



REGULAR COUNCIL AGENDA

Council Chambers – 1300 First Street

August 16, 2023 at 7:00 PM

1. **FLAG SALUTE - PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER - ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **PUBLIC COMMENTS**
5. **CONSENT AGENDA**
 - A. Claims Vouchers
 - B. Meeting Minutes - July 19, 2023 Council Meeting
6. **COMMITTEE REPORTS**
7. **CITY OFFICIAL REPORTS**
 - A. Police Chief Report
8. **MAYOR'S REPORT**
9. **NEW BUSINESS**
 - A. Resolution 2023-09 (Utility Disconnects during Heat Related Events)
 - B. EMS, Fire & Law Cost Recovery
 - C. 2023-11 (Water & Sewer Rates for RV Park Addition)
10. **COUNCIL COMMENTS**
11. **PUBLIC COMMENTS**

Public comments may be made in-person during the meeting. If unable to attend, please submit comments to jpope@cosmopoliswa.gov by noon on meeting day.

If you are unable to attend the meeting in person, you may join with the following Zoom Information

Webinar ID: 814 1991 1632
Passcode: 415624
Phone Number: (253) 215-8782



REGULAR COUNCIL MINUTES

Council Chambers – 1300 First Street

July 19, 2023 at 6:00 PM

1. FLAG SALUTE - PLEDGE OF ALLEGIANCE

2. COUNCIL WORKSHOP TO DISCUSS CONTRACT TO BUILD NEW FACILITY

Administrator Raines discussed his meetings with Rognlin's and Harbor Architects regarding the contract to build the new facility. There may be bond funds available for municipalities through the Washington State Treasurer's Office. This would not go to a vote. It is done by the State three times a year. The State sells bonds at a lower interest rate than we could get from a conventional loan. The fees would also be less than commercial lending. For a 15 year term, the interest rate was 3.28 percent when they last sold bonds.

If we decide not to do this, we would need a community meeting to discuss the options. This funding would not be available until October for deposit in January. Rognlin's would not be 60% done until January of this year. We have a deductive change order for the contract which would be added back towards the end of the project. They discussed the value added engineering and deductive change order.

3. CALL TO ORDER - ROLL CALL

PRESENT

- Councilmember Candice Makos
- Councilmember Stana Carlisle
- Councilmember Jim Ancich
- Councilmember Raymond Robinson
- Councilmember Miles Wenzel

4. APPROVAL OF AGENDA

Motion made by Councilmember Robinson to approve the agenda, Seconded by Councilmember Carlisle.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

5. PUBLIC COMMENTS

Steve Davis - Provided a written comment regarding the City Hall/Police Station project.

6. CONSENT AGENDA

Motion made by Councilmember Makos to approve the consent agenda, Seconded by Councilmember Robinson.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

7. COMMITTEE REPORTS

Finance – Councilmember Wenzel stated discussed budget and the small and attractive asset policy

Public Works – Councilmember Ancich stated discussed rates for rv park addition and the costs for street projects in the city.

8. CITY OFFICIAL REPORTS

City Administrator - Administrator Raines discuss a street vacation on I street between F the levy. Adjacent property owners are looking for 10' on each side. It will leave us the standard 60' street.

Public Works Superintendent - They are starting to clean the Makarenko Park Parking Lot. They will be working on it all summer. He hopes to complete it by the end of summer.

Police Chief - Deputy Chief Miskell stated that Officer Bailey will be graduating from the academy next week and then will be in field training for approximately two months.

9. Mayor’s Report – no report

10. NEW BUSINESS

A. Public Defender Agreement

Motion made by Councilmember Carlisle to approve the contract with Sound Defenders, Seconded by Councilmember Robinson.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

B. Resolution 2023-07 Small & Attractive Asset Policy

Motion made by Councilmember Makos to approve Resolution 2023-07 (Small & Attractive Asset Policy), Seconded by Councilmember Ancich.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

C. Notary Public Fees

Motion made by Councilmember Carlisle to approve Resolution 2023-08 (Notary Fees), Seconded by Councilmember Robinson.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

D. Construction Agreement for New Facility

Motion made by Councilmember Wenzel to approve the construction agreement with Rognlin's, Seconded by Councilmember Ancich.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

Motion made by Councilmember Wenzel to include value engineering and deductive change order, Seconded by Councilmember Ancich.
Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

E. Proposed Street Repairs

Motion made by Councilmember Ancich to approve repairs for Mill Creek and Alder Drive in the amount of \$16,750, Seconded by Councilmember Robinson.

Voting Yea: Councilmember Makos, Councilmember Carlisle, Councilmember Ancich, Councilmember Robinson, Councilmember Wenzel

11. COUNCIL COMMENTS

Councilmember Ancich - He commented on how nice the landscaping is looking. He stated Public Works crew is working hard.

Councilmember Wenzel -He stated he appreciates clean up of Makarenko Park.

12. PUBLIC COMMENTS

Linda Springer - She thanked Jeff for due diligence in saving the city money and clean-up of Makarenko Park looks great.



COSMOPOLIS POLICE DEPARTMENT

PO Box 478 / 1312 First Street Cosmopolis, WA. 98537
Heath Layman, *Chief of Police*

Council Report 08/16/2023

National Night Out was celebrated successfully on 08/01/23. Thank you to the community for inviting us and interacting with us, we look forward to next year's events.



Officer Nick Bailey graduated from the Basic Law Enforcement Academy on 07/27/23. He is now onto his next steps in our Field Training Program.

I issued a commendation to Officer Lefor for a lifesaving act. A copy of this commendation is attached. The commendation has been added to his personnel file and a ribbon awarded for wearing on his class-A uniform.

We have been working on several ordinances to clean up language and enforceability to include the noise ordinance, parking ordinance, and business license ordinance.

A significant amount of time and resources have been spent in the last month assisting a community member with dementia.

1st Street at S West Boulevard (Aberdeen/Cosmopolis City Limits) was closed for about 2 and ½ hours on 08/02/23 with no alternate routes available. This was due to an incident in the city of Aberdeen and was done for the public's safety. If you haven't already, please consider following us on Facebook as we attempt to push out information like this in a timely manner.

We had 147 calls for service between 07/17/23 and 08/10/23.

