

# Cowlitz 911 Public Authority Board of Directors

## Meeting Agenda

Wednesday, May 15, 2024 @ 10:00 AM

Hybrid – Cowlitz 911 & Zoom

**1. Call to Order and Introductions:**

- A. Robert (Bob) Gregory, Interim Executive Director
- B. Others, if any.

**2. Approval of Agenda:**

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

**3. Approval of Meeting Minutes:**

- A. April 17, 2024, Minutes
- B. May 2, 2024, Special Meeting Minutes

**Recommended Action:** A motion to approve the meeting minutes of March 20, 2024, and May, 2, 2024.

**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 limit of three minutes. All comments should be directed to the Chair.

**5. Payables:**

The following transactions are presented.

ACCOUNT	TRANSACTION NUMBERS	AMOUNT
Payroll 4/19/2024	498 – 530	\$124,266.28
Payroll 5/3/2024	551 – 583	\$116,275.64
Claims 4/18/2024	490 – 493	\$19,024.43
Claims 4/25/2024	536 – 550	\$28,449.88
Claims 5/9/2-24	586 – 606	<u>\$36,507.70</u>
TOTAL		\$324,523.93

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

**6. Financial Report:**

- A. Financial Report presented.

**7. Resolution 2024-001 Budget Amendment:**

- A. Proposed budget amendment is intended to adjust line items, categories, and amounts.

**Recommended Action:** Motion to adopt Resolution 2024-001 Budget Amendment.

**8. Approval of Callworks Maintenance Agreement:**

- A. Annual Service Agreement (July 24, 2024, through July 23, 2025) for Motorola Solutions Callworks 911 phone system in the amount of \$72,929.42.

**Recommended Action:** Motion to approve the Motorola Solutions Callworks 911 phone system annual maintenance.

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

- A. Law TAC report
- B. Fire TAC report

**10. Renaming authorized signers on all banking and financial accounts:**

- A. Remove Rachael Young (Fair) and John Diamond from all banking and financial accounts. Add Robert Gregory and Jessica Weygandt to all banking and financial accounts.

**Recommended Action:** Motion to remove Rachael Young (Fair) and John Diamond from all banking and financial accounts and add Robert Gregory and Jessica Weygandt to all banking and financial accounts.

**11. Director's Report:**

- A. Staffing Update
- B. Hiring Update
- C. Transition Update

**12. Old Business:**

**13. Executive Session:** RCW 42.30.110(1)(g) Evaluation/Performance of a Public Employee

**14. Motion from Executive Session if needed.**

**15. Closed Session to discuss bargaining with Guild.**

**16. Adjournment:**

# Cowlitz 911 Public Authority Board of Directors

## Meeting Minutes

Wednesday, April 17, 2024, at 10:00  
Hybrid – Cowlitz 911 & Zoom

### Attending:

**Board Members and Alternates:** Bill LeMonds, Brad Thurman, Jim Kelly, Scott Goldstein, Jim Duscha, Alan Headley, Rick Dahl, Darr Kirk, Charlei Worley, Andy Hamilton, Troy Brighbill, Robert Huhta, Jon Dunaway, Erik Halvorson(virtual)

**Staff:** John Diamond, Dannyka Baker, Don Turrentine, Jerry Jensen, Jessica Weygandt

**Guests:** Vic Leatzow, Mike v., Jason Kester

**1. Call to order and introductions:**

Sheriff Thurman introduced new Fire Chief Vic Leatzow and new Longview Interim City Manager Jim Duscha.

**2. Approval of Agenda:**

Motion by Chief Huhta to approve the agenda, seconded by Chief Kelly; all in favor, motion carried.

**3. Approval of meeting minutes:**

Motion by Chief Lemonds to approve the March 20, 2024, minutes as presented, seconded by Manager Hamilton; all in favor, motion carried.

**4. Public Comment:**

Sheriff Thurman opened the floor for public comment; no comments made.

**5. Payables:**

Motion by Chief Kelly to approve payables as presented, seconded by Commissioner Headley; all in favor, motion carried.

**6. Financial Report:**

Budget Finance Manager Jessica Weygandt presented the finance report.

**7. Board Committee Reports**

Law TAC – Chief Deputy Brightbill reported that the Law TAC had met, and conversation centered around radio project and GeoComm project.

Fire TAC – Chief Koreis, same report from Fire.

**8. Guild / Cowlitz 911 Memorandum of Understanding regarding adding the Dispatch Floor Supervisor Classification into the Bargaining Unit.**

Motion by Commissioner Headley to approve the MOU with the Guild for the supervisor positions, seconded by Manager Hamilton; all in favor, motion carried.

**9. AdComm presentation and proposal:**

AdComm principal and owner, Susan Ronning presented the findings report.

