to 11:00 pm<br>Saturday, 9:00 am to 5:00 pm | \$200.00/hour |
| Overnight        | Hours outside of those listed above.                                       | \$250.00/hour |
| Holidays/Sundays | 12:00 am to 11:59 pm                                                       | \$300.00/hour |

## Appendix D – Priorities and Response Times

| Priority | Issue                                                                                                                                 | Response Time                |
|----------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Low      | No immediate impact on the user or organization.<br>First come, first serve.                                                          | Within the next business day |
| Medium   | Some impact on the user or organization, but not affecting mission-critical functions.<br>Scheduled appointments.                     | Within the same business day |
| High     | ALL MPTG WARRANTY ISSUES.<br>Impacts some user or organization mission-critical functions.<br>Monitored device WARNING notifications. | Within 4 business hours      |
| Critical | Broad organization mission-critical functions affected.<br>Monitored device FAILURE notifications.                                    | Within 30 business minutes   |



## Appendix E – Assets Under Management

|    | Domains:       | Used for Email: | Used for Website: |
|----|----------------|-----------------|-------------------|
| 1. | COWLITZ911.ORG | Yes             | Yes               |

|     | Firewalls:                     | Manufacturer: | Model: | Serial #:      |
|-----|--------------------------------|---------------|--------|----------------|
| 1.  | COWLITZ911-CASTLE-ROCK-FD6-T35 | Watchguard    | T35    | D020129CF9705  |
| 2.  | COWLITZ911-CITY-OF-LV-T35      | Watchguard    | T35    | D020129551262  |
| 3.  | COWLITZ911-CR-POLICE-T35       | Watchguard    | T35    | D0200FB5038F4  |
| 4.  | COWLITZ911-HOJ-IT-M470         | Watchguard    | M470   | 801005656662D  |
| 5.  | COWLITZ911-HOJ-IT-M470-SEC     | Watchguard    | M470   | 8010055DEDD3B8 |
| 6.  | COWLITZ911-HOJ-OT-M470         | Watchguard    | M470   | 80100565064AD  |
| 7.  | COWLITZ911-HOJ-OT-M470-SEC     | Watchguard    | M470   | 80100584D10CD  |
| 8.  | COWLITZ911-KALAMA-PD-T35       | Watchguard    | T35    | D0201255A36A2  |
| 9.  | COWLITZ911-KELSO-FIRE-T35      | Watchguard    | T35    | D020125DFA4C7  |
| 10. | COWLITZ911-KELSO-POLICE-T35    | Watchguard    | T35    | D020129BC04C4  |
| 11. | COWLITZ911-OB-IT-M470          | Watchguard    | M470   | 80100561E436E  |
| 12. | COWLITZ911-OB-IT-M470-SEC      | Watchguard    | M470   | 8010053A7A7DB  |
| 13. | COWLITZ911-OB-OT-M470          | Watchguard    | M470   | 80100564E136D  |
| 14. | COWLITZ911-OB-OT-M470-SEC      | Watchguard    | M470   | 80100538737F8  |
| 15. | COWLITZ911-RAINIER-HILL-T35    | Watchguard    | T35    | D02012A16CAA0  |
| 16. | COWLITZ911-TOUITLE-FIRE-T35    | Watchguard    | T35    | D02012AB138C4  |
| 17. | COWLITZ911-WOODLAND-PD-T35     | Watchguard    | T35    | D020129E6D307  |

|     | Managed Switches: | Manufacturer: | Model:        | Serial #:   |
|-----|-------------------|---------------|---------------|-------------|
| 1.  | C9-HOJ-EDGE-1     | Cisco         | C9300L-24P-4X | FOC2627YLMQ |
| 2.  | C9-HOJ-EDGE-2     | Cisco         | C9300L-24P-4X | FVH2713L1JE |
| 3.  | C9-HOJ-IT-SW1     | Cisco         | C9300L-48P-4X | FJC2544274S |
| 4.  | C9-HOJ-OT-SW1     | Cisco         | C9300L-24T-4X | FVH2712L142 |
| 5.  | C9-HOJ-DC-SW1     | Cisco         | C93180YC-FX3  | FDO26020NK3 |
| 6.  | C9-OB-DC-SW1      | Cisco         | C93180YC-FX3  | FD026020NDZ |
| 7.  | C9-OB-DC-SW2      | Cisco         | C93180YC-FX3  | FD026020ZEM |
| 8.  | OB-EDGE-SW1       | Cisco         | C9300L-24P-4X | FOC2627YLMQ |
| 9.  | OB-EDGE-SW2       | Cisco         | C9300L-24P-4X | FOC2627YLNJ |
| 10. | OB-IT-SW1         | Cisco         | C9300L-48P-4X | FJC254426WE |
| 11. | OB-IT-SW2         | Cisco         | C9300L-48P-4X | FJC2544274Z |
| 12. | OB-IT-SW3         | Cisco         | C9300L-48P-4X | FJC254427CG |
| 13. | OB-IT-SW4         | Cisco         | C9300L-48P-4X | FJC254427ML |
| 14. | OB-IT-SW5         | Cisco         | C9300L-48P-4X | FJC254427N8 |
| 15. | OB-IT-SW6         | Cisco         | C9300L-48P-4X | FJC254427PF |
| 16. | OB-IT-SW7         | Cisco         | C9300L-48P-4X | FJC254427VB |
| 17. | OB-IT-SW8         | Cisco         | C9300L-48P-4X | FJC254427VV |
| 18. | OB-OT-SW1         | Cisco         | C9300L-48P-4X | FJC2544275C |
| 19. | OB-OT-SW2         | Cisco         | C9300L-48P-4X | FJC2544267R |

|     | Wireless Access Points:      | Manufacturer: | Model: | Serial #:      |
|-----|------------------------------|---------------|--------|----------------|
| 1.  | DISPATCH EAST WALL           | Meraki        | MR46   | Q3AC-FW4C-LRDK |
| 2.  | DISPATCH WEST WALL           | Meraki        | MR46   | Q3AC-ZTWF-JRYG |
| 3.  | DISPATCHCHAIRROOM            | Meraki        | MR46   | Q3AC-AMDS-TZ8C |
| 4.  | Executive Assistant Room 104 | Meraki        | MR46   | Q3AC-YZXP-US2N |
| 5.  | Gym                          | Meraki        | MR46   | Q3AC-M7YU-UW9X |
| 6.  | HOJ Datacenter               | Meraki        | MR46   | Q3AC-77S8-U8WP |
| 7.  | IT Spare                     | Meraki        | MR46   | Q3AC-48DN-EUTN |
| 8.  | OB Command Center            | Meraki        | MR46   | Q3AC-2UCW-L95R |
| 9.  | OB Conference Room 106       | Meraki        | MR46   | Q3AC-D29V-TXF6 |
| 10. | OB File Room                 | Meraki        | MR46   | Q3AC-MXN2-C9CR |
| 11. | Quiet Room 109               | Meraki        | MR46   | Q3AC-ZW7M-9RVH |
| 12. | Server Room                  | Meraki        | MR46   | Q3AC-AVGU-7MBD |
| 13. | Supervisor's Office          | Meraki        | MR46   | Q3AC-M5VB-CF7C |



|     |               |        |      |                |
|-----|---------------|--------|------|----------------|
| 14. | Tech Room     | Meraki | MR46 | Q3AC-48AK-44RV |
| 15. | Training Room | Meraki | MR46 | Q3AC-699Q-29GK |

|     | <b>Servers:</b> | <b>Manufacturer:</b> | <b>Serial #:</b> | <b>Role:</b>                                   |
|-----|-----------------|----------------------|------------------|------------------------------------------------|
| 1.  | C9-HOJ-VM1-CIMC | Cisco                | WMP252100PP      | High Availability Hypervisor Host Server       |
| 2.  | C9-HOJ-VM2-CIMC | Cisco                | WMP252100WF      | High Availability Hypervisor Host Server       |
| 3.  | C9-HOJ-VM3-BMC1 | Cisco                | FCH251974AZ      | Hypervisor & Disaster Recovery Storage         |
| 4.  | C9-OB-VM1-CIMC  | Cisco                | WMP252100QM      | Hypervisor                                     |
| 5.  | C9-OB-VM2-CIMC  | Cisco                | WMP252100WE      | Hypervisor                                     |
| 6.  | C9-OB-VM3-BMC1  | Cisco                | FCH251974CU      | Hypervisor & Disaster Recovery Storage         |
| 7.  | C911-IT-DC01    | VMware               | N/A              | High Availability IT Domain Controller         |
| 8.  | C911-IT-DC02    | VMware               | N/A              | High Availability IT Domain Controller         |
| 9.  | C911-IT-DC03    | VMware               | N/A              | High Availability IT Domain Controller         |
| 10. | C911-IT-DC04    | VMware               | N/A              | High Availability IT Domain Controller         |
| 11. | C911-IT-FS      | VMware               | N/A              | IT File & Print Server                         |
| 12. | C911-OT-DC01    | VMware               | N/A              | High Availability OT Domain Controller         |
| 13. | C911-OT-DC02    | VMware               | N/A              | High Availability OT Domain Controller         |
| 14. | C911-OT-FS      | VMware               | N/A              | OT File & Print Server                         |
| 15. | CAD-DC-03       | VMware               | N/A              | Legacy High Availability PSN Domain Controller |
| 16. | CAD-DC-04       | VMware               | N/A              | Legacy High Availability PSN Domain Controller |
| 17. | CAD-NET-01      | Dell                 | 6JWKKS1          | Legacy Intergraph CAD Server                   |
| 18. | COMPSTAT-01     | VMware               | N/A              | CAD Statistics & Report Server                 |
| 19. | GIS-02          | VMware               | N/A              | CAD Map Server                                 |
| 20. | IMAGETREND-02   | VMware               | N/A              | EMS for Fire Agencies Server                   |
| 21. | IPRO            | Dell                 | 2QXZ1V3          | Facility Security Server                       |
| 22. | NETMOTION-01    | VMware               | N/A              | Enterprise Mobile VPN Server                   |
| 23. | PAGEGATE-03     | VMware               | N/A              | High Availability Paging Server                |
| 24. | PAGEGATE-04     | VMware               | N/A              | High Availability Paging Server                |
| 25. | PROQA-02        | VMware               | N/A              | Application Server                             |
| 26. | STANCIL6854     | Supermicro           | ?                | Legacy Logging Recorder                        |
| 27. | STANCIL9108     | Supermicro           | 123456789        | Modern Logging Recorder                        |

|     | <b>Workstations:</b> | <b>Manufacturer:</b> | <b>Serial #:</b> | <b>Role:</b>  | <b>Assigned User:</b> |
|-----|----------------------|----------------------|------------------|---------------|-----------------------|
| 1.  | BUS01                | Lenovo               | MJ0GM7AA         | Business PC   | Dispatch Staff        |
| 2.  | BUS02                | Dell                 | FV2CX04          | Business PC   | Dispatch Staff        |
| 3.  | BUS03                | Lenovo               | MJ0GM7AG         | Business PC   | Dispatch Staff        |
| 4.  | BUS04                | Lenovo               | MJ0GR3E0         | Business PC   | Dispatch Staff        |
| 5.  | BUS05                | Lenovo               | MJ0GM79F         | Business PC   | Dispatch Staff        |
| 6.  | BUS06                | Lenovo               | MJ0GM7A7         | Business PC   | Dispatch Staff        |
| 7.  | BUS07                | Lenovo               | MJ0GM7AB         | Business PC   | Dispatch Staff        |
| 8.  | BUS08                | Lenovo               | MJ0GM7A3         | Business PC   | Dispatch Staff        |
| 9.  | BUS09                | Lenovo               | MJ0GM7AE         | Business PC   | Dispatch Staff        |
| 10. | BUS10-B              | Dell                 | H59S2Q3          | Business PC   | Dispatch Staff        |
| 11. | C911-2208L           | Lenovo               | PF3NNR6Z         | Business PC   | Admin Staff           |
| 12. | C911-2218            | Lenovo               | MJ0GM79G         | IT PC         | IT Staff              |
| 13. | CAD01                | Dell                 | 9M2S2Q3          | CAD PC        | Dispatch Staff        |
| 14. | CAD02                | Lenovo               | MJ0H6EME         | CAD PC        | Dispatch Staff        |
| 15. | CAD03                | Dell                 | 8HZR2Q3          | CAD PC        | Dispatch Staff        |
| 16. | CAD04                | Lenovo               | MJ0FY6GZ         | CAD PC        | Dispatch Staff        |
| 17. | CAD05                | Lenovo               | MJ0GM79N         | CAD PC        | Dispatch Staff        |
| 18. | CAD06                | Lenovo               | MJ0H6E1V         | CAD PC        | Dispatch Staff        |
| 19. | CAD07                | Lenovo               | MJ0FY7MW         | CAD PC        | Dispatch Staff        |
| 20. | CAD08                | Lenovo               | MJ0H6E1X         | CAD PC        | Dispatch Staff        |
| 21. | CAD09                | Lenovo               | MJ0FY6H0         | CAD PC        | Dispatch Staff        |
| 22. | CAD10                | Lenovo               | MJ0H6E1M         | CAD PC        | Dispatch Staff        |
| 23. | CAD11                | Lenovo               | MJ0H6E1Q         | CAD PC        | Dispatch Staff        |
| 24. | CAD12                | Lenovo               | MJ0H6EMD         | Backup CAD PC | Dispatch Staff        |
| 25. | CAD13                | Lenovo               | MJ0GM7A9         | Backup CAD PC | Dispatch Staff        |
| 26. | PC04-HALL-BSMT       | Lenovo               | MJ0GM7A1         | IT PC         | IT Staff              |
| 27. | PC13                 | Lenovo               | MJ0GM79V         | Business PC   | Admin Staff           |
| 28. | PC14                 | Lenovo               | MJ0GM7A8         | Business PC   | Admin Staff           |
| 29. | PC15                 | Lenovo               | MJ0GR3DR         | Business PC   | Admin Staff           |
| 30. | PC17                 | Lenovo               | MJ0GM7A5         | Business PC   | Admin Staff           |
| 31. | PC21                 | Lenovo               | MJ0GM7A1         | Business PC   | Admin Staff           |



|     |                 |        |          |                   |                                |
|-----|-----------------|--------|----------|-------------------|--------------------------------|
| 32. | PC22-CONFERENCE | Dell   | JC6DDX3  | Infrastructure PC | Conference Room TV             |
| 33. | PC23-CC-WEST    | Dell   | F86DDX3  | Infrastructure PC | Command Center West TV         |
| 34. | PC24            | Dell   | JB2VJX3  | Business PC       | Admin Staff                    |
| 35. | PC24-CC-EAST    | Dell   | 933DDX3  | Infrastructure PC | Command Center East TV         |
| 36. | PC25            | Dell   | 5LZJDX3  | Infrastructure PC | Front Office Camera Monitor TV |
| 37. | PC26            | Dell   | 8DFSRY3  | Business PC       | Admin Staff                    |
| 38. | PC27            | Dell   | 80S1DX3  | Business PC       | Admin Staff                    |
| 39. | PC28            | Lenovo | MJ0GM79M | Business PC       | Admin Staff                    |
| 40. | PC31L-JERRY     | Dell   | 28KDZ04  | Business PC       | Admin Staff                    |
| 41. | PC32            | Dell   | CX2CX04  | Business PC       | Admin Staff                    |
| 42. | PC35            | Dell   | BNC4V34  | Business PC       | Admin Staff                    |
| 43. | PC36            | Dell   | 516CX04  | Business PC       | Admin Staff                    |
| 44. | PC37            | Lenovo | MJ0GM7A4 | Business PC       | Admin Staff                    |
| 46. | PC38            | Lenovo | MJ0GR3E5 | Business PC       | Admin Staff                    |
| 46. | PC49            | Lenovo | MJ0H6E6Y | Business PC       | Admin Staff                    |