Respectfully submitted,

Heath Layman, Chief

"A Community Partnership"

Phone (360) 532-9237
E-Mail police@cosmopoliswa.gov

Fax (360) 532-9273



COSMOPOLIS POLICE DEPARTMENT

PO Box 478 / 1312 First Street Cosmopolis, WA. 98537
Heath Layman, *Chief of Police*

COMMENDATION – LIFESAVING ACT

07/26/2023

Officer Lefor,

On 07/22/2023 you were dispatched to a suicide attempt at a residence in Cosmopolis, for a man hanging from a tree. The reporting party stated that the victim had a knife on the ground near him and was threatening the witnesses not to get closer. It was apparent that the victim was suffering from mental illness and was in fact intent on ending his own life.

Witnesses reported that when you arrived, alone and without hesitation, you were able to safely detain the man in handcuffs so he wouldn't be able to grab any weapons, lifted the man who is about 6'4" and 280 lbs. up so that you could get the rope off of the victims neck, which was wrapped around several times, and then place the victim in a recovery position. All of these actions were done alone and with the added chaos of an angry and confrontational neighbor who inserted himself into the situation unnecessarily.

These life-saving actions were witnessed by multiple neighbors and reported to me by one of our city council members and your fellow officers.

Officer Lefor, your actions on 07/22/23 led to a person in crisis surviving a suicide attempt and a life being saved. This is in the highest tradition of police work and demonstrates your dedication and commitment to the mission of the Cosmopolis Police Department and to the citizens of Cosmopolis.

I commend you for a job well done and your lifesaving act.

Heath Layman, Chief of Police

CITY OF COSMOPOLIS

RESOLUTION NO. 2023-09

A **RESOLUTION** adopting a "Heat Related Event Policy" for the City of Cosmopolis.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COSMOPOLIS, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1. The attached "Heat Related Event Policy & Procedures," is hereby adopted by reference in its entirety. This policy shall supplement Section 13.48.010 of the Cosmopolis Municipal Code, shall apply only to residential users, and shall be implemented only during times when the National Weather Service has issued or announced that it intends to issue a heat related alert for the Cosmopolis area.

PASSED AND APPROVED this 16th date of August 2023.

Kyle Pauley -- Mayor

Attest:

Julie Pope -- Finance Director

CITY OF COSMOPOLIS HEAT RELATED EVENT POLICY & PROCEDURES

PURPOSE

Engrossed Substitute House Bill 1329, which went into effect July 23, 2023, prohibits water utilities from disconnecting water service due to nonpayment during heat related events issued by the National Weather Service. A qualifying heat related event is any specific day or period of days for which the National Weather Service has issued or has announced that it intends to issue a heat related alert such as an excessive heat warning, a heat advisory, an excessive heat watch, similar alert for our area. This policy applies specifically to residential users.

1. Delinquent Notices and Shut Off Notices delivered to the property when utility service is disconnected shall include the following text:

"If your service is disconnected and an NWS heat related alert has occurred in our area, you may request to have your service restored. A payment plan will be required to restore service.

Contact City Hall at (360) 532-9230 for details."

2. On the regularly scheduled shut off day, Finance staff will review the National Weather Service data to determine if a heat-related alert is in effect. If there is no heat-related alert, shut offs for nonpayment will occur as usual.

If a heat related event is in effect, shut offs will be delayed until the next available day after the event expires.

If the National Weather Service heat related event remains in place for an extended period of time, shut offs for nonpayment will be rescheduled for the subsequent month on the regularly scheduled shut off day.

3. Customers requesting reconnection of service due to a National Weather Service heat related event can avoid immediate shutoff once the alert is lifted by:
 - a. Paying the past due balance in full prior to the alert being lifted.
 - b. Entering into a payment plan by contacting the City prior to the alert being lifted.
 - i. The payment plan will stipulate that the current billing must be paid and remain current;
 - ii. The past-due balance must be paid by the following May 15th or as soon as possible after May 15th if needed to maintain monthly payments that are no greater than six percent of the customer's monthly income. Customers can choose to pay amounts greater than six percent of their

monthly income to pay the past due amount prior to the following May 15th,

- iii. Failure to maintain the payment plan will result in the shut off of services.

Upon request for reinstatement, the City shall promptly make a reasonable attempt to reconnect service to the customer's dwelling.

If the customer fails to maintain the payment plan, declines to pay the full past due amount, or refuses to fill out a payment plan, the water service will be disconnected on the first business day after the National Weather Service heat related alert is lifted.

Penalties charged in the normal course of business for any past due amounts will still be assessed.

- 4. The City will maintain required documentation containing the number of customers shut off during a National Weather Service heat related event. This information will be reported to the Department of Commerce upon request as required by ESHB 1329.

RESOLUTION NO. 2023-10

A RESOLUTION authorizing the establishment and implementation of a hazardous materials incident cost recovery program pursuant to RCW 4.24.314.

WHEREAS, RCW 4.24.314 authorizes a municipal fire department to recover extraordinary costs incurred by the municipal fire department in the course of protecting the public from actual or threatened harm resulting from a hazardous materials incident, as defined in RCW 70.136.020; and

WHEREAS, “Extraordinary costs” means those reasonable and necessary costs incurred by the City of Hoquiam in the course of protecting life and property that exceed the normal and usual expenses anticipated for police and fire protection, emergency services, and public works, including, but not limited to: overtime for public employees, unusual fuel requirements, any loss or damage to publicly owned equipment, and the purchase or lease of any special equipment or services required to protect the public during the hazardous materials incident; and

WHEREAS, The City of Cosmopolis has determined that motor vehicle accidents often involve spillage or leakage of liquids such as oil, battery acid, fuel, antifreeze, brake fluid, transmission fluid, and other petroleum based products and substances which constitute hazardous materials, **NOW THEREFORE**,

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COSMOPOLIS, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1. The City of Cosmopolis hereby authorizes the Cosmopolis Fire Department to establish and implement a hazardous materials incident cost recovery program pursuant to RCW 4.24.314, to recover extraordinary costs associated with motor vehicle accidents (MVA) and other hazardous materials incidents, including those caused by any person transporting hazardous materials who is responsible for causing a hazardous materials incident, as defined by RCW 70.136.020, other than the operating employees of a transportation company.

SECTION 2. The City of Cosmopolis hereby authorizes the Mayor to enter into and execute a Cost Recovery Agreement with EF Recovery (EFR), a company that specializes in assisting municipal fire departments and fire districts in the collection of fees and recovery of extraordinary costs associated with MVA’s and other hazardous materials incidents pursuant to RCW 4.24.314.