The board table the proposal for a rewrite regarding next steps with a focus on more urgent solutions for existing system.

Motion was not made nor seconded.

**10. Director's Report:**

Director Diamond reported 16 dispatchers on the schedule. One more signing off training later this morning. Another progressing well through training. We have seven fulltime and one parttime non-represented staff. Two non-represented staff on extended leave.

We are in the midst of National Telecommunicator week. Dannyka has done a tremendous job recognizing and celebrating the dispatchers.

Calltaker of the year award for day shift was given to Tara Huhta having answered 10,540 calls.

Calltaker of the year award for night shift was given to Anna Laudenschlager having answered 6,099 calls.

Updated board on work with Motorola and our first successful map push since July. Working with Moto and GeoComm for future use and work.

**11. Old Business:**

No old business was discussed.

**12. Executive Session:** RCW 42.30.110(1)(g) Evaluation/Performance of a Public Employee

The executive session began at 11:18 for ten minutes. The executive session was extended from 11:28 for ten minutes. The executive session ended at 11:38. No decisions were made.

**13. Adjournment:**

Meeting was adjourned at 11:40.

# Cowlitz 911 Public Authority Board of Directors

## Special Meeting

## Meeting Minutes

Wednesday, May 2, 2024, at 3:00 pm

Hybrid – Cowlitz 911 & Zoom

### Attending:

**Board Members and Alternates:** Sheriff Thurman, Manager Duscha, Commissioner Dahl, Chief Kirk, Chief Worley, Chief LeMonds, Councilmember Halvorson, Chief Huhta, Chief Dunaway (virtual), Chief Kelly (virtual),  
**Staff:** Executive Director Diamond, Jerry Jensen, Don Turrentine, Jessica Weygandt, Frank Randolph  
**Guests:** Lance Hollandsworth (Cowlitz County IT), Dari Redding (AdComm/virtual), Susan Ronning (AdComm/virtual), Eric Koreis Longview Fire/virtual)

Meeting Called to order at 3:04 pm

1. Consideration of the Phase 2(a) proposal from ADCOMM Engineering LLC as part of the Cowlitz Radio Project.  
Recommended Action: Motion to approve AdComm Engineering Amendment (Phase 2a)  
Chief Huhta made a motion to approve AdComm Engineering Amendment (Phase 2a) in the amount of \$117,900 with future approvals of procurement. Chief Kirk seconded; all in favor, the motion carried.
2. Amended Item – Diamond report on Motorola Summit Conference  
John Diamond and Jerry Jensen attended the Motorola Summit Conference in Dallas, TX.  
Had two meetings with Motorola executives and management to discuss implementation failures and current status. The response was good. Motorola is putting together a team to work closely with Cowlitz County to make us whole. Next meeting is scheduled for Tuesday May 7, 2024.
3. Executive Session:  
Evaluate the qualifications of an applicant for public employment or to review the performance of a public employee pursuant to RCW 42.30.110(1)(g)  
Executive Session began at 3:27 pm  
Board came out of Executive Session at 3:42 pm  
Back in open session at 3:43 pm
4. Manager Duscha made a motion to have Frank Randolph (Staff Council) and Sheriff Thurman (Board Chair), work to enter into an agreement with Robert Gregory as Interim Executive Director. Councilmember Halvorson seconded the motion. All in favor; motion carried.
5. Meeting adjourned at 3:45 pm.