\* - Denotes remote work-from-home (WFH) PC

|     | Email Account:                                                                 | Role            |
|-----|--------------------------------------------------------------------------------|-----------------|
| 1.  | <a href="mailto:alexa@cowlitz911.org">alexa@cowlitz911.org</a>                 | Service Account |
| 2.  | <a href="mailto:matzkea@cowlitz911.org">matzkea@cowlitz911.org</a>             | Staff Account   |
| 3.  | <a href="mailto:laudena@cowlitz911.org">laudena@cowlitz911.org</a>             | Staff Account   |
| 4.  | <a href="mailto:ap@cowlitz911.org">ap@cowlitz911.org</a>                       | Staff Account   |
| 5.  | <a href="mailto:munsona@cowlitz911.org">munsona@cowlitz911.org</a>             | Staff Account   |
| 6.  | <a href="mailto:schaeferb@cowlitz911.org">schaeferb@cowlitz911.org</a>         | Staff Account   |
| 7.  | <a href="mailto:ballingerb@cowlitz911.org">ballingerb@cowlitz911.org</a>       | Staff Account   |
| 8.  | <a href="mailto:starrb@cowlitz911.org">starrb@cowlitz911.org</a>               | Staff Account   |
| 9.  | <a href="mailto:harvillb@cowlitz911.org">harvillb@cowlitz911.org</a>           | Staff Account   |
| 10. | <a href="mailto:c911user@cowlitz911.org">c911user@cowlitz911.org</a>           | Service Account |
| 11. | <a href="mailto:bakerd@cowlitz911.org">bakerd@cowlitz911.org</a>               | Staff Account   |
| 12. | <a href="mailto:kirkd@cowlitz911.org">kirkd@cowlitz911.org</a>                 | Staff Account   |
| 13. | <a href="mailto:wellsd@cowlitz911.org">wellsd@cowlitz911.org</a>               | Staff Account   |
| 14. | <a href="mailto:turrentined@cowlitz911.org">turrentined@cowlitz911.org</a>     | Staff Account   |
| 15. | <a href="mailto:saylore@cowlitz911.org">saylore@cowlitz911.org</a>             | Staff Account   |
| 16. | <a href="mailto:hlousekj@cowlitz911.org">hlousekj@cowlitz911.org</a>           | Staff Account   |
| 17. | <a href="mailto:jensenj@cowlitz911.org">jensenj@cowlitz911.org</a>             | Staff Account   |
| 18. | <a href="mailto:weygandtj@cowlitz911.org">weygandtj@cowlitz911.org</a>         | Staff Account   |
| 19. | <a href="mailto:aguirrej@cowlitz911.org">aguirrej@cowlitz911.org</a>           | Staff Account   |
| 20. | <a href="mailto:evaldj@cowlitz911.org">evaldj@cowlitz911.org</a>               | Staff Account   |
| 21. | <a href="mailto:martinj@cowlitz911.org">martinj@cowlitz911.org</a>             | Staff Account   |
| 22. | <a href="mailto:stennickj@cowlitz911.org">stennickj@cowlitz911.org</a>         | Staff Account   |
| 23. | <a href="mailto:davisk@cowlitz911.org">davisk@cowlitz911.org</a>               | Staff Account   |
| 24. | <a href="mailto:cosgrovek@cowlitz911.org">cosgrovek@cowlitz911.org</a>         | Staff Account   |
| 25. | <a href="mailto:schaeferk@cowlitz911.org">schaeferk@cowlitz911.org</a>         | Staff Account   |
| 26. | <a href="mailto:deisherm@cowlitz911.org">deisherm@cowlitz911.org</a>           | Staff Account   |
| 27. | <a href="mailto:gilbertm@cowlitz911.org">gilbertm@cowlitz911.org</a>           | Staff Account   |
| 28. | <a href="mailto:arrowsmithm@cowlitz911.org">arrowsmithm@cowlitz911.org</a>     | Staff Account   |
| 29. | <a href="mailto:simsm@cowlitz911.org">simsm@cowlitz911.org</a>                 | Staff Account   |
| 30. | <a href="mailto:gibbsm@cowlitz911.org">gibbsm@cowlitz911.org</a>               | Staff Account   |
| 31. | <a href="mailto:mpcadmin@cowlitz911.org">mpcadmin@cowlitz911.org</a>           | IT Account      |
| 32. | <a href="mailto:pagegate@cowlitz911.org">pagegate@cowlitz911.org</a>           | Staff Account   |
| 33. | <a href="mailto:swansonr@cowlitz911.org">swansonr@cowlitz911.org</a>           | Staff Account   |
| 34. | <a href="mailto:perrys@cowlitz911.org">perrys@cowlitz911.org</a>               | Staff Account   |
| 35. | <a href="mailto:scanner@cowlitz911.org">scanner@cowlitz911.org</a>             | Service Account |
| 36. | <a href="mailto:servicebackup@cowlitz911.org">servicebackup@cowlitz911.org</a> | Service Account |
| 37. | <a href="mailto:servicesroles@cowlitz911.org">servicesroles@cowlitz911.org</a> | Service Account |
| 38. | <a href="mailto:huhtat@cowlitz911.org">huhtat@cowlitz911.org</a>               | Staff Account   |
| 39. | <a href="mailto:morset@cowlitz911.org">morset@cowlitz911.org</a>               | Staff Account   |
| 40. | <a href="mailto:oialehtot@cowlitz911.org">oialehtot@cowlitz911.org</a>         | Staff Account   |



## Cowlitz 911 Agenda Summary Sheet

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

**Introduced by:** Jerry Jensen

**Date:** May 21<sup>st</sup>, 2025

**For Agenda of:** May 21<sup>st</sup>, 2025

**SUBJECT TITLE:** Request for Sole Source purchase of Aurelian AI Call Taking Software

### **ATTACHMENTS:**

Cowlitz 911 Request for Sole Source Form  
Aurelian Master Services Agreement

### **SUMMARY STATEMENT:**

Cowlitz 911 dispatchers processed more than 70,000 NON-Emergency calls last year. That number continues to rise. These NON-Emergency calls frequently occur during peak 911 times and can interfere with telecommunicators' ability to complete their mission critical work of answering 911 calls and dispatching resources. After looking for a solution to better serve our community, lessen the burden placed on telecommunicators Cowlitz 911 is recommending and requesting board approval for "sole source" purchase of: Aurelian NON-Emergency call automation "AI" software.

#### *Sole Source Purchases*

*RCW 39.04.280(1)(a) allows agencies to waive competitive bidding if a purchase is clearly and legitimately limited to a single supplier, known as a "sole source" or "single source" exemption. These situations often arise when an agency has specific technological requirements. Examples include:*

- *Licensed, copyrighted, or patented products or services that only one vendor provides*
- *New equipment or products that must be compatible with existing equipment or products*
- *Proprietary or custom-built software or information systems that only one vendor provides*
- *Products or services where only one vendor meets the required certifications or statutory requirements*

*Agencies should base these decisions on an objective review of the required product or service, making sure to document why that particular product or service is mandatory and whether efforts were made to find other vendors.*

### **RECOMMENDED ACTION:**

The recommendation of the staff and 911 Executive Director Darr Kirk is a motion from the board to authorize the sole source purchase of Aurelian software.

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**Cost of Agenda Item: \$64,000**

**Appropriation Required: \$224,000 (Based on 3-Year)**

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## MASTER SERVICES AGREEMENT (SAAS)

This **MASTER SERVICES AGREEMENT** (“**Agreement**”) is dated May 21<sup>st</sup>, 2025 (“**Effective Date**”) and entered into between Needl, Inc. dba Aurelian, a Delaware corporation (“**Aurelian**”) and Cowlitz 911 Public Authority (“**Customer**”). Customer desires to use Aurelian’s AI public safety call triage and receptionist software platform, pursuant to the terms and conditions of this Agreement. The parties agree as follows:

### 1. DEFINITIONS.

**1.1 “Affiliate”** means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

**1.2 “Caller”** means any caller that calls into Customer’s non-emergency number that utilizes the Platform.

**1.3 “Caller Data”** means any data and information made available by a Caller to Aurelian in connection with Aurelian’s performance of the Services.

**1.4 “Content”** means content, data, and information that is owned by Aurelian or any of its licensors that is provided or made available by Aurelian through use of the Platform or as part of or in connection with Aurelian’s provision of Services. Content does not include Customer Data.

**1.5 “Customer Data”** means the electronic data and information input into the Platform by or on behalf of Customer. Customer Data includes Caller Data but does not include Usage Data or Aggregated Data.

**1.6 “Documentation”** means any user materials, instructions, and specifications made available by Aurelian to Customer for the Services.

**1.7 “Implementation Services”** means Aurelian’s standard implementation and set up services for the Platform.

**1.8 “Order”** means any written order document executed by Aurelian and Customer setting forth the terms and conditions relating to the Services. Each Order is incorporated by reference into this Agreement.

**1.9 “Platform”** means the Aurelian’s proprietary platform utilized by Aurelian to provide the Software to Customer under this Agreement. The Platform does not include Customer’s connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for Customer and its Users to connect to and obtain access to the Platform or to utilize the Services.

**1.10 “Services”** means, collectively, Implementation Services, access to the Platform, Support Services, and the other services made available on, by, or through the Platform by Aurelian under this Agreement.

**1.11 “Software”** means Aurelian’s proprietary software as a service offering as set forth in the applicable Order and made available through remote access by Aurelian to Customer and Users as part of the Platform, including any modifications, updates, improvements, configurations, and enhancements thereto.

**1.12 “Support Services”** means Aurelian’s standard technical support and Software maintenance.

**1.13 “Usage Data”** means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Customer, its Users, or Callers, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform.

**1.14 “Users”** means Customer’s employees, independent contractors, and other individuals who are authorized by Customer to use the Services on behalf of Customer.

### 2. SERVICES.

**2.1 Provision of Services.** Subject to the terms and conditions of this Agreement, Aurelian shall provide the Services to Customer and its Users. Aurelian has valid and effective agreements with all vendors and providers of technology (including AI platforms) (“Vendor Systems”) sufficient to allow Aurelian to use the Vendor Systems as part of the Services.

**2.2 Cooperation.** Customer shall supply to Aurelian the Customer Data along with access and personnel resources that Aurelian reasonably requests in order for Aurelian to provide the Services.

**2.3 Resources.** Customer is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the Platform.

**2.4 Third Party Offerings.** Aurelian may make access to or use of third-party software services, applications, or functionality that link to, interoperate with, or are incorporated into the Platform available to Customer (collectively, “**Third-Party Offerings**”). Customer acknowledges that Aurelian does not own or control such Third-Party Offerings, they are made available as a convenience only, and are not part of the Platform or subject to any of the warranties, service commitments, or other obligations with respect to Platform under

this Agreement and that such Third-Party Offerings are subject to their own terms and conditions. Any acquisition by Customer of Third-Party Offerings, and any exchange of data between Customer and its Users and any Third-Party Offering is solely between Customer and its Users and the applicable Third-Party Offering provider. Access to and use of any Third-Party Offering is at Customer's own risk and is solely determined by the relevant third-party provider and is subject to such additional terms and conditions applicable to such Third-Party Offering. Aurelian may disable or restrict access to any Third-Party Offerings on the Platform at any time without notice. Aurelian is not liable for Third-Party Offerings or any Customer Data provided to a third party via a Third-Party Offering.

### **3. GRANT OF RIGHTS.**

**3.1 Access Rights; Customer's Use of the Platform.** Subject to the terms and conditions of this Agreement, Aurelian hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted by Section 11.3), non-sublicensable right to access and use the Platform for Customer's and its Affiliates' internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement and subject to the usage limitations set forth in the applicable Order (the "**Usage Limitations**"). Aurelian and its licensors reserve all rights in and to the Platform and the Services not expressly granted to Customer under this Agreement.

**3.2 Restrictions on Use.** Customer shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Platform, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform or any component thereof; (b) use the Platform, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer or Customer Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Platform; (d) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; (e) exceed the Usage Limitations; or (f) use the Platform to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**3.3 Users.** Under the rights granted to Customer under this Agreement, Customer may permit its and its Affiliates' independent contractors and employees to become Users in order to access and use the Platform in accordance with this Agreement; provided that Customer will be liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to, use the Platform, Software or Documentation except as expressly permitted under this Agreement. Customer is responsible for Users' compliance with this Agreement.

**3.4 Callers.** Customer is responsible for: (a) giving adequate notice and making any required disclosures to Callers regarding Aurelian's processing of Caller Data as contemplated under this Agreement; and (b) obtaining all necessary rights, permissions, and valid consents, which may be required in order to permit: (i) Aurelian's performance of its obligations and exercise of its rights under this Agreement; and (ii) Customer's and its Users' access to and use of any Caller Data.

**3.5 Prohibited Data.** Notwithstanding anything to the contrary in this Agreement, Customer shall not, and shall take commercially reasonable efforts to ensure that its Users and Callers do not, upload or provide to the Platform or otherwise submit or make accessible to Aurelian any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than personal data) (collectively, "**Prohibited Data**"). Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that: (i) the Software and Platform are not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (ii) Aurelian will have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data. If Customer, any Users, or any Callers upload or provided any Prohibited Data to the Platform in violation of this Section 3.5, Aurelian may, without limiting any of its other rights and remedies, delete such Prohibited Data.

### **4. FEES AND PAYMENT TERMS.**

**4.1 Price.** Customer shall pay Aurelian the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of this Agreement. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Aurelian under this Agreement (excluding any taxes arising from Aurelian's income or any employment taxes). Fees for any Services requested by Customer that are not set forth in Exhibit A or an Order will be charged as mutually agreed to by the parties in writing.

**4.2 Payment.** Customer shall pay to Aurelian all Fees within 30 days after Customer's receipt of the applicable invoice for such Services. If Customer disagrees with any Fees set forth in an invoice, Customer must notify Aurelian of the dispute within 30 days after receipt of such invoice. If Aurelian does not receive notice of a dispute during such 30 day period, Customer will be deemed to have accepted the Fees set forth in the invoice. All payments received by Aurelian are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States dollars.