ADOPTED by the Mayor and City Council on August 16, 2023

KYLE PAULEY – Mayor

ATTEST:

JULIE POPE – Finance Director



EMS BILLING SERVICES AGREEMENT

This EMS Billing Services Agreement (“Agreement”) is made as of the date shown below and between the following parties:

EF Recovery LLC
PO BOX 1582
Port Orchard, WA 98366-1582
 (“EFR”)

City of Cosmopolis Fire Department
Kyle Pauley, Mayor
PO Box 2007
Cosmopolis, WA 98537 (“The “Customer”)

Effective Date: June 30, 2023

IN CONSIDERATION of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SERVICES.** Customer retains EFR as its billing contractor to handle the billings for the costs and charges of Ambulance/Emergency Medical services performed by Customer. EFR shall bill the recipient of such services or any responsible party, including insurers, in accordance with the terms of this Agreement. A description of the services provided by EFR is set forth in the attached Exhibit “A,” which is incorporated by this reference. No change to the scope of services shall be effective unless agreed to by the parties in writing.
2. **COMPENSATION TO EFR.** Customer shall pay EFR, on a monthly basis, a fee for EFR’s services as set forth in the attached Exhibit “A.” No change to the terms of compensation shall be effective unless agreed to by the parties in writing.
3. **TERMS OF PAYMENT.** Within 10 days after the end of each month, EFR shall send a statement setting forth in reasonable detail the total amount billed and collected from all responsible parties for the prior month’s transports. An Invoice for the billing services performed will be included and is DUE UPON RECEIPT. EFR will deposit all collected EMS funds into an agreed upon bank account established and maintained by Customer. EFR shall not be responsible for the payment of any billings that a responsible party/entity denies or refuses to pay. Customer’s obligations hereunder are absolute and unconditional and not subject to set-off, delay, counterclaim, or termination of performance. Customer shall notify EFR of any disputed billings within fourteen (14) days of receipt, but such dispute shall not serve as a basis for withholding of any sums due under this Agreement.
4. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date set forth above and shall continue until the first anniversary of such date (the “Term”). Thereafter, the Term shall be automatically renewed for succeeding terms of one year each, unless it is sooner terminated for cause pursuant to Section 7 of this Agreement. Either party may elect to not renew this Agreement by informing the other, in writing, of its intent not to renew; PROVIDED, HOWEVER, that such notice shall be delivered in accordance with this Agreement no later than sixty (60) days prior to the anniversary date of the Agreement. While this Agreement is in effect, Customer shall not retain any individual or entity other than EFR to perform the Services. All Hardware, if any, provided by EFR is and shall remain the property of EFR and will be returned in like new condition except for normal wear and tear upon termination of this agreement.
5. **INDEPENDENT CONTRACTOR.** EFR is and shall at all times remain an independent contractor of Customer. EFR shall retain full control over the employment, direction, compensation and discharge of all persons employed by or assisting in the performance of service by EFR. EFR shall be fully responsible for all matters relating to payment of employees, including compliance with Social

Security, withholding tax and all other laws and regulations governing such matters. EFR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement. EFR shall not incur or have the power to incur any debt, obligation or liability for or on behalf of Customer, or bind Customer in any manner, except as to matters specifically delegated in writing by Customer. Customer shall have no claim to the software, computer programs, other technology and/or work product developed/used by EFR in its performance of this Agreement. It is understood and agreed that EFR may use its proprietary software programs in providing the services set forth in this Agreement. Customer agrees that it shall not acquire any proprietary rights to such programs by virtue of this Agreement.

6. DATA & REPORTING. Customer will make available to EFR, for use in performance of services under this Agreement, all available reports, studies or any other materials in its possession that Customer deems of use to EFR. All materials furnished by Customer will not be disclosed to any party, other than as required under the scope of the Agreement, without Customer's prior written approval. EFR shall provide Customer with status reports as set forth in Exhibit "A" and other reports as mutually agreed.
7. DEFAULT. If either party breaches any material term of this Agreement, the non-breaching party may terminate this Agreement upon 30 days prior written notice to the breaching party of the intent to terminate; PROVIDED, HOWEVER, that such notice shall describe the claimed breach in reasonable detail and afford the breaching party an opportunity to cure the default prior to the expiration of such 30 day period. In addition to such termination right, the non-breaching party shall have all rights and remedies available for such breach under applicable law/equity. If this Agreement is terminated, Customer shall continue to make monthly payments to EFR under Section 2 for the Services performed by EFR prior to the date of termination until no further amounts are collected from responsible parties relating to such Services.
8. NOTICES. Any notice under this Agreement must be in writing and shall be given by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested. All notices shall be addressed to the address of the party set forth above, or at such other address as that party may later designate by notice in accordance with this Section and shall be effective upon delivery or on the third business day following deposit with the United States Mail. Notices shall be delivered to the following addresses:

EF Recovery LLC
PO BOX 1582
Port Orchard, WA 98366-1582

Customer:
City of Cosmopolis Fire Department
Kyle Pauley, Mayor
PO Box 2007
Cosmopolis, WA 98537

9. FORCE MAJEURE. Except for the obligation to pay for the Services, neither party shall be liable for delays in its performance, or failures to perform, hereunder due to strikes, riots, war, fire, acts of God, labor disputes, delays caused by the other party, weather, inability to secure labor or materials, revocation, suspension, denial or modifications of any necessary permit, license or approval or other matters beyond the reasonable control of the affected party as long as such party is taking steps to resume performance.
10. COMPLIANCE WITH LAWS. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") in the performance of this Agreement. EFR agrees that it shall

use only lawful means to effect collections and will comply with all provisions of any applicable federal and state statutes in connection with its services.

11. INDEMNIFICATION. The parties to this Agreement agree to indemnify each other and hold the other harmless from and against all damage, cost, loss and expense, including reasonable attorney's fees, directly resulting from claims of third parties concerning the acts/omissions of Customer or EFR arising out of this Agreement.

12. MISCELLANEOUS.

12.1 Assignment of Agreement. Except to a parent, subsidiary, or affiliate which has the full ability and resources to perform this Agreement, EFR shall not sell, transfer, assign or otherwise dispose of this Agreement or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the Agreement, without express prior consent by Customer. In the event of any such assignment, EFR shall provide Customer with at least 30 days prior written notice of such assignment, including detailed verification of the assignee's ability to perform under the Agreement.