# CHECK REGISTER

Cowlitz 911

Time: 08:19:28 Date: 05/09/2024

04/19/2024 To: 04/19/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
522	04/19/2024	Payroll	1	EFT	COWLITZ COUNTY TREASURER'S OFFICE (IRS)	20,057.97	941 Deposit for Pay Cycle 04/19/2024
517	04/19/2024	Payroll	1	13030		3,721.65	
523	04/19/2024	Payroll	1	13031	KAISER PERMANENTE MEMBERSHIP ADMIN	3,863.53	Pay Cycle(s) 04/19/2024 To 04/19/2024 - MEDICAL-KAISER
524	04/19/2024	Payroll	1	13032	WASHINGTON STATE DEPT OF RETIREMENT	14,067.91	Pay Cycle(s) 04/19/2024 To 04/19/2024 - PERS2; Pay Cycle(s) 04/19/2024 To 04/19/2024 - PERS3
525	04/19/2024	Payroll	1	13033	WCIF	12,651.70	Pay Cycle(s) 04/19/2024 To 04/19/2024 - MEDICAL-WCIF; Pay Cycle(s) 04/19/2024 To 04/19/2024 - LIFE INS BUYUP; Pay Cycle(s) 04/19/2024 To 04/19/2024 - AD-D BUYUP
498	04/19/2024	Payroll	2	EFT		2,041.50	
499	04/19/2024	Payroll	2	EFT		876.92	
500	04/19/2024	Payroll	2	EFT		1,725.77	
501	04/19/2024	Payroll	2	EFT		4,068.30	
502	04/19/2024	Payroll	2	EFT		3,471.55	
503	04/19/2024	Payroll	2	EFT		2,281.23	
504	04/19/2024	Payroll	2	EFT		2,274.70	
505	04/19/2024	Payroll	2	EFT		2,342.07	
506	04/19/2024	Payroll	2	EFT		2,050.91	
507	04/19/2024	Payroll	2	EFT		3,195.44	
508	04/19/2024	Payroll	2	EFT		3,239.37	
509	04/19/2024	Payroll	2	EFT		2,823.46	
510	04/19/2024	Payroll	2	EFT		1,517.45	
511	04/19/2024	Payroll	2	EFT		2,609.17	
512	04/19/2024	Payroll	2	EFT		1,669.25	
513	04/19/2024	Payroll	2	EFT		2,462.80	
514	04/19/2024	Payroll	2	EFT		3,262.92	
515	04/19/2024	Payroll	2	EFT		2,345.83	
516	04/19/2024	Payroll	2	EFT		3,410.57	
518	04/19/2024	Payroll	2	EFT		2,345.38	
519	04/19/2024	Payroll	2	EFT		2,258.78	
520	04/19/2024	Payroll	2	EFT		4,399.62	
521	04/19/2024	Payroll	2	EFT		2,226.48	
526	04/19/2024	Payroll	2	EFT	CAPSCO	47.50	Pay Cycle(s) 04/19/2024 To 04/19/2024 - ASSN FEE
527	04/19/2024	Payroll	2	EFT	COWLITZ 911 EMERGENCY SERVICES ASSN	375.00	Pay Cycle(s) 04/19/2024 To 04/19/2024 - UNION DUES; Pay Cycle(s) 04/19/2024 To 04/19/2024 - INITIATION FEE
528	04/19/2024	Payroll	2	EFT	EMPOWER TRUST COMPANY, LCC	2,331.55	Pay Cycle(s) 04/19/2024 To 04/19/2024 - DEF COMP; Pay Cycle(s) 04/19/2024 To 04/19/2024 - DEF COMP- AFTER TAX
529	04/19/2024	Payroll	2	EFT	HRA VEBA	7,725.00	Pay Cycle(s) 04/19/2024 To 04/19/2024 - VEBA
530	04/19/2024	Payroll	2	EFT	REHN AND ASSOCIATES	525.00	Pay Cycle(s) 04/19/2024 To 04/19/2024 - HSA

001 OPERATIONS

124,266.28

**CHECK REGISTER**

Cowlitz 911

Time: 08:19:28 Date: 05/09/2024

04/19/2024 To: 04/19/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						124,266.28	Payroll: 124,266.28

**CERTIFICATION:**

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

\_\_\_\_\_   C2FR   \_\_\_\_\_  
 Brandi Ballinger, Signature                      Agency                      Date