### **5. TERM AND TERMINATION.**

**5.1 Term.** Unless otherwise provided in an Order, this Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, continues until all Orders have terminated ("**Term**").

**5.2 Order Term.** The initial term of an Order begins on the date set forth in the Order and continues for three years (“**Initial Term**”) unless otherwise terminated as provided for in the Agreement or applicable Order. The term of each Order will automatically extend for successive one-year periods at fees 5% higher than the immediately preceding year (each, a “**Renewal Term**”), unless either party provides written notice to the other party of its intent not to extend such Order at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term.

### **5.3 Termination.**

A party may terminate this Agreement or an Order upon notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach. Aurelian may terminate any Order for convenience upon written notice to Customer until the first anniversary of an Order’s effective date.

**5.4 Effects of Termination.** Upon termination of this Agreement and all Orders: (a) all amounts owed to Aurelian under this Agreement before such termination will be due and payable in accordance with Section 4; (b) Customer’s rights granted in this Agreement will immediately cease; (c) Customer shall promptly discontinue all access and use of the Platform and Documentation ; and (d) Aurelian shall promptly return or erase all Customer Data, except that Aurelian may retain Customer Data in Aurelian’s archived backup files. Sections 4, 5.4, 6, 7.3, 8, 9, 10, and 11 survive expiration or termination of this Agreement.

**5.5 Suspension.** Notwithstanding anything to the contrary in this Agreement, Aurelian may suspend Customer’s access to the Platform if Aurelian determines that: (a) there is an attack on the Platform; (b) Customer’s or any of its Users’ use of the Platform poses a reasonable risk of harm or liability to Aurelian and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer has breached Sections 3.2 or 10; (d) Customer’s or its Users’ use of the Platform violates applicable law; or (e) Customer has failed to pay any undisputed amounts owed under this Agreement when due and has failed to cure such late payment within 15 days after Aurelian has provided Customer with written notice of such late payment. Aurelian shall use commercially reasonable efforts to provide Customer with notice of such suspension. Aurelian may suspend Customer’s access to the Platform until the situation giving rise to the suspension has been remedied to Aurelian’s reasonable satisfaction. Aurelian’s suspension of Customer’s access to the Platform will not relieve Customer of its payment obligations under this Agreement.

## **6. PROPRIETARY RIGHTS.**

**6.1 Customer Data.** As between the parties, Customer owns all right, title, and interest in Customer Data, including all intellectual property rights therein.

**6.2 Customer Data License Grant.** Customer hereby grants to Aurelian and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 11.3) license to use the Customer Data solely for the limited purpose of performing the Services for Customer and fulfilling its other obligations and exercising its rights under this Agreement.

**6.3 The Services.** All proprietary technology utilized by Aurelian to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of Aurelian. Aurelian or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Content and the Platform, including without limitation the Software, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by Aurelian in performing under this Agreement. Any rights not expressly granted to Customer hereunder are reserved by Aurelian.

**6.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Aurelian may analyze Customer Data to create a de-identified or aggregated data set that does not identify Customer, its Users, or Callers (collectively, “**Aggregated Data**”). Aurelian retains ownership of all right, title, and interest in and to Aggregated Data. Aurelian may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services.

**6.5 Usage Data.** Aurelian retains ownership of all right, title, and interest in and to the Usage Data. Aurelian may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Aurelian’s services, systems, and algorithms.

## **7. WARRANTY; DISCLAIMERS.**

**7.1 Access to the Platform.** Aurelian warrants that the Platform will perform materially in accordance with the Documentation and this Agreement. Aurelian does not warrant that the Platform will be completely error-free or uninterrupted. If Customer notifies Aurelian of a reproducible error in the Platform that indicates a breach of the foregoing warranty (each, an “**Error**”) within 30 days after Customer experiences such Error, Aurelian shall, at its own expense and as its sole obligation and Customer’s exclusive remedy for breach of the foregoing warranty : (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Aurelian is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon notice to Aurelian and, Aurelian shall refund the amounts paid by Customer for access to the Platform for the period during which the Platform was not usable by Customer. The warranties set forth in this Section 7.1 do not apply to any Third Party Offerings or cover any Error caused by: (i) Customer or its Users; (ii) use of the Platform in any manner or in any environment inconsistent with its intended purpose; (iii) Customer’s hardware or software if modified or repaired

in any manner which materially adversely affects the operation or reliability of the Platform, or (iv) any equipment, software, or other material utilized by Customer in connection with the Platform contrary to the provider's instructions.

**7.2 Right to Customer Data.** Customer represents and warrants that it has the right to: (a) use the Customer Data as contemplated by this Agreement; and (b) grant Aurelian the license in Section 6.2.

**7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED FOR USE FOR EMERGENCIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AURELIAN MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICES' ABILITY TO PROPERLY REROUTE CALLERS TO EMERGENCY SERVICES, AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY NOT PROPERLY IDENTIFY CALLS AS EMERGENCIES AND MAY NOT PROPERLY REROUTE EMERGENCY CALLS TO EMERGENCY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL AURELIAN BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR LIABILITY THAT CUSTOMER MAY INCUR THAT ARISE OUT OF THE USE OF THE SERVICES IN CONNECTION WITH EMERGENCIES.

#### **8. Indemnification / Hold Harmless**

Aurelian shall defend, indemnify and hold the Customer, its officers, officials, employees and volunteers harmless from any and all third party claims, injuries, damages, losses or suits including attorney fees (each a "Claim") to the extent arising out of or resulting from: (a) the gross negligence or willful misconduct of Aurelian in performance of this Agreement; (b) violation of applicable law; and (c) an allegation that the Software used in accordance with this Agreement infringes any intellectual property rights, including copyright, of such third party (an "Infringement Claim"). The foregoing obligations are conditioned on Customer: (A) promptly notifying Aurelian in writing of such Claim; (B) giving Aurelian sole control of the defense thereof and any related settlement negotiations; and (C) cooperating and, at Aurelian's request and expense, assisting in such defense. In the event that the use of the Platform is enjoined as a result of an Infringement Claim, Aurelian shall, at Customer's option and at Aurelian's expense either: (i) procure for Customer the right to continue using the Platform; (ii) replace the Software with a non-infringing but functionally equivalent product; (iii) modify the Software so it becomes non-infringing; or (iv) terminate this Agreement and refund the amounts Customer paid for access to the Platform that relate to the period during which Customer was not able to use the Platform. Notwithstanding the foregoing, Aurelian will have no obligation under this Section 8 to the extent an Infringement Claim is based upon: (1) any use of the Platform not in accordance with this Agreement; (2) any use of the Platform in combination with products, equipment, software, or data that is not contemplated by the Documentation or Aurelian did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; (3) any modification of the Platform by any person other than Aurelian or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 8 states Aurelian's entire liability and Customer's sole and exclusive remedy for Infringement Claims

Customer shall defend, indemnify and hold the Aurelian harmless from any Claim brought by a third party (including Callers) to the extent that such claim, suit, or action is based upon: (a) Aurelian's use of any Customer Data in accordance with this Agreement; (b) Customer's use of any Customer Data; or (c) Customer's use of the Services, including, but not limited to, a claim that the Services failed to reroute a Caller to emergency services. The foregoing obligations are conditioned on Aurelian: (a) promptly notifying Customer in writing of such Aurelian Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense.

#### **A. Insurance Term**

Aurelian shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Aurelian, its agents, representatives, or employees.

#### **B. No Limitation**

Aurelian's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Aurelian to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy available at law or in equity.

#### **C. Minimum Scope of Insurance**

Aurelian shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Customer shall be named as an additional insured under Aurelian's Commercial General Liability insurance policy with



respect to the work performed for the Customer using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

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

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

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

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

#### D. Minimum Amounts of Insurance

Aurelian shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

#### E. Other Insurance Provision

Aurelian's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Customer. Any insurance, self-insurance, or self-insured pool coverage maintained by the Customer shall be excess of the Contractor's insurance and shall not contribute with it.

#### F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### G. Verification of Coverage

Aurelian shall furnish the Customer with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

#### H. Notice of Cancellation

Aurelian shall provide the Customer with written notice of any policy cancellation within two business days of their receipt of such notice.

#### I. Failure to Maintain Insurance

Failure on the part of Aurelian to maintain the insurance as required shall constitute a material breach of contract..

#### K. Safeguarding of Personal Information

Aurelian shall not use or disclose Personal Information (or the similar term defined in applicable state law), in any manner that would constitute a violation of federal law or applicable provisions of state law. Aurelian agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

Aurelian shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

Aurelian shall have in place information security infrastructure in keeping with industry standard to protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

Aurelian and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Customer or as otherwise authorized by law.

Aurelian agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

Aurelian shall make the Personal Information available to amend as directed by Customer and incorporate any amendments into all the copies maintained by Aurelian or its subcontractors. Aurelian shall certify its return or destruction upon expiration or termination of the Agreement and Aurelian shall retain no copies. If Aurelian and Customer mutually determine that return or destruction is not feasible, Aurelian shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws. Aurelian shall notify Customer in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Aurelian shall take necessary steps to mitigate the harmful effects of such use or disclosure. Aurelian is financially responsible for notification of any unauthorized access, use or disclosure to the extent attributable to Aurelian. The details of the notification must be approved by Customer. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT., HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO AURELIAN UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE CLAIM, AS THE CASE MAY BE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 9 DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 8, TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 10, OR TO LIABILITY ARISING FROM CUSTOMER'S BREACH OF ANY ONE OR MORE OF THE FOLLOWING: SECTIONS 3.2, 5, OR 7.2.

## **10. CONFIDENTIALITY.**

**10.1 Definitions.** "Confidential Information" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Aurelian's Confidential Information includes Software and Documentation. Customer's Confidential Information includes Customer Data.

**10.2 Protection.** Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 10. Recipient will be liable to the Discloser for any of its employees' and independent contractors' acts or omissions, which, if performed by Recipient, would constitute a breach of this Section 10. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**10.3 Exceptions.** Recipient will have no confidentiality obligations under Section 10.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, response to a public records request, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure.

## **11. GENERAL.**

**11.1 Independent Contractor.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

**11.2 Subcontractors.** Aurelian may utilize subcontractors, subprocessors, and other third-party service providers (collectively, “Subcontractors”) in the performance of its obligations, provided that Aurelian will remain liable and responsible for the Subcontractors’ acts and omissions to the extent any of such acts or omissions, if performed by Aurelian, would constitute a breach of, or otherwise give rise to liability to Aurelian under, this Agreement when they are performing for or on behalf of Aurelian.

**11.3 Assignment.** Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party’s prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect.

**11.4 Force Majeure.** Except for payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event

**11.5 Notices.** To be effective, notices under this Agreement must be delivered in writing by courier, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the signature page and will be effective upon receipt, except that e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices.

**11.6 Governing Law; Venue.** The laws of the State of Washington govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Cowlitz county, Washington in any litigation arising out of this Agreement or the Services.

**11.7 Remedies.** Each party acknowledges that any actual or threatened breach of Sections 3.2 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach.. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys’ fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

**11.8 Compliance with Laws.** Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

**11.9 Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s).

**11.10 No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

**11.11 Waivers.** To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.12 Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures. The venue of any action shall lie in the State or Federal Courts serving Summit County, Ohio.

**11.13 Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

**11.14 Severability.** If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

**11.15 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**11.16 Entire Agreement.** This Agreement, including any Order and any exhibits or attachments thereto (including any Executive Summary), constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No modifications to this Agreement will be binding on the other party unless accepted in writing by both parties. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement will govern unless the Order specifically overrides this Agreement. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

The parties by their authorized representatives have entered into this Master Services Agreement as of the Effective Date.

**Cowlitz 911 Public Authority**

**Needl, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**AURELIAN  
ORDER #31**

This **ORDER** (“**Order**”) is dated May 21, 2025 (the “**Order Effective Date**”) and is between **Needl, Inc.**, a Delaware corporation (“**Aurelian**”) and the customer identified below (“**Customer**”) and governs Customer’s access to and use of the Platform and Aurelian’s provision of the Services under the Master Services Agreement between the parties dated May 21, 2025 (the “**MSA**”). Capitalized terms used in this Order but not defined have the meanings given to them in the MSA.

| CUSTOMER INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              |                 |                      |                  |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------|----------------------|------------------|-------|
| <b>Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Cowlitz 911 Public Authority | <b>Address:</b> | 2790 Ocean Beach Hwy |                  |       |
| <b>City</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Longview                     | <b>State:</b>   | WA                   | <b>Zip Code:</b> | 98632 |
| CUSTOMER PRIMARY CONTACT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              |                 |                      |                  |       |
| <b>Full Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Darr Kirk                    | <b>Title:</b>   | Executive Director   |                  |       |
| <b>Phone Number:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 360-762-6801                 | <b>Email:</b>   | kirkd@cowlitz911.org |                  |       |
| TERM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              |                 |                      |                  |       |
| <ul style="list-style-type: none"><li>The initial term of this Order begins on the Order Effective Date and continues until May 21<sup>st</sup>, 2028</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                              |                 |                      |                  |       |
| SOFTWARE PURCHASED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                              |                 |                      |                  |       |
| <ul style="list-style-type: none"><li>Standard offering of Aurelian, inclusive of all call routing and call automation services.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                              |                 |                      |                  |       |
| FEES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              |                 |                      |                  |       |
| <ul style="list-style-type: none"><li>Customer’s use of the Services under this Order will be subject to the following fees:<br/><b>Year 1:</b> \$64,000, due upon the Order Effective Date.<br/><b>Year 2:</b> \$80,000, due 12 months after the initial payment.<br/><b>Year 3:</b> \$80,000, due 24 months after the initial payment.<br/>The total fees for the Initial Term of three years amount to <b>\$224,000</b>. Fees include implementation, support, and CAD integration services (excluding any charges your CAD provider may apply). The contract may be canceled with 30 days’ notice for a pro-rated refund within the first year.</li></ul> |                              |                 |                      |                  |       |
| USAGE LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                              |                 |                      |                  |       |
| <ul style="list-style-type: none"><li>The Customer shall not permit any other affiliates, subsidiaries, agencies, or parties to access or use the Services under this Order. Any changes to the list of authorized sub agencies must be mutually agreed upon in writing.</li></ul>                                                                                                                                                                                                                                                                                                                                                                            |                              |                 |                      |                  |       |

This Order is governed by, and subject to, the MSA. This Order may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. //

**Cowlitz 911 Public Authority**

**NEEDL, INC.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Request for Sole Source or Special Market Condition Purchase