12.2 Entire Agreement. This Agreement, along with the Exhibits attached and incorporated in this Agreement, constitutes the final, complete, and exclusive understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party to this Agreement.

12.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as applied to agreements made between residents of Washington. Jurisdiction and venue shall be in Pierce County Superior Court for any claim brought under this Agreement, and the parties hereby consent to the personal jurisdiction of such court.

12.4 Severability. In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, that provision shall be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

12.5 Waiver. The failure of either party to enforce any provisions of this Agreement is not a waiver of the provisions or of the right of that party to subsequently enforce that, or any other, provision of this Agreement.

12.6 Attorney Fees. In the event of any dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its attorney fees and costs.

12.7 Binding Effect. The signatories to this Agreement each represent that each has the Authority to bind such party to the terms and conditions set forth herein.

[SIGNATURE PAGE FOLLOWS]

THIS AGREEMENT is executed as of the day and year first above written.

EFR:

CUSTOMER:

Signature

Signature

Sam Wright

Name

Name

General Manager

Title

Title

EXHIBIT A
DESCRIPTION OF THE AGENCY'S SERVICES, BILLING OPTIONS AND FEES

SERVICES

1. Provide billing and accounts receivable management services to Customer.
2. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Private Insurance, etc.) are filed and maintained and that Customer is kept apprised of important changes to industry regulations.
3. Ensure knowledge of different industry insurance plans and will ensure that every billable claim is pursued.
4. Provide reasonably necessary training periodically, as requested by Customer, to Customer's EMS and/or paramedics personnel regarding the gathering of the necessary information and proper completion of PCR's/MIR's. If travel is required to conduct training a separate bill will be sent to Customer for travel expenses.
5. Provide a designated billing agent dedicated to Customer's account who will review all bills/claims prior to submission to responsibility party/parties and who will complete monthly reports, state reports, answer questions regarding patient/payor concerns and will facilitate communications.
6. After review by a dedicated billing agent, provide prompt submission of Medicare, Medicaid, insurance and other responsible party/parties bills after receiving a completed patient record via U.S. Mail and/or electronic format. Secondary insurance provider bills shall be submitted after the primary insurance provider has paid.
7. Provide follow-up on rejected and inactive claims.
8. Utilize most up-to-date knowledge and information with regard to coding requirements and standards, to ensure compliance with applicable Federal, State and local regulations.
9. EFR will make available, via EFRs web site, all financial data for reporting and retrieval.

FEES & CHARGES

1. \$21.00 per patient record billed, plus postage and mailing for each bill sent via U.S. Mail
2. 12% of net collections on takeover accounts, plus actual postage & mailing for each bill sent via U.S. Mail. Some insurances have a 90+ day window, Medicare Medicaid have a 12-month window. However, we can bill the patient directly for all costs incurred.

EF RECOVERY

Welcome Aboard!

We are very excited to have you as a new Cost Recovery customer and look forward to recovering your incident response and mitigation costs.

Here's all you need to do to complete your contract.

Page 7 Please complete the signature block

Page 9 Exhibit A, Section 7: Please choose a billing option and collection agency information, if applicable

Please be sure to complete Sections 6 and 7. This is very important information to help us complete the setup of your account in our system.

Authorization To Bill Letter Please sign your name at the bottom

Business Associate Agreement Please complete the signature block

Thank you again for becoming an EF Recovery customer!

‘ENHANCED PROGRAM’ COST RECOVERY AGREEMENT

This Cost Recovery Agreement (“Agreement”) is made as of the date shown below and between the following parties:

EF Recovery LLC	City of Cosmopolis Fire Department
P.O. Box 1852	PO Box 2007
Port Orchard, WA 98366	Cosmopolis, WA, 98537-2007
(“EFR”)	(“Customer”)

Effective Date: June 30, 2023 and is subject to EFR’s Privacy Policy that can be found by visiting

<https://www.efrecovery.com/privacy>.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following meanings. In additions, other terms are defined elsewhere in the Agreement, in the context in which they arise.
 - 1.1 **“Liable Party” or “Liable Parties”** means negligent parties or their insurer(s).
 - 1.2 **“Services”** means, collectively, the services listed in Exhibit A attached hereto and incorporated herein by this reference
 - 1.3 **“Total Claim Amount”** means the total of all Customer charges for equipment, labor, consumables, administrative costs, processing costs and other costs outlined, defined, and/or authorized by Customer’s jurisdictional law, code, resolution or ordinance, as set forth on Customer reimbursement cost schedule.
 - 1.4 **“Mobile Application”** means a program developed by EFR to collect on-scene incident information for use in billing a claim.
 - 1.5 **“Device”** means a compatible mobile telephone, tablet computer or on-board computers that Customer uses to operate the Mobile Application.
 - 1.6 **“Executable Code”** means the fully compiled version of a software program that can be executed by a computer, mobile telephone or tablet computer and used by an end user without further compilation.
 - 1.7 **“Software”** means the Mobile Application, plus any modified, updated or enhanced versions of programs that EFR may provide to customer hereunder in Executable Code in its sole discretion from time to time.
 - 1.8 **“Documentation”** means the user manuals provided to Customer along with the Software.
 - 1.9 **“Intellectual Property Rights”** means all existing and future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.
2. **SERVICES.** Customer retains EFR as its billing contractor to perform the billing for services from any cost recovery order as directed by Customer and as allowed by law, code, resolution or ordinance to a Liable Party or Liable Parties). Customer also retains EFR to perform the Services in accordance with the terms of this Agreement. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the EFR and Customer with respect to the subject matter hereof, and any such prior agreements are hereby terminated.
3. **COMPENSATION TO EFR.** For each claim that EFR provides any Services, Customer shall pay EFR the Processing Cost.
4. **COLLECTED FUNDS / TERMS OF PAYMENT.** EFR will deposit all collected funds into a bank account administered solely by EFR. All recovered funds, less the Processing Costs, Uncollected Claim Costs, and/or Training Fees, as defined in Exhibit B, will be submitted to Customer along with a detailed accounting of funded claims within forty-five (45) days after the funds have been received by EFR. EFR shall not be responsible for the payment of any billings that a responsible party/entity denies or refuses to pay. Customer’s obligations hereunder are absolute and

unconditional and not subject to set-off, delay, counterclaim, or termination of performance. Customer shall notify EFR of any disputed billings within fourteen (14) days of receipt, but such dispute shall not serve as a basis for withholding of any sums due under this Agreement.