**CERTIFICATION/AUTHORIZATION:**

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

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

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

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

# CHECK REGISTER

Cowlitz 911

Time: 08:21:54 Date: 05/09/2024

05/03/2024 To: 05/03/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
575	05/03/2024	Payroll	1	EFT	COWLITZ COUNTY TREASURER'S OFFICE (IRS)	18,566.25	941 Deposit for Pay Cycle(s) 05/03/2024 - 05/03/2024
570	05/03/2024	Payroll	1	13049		3,242.03	
576	05/03/2024	Payroll	1	13050	KAISER PERMANENTE MEMBERSHIP ADMIN	1,813.13	Pay Cycle(s) 05/03/2024 To 05/03/2024 - MEDICAL-KAISER
577	05/03/2024	Payroll	1	13051	WASHINGTON STATE DEPT OF RETIREMENT	13,328.30	Pay Cycle(s) 05/03/2024 To 05/03/2024 - PERS2; Pay Cycle(s) 05/03/2024 To 05/03/2024 - PERS3
578	05/03/2024	Payroll	1	13052	WCIF	12,158.26	Pay Cycle(s) 05/03/2024 To 05/03/2024 - MEDICAL-WCIF; Pay Cycle(s) 05/03/2024 To 05/03/2024 - LIFE INS BUYUP; Pay Cycle(s) 05/03/2024 To 05/03/2024 - AD-D BUYUP
551	05/03/2024	Payroll	2	EFT		2,041.50	
552	05/03/2024	Payroll	2	EFT		1,353.51	
553	05/03/2024	Payroll	2	EFT		1,722.13	
554	05/03/2024	Payroll	2	EFT		4,354.47	
555	05/03/2024	Payroll	2	EFT		2,975.87	
556	05/03/2024	Payroll	2	EFT		2,047.23	
557	05/03/2024	Payroll	2	EFT		2,275.50	
558	05/03/2024	Payroll	2	EFT		1,968.79	
559	05/03/2024	Payroll	2	EFT		1,999.81	
560	05/03/2024	Payroll	2	EFT		3,152.44	
561	05/03/2024	Payroll	2	EFT		2,804.43	
562	05/03/2024	Payroll	2	EFT		2,244.06	
563	05/03/2024	Payroll	2	EFT		2,043.40	
564	05/03/2024	Payroll	2	EFT		2,170.55	
565	05/03/2024	Payroll	2	EFT		1,670.45	
566	05/03/2024	Payroll	2	EFT		2,178.29	
567	05/03/2024	Payroll	2	EFT		2,902.28	
568	05/03/2024	Payroll	2	EFT		2,266.41	
569	05/03/2024	Payroll	2	EFT		3,068.58	
571	05/03/2024	Payroll	2	EFT		2,347.90	
572	05/03/2024	Payroll	2	EFT		2,115.96	
573	05/03/2024	Payroll	2	EFT		4,401.68	
574	05/03/2024	Payroll	2	EFT		2,227.68	
579	05/03/2024	Payroll	2	EFT	CAPSCO	47.50	Pay Cycle(s) 05/03/2024 To 05/03/2024 - ASSN FEE
580	05/03/2024	Payroll	2	EFT	COWLITZ 911 EMERGENCY SERVICES ASSN	375.00	Pay Cycle(s) 05/03/2024 To 05/03/2024 - UNION DUES; Pay Cycle(s) 05/03/2024 To 05/03/2024 - INITIATION FEE
581	05/03/2024	Payroll	2	EFT	EMPOWER TRUST COMPANY, LCC	2,162.25	Pay Cycle(s) 05/03/2024 To 05/03/2024 - DEF COMP; Pay Cycle(s) 05/03/2024 To 05/03/2024 - DEF COMP- AFTER TAX
582	05/03/2024	Payroll	2	EFT	HRA VEBA	7,725.00	Pay Cycle(s) 05/03/2024 To 05/03/2024 - VEBA
583	05/03/2024	Payroll	2	EFT	REHN AND ASSOCIATES	525.00	Pay Cycle(s) 05/03/2024 To 05/03/2024 - HSA

001 OPERATIONS

116,275.64

116,275.64 Payroll: 116,275.64



**CHECK REGISTER**

Cowlitz 911

Time: 08:21:54 Date: 05/09/2024

05/03/2024 To: 05/03/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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**CERTIFICATION:**

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

	C2FR	
Brandi Ballinger, Signature	Agency	Date

**CERTIFICATION/AUTHORIZATION:**

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

Budget Finance Manager, Signature	Date

Executive Director, Signature	Date

Board Chair, Signature	Date

# CHECK REGISTER

Cowlitz 911

Time: 08:23:07 Date: 05/09/2024

04/18/2024 To: 04/18/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
490	04/18/2024	Claims	1	13022	COLUMBIA RIVER PUD	691.21	ACCT# 64779 0324; ACCT# 64779 0424
491	04/18/2024	Claims	1	13023	LOWE'S	1,289.48	ACCT# 9900 572237 8 0324
492	04/18/2024	Claims	1	13024	US BANK (VISA)	16,109.85	ACCT# 4484 7345 5001 2810 0424
493	04/18/2024	Claims	1	13025	VERIZON WIRELESS	933.89	INV# 9960534242
						001 OPERATIONS	8,992.93
						003 RADIO OPERATIONS	691.21
						300 PROJECT FUND	9,340.29
						<hr/>	Claims: 19,024.43
						19,024.43	