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                 |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Requester:</b><br><b>Jerry Jensen</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                           | <b>Department/Division:</b><br><b>Vendor Manager</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                 |  |
| <b>Requested Supplier:</b><br><b>Aurelian</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | <b>Estimated Cost:</b><br><b>\$64,000</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Type of Request:</b><br><input checked="" type="checkbox"/> Sole Source<br><input type="checkbox"/> Special Market Condition |  |
| <b>Subject: Purchase of Aurelian NON-EMERGENCY Call automation software solution -</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                 |  |
| <b>This is a sole source* or special market condition** purchase because (check all that apply):</b><br><br><input type="checkbox"/> <b>Licensed or patented</b> – provider has a license or patent that makes them the sole provider.<br><input type="checkbox"/> <b>One-of-a-kind</b> – there are no competitive alternatives available on the market.<br><input checked="" type="checkbox"/> <b>Sole Distributor</b> – provider is the sole distributor for the region or municipality<br><input checked="" type="checkbox"/> <b>Compatibility</b> – sole provider of items compatible with existing equipment, inventory, system, or programs<br><input type="checkbox"/> <b>Replacement part</b> – for a specific brand or existing equipment.<br><input type="checkbox"/> <b>Warranty</b> – sole provider of factory authorized warranty service.<br><input checked="" type="checkbox"/> <b>Unique design</b> – must meet physical design or quality standards.<br><input checked="" type="checkbox"/> <b>Special market</b> - provider is a holder of used or limited stock items that would represent good value and is advantageous to Cowlitz 911 as a special market condition purchase<br><br><small>*Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost-effective feature or requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.<br/>**Special market condition purchases are an exception to competitive bidding requirements under RCW 36.32.270 and RCW 39.04.280, and County policy, and can include the purchase of used equipment or products, in lieu of competitive bid-and-purchase of new equipment or products, which both fulfill the needs of Cowlitz 911 and result in cost-savings and special benefit. A 'special market condition' usually arises from the transitory nature of used or limited stock items quickly coming on/off the market, and often from a single seller.</small> |  |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                 |  |
| <b>Describe the proposed goods or services.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                           | <b>Aurelian is a “purpose-built” software designed to automate most NON-Emergency calls for service. Specifically calls that don’t require direct interaction with a 911 dispatcher. Aurelian uses conversational and generative AI to assess the urgency of the call and appropriateness for the call to be processed by AI or handed off for human intervention. The software interacts with the caller, obtains necessary information, generates a call for service and can follow up with the caller both during and post phone call.</b> |                                                                                                                                 |  |



|                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>What are the specific <u>necessary</u> features that this supplier provides that are not available from other suppliers?</b>   | <ul style="list-style-type: none"><li>• Purpose built for public safety use</li><li>• Integration with our CAD without need for expensive CAD interface</li><li>• Easy to edit by our staff</li><li>• Customizable to our needs and workflows</li><li>• Recognizes, translates and interacts with multiple languages and can convert back to English</li><li>• Easy immediate access to call transcripts and recording of original call</li><li>• Easy to provide feedback for vendor case review</li><li>• Vendor monitoring of feedback for potential call path adjustments</li><li>• Uses GIS data to confirm call location</li></ul> |
| <b>Discuss how similar goods or services are unable to meet the required objective.</b>                                           | <ul style="list-style-type: none"><li>• Vendors Require lengthy and expensive interfaces to be built requiring CAD vendor assistance</li><li>• Don't Automatically recognize foreign languages</li><li>• Lower percentage of calls diverted to AI</li><li>• Less customization to match agency preference</li><li>• Recordings and transcript require signing into another portal for access or review</li><li>• Longer implementation and training</li><li>• No clients in Washington</li><li>• Did not have strong GIS/Geo Validation process</li></ul>                                                                                |
| <b>Describe your efforts to identify other potential sources.</b>                                                                 | <p>We met with two other agencies in Washington who are currently using Aurelian ( MACC911 and Snohomish Co. 911). Both agencies made sole source purchases of Aurelian software, based on their research and assessment of deliverables. We contacted two other vendors with advertised AI call processing software. (Versaterm and Viiz Viital). Neither company met Cowlitz 911 needs as described above.</p>                                                                                                                                                                                                                         |
| <b>Provide any other facts supporting the use of a non-competitive process.</b>                                                   | <ul style="list-style-type: none"><li>• Aurelian provides an abbreviated implementation timetable without support from CAD vendor.</li><li>• Auto Language detection, interpretation and English conversion</li><li>• Easily customizable to Cowlitz 911 needs</li><li>• High degree of AI call processing</li></ul>                                                                                                                                                                                                                                                                                                                     |
| <b>For a special market condition purchase, describe why this is the best value for the County and the steps taken to verify.</b> | <p>Aurelian offers a reduced first year purchase price as well as a cancellable contract with a 30-day notice with a pro-rated refund during the first term.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

**Is this a one-time procurement?**

☐ Yes

☒ No\*

**\*If an ongoing sole source procurement is required, attach an estimate that shows total annualized expenditures for each year.**

**Requester's Statement of Need:**

My recommendation for sole source or special market condition purchase is based upon the objective review of the product/service required and appears to be in the best interest of Cowlitz 911. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising actions have taken place. Neither has my personal familiarity with brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers.

I hereby certify that this justification is accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Requester Signature:

It is hereby RESOLVED that use of a sole provider or a special market purchase is approved in conjunction with the approval of any associated agreement or invoice on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Chair of the Board, Robert Huhta

\_\_\_\_\_  
Cowlitz 911 Executive Director, Darr Kirk

**Attest:**

APPROVED AS TO FORM:

\_\_\_\_\_  
Briana Harvill, Clerk of the Board

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





## Cowlitz 911 Agenda Summary Sheet

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

**Introduced by:** Justin Stennick

**Date:** May 21<sup>st</sup>, 2025

**For Agenda of:** May 21<sup>st</sup>, 2025

**SUBJECT TITLE:** Radio Stabilization Day Wireless Contract

**ATTACHMENTS:**

Day Wireless Proposal 7.0

Day Wireless Contract for Services

**SUMMARY STATEMENT:**

As part of the continued radio stabilization project, Day Wireless has provided a proposal for radio system upgrades as requested by Cowlitz 911. This proposal addresses the upgrades and replacements of outdated equipment that is currently causing system failures.

The contract with Day Wireless reflects the negotiations between Cowlitz 911 and Day Wireless that will utilize a previously awarded contract between Day Wireless and Lewis County. This has been conducted through a signed ILA between Lewis County and Cowlitz 911 as part of a cooperative purchase agreement between the two entities.

The contract for services will include materials and installation costs to perform the necessary system improvements identified in the proposal from Day Wireless dated April 2, 2025, version 7.0 for a total cost of \$1,121,991.78 including the anticipated Cowlitz Public Works radio upgrades.

**RECOMMENDED ACTION:**

Motion to approve the contract for services with Day Wireless.

---

**Cost of Agenda Item:** \$1,121,991.78

**Appropriation Required:** \$1,121,991.78

---

2790 Ocean Beach Hwy  
Longview, WA 98632

**COWLITZ 911**  
**Police • Fire • Medical**



Phone: 360-762-6806  
[www.Cowlitz911.org](http://www.Cowlitz911.org)

## **CONTRACT FOR PROFESSIONAL SERVICES**

**Contractor: Day Wireless Systems**

**Project: Simulcast Radio Stabilization Project**

**Contract Period: May 21, 2025 to May 21, 2026**

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## CONTRACT FOR PURCHASE OF SERVICES

### I. NOTICE TO CONTRACTORS

#### A. PARTIES

This is a contract between Cowlitz 911, located in the State of Washington, hereinafter referred to as "Cowlitz 911", and Day Management Corporation dba Day Wireless Systems (UEI DLD3TZDSFMDS), of 6430 SE Lake Road, Milwaukie, OR 97222, hereinafter referred to as "Contractor".

The Contractor Is a:

(To be completed by Contractor and copy of Contractor's W9 shall be given to Cowlitz 911)

- ☒ Corporation.
- ☐ General Partnership
- ☐ Limited Liability Company
- ☐ LLP
- ☐ Sole Proprietor
- ☐ Unincorporated Association
- ☐ Other: \_\_\_\_\_

#### B. SCOPE OF SERVICES AND PROJECT MILESTONES

The contractor is responsible for the delivery of all equipment and services as outlined In **Section II: SCOPE OF WORK** and based on their accepted proposal, schedule and timeline attached as Exhibits to this agreement. Cowlitz 911 may request alterations to the Scope of Work's equipment and services on an as needed basis, and upon execution of a mutually approved Change Order with the Contractor, the Scope of Work shall be amended.

##### Scope of Services and Specifications

While the scope described presumes the direct performance by the chosen Contractor, work may also be performed by a subcontractor to the firm. In such a case, the proposal should state so, along with the subcontractor(s)' supporting qualifications to provide such services. In the event the work is performed by a subcontractor to the firm, then the firm shall be responsible for subcontracting with them, as well as for reviewing the work product of such subcontractor(s) for quality and completeness. All services must comply with local law and permit conditions as well as applicable federal, state, and local statutory, regulatory, recording, reporting, and other requirements.

- I. Cowlitz 911 will accept only turnkey solution proposals addressing all project systems, subsystems, and components.

- II. Contractor must acknowledge a requirement and obligation to coordinate planning and implementation activities with other vendors and/or Cowlitz 911 tech teams when required. All work to be performed shall be scheduled and coordinated with Cowlitz 911 tech team and any outages are to be planned in advance.
- III. No technology will be accepted from any vendor that is less (a) within 5 years of end of life or (b) any technology that has already been cancelled.
- IV. Project shall not accept systems or equipment that will no longer be supported for software, spare parts, and repair by the manufacturer within no less than 10 years of system acceptance. Equipment support timeline must be provided by the equipment vendor to Cowlitz 911.
- V. As defined in the RFP response, Cowlitz 911 is responsible for the FCC licensing for the new LMR radio system.
- VI. Warranty shall be honored even if Cowlitz 911 employees have provided maintenance and repairs. No equipment will be accepted if ANY warranty is void merely in the event that a properly trained employee provides any service or maintenance per provided training requirement listed in scope of work section.
- VII. All invoices shall include manufacturer and model information of each component. Vague descriptions of equipment and components will not be accepted and will be cause for disqualification.

#### **Scope of Work**

The following criteria must be met and included in the scope of work of any submitted proposal and must comply with any and all project specifications provided herein.

- I. Contractor will be expected to provide ALL services in house or through qualified subcontractors and submit a turnkey proposal.
- II. Proposed equipment vendor information and equipment specific model numbers.
- III. All equipment shall meet or exceed the minimum standards provided by Cowlitz 911 technical staff.
- IV. Labor to be performed shall be compliant with prevailing wage requirements and contractor shall be in compliance of prevailing wage standards.
- V. Provide training to Cowlitz 911 employees for any new equipment as well as necessary software for programming and monitoring. Any cost for training and software is to be included in approved Contract pricing.

#### **Minimum Equipment Standards**

Cowlitz 911 tech team has compiled minimum standards for equipment to be included in any

proposal. If these basic requirements contained herein are not met Cowlitz 911 has the right to reject any proposal not meeting the standards.

### **Warranty Period**

Contractor will provide at least a 90-day warranty period for system performance. Any costs associated with system alignment or correction of reported issues shall be covered by contractor to ensure system performance according to design. It shall be understood that the contractor is providing a designed system and it shall meet the expected standards. It shall also be understood that at the time of project acceptance there may be outlying performance issues that may not be seen during testing phase of the project and may need to be addressed post project acceptance.

### **Workmanship**

The contractor will be expected to provide at least a 1-year warranty on workmanship. This is to include any cabling, connectors, mounting, grounding, and any additional parts installed by contractor. Any work to correct a failed component due to improper installation that contributes to system failure installed by contractor and shall be covered at no cost to Cowlitz 911.

### **Progress Reports**

To ensure timely completion of the project, Contractor shall provide Cowlitz 911 with regular project reports at the following Intervals:

- General progress report shall be submitted monthly no later than the 10<sup>th</sup> of the month; and
- with any Invoice submitted to Cowlitz 911.

### **Project Acceptance**

#### **Project Acceptance Criteria**

- **A formal Acceptance Test Plan (ATP) will be developed jointly by Day Wireless System and Cowlitz 911 Communications. The ATP will include a checklist of items to test and will be prepared by a representative of Cowlitz 911 and Contractor, who shall conduct the testing together. Upon completion of the ATP an approval by Cowlitz 911, the system will be considered accepted, and a project completion certificate will be signed at project closeout.**
  - o Contractor shall provide a closeout package consisting of:
    - Acceptance Test Plan (ATP) - signed by Cowlitz 911 and Contractor
    - Equipment list by site, including all relevant support documentation
    - Photograph package consisting of as-built photographs per site
  - o Upon acceptance of ATP and project completion certificate, Cowlitz 911 shall issue a letter of completion to the Contractor closing the project. All final Invoices shall

be remitted to Cowlitz 911 no later than 60 days after the date of this letter.

**C. TERM AND EFFECTIVE DATE**

This contract shall become effective upon execution by both parties (in case of Cowlitz 911, by the Board of Cowlitz 911 Commissioners on behalf of Cowlitz 911). However, in no event shall work commence before execution by Cowlitz 911. The term of this contract shall be from **May 21, 2025 until May 21, 2026**.

**D. ENTIRE AGREEMENT**

This contract for purchase of services, including all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract"), is the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

**E. ASSIGNABILITY /SUBCONTRACTING**

Contractor shall not assign or subcontract any interest or obligation under this contract without Cowlitz 911's prior written approval. All the services required hereunder will be performed by the Contractor and employees of the Contractor unless a valid assignment or subcontract in compliance with this paragraph exists.

**F. DESIGNATED REPRESENTATIVE**

1. Contractor designates Justin Sterrett, Director of Government Sales, [jsterrett@daywirefess.com](mailto:jsterrett@daywirefess.com), (509) 209-3073, as contract agent with primary responsibility for the performance of this contract. In case this contract agent is replaced by another for any reason, the Contractor will designate another contract agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set for in Section L, Notices.
2. In the event of the death, disability, removal or resignation of the person designated above as the contract agent, the Contractor will designate another suitable contract agent within seven (7) calendar days.

**G. EXECUTION AND PROGRESS**

1. Services under this agreement shall commence upon written order from Cowlitz 911 to the Contractor. This order will constitute authorization to proceed.
2. The Contractor shall complete the services under this agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when Cowlitz 911 notifies the Contractor in writing that the services are complete and are acceptable to Cowlitz 911 in Cowlitz 911's sole discretion based on all Project Acceptance Criteria as outlined in Section B of this agreement. The time for

completion shall not be extended because of any delay attributable to the Contractor but may be extended by Cowlitz 911 in the event of a delay attributable to Cowlitz 911, or extraordinary circumstances beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of delay caused by an unexpected event, or because of a delay attributable to Cowlitz 911, the Contractor shall notify Cowlitz 911 as soon as possible, but not later than seven (7) calendar days after such an event. Such a notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.

3. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
4. The Contractor shall notify Cowlitz 911 in writing when the Contractor has determined that it believes that the services under this agreement have been completed. When Cowlitz 911 determines that the services are complete and are acceptable according to the ATP, Cowlitz 911 will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

#### **H. AMENDMENT**

This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this contract *may* only be made by a written amendment, signed by the duly authorized agent or agents of the parties to execute this contract.

#### **I. NO WAIVER**

No failure to exercise and no delay in exercising any right, power, or remedy hereunder on the part of Cowlitz 911 or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No expressed waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by Cowlitz 911 or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

#### **J. NON-DISCRIMINATION**

In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment regardless of age, ancestry, arrest and conviction record, color, creed, disability, genetic testing, honest testing, marital status, membership in the National Guard, State Defense Force or any reserve component of the military forces of the United States or this state, national origin, pregnancy or childbirth, race, religion, sex (including sexual harassment), sexual orientation, and use or nonuse of lawful products off of the employer's premises during nonworking hours.



#### **K. SEVERABILITY**

It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

#### **L. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING**

It is agreed that the Contractor is an independent Contractor and not an employee of Cowlitz 911, and that any persons who the Contractor utilizes and provides services under this contract are employees of the Contractor and/or its subcontractors and are not employees of Cowlitz 911. Contractor has the right to direct and control Contractor's own activities in providing the agreed work or services.

Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives, if any. No subcontractor, employee, agent, or representative of Contractor, if any, shall be or deemed to be or act or purport to act as an employee, agent, or representative of Cowlitz 911.

Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, Cowlitz 911, state, or federal law which is not or may during the term of this agreement be enacted as to all contractor's employees, agents, or representatives, and as to all Contractor's duties, activities, and requirements in performance of the work on under this agreement. Contractor shall at all times maintain such unemployment insurance and workers' compensation Insurance as may be required by applicable law in full force and effect for all of its members principals and employees who may, from time to time, perform work or services pursuant to this agreement.

Contractors assumes full responsibility to ensure that all its employees, agents, representatives, and subcontractors, if any, who perform work or provide services under this agreement are eligible to work according to all applicable state and federal laws and regulations.

Contractor shall provide its taxpayer Identification number (or social security number) to Cowlitz 911, prior to payment. The Contractor is informed that as an Independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed they/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

The following events shall be reported as soon as possible, upon the occurrence thereof (and in

any event within five business days of the occurrence thereof, if possible,) to Cowlitz 911:

- (a) The inclusion of the Contractor or sub-Contractor, or any employee, officer or other official of any of the foregoing, on any State or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any State or federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility, or responsibility of such person.
- (c) Contractor must notify Cowlitz 911 in the event of a project change and/or modification that impacts the objectives in their application.

#### **M. NOTICES**

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties listed below:

For COWLITZ 911:

Cowlitz 911 Communications  
2790 Ocean Beach Hwy  
Longview, WA 98632

For the CONTRACTOR

Day Management Corporation  
dba Day Wireless Systems  
6430 SE Lake Road  
Milwaukie, OR 97222

#### **N. THIRD PARTY RIGHTS**

This contract is intended to be solely between the two parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

#### **O. AUDIT AND RETAINING OF DOCUMENTS**

Subject to any applicable laws and regulations (including SEC regulations) which may prohibit Contractor, as a subsidiary of a Nasdaq traded company, from publishing such information before it becomes public knowledge, the Contractor agrees to provide all reports requested by Cowlitz 911 including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract, any other reports or documents shall be provided within five (5) working days after the Contractor

receives Cowlitz 911's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of service under the terms of this contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by Cowlitz 911 or Its designee.

## **P. APPLICABLE LAW**

The Contractor shall become familiar with and shall always comply with and observe all federal, Washington state, and/or local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

A. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in Cowlitz County, Washington.

B. Contractor agrees to comply with the requirements of section 603 of the Secure 2.0 Act, the Treasury's regulations Implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Contract.

C. Federal regulations applicable to this award Include, without limitation, the following:

- i. EXHIBIT A to this agreement, 2 C.F.R. Part 200 Appendix II requirements
- ii. Uniform Administrative Requirements. Cost Principles. and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following:
  - (1) Subpart A, Acronyms and Definitions;
  - (2) Subpart B, General Provisions;
  - (3) Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
  - (4) Subpart D, Post-Federal Award Requirements;
  - (5) Subpart E, Cost Principles; and
  - (6) Subpart F, Audit Requirements. *(Single audit not required Iffor-profit subrecipient or Contractor)*
- iii. Universal identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth In Appendix A to 2 C.F.R. Part 25 Is hereby incorporated by reference.
- iv. OMB (Office of Management and Budget) Guidelines to Agencies on

Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described In 2 C.F.R. Part 180, subpart B) that the award Is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth In 2C,F.R. Part 200, Appendix XII to Part 200 is hereby Incorporated by reference.

vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655} and implementing regulations.

D. Generally applicable federal environmental laws and regulations.

E. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's Implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or Instrumentalities or agencies thereto;

vi. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.

**F. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (2 CFR 183)**

- I. The Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received under this Contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Contractor must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted sources pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.
- II. The Federal awarding agency has the authority to terminate or void this Contract, in whole or in part, If the Federal awarding agency becomes aware that the Contractor failed to exercise due diligence as required by paragraph A of this clause of If the Federal awarding agency becomes aware that any funds received under this Contract have been provided directly or indirectly to a person or entity who Is actively opposing coalition forces involved In a contingency operation In which members of the Armed Forces are actively engaged In hostilities.
- III. In addition to any other existing examination-of-records authority, the Federal Government Is authorized to examine any records of the Contractor and Its Subcontracts to the extent necessary to ensure that funds, including supplies and services, available under this Contract are not provided, directly or indirectly, to a person or entity that is actively engaged in hostilities.
- IV. The Contract must Include the substance of this clause, including paragraph, In subcontracting agreements that have an estimated value over \$50,000 and will be performed outside the United States, Including Its outlying areas.

**Q. CONFLICT OF INTEREST**

1. Contractor understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Contractor and subrecipients must disclose in writing any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112,
2. Entering into this Contract with Cowlitz 911 requires that the Contractor agree to abide by certain provisions of the Cowlitz 911 Employee Code of Ethics or other applicable Cowlitz 911 Policies, including those relating to conflicts of Interest and the employment of current or former Cowlitz 911 employees.
3. The Contractor warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.

4. The Contractor shall not employ or contract with any person currently employed by Cowlitz 911 for any services Included under the provisions of this Agreement.

## **R. COMPENSATION**

It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed \$1,121,991.78, inclusive of any applicable sales tax, unless Cowlitz 911 requests a Change Order or scope of work change that is approved by both parties in writing.

## **S. BASIS FOR PAYMENT**

### **1. GENERAL**

- 1) Cowlitz 911 will pay the Contractor for the completed and accepted services rendered under this contract on the basis and at the contract price set forth in Section R of this contract.
- 2) The Contractor shall submit Invoices to Cowlitz 911 with fully itemized details, broken down by site, and with an updated Progress Report. Cowlitz 911 will pay the Contractor following approved Project Report as outlined in Section B. The final Invoice shall be submitted to Cowlitz 911 within sixty (60) days of completion of services under this Agreement.
- 3) Payment shall not be construed as Cowlitz 911 acceptance of unsatisfactory or defective services or improper materials.
- 4) Final payment of any balance due the Contractor will be made upon acceptance by Cowlitz 911 of the equipment and services under the Agreement and upon receipt by Cowlitz 911 of documents required to be returned or to be furnished by the Contractor under this Agreement. Cowlitz 911 will remit payment with terms of Net 30 following acceptance of the equipment and services and receipt of documents to be returned or furnished by Contractor.
- 5) Cowlitz 911 has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount Cowlitz 911 determines the Contractor owes Cowlitz 911, whether arising under this Agreement or under any other Agreement or otherwise.
- 6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section H, AMENDMENT.
- 7) Cowlitz 911 will not compensate for unsatisfactory performance by the Contractor, unless otherwise agreed in writing by the parties or is resolved in some other matter.

## 2. PAYMENT TERMS

Cowlitz 911 agrees to make payments to the Contractor based on the following milestone schedule:

- **Signing of Contract:** Upon execution of this Agreement, Cowlitz 911 shall make an initial payment equal to ten percent (10%) of the total contract value.
- **Equipment Received:** Cowlitz 911 agrees to pay up to fifty percent (50%) of the total contract value based on the documented reception of equipment at the designated "ship-to" location. This payment milestone is contingent upon:
  - Contractor to provide documentation of the inventory received,
  - A signed inventory report verifying receipt and accuracy of equipment, and
  - Confirmation and written agreement by Cowlitz 911 of all received items.
- **Installation Progress:** Cowlitz 911 shall make monthly progress payments based on the documented percentage of installation completed. Monthly Invoices will reflect installation progress up to a cumulative amount of thirty percent (30%) of the contract value.
  - Contractor shall provide detailed reports on installation progress for each site by the end of each billing period.
  - Both Cowlitz 911 and Contractor shall review and mutually agree on the work completed, with any disputes over progress resolved in good faith prior to invoicing. A representative from each party shall sign off on the verified progress report to confirm mutual agreement.
- **Final Acceptance:** Upon Cowlitz 911's final acceptance and approval of all Installed equipment, the remaining ten percent (10%) of the total contract value shall be paid.

## 3. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE

- 1) Written orders regarding the services, including extra services or decreased services, will be given by Cowlitz 911, using the procedure set forth in Section L, NOTICES.
- 2) Cowlitz 911 shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by Cowlitz 911 in writing.

## T. DEFAULT/TERMINATION

1. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unresolved for a period of ten (10) days after written notice thereof to Contractor, Cowlitz 911 may, at its option and in addition to all other rights and remedies which it may have at law or in equity against contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.
2. Notwithstanding paragraph A., above, Cowlitz 911 may in its sole discretion and without any reason, terminate this Agreement at any time by furnishing the Contractor within ten (10) days' written notice of termination. In the event of termination under this subsection, Cowlitz 911 will pay for all work completed by the Contractor and accepted by Cowlitz 911.

## **U. INDEMNIFICATION**

To the fullest extent allowable by law, Contractor hereby agrees to indemnify and shall defend and hold harmless Cowlitz 911, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under Its direction or control or on its behalf in connection with or Incident to the performance of this Agreement regardless If liability without fault is sought to be imposed on Cowlitz 911. Contractor's previously mentioned indemnity and hold harmless agreement shall not be applicable to any liability caused by the fault, negligence, or willful misconduct of Cowlitz 911, its elected and appointed officials, officers, employees or authorized representatives or volunteers of this agreement. In the event of liability for damages caused by or resulting from the concurrent negligence of Contractor and Cowlitz 911, Contractor shall only be responsible to the extent of the Contractor's proportionate share of liability. This Indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against Cowlitz 911, or any of its' directors, officers, employees, or authorized representatives or volunteers by an employee of the Consultant, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity that would otherwise exist as to Cowlitz 911 under this or any other contract. This clause is to be read in conjunction with all other Indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of the indemnified parties except when such interpretation would violate the laws of the state in which the job site Is located.



Contractor shall reimburse Cowlitz 911, its elected and appointed officials, officers, employees, or authorized representatives or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Cowlitz 911, or any of its elected and appointed officials, officers, employees or authorized representatives or volunteers.

## **V. INSURANCE**

### **INSURANCE REQUIREMENTS**

(Professional)

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

The Contractor will insure, and will require each sub Contractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Sub Contractor to commence work on its Subcontract, until the Insurance required below has been obtained and corresponding certificate(s) of Insurance have been approved by Cowlitz 911.

#### **Commercial General Liability**

Provide a Commercial General Liability Insurance Policy, including grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract Activity but no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Additionally, the Contractor is responsible for ensuring that any sub Contractors provide adequate insurance coverage for the activities arising out of subcontracts.

#### **Automobile Liability**

In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage,

#### **Worker's Compensation**

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by applicable State law for all Contractor's employees to be engaged at the site of the project under this project and in case of any such work sublet, the Contractor shall require the sub Contractor similarly to provide Worker's Compensation Insurance for all the Contractor's or sub Contractor's workers which are covered under the Contractor's Worker's Compensation Insurance, in case any class of employee engaged in work on the project under this contract is not protected under a Worker's Compensation Statute, the Contractor shall provide and shall cause each Contractor or sub Contractor to provide Employer's Insurance in an amount of not less than \$500,000.

### **Professional Liability**

Contractor shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, limits of liability shall be \$1,000,000 per claim and \$2,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Contractor must maintain this policy for a period of one (1) year after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, approval. The Contractor shall provide Cowlitz 911 with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to Cowlitz 911's representative upon execution of the Contract, or sooner, for approval by Cowlitz 911. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to Cowlitz 911 for approval.

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by Cowlitz 911. The Contractor and/or Insurer shall give Cowlitz 911 thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

### **W. OWNERSHIP OF CONTRACT PRODUCT**

Any and all Intellectual Property Rights related to the equipment/software/services are and shall remain at all times the exclusive property of Contractor or, as the case may be, its vendors and/or licensors.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this contract are the sole property of Cowlitz 911. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this contract, without the prior written permission of Cowlitz 911. The grant or denial of such permission shall be at Cowlitz 911's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by Cowlitz 911, whether as author (as a Work Made for Hire), or by assignment from Contractor to Cowlitz 911. The parties expressly agree that the Documents shall be considered a Work Made for Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for Cowlitz 911 entering into this contract, the Contractor hereby assigns to Cowlitz 911 all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure *any* renewals, reissues and extensions of any such copyright in any foreign country. Cowlitz 911 shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by Cowlitz 911, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to Cowlitz 911. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of Cowlitz 911 before commencing work.

#### **X. PUBLIC RECORD LAW COMPLIANCE**

It is the intention of Cowlitz 911 to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

1. The parties acknowledge that Cowlitz 911 is a municipal corporation legally bound to comply with Ch. 42.56 RCW. It is further agreed that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/Contractor herein shall produce copies of all materials, gathered or produced or modified pursuant to this Contract to Cowlitz 911, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit.
2. Any Public Records Law request received directly by a Contractor related to this Contract with Cowlitz 911 shall immediately be reported to Cowlitz 911. The Contractor shall assist Cowlitz 911 in timely and fully fulfilling all of Cowlitz 911's obligations under the Washington Public Records Act and/or any other authority by timely and fully responding and providing documents and records in response to Cowlitz 911's request for the same. In the event that Contractor fails to fully fulfill its obligations pursuant to this section and should a court impose a fine, penalty, sanction, and/or judgment against Cowlitz 911 for violation of said law, Contractor shall indemnify Cowlitz 911 for the same, immediately pay Cowlitz 911 to satisfy the same together with all costs and attorney's fees incurred by Cowlitz 911. The obligations created by this section shall survive the termination of this agreement.
3. The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment.
4. If any litigation, claim or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

#### **Y. LIVING WAGE (Applicable to contracts exceeding \$5,000)**

Unless exempt, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than minimum hourly wage. Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries, the schedule prevailing wage rates for the locality or localities of the work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

In addition, the Contractor shall file weekly certified payroll records with the Department of Labor and Industries, as required by RCW 39.12.120

#### **Z. IT NETWORK CONNECTION POLICY**

If this Contract includes services such as software support, software maintenance, network services, system development services and/or will require a network connection to Cowlitz 911 network, is hereby incorporated and made a part of this contract and Contractor agrees to comply with Cowlitz 911's Technology Policy and Procedures.