- 5. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date set forth above and shall continue until the first anniversary of such date (the "Initial Term"). Thereafter, the Term shall be automatically renewed for succeeding terms of one year each (the "Renewal Term"), unless it is sooner terminated for cause pursuant to Section 6 of this Agreement. Either party may elect to not renew this Agreement by informing the other, in writing, of its intent not to renew; PROVIDED, HOWEVER, that such notice shall be delivered in accordance with this Agreement no later than sixty (60) days prior to the anniversary date of the Agreement. While this Agreement is in effect, Customer shall not retain any individual or entity other than EFR to perform the Services.

- 6. **TERMINATION FOR BREACH.** Except as otherwise set forth in this Agreement, either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure such material breach within thirty (30) days after receiving written notice thereof from the non-breaching party; PROVIDED, HOWEVER, that such notice shall describe the claimed breach in reasonable detail and afford the breaching party an opportunity to cure the default prior to the expiration of such 30 day period. EFR may suspend the Services (or any portion thereof) upon notice to Customer in the case of any breach or threatened breach by Customer. In addition to such termination right, the non-breaching party shall have all rights and remedies available for such breach under applicable law/equity.

- 7. **OBLIGATIONS UPON TERMINATION.** Upon termination or expiration of this Agreement for any reason, the following provisions shall apply.
 - 7.1 **Termination of Services and Obligations.** Neither party shall be under any further obligation or liability under this Agreement to the other from and after the date of termination, except as specifically set forth in this Section. Furthermore, EFR will terminate all Services.

 - 7.2 **Obligation to Satisfy Payment of Fees.** Customer understands and expressly acknowledges that termination of this Agreement prior to the expiration of the Initial Term or the Renewal Term for any reason neither suspends, discontinues, diminishes, or in any way alters its continuing obligation to timely satisfy all invoices nor suspends, discontinues, diminishes, or in any way disallows EFR from collecting any Processing Cost, Uncollected Claim Cost, or Training Fee monies due to EFR through the final date of the Initial Term or Renewal Term and that such fees will be immediately due and payable.

 - 7.3 **Obligation to Satisfy Payment of Claims.** Upon termination of this Agreement, EFR agrees to pay Customer any claim recovery monies collected but not released to Customer, less any applicable Processing Cost, Uncollected Claim Cost and/or Training Fee monies owed EFR.

 - 7.4 **Copies of Data.** Upon payment of all such Fees, and upon the request of Customer, EFR will provide Customer with a single copy of all Customer's content on EFR's system as of the effective date of expiration or termination in PDF format. Copies of data in non-PDF format will be made available upon the request by Customer at EFR's then-current rates.

 - 7.5 **Return of Confidential Information.** Customer agrees to deliver or return to EFR, at EFR's request at any time or upon termination of this Agreement or as soon thereafter as possible, all documents, computer tapes and disks, records, lists, data, drawings, prints, notes and written information (and all copies thereof) furnished by EFR or prepared by EFR in the course of this Agreement and all other Confidential Information in Customer's possession. If, for any reason, such document, material, database, equipment, or software cannot be returned, Customer will destroy all the Confidential Information belonging to EFR and delete such Confidential Information from any memory devices, then confirm to EFR, in writing, that said Confidential Information has been destroyed. Customer will not be permitted to continue using the Confidential Information in any way after the Termination Date.

 - 7.6 **Return of Equipment.** All Hardware, if any, provided by EFR is and shall remain the property of EFR and will be returned in like new condition except for normal wear and tear upon termination of this agreement.

 - 7.7 **Survival Provisions.** The provisions of Section 1 Definitions, Section 12 Confidential Information, Section 14

Force Majeure, Section 15 Warranty Disclaimer, Section 16 Limitation of Liability, Section 17 Indemnification, Section 18 Noninterference and Section 19 General Provisions shall survive the expiration or termination of this Agreement.

8. COLLECTION PROCESS. EFR agrees that it shall use only lawful means to effect collections and will comply with all provisions of the Fair Debt Collection Practices Act (“FDCPA”) and applicable state statutes in connection with these collections. EFR bills the responsible party and/or their insurance company once a month up to three (3) months or ninety (90) days. If the account has not been paid and depending on the selected billing options from Exhibit A by day one hundred eighty (180) after submission of the claim, at Customer’s discretion, EFR will either (a) cease collection activity or (b) turn over the account to a collections agency to be specified by Customer, and such account will be deemed uncollectible (the “Uncollectable Account”). EFR will make a “best effort” to collect funds from the Liable Party. EFR shall not be responsible for the payment of any billings that are deemed an Uncollected Claim Cost.

9. LICENSE GRANT.

9.1 License Grant. Subject to the terms and conditions of this Agreement, EFR hereby grants to Customer, only for the Term (as defined in Section 5), a non-exclusive, nontransferable license to (a) install the Software only for purposes of its internal use, and not to market and/or distribute the Software to any third party purposes of resale; (b) make one copy of the Software solely for backup or archival purposes; and (c) copy and reproduce any Documentation provided to Customer solely for the purposes of training Customer’s staff.

9.2 License Restrictions; Reservation of Rights. Except as expressly permitted by this Agreement or except with EFR’s prior written consent, Customer will not, and will not permit any third party, to: (a) reproduce, modify, adapt, alter, translate, or create derivative works from the Software or the Documentation; (b) merge the Software with other software; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software; or (f) otherwise use or copy the Software. The Software and Documentation and all worldwide Intellectual Property Rights therein, are the exclusive property of EFR and its suppliers. All rights not expressly granted to Customer in this Agreement are reserved by EFR.

9.3 No Restriction or Exclusivity. During the Term hereof, EFR may distribute, market, sell, or act as an agent or representative of any developer, publisher, or manufacturer, of online services or products that are functionally comparable or intended, by applicable marketing and promotional programs directed to such services or products, to compete directly with the Software.

10. DATA & REPORTING. Customer will make available to EFR, for use in performance of services under this Agreement, all available reports, studies or any other materials in its possession that Customer deems of use to EFR. All materials furnished by Customer will not be disclosed to any party, other than as required under the scope of the Agreement, without Customer’s prior written approval. EFR shall provide Customer with status reports as set forth in Exhibit “A” and other reports as mutually agreed.