## CERTIFICATION:

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

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

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

\_\_\_\_\_  
Date

## CERTIFICATION/AUTHORIZATION:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# CHECK REGISTER

Cowlitz 911

Time: 08:24:15 Date: 05/09/2024

04/25/2024 To: 04/25/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
536	04/25/2024	Claims	1	13034	ABLE ZEBRA COMMUNICATIONS LLC	333.80	INV# 3141
537	04/25/2024	Claims	1	13035	ADCOMM ENGINEERING LLC	8,358.75	INV# 16632
538	04/25/2024	Claims	1	13036	COMCAST	4,878.67	INV# 198964395
539	04/25/2024	Claims	1	13037	COWLITZ 911 ADVANCED TRAVEL	582.02	INV# AT042224
540	04/25/2024	Claims	1	13038	COWLITZ COUNTY PURCHASING SERVICES	4.40	INV# 194-2024
541	04/25/2024	Claims	1	13039	COWLITZ PUD	2,231.93	ACCT# 4745062 042; ACCT# 5156128 0424; ACCT# 5162399 0425
542	04/25/2024	Claims	1	13040	CVE	199.25	INV# 52-50289
543	04/25/2024	Claims	1	13041	INTEGER ASSOCIATES INC	1,810.62	INV# 24-107
544	04/25/2024	Claims	1	13042	PUBLIC SAFETY TESTING INC	300.00	INV# 2024-235
545	04/25/2024	Claims	1	13043	SUMMIT LAW GROUP, PLLC	3,567.50	INV# 153615
546	04/25/2024	Claims	1	13044	TELECOMUNNICATION SYSTEMS, INC	4,626.68	INV# 04INV-000044400
547	04/25/2024	Claims	1	13045	WALTER E NELSON COMPANY	131.89	INV# 1860246
548	04/25/2024	Claims	1	13046	WASHINGTON STATE DEPT OF RETIREMENT	25.00	INV# 1611148
549	04/25/2024	Claims	1	13047	WASTE CONNECTIONS OF WASHINGTON	23.12	INV# 20432365S010
550	04/25/2024	Claims	1	13048	WAVE	1,376.25	INV#134902801-0010738
						17,964.17	
						2,126.96	
						8,358.75	
						28,449.88	Claims: 28,449.88

**CHECK REGISTER**

Cowlitz 911

Time: 08:24:15 Date: 05/09/2024

04/25/2024 To: 04/25/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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**CERTIFICATION:**

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

	C2FR	
Brandi Ballinger, Signature	Agency	Date

**CERTIFICATION/AUTHORIZATION:**

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

Budget Finance Manager, Signature	Date

Executive Director, Signature	Date

Board Chair, Signature	Date

# CHECK REGISTER

Cowlitz 911

Time: 08:25:10 Date: 05/09/2024

05/09/2024 To: 05/09/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
586	05/09/2024	Claims	1	13053	ADVANCED ELECTRICAL TECHNOLOGIES	3,702.43	INV# 218203
587	05/09/2024	Claims	1	13054	AMAZON BUSINESS	680.67	INV# 1J4P-76H7-G6P1; INV# 1LXD-K67M-JF3W; INV# 1N4D-HKLL-GF6M; INV# 1MFY-Q474-GMP6
588	05/09/2024	Claims	1	13055	AT&T MOBILITY LLC	243.83	INV# 287315187389X02272024
589	05/09/2024	Claims	1	13056	DANNYKA BAKER	59.61	INV# DB050324FFA
590	05/09/2024	Claims	1	13057	CENTURYLINK	588.64	ACCT# 206-Z20-0449 994B 0424
591	05/09/2024	Claims	1	13058	COMCAST	402.16	ACCT# 8778 10 113 0684045 0524
592	05/09/2024	Claims	1	13059	COWLITZ 911 ADVANCED TRAVEL	1,421.24	INV# AT050324
593	05/09/2024	Claims	1	13060	COWLITZ PUD	259.10	ACCT# 4671145 0424
594	05/09/2024	Claims	1	13061	CUMMINS SALES AND SERVICE	101.02	INV# 05-55089RETAINAGE
595	05/09/2024	Claims	1	13062	DAY WIRELESS	5,586.80	INV# #INV823679
596	05/09/2024	Claims	1	13063	ESRI INC	1,086.41	INV# 94711344
597	05/09/2024	Claims	1	13064	FRANK F. RANDOLPH	1,452.00	INV# RLF050124
598	05/09/2024	Claims	1	13065	GEOCOMM	13,005.65	INV# INV087943
599	05/09/2024	Claims	1	13066	LEVEL 3 COMMUNICATIONS, LLC	1,646.55	INV# 688172879
600	05/09/2024	Claims	1	13067	LONGVIEW, CITY OF	1,149.34	INV# 2942; ACCT# 21-25-8303-00 0424
601	05/09/2024	Claims	1	13068	MASCOTT EQUIPMENT CO.	758.96	INV# 599191; INV# 597385
602	05/09/2024	Claims	1	13069	MORE POWER TECHNOLOGY-NONPROJECT	1,811.76	INV# 16110
603	05/09/2024	Claims	1	13070	RELIABLE ADMINISTRATION SOLUTIONS	2,000.00	INV# 24-041
604	05/09/2024	Claims	1	13071	T-MOBILE USA INC	40.07	ACCT# 986172236
605	05/09/2024	Claims	1	13072	TOSHIBA AMERICA BUSINESS SOLUTIONS	181.46	INV# 5029661727
606	05/09/2024	Claims	1	13073	WIRELESS CONNECTION LLC	330.00	INV# #INV820271
						26,097.89	001 OPERATIONS
						6,276.92	003 RADIO OPERATIONS
						4,132.89	300 PROJECT FUND
						36,507.70	Claims: 36,507.70