#### **AA. AUTHORITY**

Contractor represents that it has the authority to enter into this contract. If the Contractor is not an individual, the person signing on behalf of the contractor represents and warrants that he/she has been duly authorized to bind the Contractor and sign this contract on the Contractor's behalf.

#### **AB. COUNTERPARTS, CONTRACT DELIVERY**

This contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Executed copies of the originally signed contract must be delivered or mailed to Cowlitz 911 Clerk's

Office. Copies of the contract exchanged by facsimile, electronic scanned copy or similar technology shall not be considered a valid signed contract.

#### **AC. TIME IS OF THE ESSENCE**

Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this

agreement.

**AD. INTERPRETATION OF THIS AGREEMENT**

This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

This Agreement constitutes the entire agreement of the Parties on all these subjects. This Agreement may not be modified, interpreted, waived, or revoked orally, but only by a writing signed by both Parties. This Agreement supersedes and replaces all prior agreements, discussions, and representations on all these subjects, any and all of which are merged into and superseded by this Agreement. No Party is entering into this Agreement in reliance upon any oral or written promises, inducements, representations, understandings, interpretations, or agreements, other than those contained in this Agreement.

**AE. SURVIVAL OF CONTRACT,**

This Contract shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive.

**AF. SEVERABILITY**

If any provision of this Contract is found to be invalid or contrary to law or public policy or is declared null and void by a court of competent Jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Cowlitz 911, Washington.

COWLITZ 911, a municipal government

Day Management Corp dba Day Wireless  
Systems

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By:

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By: Lane Falkner

Title:

Title: CEO

Date:

Date:

## II. SCOPE OF WORK

The Scope of Work shall include, but not necessarily be limited to, the work described herein.

### **Overview**

Cowlitz 911 Communications is developing a complete replacement of the aging radio communications system. This project is intended to design, install, and complete a public safety grade radio communications system.

All phases of this project will be required to meet minimum standards that have been identified by Cowlitz 911 tech team to meet their requirements. These requirements will include engineering, design, installation, testing, and completion of a public safety grade radio communications system.

The Contractor submitted a response to the proposal request that will serve as the initial scope of work for this project. This proposal and all subsequent updates will be attached to this Contract as an Exhibit and are incorporated into this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

Throughout this project there will be a need to maintain quality control and management of cost and expenses. The selected service provider **will** be expected to ensure that all applicable federal, state and local laws and regulations are followed. The project will require the Contractor to work closely with Cowlitz 911 and other relevant partners staff and the general public throughout the project.

It is anticipated that the Publics Works portion of the quoted radio stabilization project may not receive final approval by the signing and execution of this contract. It is, however, understood and agreed by both parties that this pending approval shall not hinder the signing and execution of all other aspects of the contract. Once approval has been obtained the contractor will be notified in writing to proceed with the Public Works portion of the radio stabilization project. Motorola is aware this could result in a separate or later purchase of equipment to fulfill the "Public Works" (Roads) portion of the quoted work. The anticipated approval for the Public Works portion is June 14<sup>th</sup>, 2025.

### **III. EXHIBITS**

All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

#### **A. Day Wireless Systems Final Narrative Proposal Final Design**



# 911 RADIO STABILIZATION PROJECT

April 2, 2025

## OFFER FOR SALE

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COWLITZ 911 PUBLIC AUTHORITY

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## EXHIBIT A

Presented by:

**Jason Kester**

Wireless Systems Sales Representative

Day Wireless Systems

1195 Columbia Blvd

Longview WA 98632

(503) 310-1401

[JKester@daywireless.com](mailto:JKester@daywireless.com)



[www.daywireless.com](http://www.daywireless.com)

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## EXECUTIVE SUMMARY

We are proposing a comprehensive solution for the Cowlitz 911 Public Authority 911 Radio Stabilization Project to enhance and modernize your analog conventional VHF simulcast system. Rather than having to fully replace your existing radio system, Cowlitz 911 Public Authority has the ability to upgrade the software on your 51 Gen2 GTR8000 repeaters and integrating nine (9) single channel GRV8000 comparators. This upgrade will transition your current T1 connectivity to a more reliable and efficient IP-based system. This will be accomplished by software upgrades to the GTR8000 repeaters. Also included in this proposal are 27 new GTR8000 repeaters to replace obsolete equipment for radio stabilization.

This upgrade will support IP-based connectivity, replacing the outdated T1 lines. These devices select the best available signal, ensuring clear and consistent communication. Shifting from T1 lines to IP connectivity will modernize your communication infrastructure, providing faster data transmission and improved network reliability.

Advantages include:

- **Enhanced Reliability:** Upgrading to IP-based connectivity reduces the risk of communication failures, ensuring first responders have dependable communication channels during emergencies.
- **Improved Audio Quality:** The GRV8000 comparators enhance signal clarity, resulting in clearer transmissions and reducing the likelihood of miscommunication.
- **Cost-Effective Upgrade:** By updating existing equipment rather than investing in an entirely new system, we provide a budget-friendly solution that meets the current financial needs of Cowlitz 911 Public Authority.
- **Future-Proof Infrastructure:** Transitioning to IP connectivity positions your communication network for future technological advancements, making it easier to adopt new features and improvements down the line.
- **Reduced Maintenance Costs:** Modern IP networks are easier to maintain and troubleshoot, potentially lowering operational expenses over time.

By implementing this solution, Cowlitz 911 Public Authority will significantly enhance its emergency communication capabilities, ensuring that emergency services can operate more effectively and safely. This upgrade not only meets current needs but also sets the foundation for future improvements, providing long-term value to the county and its residents.

## SYSTEM DESCRIPTION

### SOLUTION OVERVIEW

The proposed solution for Cowlitz 911 Public Authority consists of the following:

- Nine (9) Securesync GPS Timing
- Nine (9) Single Channel GRV 8000 Comparators
  - Eight (8) Astro System Release 2022.1
  - One (1) for The Roads Department
- 51 G-Series Software Upgrade for existing GTR8000 Repeaters
- 27 New GTR8000 Repeaters (6 for The Roads Department)
- 12 New GPW8000 Receivers

The proposed system would be installed, optimized, and tested by certified radio frequency technicians from the Day Wireless Longview office. As one of the largest Wireless Services Specialists in the Western United States, we are uniquely positioned and highly qualified to handle all aspects of this project, including but not limited to: system design, configuration and installation, and ongoing maintenance and support.

| QTY           | Description                                         | Unit Price  | Price       |
|---------------|-----------------------------------------------------|-------------|-------------|
| <b>RAINER</b> |                                                     |             |             |
| <b>8</b>      | GTR8000 FIRMWARE UPGRADES                           |             |             |
|               | ADD: FALL BACK IN MULTISITE CABINET REPEAT          | \$600.00    | \$4,800.00  |
|               | ADD: ANALOG ONLY TO ANALOG IP VOTING--SIMUL UPGRADE | \$3,850.00  | \$30,800.00 |
| <b>1</b>      | GTR8000 NEW                                         |             |             |
|               | ADD: ASTRO SYSTEM RELEASE 2022.1                    | \$0.00      | \$0.00      |
|               | ADD: VHF (136-174 MHZ)                              | \$6,300.00  | \$6,300.00  |
|               | ADD: ANALOG CONV IP VOTING--SIMUL                   | \$13,050.00 | \$13,050.00 |
|               | ADD: POWER EFFICIENCY PACKAGE                       | \$500.00    | \$500.00    |
|               | ADD: ANALOG CONV SIMULCAST SW                       | \$0.00      | \$0.00      |

|          |                       |                                                        |            |             |
|----------|-----------------------|--------------------------------------------------------|------------|-------------|
|          |                       | ADD: POWER CABLE, DC                                   | \$0.00     | \$0.00      |
|          |                       | ADD: RACK MOUNT HARDWARE                               | \$50.00    | \$50.00     |
|          |                       | ADD: FALL BACK IN MULTISITE<br>CABINET REPEAT          | \$600.00   | \$600.00    |
| <b>8</b> | GRV8000 COMPARATOR    |                                                        |            |             |
|          |                       | GRV 8000 COMPARATOR                                    | \$3,000.00 | \$24,000.00 |
|          |                       | ADD: ASTRO SYSTEM RELEASE 2022.1                       | \$0.00     | \$0.00      |
|          |                       | ADD: COMPARATOR                                        | \$2,500.00 | \$20,000.00 |
|          |                       | ADD: POWER EFFICIENCY PACKAGE                          | \$500.00   | \$4,000.00  |
|          |                       | ADD: POWER CABLE, DC                                   | \$0.00     | \$0.00      |
|          |                       | ADD: ANALOG CONV ONLY SW                               | \$4,500.00 | \$36,000.00 |
|          |                       | ADD: ANALOG CONV SIMULCAST SW                          | \$3,000.00 | \$24,000.00 |
|          |                       | ADD: RACK MOUNT HARDWARE                               | \$50.00    | \$400.00    |
| <b>1</b> | SECURESYNC GPS TIMING |                                                        |            |             |
|          |                       | SECURESYNC MODEL 2406-613                              | \$7,823.08 | \$7,823.08  |
|          |                       | SECURESYNC PROGRAMMABLE TTL<br>OUTPUT OPTION CARD      | \$1,800.00 | \$1,800.00  |
|          |                       | 2 SECURESYNC HOT SWAP 24/48 VDC<br>POWER SUPPLY MODULE | \$2,464.62 | \$2,464.62  |
|          |                       | SECURESYNC 5 MHZ OUT OPTION<br>CARD                    | \$1,246.16 | \$1,246.16  |
|          |                       | GNSS OUTDOOR ANTENNA                                   | \$456.93   | \$456.93    |
|          |                       | GPS ANTENNA SURGE PROTECTOR                            | \$470.77   | \$470.77    |
|          | LABOR                 |                                                        |            | \$83,655.00 |
|          | ENGINEERING           |                                                        |            | \$1,400.00  |
|          | PROJECT MANAGEMENT    |                                                        |            | \$29,062.50 |
|          | OPP SUPPLIES          |                                                        |            | \$5,800.77  |
|          | FREIGHT               |                                                        |            | \$1,240.00  |

| ABERNATHY   |                           |             |             |
|-------------|---------------------------|-------------|-------------|
| 6           | GTR8000 FIRMWARE UPGRADES | \$4,450.00  | \$26,700.00 |
| 1           | GTR8000 NEW               | \$20,500.00 | \$20,500.00 |
| 1           | SECURESYNC GPS TIMING     | \$14,261.56 | \$14,261.56 |
|             | LABOR                     |             | \$5,590.00  |
| SIGNAL PEAK |                           |             |             |
| 6           | GTR8000 FIRMWARE UPGRADES | \$4,450.00  | \$26,700.00 |
| 1           | GTR8000 NEW               | \$20,500.00 | \$20,500.00 |
| 1           | SECURESYNC GPS TIMING     | \$14,261.56 | \$14,261.56 |
|             | LABOR                     |             | \$5,590.00  |
| COLDWATER   |                           |             |             |
| 6           | GTR8000 FIRMWARE UPGRADES | \$4,450.00  | \$26,700.00 |
| 1           | GTR8000 NEW               | \$20,500.00 | \$20,500.00 |
| 1           | SECURESYNC GPS TIMING     | \$14,261.56 | \$14,261.56 |
|             | LABOR                     |             | \$5,590.00  |
| DAVIS       |                           |             |             |
| 6           | GTR8000 FIRMWARE UPGRADES | \$4,450.00  | \$26,700.00 |
| 1           | GTR8000 NEW               | \$20,500.00 | \$20,500.00 |
| 1           | SECURESYNC GPS TIMING     | \$14,261.56 | \$14,261.56 |
|             | LABOR                     |             | \$5,590.00  |
| SPEELYAI    |                           |             |             |
| 6           | GTR8000 FIRMWARE UPGRADES | \$4,450.00  | \$26,700.00 |
| 1           | GTR8000 NEW               | \$20,500.00 | \$20,500.00 |
| 1           | SECURESYNC GPS TIMING     | \$14,261.56 | \$14,261.56 |
|             | LABOR                     |             | \$5,590.00  |

| COLUMBIA HEIGHTS S |                           |             |              |
|--------------------|---------------------------|-------------|--------------|
| 8                  | GTR8000 FIRMWARE UPGRADES | \$4,450.00  | \$35,600.00  |
| 1                  | GTR8000 NEW               | \$20,500.00 | \$20,500.00  |
| 1                  | SECURESYNC GPS TIMING     | \$14,261.56 | \$14,261.56  |
|                    | LABOR                     |             | \$5,590.00   |
| HALL OF JUSTICE    |                           |             |              |
| 4                  | GTR8000 FIRMWARE UPGRADES | \$4,450.00  | \$17,800.00  |
| 1                  | GTR8000 NEW               | \$20,500.00 | \$20,500.00  |
| 5                  | GTR8000 BACKUP            | \$20,500.00 | \$102,500.00 |
| 1                  | SECURESYNC GPS TIMING     | \$14,261.56 | \$14,261.56  |
|                    | LABOR                     |             | \$5,590.00   |
| WOODLAND           |                           |             |              |
| 2                  | GTR8000 NEW               | \$20,500.00 | \$41,000.00  |
|                    | LABOR                     |             | \$5,590.00   |
| GREEN MOUNTAIN     |                           |             |              |
| 1                  | GTR8000 NEW               | \$20,500.00 | \$20,500.00  |
|                    | LABOR                     |             | \$5,590.00   |

| CASTLE ROCK |                                        |             |             |
|-------------|----------------------------------------|-------------|-------------|
| 3           | GPW 8000 RECEIVER                      | \$1,000.00  | \$3,000.00  |
|             | ADD: ASTRO SYSTEM RELEASE 2022.1       | \$0.00      | \$0.00      |
|             | ADD: QTY 2 GPW 8000 RECEIVER           | \$800.00    | \$2,400.00  |
|             | 2 ADD: VHF (136-174 MHZ)               | \$6,400.00  | \$19,200.00 |
|             | 2 ADD: RX ANALOG CONV IP VOTING--SIMUL | \$3,000.00  | \$9,000.00  |
|             | ADD: POWER EFFICIENCY PACKAGE          | \$500.00    | \$1,500.00  |
|             | ADD: POWER CABLE, DC                   | \$0.00      | \$0.00      |
|             | ADD: RACK MOUNT HARDWARE               | \$50.00     | \$150.00    |
|             | LABOR                                  |             | \$5,590.00  |
| ST JOHNS    |                                        |             |             |
| 1           | GTR8000 FIRMWARE UPGRADES              | \$4,450.00  | \$4,450.00  |
| 1           | SECURESYNC GPS TIMING                  | \$14,261.56 | \$14,261.56 |
|             | LABOR                                  |             | \$5,590.00  |
| MT SOLO     |                                        |             |             |
| 4           | GPW8000 RECIEVER                       | \$11,750.00 | \$47,000.00 |
|             | LABOR                                  |             | \$5,590.00  |
| STATION 22  |                                        |             |             |
| 4           | GPW8000 RECIEVER                       | \$11,750.00 | \$47,000.00 |
|             | LABOR                                  |             | \$5,590.00  |
| COMM CENTER |                                        |             |             |
| 1           | GTR8000 NEW                            | \$20,500.00 | \$20,500.00 |
| 4           | GTR8000 BACKUP                         | \$20,500.00 | \$82,000.00 |
|             | LABOR                                  |             | \$5,590.00  |