11. INDEPENDENT CONTRACTOR.

11.1 Status. EFR is and shall at all times remain an independent contractor of Customer.

11.2 Employees. EFR shall retain full control over the employment, direction, compensation and discharge of all persons employed by or assisting in the performance of service by EFR. EFR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. EFR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

- 11.3 **Binding of Customer.** EFR shall not incur or have the power to incur any debt, obligation or liability for or on behalf of Customer, or bind Customer in any manner, except as to matters specifically delegated in writing by Customer.
- 11.4 **Claims.** Customer shall have no claim to the software, computer programs, other technology and/or work product developed/used by EFR in its performance of this Agreement. It is understood and agreed that Customer may use EFR proprietary software programs in providing the services set forth in this Agreement. Customer agrees that it shall not acquire any proprietary rights to such programs by virtue of this Agreement.
- 11.5 **Benefits.** Unless otherwise expressly authorized by Customer, EFR will not participate in or receive any of the benefits which Customer extends to its employees, including, without limitation, vacation pay, sick leave and medical insurance. EFR agrees to waive all claims to such benefits.
- 11.6 **Taxes, Etc.** EFR will be solely responsible for payment of all income taxes, self-employment taxes and other items due with respect to EFR's income hereunder. Except as provided otherwise in Exhibit A, EFR will be responsible for payment of any sums due to any persons hired by EFR to assist in the performance of the Services.

12. CONFIDENTIAL INFORMATION

- 12.1 **Disclosure of Confidential Information.** Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Recipient will comply with any applicable state law, including the Public Records Act.
- 12.2 **EFR Confidential Information.** The business practices including, but not limited to, financial information, staffing patterns, HIPAA protected information, business relationships, the Services and System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, and all other business practices shall be considered EFR's Confidential Information.
- 12.3 **Customer Confidential Information.** The business practices such as financial information, staffing patterns, client numbers, call center operations, HIPAA protected information, transport volumes, business relationships and all other business practices shall be considered Customer's Confidential Information.
- 12.4 **Exceptions.** The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 12.5 **Authority to Disclose Confidential Information.** In making any disclosure to EFR of private patient

information, you will comply with all applicable state and federal law regarding protected health care information. In making any disclosure to you of private patient information, EFR will comply with all applicable state and federal law regarding protected health care information as agreed to by way of a separately executed Business Associates Agreement (BAA).

- 13. NOTICES. Either party may notice the other by means of (a) electronic mail to the e-mail address on record, or (b) by written communication sent by nationally recognized overnight delivery service or first class mail to the address shown below, or (c) by letter sent by confirmed facsimile to EFR at the fax number shown below. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email or fax). Notices will not be effective unless sent in accordance with the above requirements.

Notices to EFR:

EF Recovery LLC
P.O. Box 1852
Port Orchard, WA 98366
Fax: (253) 853-1340

Notices to Customer:

City of Cosmopolis Fire Department
PO Box 2007
Cosmopolis, WA, 98537-2007

- 14. FORCE MAJEURE. Except for the obligation to pay for the Services, neither party shall be liable for delays in its performance, or failures to perform, hereunder due to strikes, riots, war, fire, acts of God, labor disputes, delays caused by the other party, weather, inability to secure labor or materials, revocation, suspension, denial or modifications of any necessary permit, license or approval or other matters beyond the reasonable control of the affected party as long as such party is taking steps to resume performance.

- 15. WARRANTY DISCLAIMER. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES ARE PROVIDED “AS-IS”, AND NEITHER WE NOR ANY OF OUR RESPECTIVE LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES. EFR AND THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. EFR AND THEIR LICENSORS DO NOT REPRESENT OR WARRANT THAT THE SERVICES: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

- 16. LIMITATION OF LIABILITY. IN NO EVENT SHALL EFR AND/OR THEIR LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, COSTS, DAMAGES, AND CLAIMS ARISING OUT OF OR RELATED TO DATA SECURITY INCIDENT(S), LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF EFR OR THEIR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EFR’S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO EFR BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

- 17. INDEMNIFICATION.

17.1 BY EFR TO CUSTOMER. EFR agrees to defend and hold Customer, its officers, directors, shareholders, employees and agents harmless from any and all losses, costs, expenses (including reasonable attorney fees), causes of action, causes of suit, claims, demands, damages, awards and other liabilities which any such indemnitee may incur or which may be asserted against it as a result of EFR's collections activity under this agreement; provided, however, that Customer warrants and guarantees that the information furnished to EFR is accurate and complies with all state and federal laws.

17.2 BY CUSTOMER TO EFR. Customer agrees defend and hold EFR, its officers, directors, shareholders, employees and agents harmless from any and all losses, costs, expenses (including reasonable attorney fees), causes of action, causes of suit, claims, demands, damages, awards and other liabilities which any such indemnitee may incur or which may be asserted against it related to all claims submitted to EFR, the accuracy of the information furnished to EFR and the use of the Software; provided, however, that EFR warrants and guarantees that the billing services provided on behalf of Customer comply with industry-standard best practices and comply with all state and federal laws.

18. NONINTERFERENCE. During this Agreement and for two (2) years thereafter, neither party will, without the express consent of the other party: (a) hire or use the services of any person who was an employee or independent contractor of either party while this Agreement is in effect, or encourage or counsel any such person to leave either party's employ; (b) provide any competing services to or solicit any competing business from any person or entity who was a customer of either party, or to whom either party has submitted any business proposal, while this Agreement is in effect; or (c) be an officer, director, employee or agent of, or own any interest in, or provide any advice or assistance to any person or entity that engages in any of the foregoing. The foregoing will not apply to any person or client once s/he or it has ceased to provide or receive services to or from either party for a period of one (1) year or longer, nor will it be deemed to prohibit either party from accepting employment with any customer of either party, provided such employment does not relate to any product or service provided by either party to such customer (or to the subject matter of such product or service).

19. GENERAL PROVISIONS.

19.1 Governing Law and Jurisdiction. This Agreement shall be construed under the laws of the State of Washington, without regard to its principles of conflicts of law. In the event any litigation arises out of this Agreement, the parties agree that such case shall be heard exclusively in the federal and state courts in Pierce County, Washington. Customer waives an objection on the basis of inconvenient forum or otherwise.

19.2 Relationship. This Agreement does not make either party the employee, franchisee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.