**CHECK REGISTER**

Cowlitz 911

Time: 08:25:10 Date: 05/09/2024

05/09/2024 To: 05/09/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
-------	------	------	--------	-------	----------	--------	------

**CERTIFICATION:**

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

_____	<u>C2FR</u>	_____
Brandi Ballinger, Signature	Agency	Date

**CERTIFICATION/AUTHORIZATION:**

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

_____	_____
Budget Finance Manager, Signature	Date

_____	_____
Executive Director, Signature	Date

_____	_____
Board Chair, Signature	Date

# Monthly Financial Report Thru April 30, 2024

# COWLITZ 911

Police • Fire • Medical



**BUDGETED BEGINNING FUND BALANCE FOR ALL FUNDS**

\$11,429,418.00

**ACTUAL BEGINNING FUND BALANCE FOR ALL FUNDS**

\$13,480,700.56

## NEW REVENUES

FUND	Budget	Actual Thru Mar	Remaining to collect	%Remaining
<b>Operations</b>	<b>\$3,105,860.00</b>	<b>\$806,802.05</b>	<b>\$2,299,057.95</b>	<b>74%</b>
<i>Tax</i>	\$1,146,934.00	\$288,223.57	\$858,710.43	75%
<i>CPD Grant</i>	\$52,061.00	\$0.00	\$52,061.00	100%
<i>User Fees</i>	\$1,890,865.00	\$501,384.36	\$1,389,480.64	73%
<i>Misc</i>	\$16,000.00	\$17,194.12	-\$1,194.12	-7%
<b>Radio Operations</b>	<b>\$48,820.00</b>	<b>\$41,046.27</b>	<b>\$7,773.73</b>	<b>16%</b>
<i>Tower Rent</i>	\$46,349.00	\$39,847.70	\$6,501.30	14%
<i>Misc</i>	\$2,471.00	\$1,198.57	\$1,272.43	51%
<b>Equipment Reserve</b>	<b>\$2,500.00</b>	<b>\$14,781.61</b>	<b>-\$12,281.61</b>	<b>-491%</b>
<b>Radio Reserve</b>	<b>\$27,692.00</b>	<b>\$11,728.49</b>	<b>\$15,963.51</b>	<b>58%</b>
<b>Sales Tax</b>	<b>\$3,129,528.00</b>	<b>\$872,373.89</b>	<b>\$2,257,154.11</b>	<b>72%</b>
<b>Stabilization Reserve</b>	<b>\$5,000.00</b>	<b>\$12,838.73</b>	<b>-\$7,838.73</b>	<b>-157%</b>
<b>Facility Reserve</b>	<b>\$60.00</b>	<b>\$3,581.31</b>	<b>-\$3,521.31</b>	<b>-5869%</b>
<b>Bond Reserve</b>	<b>\$16,639.00</b>	<b>\$1,070.72</b>	<b>\$15,568.28</b>	<b>94%</b>
<b>Project Fund</b>	<b>\$5,000.00</b>	<b>\$19,430.20</b>	<b>-\$14,430.20</b>	<b>-289%</b>
<b>Federal Grant Radio Equip</b>	<b>\$11,000.00</b>	<b>\$0.00</b>	<b>\$11,000.00</b>	<b>100%</b>
<b>TOTAL REVENUES</b>	<b>\$6,352,099.00</b>	<b>\$1,783,653.27</b>	<b>\$4,568,445.73</b>	<b>72%</b>