| KELSO ADMIN          |                    |             |             |
|----------------------|--------------------|-------------|-------------|
| 1                    | GPW8000 RECIEVER   | \$11,750.00 | \$11,750.00 |
|                      | LABOR              |             | \$5,590.00  |
| PUBLIC WORKS (ROADS) |                    |             |             |
| RAINER               |                    |             |             |
| 1                    | GTR8000 NEW        | \$20,500.00 | \$20,500.00 |
| 1                    | GRV8000 COMPARATOR | \$13,550.00 | \$13,550.00 |
|                      | LABOR              |             | \$3,955.71  |
|                      | PROJECT MANAGEMENT |             | \$1,937.50  |
|                      | OPP SUPPLIES       |             | \$386.72    |
|                      | FREIGHT            |             | \$250.00    |
| ABERNATHY            |                    |             |             |
| 1                    | GTR8000 NEW        | \$20,500.00 | \$20,500.00 |
|                      | LABOR              |             | \$1,977.86  |
| SIGNAL PEAK          |                    |             |             |
| 1                    | GTR8000 NEW        | \$20,500.00 | \$20,500.00 |
|                      | LABOR              |             | \$1,977.86  |
| DAVIS                |                    |             |             |
| 1                    | GTR8000 NEW        | \$20,500.00 | \$20,500.00 |
|                      | LABOR              |             | \$1,977.86  |
| SPEELYAI             |                    |             |             |
| 1                    | GTR8000 NEW        | \$20,500.00 | \$20,500.00 |
|                      | LABOR              |             | \$1,977.86  |
| COUMBIA HEIGHTS S    |                    |             |             |
| 1                    | GTR8000 NEW        | \$20,500.00 | \$20,500.00 |
|                      | LABOR              |             | \$1,977.86  |



## SYSTEM ELEMENTS

### GRV 8000 COMPARATOR

For conventional configurations, the GRV 8000 compares and analyzes the received transmission arriving from multiple sites to create a high-quality composite message. The comparator synchronizes the outbound transmissions of sites to ensure optimal timing of each broadcast.



The GRV 8000 compares multiple received message streams on a frame-by-frame basis. The best frames are compiled into a new, high-quality message that will be transmitted for others to hear. Support for geographic redundancy with automatic failure detection and switching provides improved reliability in mission-critical systems.

Front access to hot-swap modules makes servicing the GRV 8000 hardware quick and easy. Software configuration and upgrades can be done locally or remotely. Remote access to fault management data minimizes downtime and site visits.

### GTR 8000 BASE RADIO

The conventional GTR 8000 Base Radio provides the interface between mobile/subscriber radios that access the system on the APCO 25 FDMA Common Air Interface and the rest of the ASTRO® 25 Conventional system. It can transmit and receive over the air in the 700/800 MHz, UHF R1, UHF R2, and VHF frequency bands. The GTR 8000 Base Radio transmits using configurable Compatible 4-level Frequency Modulation (C4FM) or Linear Simulcast Modulation (LSM) and receives Compatible 4-level Frequency Modulation (C4FM) for traffic channel communications. It can also operate in Analog FM modulation.



The IP interface is used to carry payload information to-from a CCGW when the GTR 8000 is deployed as a single station/repeater or receiver in a non-voting topology. It is also used to carry payload information to/from a GCM 8000 Comparator when the GTR 8000 Base Radio is deployed in a voting, multicast, or simulcast topology.

## GPW8000 CONVENTIONAL RECEIVER

The conventional GPW 8000 Receiver is based on the same hardware platform as the Conventional GTR 8000 Base Radio. The GPW 8000 Receiver supports the 700 MHz, 800 MHz, UHF, and VHF frequency bands and receive Compatible 4-level Frequency Modulation (C4FM) for traffic channel communications.

The GPW 8000 Receiver is supported in the same topologies, site types, and hardware configurations as the conventional GTR 8000 Base Radio and supports both an IP infrastructure interface for ASTRO® 25 7.x conventional and trunked systems, V.24 infrastructure interface for existing ASTRO® 25 3.1 conventional systems, and Analog 4 wire interface for existing Analog conventional systems.



## SECURESYNC MODEL 2406-613

The SecureSync 2400-time sync server is built on a highly configurable platform to offer precisely what you need at the lowest cost of ownership.

Greater resiliency in the SecureSync master clock is available through a multi-layered approach that can leverage anti-jam antennas, Safran's complete Interference Detection and Mitigation (IDM) suite, time error minimization with high performance internal oscillators for holdover and phase noise, and onboard clocks that can sync to many external references.



SecureSync is the key enabler of a highly available time and frequency synchronization distribution architecture. It adapts to demanding infrastructure environments, with extended temperature support (-20°C to +65 °C). Time distribution to legacy systems can be achieved with a range of synchronization signals, while timing protocols (NTP, PTP) are available for synchronizing of recent systems through the networks. Configure to your needs with the ability to extend the number of option cards up to six per unit, and alternative signals including LEO PNT are available.

## SCOPE OF WORK

### DAY WIRELESS RESPONSIBILITIES

Day Wireless will perform the following specific tasks in support of this project:

- Name a project manager and project team
- Conduct kick-off meeting with all project participants
- Complete statement of work and schedule
- Complete final design and get client approval
- Conduct final design review
- Process site usage agreements, where applicable
- Finalize equipment list
- Order and receive equipment
- Local staging and optimizing in our Portland office
- Program hardware to system design
- Standard installation is Monday to Friday, 8 am to 5 pm unless otherwise required
- Program, tune, and align subscribers
- Finalize system optimization
- Remove debris and leave facilities in clean condition
- Provide as-built documentation and equipment manuals
- Conduct acceptance testing and complete acceptance certificate
- Start warranty period

## COWLITZ 911 PUBLIC AUTHORITY RESPONSIBILITIES

The following is needed from Cowlitz 911 Public Authority to enable Day Wireless to complete the above tasks:

- Single point of contact for coordination
- Planning meeting with local Cowlitz 911 Public Authority operations team
- Local facilities ready for system deployment
- Timely, organized access to all facilities to maintain project schedule
- Necessary power and connectivity at installation sites

## ASSUMPTIONS

- Pricing is based on agreement between Cowlitz 911 Public Authority and Day Wireless for project schedule. For projects that greatly exceed agreed-upon schedule, Day Wireless may issue a change order to cover increased administrative and project management costs.
- Work is Prevailing Wage (PVW) and reflects rates as of 2/12/2025.
- Where existing equipment is to be re-used, it is assumed to be in good working condition
- No changes in coverage and no coverage guarantees implied in this proposal including network backhaul connectivity.

## SCHEDULE

Final schedule will be prepared by the respective project managers upon award and final design. Some scheduling elements are beyond the control of Day Wireless, including but not limited to: facility access, FCC license, site or facility permits, equipment delivery, and bad weather.

## ACCEPTANCE TEST PLAN (ATP)

A formal Acceptance Test Plan will be completed upon award. A checklist of items to test will be prepared and a representative from the customer and Day Wireless will conduct the test together. Upon completion of the ATP, the system will be considered accepted, and a project completion certificate will be signed.

Unless otherwise negotiated, the proposed ATP will consist of the following.

- Test mobile and portable radio functions to agreed-upon configuration.
- Test for radio connectivity with an audio check between each talk group.

**SYSTEM PRICING**

Please note that pricing listed below includes estimated taxes. Final tax rates will be calculated at the time of purchase.

| <b>Cowlitz 911 Public Authority Two-Way Radio System Upgrade</b> |                        |
|------------------------------------------------------------------|------------------------|
| <b>Description</b>                                               | <b>Total</b>           |
| Equipment & Shipping                                             | \$1,042,244.81         |
| Professional Services & Project Management                       | \$197,967.50           |
| <b>SUBTOTAL</b>                                                  | <b>\$1,240,212.31</b>  |
| <i>Lewis County Discount</i>                                     | <i>(-\$316,254.14)</i> |
| <b>SUBTOTAL</b>                                                  | <b>\$923,958.17</b>    |
| TAX (8.1%)                                                       | \$74,840.61            |
| <b>TOTAL</b>                                                     | <b>\$998,798.78</b>    |

| <b>Cowlitz County Public Works Two-Way Radio System Upgrade</b> |                       |
|-----------------------------------------------------------------|-----------------------|
| <b>Description</b>                                              | <b>Total</b>          |
| Equipment & Shipping                                            | \$137,186.72          |
| Professional Services & Project Management                      | \$15,782.51           |
| <b>SUBTOTAL</b>                                                 | <b>\$152,969.23</b>   |
| <i>Lewis County Discount</i>                                    | <i>(-\$39,007.15)</i> |
| <b>SUBTOTAL</b>                                                 | <b>\$113,962.08</b>   |
| TAX (8.1%)                                                      | \$9,230.93            |
| <b>TOTAL</b>                                                    | <b>\$123,193.00</b>   |

**This proposal is based on Lewis County Contract Pricing**

Motorola Solutions will use commercially reasonable efforts to provide replacement parts for Motorola manufactured fixed infrastructure equipment exclusive of third-party IT equipment (e.g. servers, PCs) until 2034. Motorola reserves the right to supply either assemblies or piece parts.

## CONTRACTING INFORMATION

All contracting documents should be issued to:

Day Management Corporation DBA Day Wireless Systems  
6430 SE Lake Rd.  
Milwaukie, OR 97222 USA

Contracts and related communication should be sent electronically to [contracts@daywireless.com](mailto:contracts@daywireless.com) and reference Proposal #2151-24325 for quickest assistance. A credit application and formal contract will be required for projects over \$50,000.

## TERMS AND CONDITIONS

Unless otherwise negotiated, the following shall apply: Payment terms shall be Net 30. We accept check or funds transfer. Payments will be for services as performed with monthly progress billing beginning with the receipt of ordered equipment by Day Wireless.

Work will begin upon receipt of a countersigned agreement referencing this document with its Statement of Work and Financial Detail. Any additional expenses will be reviewed with the customer prior to being incurred. Please refer to the Change Order Process below.

This quote will expire 90 days from the proposal date. The customer shall notify Day Wireless of any concerns in writing within 10 business days of project completion.

## CHANGE ORDER PROCESS

The Scope of Work may be changed at any time by following this change order process. This procedure will be used by Cowlitz 911 Public Authority and Day Wireless to control change including modifications to previously approved requirements or project deliverables.

A Project Change Order must describe the change; the rationale for the change and the effect the change will have on the project schedule and budget. The Project Manager of either party will prepare the proposed change and review with the Project Manager of the other party and secure mutual approval in writing. If funding is needed to determine the change, the Project Managers will make that determination and Cowlitz 911 Public Authority will issue a purchase order for the agreed upon amount. If the final Change Order is to be implemented, a Change Order form, as applicable, must be signed by both parties to authorize implementation of the changes.

## PROFILE OF FIRM

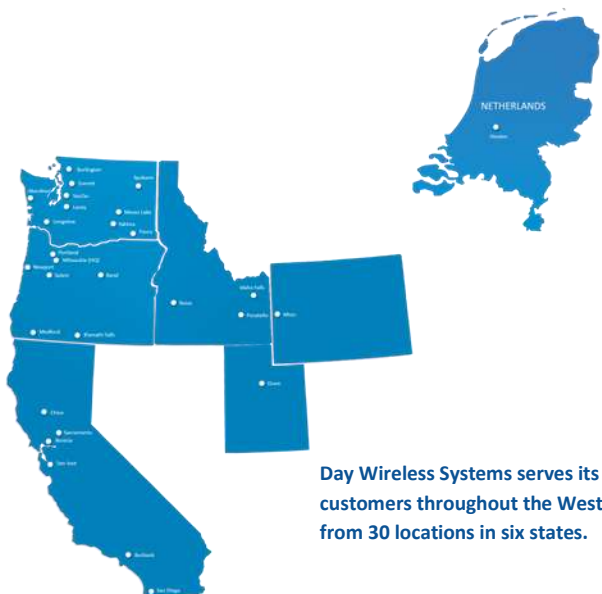
Day Wireless Systems, a DBA of Day Management Corporation, is a premier provider of wireless solutions for voice, data, and video. The company designs, installs, and supports systems for government, public safety, healthcare, commercial, and education customers.

Founded in 1969, the company is based in the Portland, Oregon, area and now operates from 30 locations in six Western States. We have more than 400 employees including nearly 300 technical staff made up of engineers, senior technicians, and skilled installers. The company is privately held and led by third generation family members. Day Wireless Systems is affiliated with Reliance Connects, a provider of telephone, cable, and Internet services with operations in Oregon and Nevada.

Day Wireless Systems is one of the largest wireless service organizations in the country and a major provider of the leading brands in wireless system applications. We are one of the largest wireless integrators in the Western United States.



Day Wireless Systems headquarters



When you call Day Wireless, you get answers. Whether you are seeking a Motorola Two-Way Radio System or need solutions for your complex communication challenge, we can help. Dedicated to service excellence and technical innovation, the experts at Day Wireless Systems are ready to solve problems.

Our average employee has been with us over eight years, so you can be confident we have the know-how and ability to solve your toughest challenges. We know that culture matters and proudly trace our company heritage over one hundred years to the founding of Estacada Telephone in 1905, and Day Wireless since 1969.



## LONGVIEW REGIONAL OFFICE

Serving the Southwest Washington area is the Longview regional office of Day Wireless.

1195 Columbia Blvd  
Longview WA 98632  
Phone: 360-423-3690

*This modern and professional office provides service bays, system staging area, technician workstations, inventory storage, equipment and accessories, and a client conference room.*

The Longview service center holds the highest technical service status awarded by Motorola – Service Elite Specialist. We must adhere to this rigorous standard of technical and customer service to maintain the highest levels of Motorola systems certification.



The Day Wireless Longview office adheres to the business practices of the Electronics Technician Association (ETA) for high standards of technical ability, business operations, ethics, safety and customer service. It means clean, organized, and professional technical spaces and service vehicles.



We have two ETA certified customer service representatives – FSM Chris Laperle, the Service Manager, and Lisa Braaten – on staff in Longview.