19.3 Entire Agreement. This Agreement, along with the Exhibits attached and incorporated in this Agreement, constitutes the final, complete, and exclusive understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party to this Agreement.

19.4 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by an authorized representative of each party to this agreement party hereto.

19.5 Assignment of Agreement. Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of EFR. Any prohibited assignment shall be null and void. EFR may transfer its rights and obligations hereunder to any company or other legal entity that is controlled by, controls or is under common control with EFR. EFR may retain subcontractors to perform the Services.

19.6 Severability. In the event that any of the terms of this Agreement are in conflict with any applicable rule of law or statutory provision or otherwise unenforceable under applicable laws or regulations of any government or

subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

- 19.7 Counterparts.** This Agreement shall be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof. Any translation of this Agreement into any other language shall be for convenience purposes only and shall not be binding on any party.
- 19.8 Delay or Omission Not Waiver.** No delay or failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 19.9 United Nations Convention of Contracts.** The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded
- 19.10 Controlling Language.** This Agreement is written in English (US), and English (US) is its controlling language
- 19.11 Capitalized Terms.** Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings.
- 19.12 Waiver of Breach.** The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach
- 19.13 No Third Party Beneficiaries.** No entities not a party to this Agreement shall be deemed third party beneficiaries hereunder.
- 19.14 Binding Effect.** The signatories to this Agreement each represent that each has the Authority to bind such party to the terms and conditions set forth herein. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the parties.
- 19.15 Construction.** This Agreement shall not be construed for or against any Party, regardless of its drafter.
- 19.16 Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe the provisions.

THIS AGREEMENT is executed as of the day and year first above written.

EF RECOVERY LLC

CUSTOMER

Signature 

Signature _____

Name Sam Wright

Name _____

Title General Manager

Title _____

Date June 30, 2023

Date _____

EXHIBIT A DESCRIPTION OF EF RECOVERY’S SERVICES, BILLING OPTIONS AND COSTS “ENHANCED SERVICE PLAN”

- 1. SERVICES.** The following represents the complete scope of services to be provided by Customer and EFR in connection with this Agreement.
 - Customer will give EFR access to its fire reporting system, if any.

- Customer will install and use the CM Mobile Application or the EFR Billing Module of My Fire Rules or provide all required incident response information electronically or in writing to EFR.
- EFR, utilizing information provided by customer will create a claim in its entirety, using a reimbursement cost schedule provided to EFR by Customer. EFR shall calculate an initial Total Claim Amount.
- Customer will review each claim, make any corrections (including a change to the Total Claim Amount, if applicable) and approve claim using Internet-based software created by EFR.
- If EFR determines that there is insufficient incident data such that reimbursement of a claim is unlikely, EFR will refer the incomplete claim back to the Customer with a request for additional information. If Customer does not provide the additional information within ninety (90) days after the claim is referred back, the claim will expire and will be removed from the claims management software.
- Customer agrees to respond to EFR requests about incomplete claim information or action requests at a minimum of once per week.
- If EFR determines that there is sufficient incident data that reimbursement is likely, EFR will submit the claim to the Liable Party and seek reimbursement per the contact method(s) specified in this Exhibit A.
- EFR will make best efforts to seek reimbursement on each claim submitted to a Liable Party using methods and experience consistent with a billing agency. Customer expressly acknowledges and agrees that EFR is not a legal representative of Customer, is not trained to dispute claims on a legal basis and is not a collections agency. As such, EFR's actions with respect to denied claims specifically precludes legal arguments, aggressive follow-up or excessive number of collection attempts.
- If a settlement offer is made by the Liable Party to pay less than the Total Claim Amount, Customer will determine, at its sole discretion, whether to accept the settlement offer.
- EFR will submit funds to Customer pursuant to the terms of this Agreement.

2. CLAIM INFORMATION REQUIRED FROM CUSTOMER. Customer acknowledges and agrees to provide the following minimum information about each incident for which it seeks reimbursement.

- The name, address and identification (driver license number, property owner, etc.) of individual(s) involved in the incident. The minimum information required is all information on one involved party.
- Insurance information of individual(s) involved in the incident or the insurance information of the at fault party as determined by on-scene law enforcement. If insurance information is not provided, EFR will bill the individual(s) involved in the incident. Customer expressly acknowledges that collection rates for billing individual directly is significantly lower than collection rates for billing insurance carriers. The minimum information required is insurance information on one involved party. EFR will follow the Billing Options Customer selects in Section 7 of this Exhibit.
- Identification of property involved in the incident (License plate number and state of all involved vehicles, address of property, etc.).
- Date, time and incident location.
- Provide EFR with fire reporting system incident number, if utilized.
- A complete and descriptive narrative describing the details of the incident. EFR will provide guidance to Customer as to what constitutes a complete and descriptive narrative.

3. PROCESSING COST. Customer hereby agrees to pay EFR the Processing Cost, as defined in Exhibit B. The Processing Cost will be subtracted from the claim payment(s) received by EFR on behalf of Customer. Customer acknowledges that if it accepts a settlement offer on a claim, EFR remains entitled to collect the full Processing Cost, or a portion thereof, at its sole option.

4. UNCOLLECTED CLAIM COST. Customer hereby agrees to pay EFR the Uncollected Claim Cost, as defined in Exhibit B. The Uncollected Claim Cost will be subtracted from the claim payment(s) received by EFR on behalf of Customer. Reasons for considering a claim as uncollectible include, but are not limited to:

- Legitimate denial from an insurance company

City of Cosmopolis Fire Department
PO Box 2007 Cosmopolis,
WA, 98537-2007

To Whom It May Concern:

Effective June 30, 2023, City of Cosmopolis Fire Department signed an agreement with EF Recovery LLC authorizing them to recover expenses incurred from emergency response activities, such as motor vehicle accident and hazardous materials response and mitigation and other emergency response incidents by this department.

This letter serves as acknowledgement of such authorization to all responsible parties, their insurance companies and all government and law enforcement agencies and directs them to provide information and reports and payments as requested by EF Recovery on our behalf.