## EXPENSES

FUND	Budget	Actual Thru Mar	Remaining to Spend	%Remaining
<b>Operations</b>	<b>\$5,514,482.00</b>	<b>\$1,175,360.80</b>	<b>\$4,339,121.20</b>	<b>79%</b>
<i>Salaries Wages &amp; Benefits</i>	\$4,318,270.00	\$761,896.81	\$3,556,373.19	82%
<i>Travel/Training</i>	\$65,887.00	\$6,826.59	\$59,060.41	90%
<i>Overhead</i>	\$356,100.00	\$178,371.64	\$177,728.36	50%
<i>General Facility</i>	\$110,250.00	\$26,725.72	\$83,524.28	76%
<i>Professional Fees</i>	\$438,988.00	\$131,995.95	\$306,992.05	70%
<i>Technology &amp; Software</i>	\$223,787.00	\$69,483.59	\$154,303.41	69%
<i>Other</i>	\$1,200.00	\$60.50	\$1,139.50	95%
<b>Radio Operations</b>	<b>\$323,450.00</b>	<b>\$81,578.88</b>	<b>\$241,871.12</b>	<b>75%</b>
<i>Overhead</i>	\$10,106.00	\$121.98	\$9,984.02	99%
<i>General Facility</i>	\$162,548.00	\$35,929.61	\$126,618.39	78%
<i>Leases</i>	\$150,796.00	\$45,527.29	\$105,268.71	70%
<b>Equipment Reserve</b>	<b>\$92,664.00</b>	<b>\$20,467.11</b>	<b>\$72,196.89</b>	<b>78%</b>
<b>Radio Reserve</b>	<b>\$1,888,040.00</b>	<b>\$274,338.80</b>	<b>\$1,613,701.20</b>	<b>85%</b>
<b>Sales Tax</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
<b>Stabilization Reserve</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
<b>Facility Reserve</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
<b>Bond Reserve</b>	<b>\$743,160.00</b>	<b>\$0.00</b>	<b>\$743,160.00</b>	<b>100%</b>
<b>Project Fund</b>	<b>\$746,945.00</b>	<b>\$397,034.01</b>	<b>\$349,910.99</b>	<b>47%</b>
<b>Federal Grant Radio Equip</b>	<b>\$1,502,000.00</b>	<b>\$0.00</b>	<b>\$1,502,000.00</b>	<b>100%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$9,308,741.00</b>	<b>\$2,030,358.48</b>	<b>\$7,278,382.52</b>	<b>78%</b>

# Cowlitz 911 Public Authority Resolution

2024-001

## APPROVE AND ADOPT THE 2024 BUDGET AMENDMENT

**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 35.21.759; and

**WHEREAS**, the charter requires the Board of Directors adopt the budget;

**NOW, THEREFORE, BE IT RESOLVED** by the board of as follows:

**Section 1 Adoption:** The Cowlitz 911 Board of Directors hereby adopts the amended 2024 budget appropriations as follows:

FUND	Amended Estimated Revenues	Amended Appropriations/ Expenditures	Amended Ending Fund Balance
OPERATIONS	\$ 7,129,888.00	\$ 6,371,122.00	\$ 758,766.00
EQUIPMENT REPLACEMENT	\$ 2,184,682.00	\$ 92,664.00	\$ 2,092,018.00
RADIO OPERATIONS	\$ 543,807.00	\$ 323,450.00	\$ 220,357.00
RADIO REPLACEMENT	\$ 4,327,957.00	\$ 4,067,040.00	\$ 260,917.00
SALES TAX	\$ 6,228,755.00	\$ 2,876,814.00	\$ 3,351,941.00
STABILIZATION RESERVE	\$ 1,619,315.00	\$ -	\$ 1,619,315.00
FACILITY RESERVE	\$ 635,547.00	\$ -	\$ 635,547.00
DEBT SERVICE	\$ 838,718.00	\$ 743,160.00	\$ 95,558.00
PROJECT FUND	\$ 2,431,225.00	\$ 1,746,945.00	\$ 684,280.00
<b>TOTAL ALL FUNDS</b>	<b>\$ 25,939,894.00</b>	<b>\$ 16,221,195.00</b>	<b>\$ 9,718,699.00</b>

Total Appropriated Budget: \$25,939,894.00

Total Budget less Internal Transfers: \$22,357,660.00

With reference to the general spending plan Exhibit A.

**Section 2 Severability:** If any provision of this Resolution or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Resolution are declared to be severable.



**ADOPTED**, by the Cowlitz 911 Board of Directors at a regular open public meeting of such Board on the 15<sup>th</sup> of May and becomes effective immediately upon adoption and signature as provided by law.

**COWLITZ 911 BOARD OF DIRECTORS**

\_\_\_\_\_  
Chair of the Board, Brad Thurman

ATTEST:

\_\_\_\_\_  
Interim Director, Bob Gregory

APPROVED AS TO FORM:

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

## EXHIBIT A

<b>OPERATIONS FUND</b>			
	2024 BUDGET	AMENDED 24 BUDGET	NET CHANGE
BEGINNING BALANCE	\$ 2,308,388.00	\$ 2,345,864.48	\$ 37,476.48
Grant	\$ 52,061.00	\$ 52,061.00	\$ -
Interest Earned	\$ 16,000.00	\$ 64,000.00	\$ 48,000.00
Misc Revenue	\$ -	\$ -	\$ -
Tax	\$ 1,146,934.00	\$ 1,146,934.00	\$ -
TRANSFERS IN	\$ 1,583,654.00	\$ 1,583,654.00	\$ -
USER FEES	\$ 1,890,865.00	\$ 1,937,374.00	\$ 46,509.00
<b>REVENUE TOTAL</b>	<b>\$ 6,997,902.00</b>	<b>\$ 7,129,887.48</b>	<b>\$ 131,985.48</b>
SALARIES, WAGES, BENEFITS	\$ 4,318,270.00	\$ 4,318,270.00	\$ -
EMPLOYEE TRAVEL AND TRAINING	\$ 65,887.00	\$ 63,100.00	\$ (2,787.00)
OVER-HEAD	\$ 356,100.00	\$ 374,132.00	\$ 18,032.00
GENERAL FACILITY	\$ 110,250.00	\$ 73,000.00	\$ (37,250.00)
PROFESSIONAL FEES	\$ 438,988.00	\$ 574,000.00	\$ 135,012.00
TECHNOLOGY AND SOFTWARE LICENSES	\$ 223,787.00	\$ 257,000.00	\$ 33,213.00
MISC EXPENSES	\$ 1,200.00	\$ 1,200.00	\$ -
TRANSFERS OUT	\$ 710,420.00	\$ 710,420.00	\$ -
ENDING BALANCE	\$ 773,000.00	\$ 758,765.48	\$ (14,234.52)
<b>EXPENSE TOTAL</b>	<b>\$ 6,997,902.00</b>	<b>\$ 7,129,887.48</b>	<b>\$ 131,985.48</b>
<b>EQUIPMENT REPLACEMENT FUND</b>			
	2024 BUDGET	AMENDED 24 BUDGET	NET CHANGE
BEGINNING BALANCE	\$ 1,729,064.00	\$ 1,755,681.88	\$ 26,617.88
Interest Earned	\$ 2,500.00	\$ 84,000.00	\$ 81,500.00
TRANSFERS IN	\$ 345,000.00	\$ 345,000.00	\$ -
<b>REVENUE TOTAL</b>	<b>\$ 2,076,564.00</b>	<b>\$ 2,184,681.88</b>	<b>\$ 108,117.88</b>
CAPITAL EXPENSES	\$ 92,664.00	\$ 92,664.00	\$ -
MISC EXPENSES	\$ -	\$ -	\$ -
ENDING BALANCE	\$ 1,983,900.00	\$ 2,092,017.88	\$ 108,117.88
<b>EXPENSE TOTAL</b>	<b>\$ 2,076,564.00</b>	<b>\$ 2,184,681.88</b>	<b>\$ 108,117.88</b>



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2576087  
Contract Number: USC000016226  
Contract Modifier: R25-MAR-24 22:58:31

Date:03/25/2024

Company Name: COWLITZ 9-1-1 PUBLIC AUTHORITY
Attn:
Billing Address: 312 SW FIRST AVE
City, State, Zip: KELSO , WA, 98626
Customer Contact: Deanna Wells
Phone: 360-431-4712

Required P.O. :  
PO # :  
Customer # :3010276306  
Bill to Tag # :  
Contract Start Date :24-Jul-2024  
Contract End Date :23-Jul-2025  
Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt	
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	\$21,506.25	
	LSV00S00745A	ECW EXT WARR SUPPORT	\$4,369.52	
	SSV00S00743A	ECW SOFTWARE SUPPORT	\$47,053.65	
<b>Service Provider</b> Day Wireless Systems Longview, Washington		Subtotal - Recurring Services	\$6,077.45	\$72,929.42
		Subtotal - One-Time Event Services	\$0.00	\$0.00
		Total		\$72,929.42
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA		

**SPECIAL INSTRUCTIONS:**

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at [https://www.motorolasolutions.com/en\\_us/managed-support-services/cybersecurity.html](https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html)) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE

CUSTOMER (PRINT NAME)

<i>Jeff Bauman</i>	Software & Services - Team Lead	04/17/2024
--------------------	---------------------------------	------------



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2576087  
Contract Number: USC000016226  
Contract Modifier: R25-MAR-24 22:58:31

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Jeffrey Bauman

312-898-0840

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : COWLITZ 9-1-1 PUBLIC AUTHORITY  
Contract Number : USC000016226  
Contract Modifier : R25-MAR-24 22:58:31  
Contract Start Date : 24-Jul-2024  
Contract End Date : 23-Jul-2025

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2576087  
Contract Number: USC000016226  
Contract Modifier: R25-MAR-24 22:58:31

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



# SERVICE AGREEMENT

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(888) 325-9336

Quote Number : QUOTE-2576087  
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Contract Modifier: R25-MAR-24 22:58:31

## Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

## Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

## Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2576087  
Contract Number: USC000016226  
Contract Modifier: R25-MAR-24 22:58:31

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2576087  
Contract Number: USC000016226  
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022





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### Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022