The ETA group is widely respected for its quality initiatives throughout the electronics industry worldwide. You can learn more at [www.eta-i.org](http://www.eta-i.org).

## CONTRACT AGREEMENT

This Contract is entered into, by and between Day Management Corporation, dba Day Wireless Systems, hereinafter referred to as the **CONTRACTOR**, and Cowlitz 911 Public Authority hereinafter referred to as the **CUSTOMER**. CONTRACTOR shall provide to CUSTOMER the products and services described in the section below titled Statement of Work (the "Work"), on the schedule outlined herein. The following provisions shall comprise this Contract:

### 1. Effective Date

This Contract is effective on the date that it is fully executed. The Contract shall expire, unless otherwise terminated or extended, twelve (12) calendar months after execution.

### 2. Statement of Work

- a. CONTRACTOR shall build an upgraded radio system for the Radio Stabilization Project, as attached hereinto as **Exhibit A**.
- b. By entering into this Contract Agreement, CUSTOMER represents to CONTRACTOR that it is financially sound and is able to cover all stated fees as outlined in **Exhibit A**. By entering into this Contract Agreement CONTRACTOR represents to the CUSTOMER that it can perform all the work as outlined in **Exhibit A**.
- c. CUSTOMER shall provide all required final drawings, specifications and other documents as required, whether in hard copy or electronic form, that are necessary in completion of the work as outlined in **Exhibit A**.

### 3. Price and Payment

- a. The CUSTOMER agrees to compensate CONTRACTOR for performance of the Work as stated in **Exhibit A**. The total sum however is subject to increase or decrease as may be mutually agreed to by the CONTRACTOR and the CUSTOMER by a change order to the Contract.
- b. Based upon applications for payment submitted to the CUSTOMER by the CONTRACTOR, the CUSTOMER shall make monthly "progress" payments, within thirty (30) days of the receipt of the invoice. Progress payments will begin with receipt of equipment. Progress payments are further described in **Exhibit A** as required. CUSTOMER certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.
- c. CUSTOMER agrees that all amounts due for Products purchased from CONTRACTOR are payable at 6430 SE Lake Road, Milwaukie OR 97222 or at such other place as CONTRACTOR may designate in writing. Payment shall be made in thirty (30) days after the date of invoice for each Product or Service rendered unless otherwise stated in this Contract.
- d. If paying by card, the processing fee will be charged up to 3.5% of the transaction

### 4. Independent Contractor

CONTRACTOR is engaged hereby as an independent CONTRACTOR and will at all times be so deemed for purposes of the Contract. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to CUSTOMER employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance,

overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except insofar as benefits are otherwise required by law.

## **5. Insurance**

The CONTRACTOR shall procure and maintain in effect during the term of this Contract, insurance coverage and bonds with an insurance company or companies as required by the CUSTOMER and described below:

- a. Automobile Liability: minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability: shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and \$2,000,000 products - completed operations aggregate limit.
- c. Builders Risk: shall be written in the amount of the completed value of the project with no coinsurance provisions.
- d. Industrial Insurance Coverage: The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract. Customer will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the Contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify Customer and guarantee payment of such amounts.

## **6. Performance of Work**

The CONTRACTOR further warrants that the Work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to all applicable professional standards. The CONTRACTOR warrants that all packaging and packing supplied will be in accordance with good commercial practice.

## **7. Right to Change**

The CONTRACTOR and the CUSTOMER reserve the right to order changes to the materials and services outlined herein. The CONTRACTOR and the CUSTOMER shall determine a fair and equitable cost and if required additional time for such changes. All such changes shall be ordered in writing and agreed to by the CONTRACTOR and the CUSTOMER in writing.

## **8. Confidentiality**

The CONTRACTOR shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. The CONTRACTOR warrants that its employees assigned to this Contract shall maintain necessary confidentiality.

## **9. Safety and Incident Prevention**

- a. CONTRACTOR shall execute the Work under this contract such that all parts of Work are adequately braced during installation and construction to resist wind, snow and other

loads. CONTRACTOR shall be responsible for safe completion of the Project unless otherwise specified in **Exhibit A**. Such equipment and procedures shall comply with all applicable OSHA and other applicable codes and regulations.

- b. CONTRACTOR shall notify CUSTOMER's personnel, upon arrival to the Project site, and at any time while working on site, of any known or discovered safety hazards at the Project, and the precautions such personnel should take to avoid the hazards.
- c. CONTRACTOR certifies to the CUSTOMER that CONTRACT has an extensive safety and accident prevention program and can provide proof and OSHA related incident information upon request.

#### **10. Delivery, Title and Security**

Unless otherwise stated in the Agreement, all deliveries will be sent to CONTRACTOR shipping facility(ies)/service shops and title and risk of loss to Products sold shall pass to CUSTOMER at the point of installation of equipment and/or sign off on equipment receipt at CUSTOMER facility(ies). Shipping or delivery dates are at best estimates only. CONTRACTOR reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Delivery delay or default of any installment shall not relieve CUSTOMER of its obligation to accept and pay for remaining deliveries. Claims for shipment shortage shall be deemed waived unless presented to CONTRACTOR in writing within thirty (30) days of delivery of each shipment.

#### **11. Default and Remedies**

Should CUSTOMER fail to make any payment to CONTRACTOR according to the terms contained in the Agreement when or before due, time being the essence thereof, or to perform any other provision of the Agreement, or if any representation or warranty made by CUSTOMER herein turns out to have been false when made, CUSTOMER shall be in default hereunder. Upon CUSTOMER's default, all unpaid amounts shall, at CONTRACTOR's option, become immediately due and payable, and CONTRACTOR shall have all other rights allowed by law and equity, including without limitation, all rights under the applicable Uniform Commercial Code. All CONTRACTOR remedies shall be cumulative and can be exercised separately or concurrently.

#### **12. Excusable Delay/ Force Majeure**

In addition to other limitations on liability set forth in the Agreement CONTRACTOR shall not be liable for any delay or failure to perform due to any cause beyond its control. Causes include, but are not limited to, strikes, Force Majeure, acts of the CUSTOMER, interruptions of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier, or delays in FCC frequency or other related authorizations or license grant. In the event CONTRACTOR is unable to wholly or partially perform because of any cause beyond its control, CONTRACTOR may terminate the Agreement without any liability to CUSTOMER.

#### **13. Cancellation**

CUSTOMER may, by written notice to CONTRACTOR within fifteen (15) days of receipt of the Products, request return of Products that are unopened and new condition, in which event CUSTOMER shall pay CONTRACTOR twenty (20%) percent of the total price for all Products listed in the Agreement as a restocking and administrative charge and not as a penalty.

#### **14. Guarantee**

CONTRACTOR agrees to guarantee and warranty its work against all defects of materials or workmanship for a period of one (1) year from the date of completion of the Contract and final acceptance by the CUSTOMER of the work performed hereunder. CONTRACTOR shall remove, replace and /or repair at its own expense and at the convenience of the CUSTOMER any workmanship, materials and equipment furnished hereunder with respect to which any defect shall appear, and any equipment furnished hereunder which shall fail to develop ratings, capacities or characteristics required by this Contract.

#### **15. Non-Solicitation of Employees**

During the period of the performance of this agreement and for a period of eighteen (18) months after, CUSTOMER and its representatives shall not directly or indirectly solicit any employee of the CONTRACTOR to become an employee, independent CONTRACTOR or consultant of the CONTRACTOR. CONTRACTOR and its representatives also agree not to suggest indirectly or directly to any employee of the CUSTOMER that they should reduce or terminate their relationship with the CUSTOMER.

#### **16. Limitations of CONTRACTOR Liability**

- a. CONTRACTOR's total liability arising out of or related to this agreement whether for breach of contract, warranty, CONTRACTOR's negligence, strict liability in tort or otherwise, is limited to the price of the particular products and services sold hereunder with respect to which losses or damages are claimed. CUSTOMER's sole remedy is to request CONTRACTOR, at CONTRACTOR's option, to either refund the purchase price or repair or replace products that are not as warranted. In no event whether for breach of contract, warranty, CONTRACTOR negligence, strict liability in tort or otherwise, will CONTRACTOR be liable for incidental, special or consequential damages, including, but not limited to, frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products, facilities or services, downtime cost or any claim against CUSTOMER by any other party.
- b. It is further understood that CONTRACTOR is not an insurer and that CUSTOMER shall obtain all insurance, if any, that is desired and that CONTRACTOR does not represent or warrant that CONTRACTOR products will avert or prevent occurrences, or the consequences there from, which are monitored, detected or controlled with the use of the Products.
- c. Any and all representations, promises or statements by CONTRACTOR representatives that differ in any way from the terms and conditions of the Agreement and any applicable warranties and licenses incorporated herein shall be given no force or effect. The issuance of information, advice, approvals, instructions or cost projections by CONTRACTOR's personnel or other representatives shall be deemed expressions of personal opinion only and shall not effect CONTRACTOR's and CUSTOMER's rights and obligations hereunder, unless the same is in writing and signed by an officer of CONTRACTOR with the explicit statement that it constitutes an amendment to the Agreement.
- d. As part of this agreement CONTRACTOR has provided CUSTOMER with its equipment warranty and if applicable, its software license and software warranty, which warranties and license, to the extent applicable, are incorporated into and made part of the agreement. These warranties are given in lieu of all other warranties, express or implied, which are specifically excluded,

including, without limitation, implied warranties of merchantability and fitness for a particular purpose. CUSTOMER hereby acknowledges receipt of such warranties and license.

#### **17. Attorney's Fees**

Except as otherwise set forth herein, in the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all reasonable costs, damages, expenses and attorney's fees, incurred by the prevailing party, whether or not such a controversy or claim is litigated or prosecuted to judgment.

Reasonable costs shall include, but are not necessarily limited to, expert witness fees, consultant fees, deposition costs, and any and all such costs and attorney fees incurred in, or relating to, any mediation, arbitration, trial court action, or bankruptcy court action. The prevailing party will be that party who recovers at least 75% of the total amount claimed by the party in the action, or who is required to pay no more than 25% of the total amount claimed by the other party in the action.

#### **18. Notice Address:**

All notices, requests, claims, demands, and other communications hereunder shall be by written notification and shall be delivered to the respective parties at the addresses first written below, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by a nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

#### **CONTRACTOR:**

Day Management Corporation dba Day Wireless Systems  
6430 SE Lake Road  
Milwaukie, OR 97222  
Telephone: (503) 659-1240  
E-mail address: [contracts@daywireless.com](mailto:contracts@daywireless.com)

#### **CUSTOMER:**

Cowlitz 911 Public Authority  
2790 Ocean Beach Hwy  
Longview, WA 98626-3510  
Telephone: (360) 762-6800  
E-mail address: [kirkd@cowlitz911.org](mailto:kirkd@cowlitz911.org)

#### **19. Severability**

The partial or complete invalidity of any one or more provisions of this Subcontract Agreement shall not affect the validity or continuing force and effect of any other provision.

#### **20. Entire Agreement**

This Agreement constitutes the entire Agreement between CUSTOMER and CONTRACTOR, regardless of additional or inconsistent terms and conditions in CUSTOMER's purchase order or other documents submitted to CONTRACTOR. This Agreement may be amended only by written instrument executed by both parties. The parties have not made or relied upon any representations, understanding, or other agreements not specifically set forth in the Agreement. All terms of this Agreement are agreed to be material.

IN WITNESS WHEREOF the parties have executed this Contract, as of the last day and year written below.

**CONTRACTOR**

**Day Management Corp dba Day Wireless  
Systems**

**Date:**

**By:**

**Print:**

**Title:**

**Address:**

Lane Falkner

CEO

6430 SE Lake Road  
Milwaukie, OR 97222

**CUSTOMER**

**Cowlitz 911 Public Authority**

**Date:**

**By:**

**Print:**

**Title:**

**Address:**

2790 Ocean Beach Hwy  
Longview, WA 98626-3510





## Cowlitz 911 Agenda Summary Sheet

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

**Introduced by:** Jessica Weygandt

**Date:** May 21<sup>st</sup>, 2025

**For Agenda of:** May 21<sup>st</sup>, 2025

**SUBJECT TITLE:** Resolution 2025-002 Appointing Investment Officers, and Rescinding Resolution 2023-004

**ATTACHMENTS:**

Resolution 2025-002

**SUMMARY STATEMENT:**

Since we ended our contract with Cowlitz 2 for financial services as of March 31<sup>st</sup>, it is time to update our appointed investment officers. Resolution 2025-002 removes Cowlitz 2 as Investment Officer and adds Budget Finance Manager and/or Executive Director and/or Executive Assistant/HR Admi as individuals allowed to request the movement of funds between accounts on behalf of Cowlitz 911.

**RECOMMENDED ACTION:**

Motion to approve Resolution 2025-002.

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**Cost of Agenda Item:** N/A  
**Appropriation Required:** N/A

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**COWLITZ 911**  
**Police • Fire • Medical**  
**2025-002**

**RESOLUTION APPOINTING INVESTMENT OFFICERS, AND RESCINDING  
RESOLUTION 2023-004**

**WHEREAS**, on March 13, 2018, the Cowlitz County Board of Commissioners adopted Cowlitz County Ordinance 18-014 which created the Cowlitz 911 Public Authority and approved an initial Charter; and,

**WHEREAS**, Cowlitz 911 (the "Authority") is a public corporation organized pursuant to RCW 35.21.730 through 35.21.754; and,

**WHEREAS**, Cowlitz 911 has funds throughout the year which are not immediately used when collected; and,

**WHEREAS**, the Cowlitz 911 Board of Directors understands that the County Treasurer, acting as the Banker pursuant to RCW 36.29.020, can invest money for various terms on behalf of Cowlitz 911, thus allowing unused funds to realize their earning potential; and,

**WHEREAS**, the Cowlitz 911 Board of Directors has in the past appointed the Finance/Admin Specialist and/or the Financial Analyst from Cowlitz 2 Fire and Rescue as the investment officer/s of Cowlitz 911; and,

**WHEREAS**, the Cowlitz 911 Board of Directors from time to time finds it necessary to amend or revise such prior actions due to the changes in law or operations of Cowlitz 911;

**NOW, THEREFORE, BE IT RESOLVED** by the Cowlitz 911 Board of Directors, hereby appoints the Cowlitz 911 Budget Finance Manager including any designated temporary or acting Budget Finance Manager and/or the Cowlitz 911 Executive Director including any designated temporary or acting Executive Director and/or the Cowlitz 911 Executive Assistant/HR Admin including any designated temporary or acting Executive Assistant/HR Admin as Cowlitz 911 Investment Officers;

**ADOPTED**, by the Cowlitz 911 Board of Directors, at a regular open public meeting of such Board on the 21<sup>st</sup> day of May 2025, and becomes effective immediately upon adoption and signature as provided by law.

**COWLITZ 911 BOARD OF DIRECTORS**

\_\_\_\_\_  
Chair of the Board, Robert Huhta

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board, Briana Harvill

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