Respectfully,

Kyle Pauley
Mayor
City of Cosmopolis Fire Department

Collection Letter

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made as of the date shown below and between the following parties:

EF Recovery LLC	City of Cosmopolis Fire Department
P.O. Box 1852	PO Box 2007
Port Orchard, WA 98366	Cosmopolis, WA, 98537-2007
(“EFR”)	(the “Customer”)
Agreement Date: June 30, 2023	(“Effective Date”)

This Business Associate Agreement (“Agreement”) between EFR and Customer is executed to ensure that EFR will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of Customer in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D - Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. GENERAL PROVISIONS

- 1. Meaning of Terms. The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
- 2. Regulatory References. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
- 3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA. **B.**

OBLIGATIONS OF THE BUSINESS ASSOCIATE. EFR agrees that it will:

- 1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- 3. Report to Customer any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Customer without unreasonable delay but in no case later than 60 days after discovery of the breach.
- 4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of EFR agree to the same restrictions, conditions, and requirements that apply to EFR with respect to such information.
- 5. Make PHI in a designated record set available to Customer and to an individual who has a right of access in a manner that satisfies Customer's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request.
- 6. Make any amendment(s) to PHI in a designated record set as directed by Customer, or take other measures necessary to satisfy Customer's obligations under 45 CFR §164.526.
- 7. Maintain and make available information required to provide an accounting of disclosures to Customer or an individual who has a right to an accounting within 60 days and as necessary to satisfy Customer's obligations under 45 CFR §164.528.

- 8. To the extent that EFR is to carry out any of Customer's obligations under the HIPAA Privacy Rule, EFR shall comply with the requirements of the Privacy Rule that apply to Customer when it carries out that obligation.
- 9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by EFR on behalf of Customer, available to the Secretary of the Department of Health and Human Services for purposes of determining EFR and Customer's compliance with HIPAA and the HITECH Act.
- 10. Restrict the use or disclosure of PHI if Customer notifies EFR of any restriction on the use or disclosure of PHI that Customer has agreed to or is required to abide by under 45 CFR §164.522.
- 11. If Customer is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), EFR agrees to assist Customer in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Customer's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Customer agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Customer of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Customer of any threat of identity theft as a result of the incident.

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE. The specific uses and disclosures of PHI that may be made by EFR on behalf of Customer include:

- 1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Customer to its patients.
- 2. Preparation of reminder notices and documents pertaining to collections of overdue accounts.
- 3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Customer to its patients or to appeal denials of payment for the same.
- 4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that EFR has been engaged to perform on behalf of Customer.


D. TERM AND TERMINATION

- 1. The Term of this Agreement shall be effective as of the Effective Date and shall terminate on the date covered entity terminates for cause as authorized in paragraph 2 of this Section.
- 2. Customer may terminate this Agreement if Customer determines that EFR has violated a material term of the Agreement and EFR has been apprised of the violation in writing and has not cured the violation within thirty (30) days of said written notice.
- 3. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, it shall notify the other party and that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
- 4. Upon termination of this Agreement, EFR shall return to Customer or destroy all PHI received from Customer, or created, maintained, or received by EFR on behalf of Customer that EFR still maintains in any

form. EFR shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

THIS AGREEMENT is executed as of the day and year first above written.

EF RECOVERY LLC

Signature 
Name Sam Wright
Title General Manager
Date June 30, 2023

CUSTOMER

Signature _____
Name _____
Title _____
Date _____

Addendum 1
to EF Recovery Contract
(Addition of Law Enforcement Cost Recovery Billing)

Between; _____ and _____

EF Recovery LLC
PO BOX 1582
Port Orchard, WA 98366-1582
("EFR")

City of Cosmopolis
PO Box 2007
Cosmopolis, WA 98537
("Customer")

Changes to contract outlined below:

This addendum will allow the City of Cosmopolis to bill Cost Recovery services for both Fire departments and law enforcement activities with EF Recovery. City of Cosmopolis will provide access to the necessary information we need to collect such law enforcement cost recovery claims.

EF RECOVERY, LLC

CITY OF COSMOPOLIS

Signature _____
Name Sam Wright
Title General Manager
Date _____

Signature _____
Name _____
Title _____
Date _____

**CITY OF COSMOPOLIS
RESOLUTION NO. 2023-11**

A RESOLUTION setting sewer rates and charges, water rates and charges, stormwater rates and charges, and utility taxes and fees for utility services; and creating an effective date.

WHEREAS, Section 13.12.010 provides that the rates and charges for sewerage service shall be set by resolution of the City Council; and

WHEREAS, Section 13.44.010 provides that the rates and charges for water service shall be set by resolution of the City Council; and

WHEREAS, the City Council has recognized a need to amend the rates and charges for sewerage and water services; NOW THEREFORE,

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COSMOPOLIS, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1. The monthly base rate for sewerage services shall be set as follows:

Charge 1- Resident	\$66.53
Rate 2-Business	\$90.19
Restaurant	\$128.81
Cosmopolis School	\$386.60
Harbor Mobile	\$66.53 per active lot
Cosmo Fibers Sewer	\$4,831.79
River Run RV Park	\$386.60
River Run RV Park Addition	\$289.95

SECTION 2. The monthly base rate for water services shall be set as follows:

Charge 1 – ¾” Meter	\$29.59
Highlands Extra Meter	\$40.41
Charge 2 – 1” Meter	\$40.41
Outside City Limits	\$44.68
Cosmopolis School	\$84.55
Cosmo Fibers Water	\$555.90
Monthly usage Rate	\$0.06711 per cubic foot

River Run RV Park	\$84.55
River Run RV Park Addition	\$63.42

SECTION 3. The monthly rate for stormwater shall be set as follows:

The monthly stormwater rate for lots no greater than 20,000 square feet in size shall be \$7.60.

The monthly stormwater rate for large lots greater than 20,000 square feet in size shall be \$15.25.

SECTION 4. The fees and taxes for Utility Services shall be set as follows:

Utility Tax	13.5% of water & sewer charges
Temporary Turn-On (72 Hours)	\$50.00
Call-out Fee/Repair Service	\$20.00 (with two free occurrences per year)
After Hours Fee	\$150.00
Returned Check Fee First Occurrence	\$25.00
Returned Check Fee Second Occurrence	\$50.00
Delinquent Fee	\$10.00
Door Tag Fee	\$25.00
Re-Connection/Turn-On Fee	\$25.00
New Account Fee	\$30.00
Interest on Delinquent Accounts	1% per month/12% per year

SECTION 5. This resolution shall be effective on September 1, 2023.

PASSED AND APPROVED this 16th day of August, 2023.

Mayor

Attest:

Finance Director