

Agenda
Board of Wahkiakum County Commissioners
Regular Meeting
January 20, 2026
9:30 a.m.

Zoom - Meeting ID: **880 972 233** and Passcode: **Aux4SY**

<https://us02web.zoom.us/j/880972233?pwd=Zk93bUUwWGJlVnV5WXk3YlM4RDlFZz09>

Audio only via phone: 1-253-215-8782 / Meeting ID: **880 972 233** and Passcode: **721021**

Next Resolution No. 13-26

9:30 a.m. **Call to Order & Flag Salute**
9:32 a.m. **Approval of Regular Meeting Agenda**

9:33 a.m. **Consent Agenda**

All matters listed within the Consent Agenda have been distributed to each member of the Board of Wahkiakum County Commissioners for reading and study, are considered routine, and will be enacted by one motion of the Board with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- A. Special Meeting Minutes of January 16, 2026
- B. Regular Meeting Minutes of January 13, 2026
- C. Resolution No. 13-26 a resolution authorizing the expenditure of funds from the Emergency Medical Services Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$10,315.20
- D. Resolution No. 14-26 a resolution authorizing the expenditure of funds from the County Properties Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$1,071.29
- E. Resolution No. 15-26 a resolution authorizing the expenditure of \$9,490.00 from the Contingent Liabilities Cumulative Reserve Fund for the payment of workers compensation services
- F. Resolution No. 16-26 a resolution authorizing the expenditure of funds from the Electronic Communications Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$79,843.72
- G. Voucher Approval - \$232,912.05

9:35 a.m. **Public Comment**

(Per RCW 42.30.240, public comments on agenda topics, county programs and topics of concern are welcome during this portion of the meeting. Comments may be made in person or remotely via the Zoom platform. Please limit comments to three minutes per person.)

Review Commissioners' Calendars

9:40 a.m. **New Business**

- 1. Appointment to the Noxious Weed Control Board
- 2. Reappointments to the Johnson Park Advisory Board
- 3. Change in regular meeting dates of the Grays River Flood Control District per RCW 86.09.274
- 4. Letter of support for Cowlitz-Wahkiakum Council of Governments grant application to assess and address environmental concerns with the Johnson Park facility
- 5. Presentation and letter of support for WHEELhouse grant application ~ Ron Wright

- 9:50 a.m. **Public Works ~ Chuck Beyer, Director**
1. Revised Right of Way Procedures for the Washington State Department of Transportation
- 9:55 a.m. **IT Committee ~ Beau Renfro, Emergency Technology Coordinator**
1. Agreement with More Power for the Microsoft 365 Migration Project
- 10:00 a.m. **Health & Human Services ~ Chris Bischoff, Director**
1. Funding Agreement with COICE for Direct Client Support Services
- 10:05 a.m. **Commissioner Reports**

Adjournment

*Complete copies of the current Board of Commissioners meeting agenda packet can be viewed at the Board of Commissioners' office.
Partial agenda packets are posted on the county's website at <https://www.co.wahkiakum.wa.us/AgendaCenter>*

*This meeting is accessible to persons with disabilities.
Please call 360-795-8048 if you require special accommodations to participate in this meeting.*



Wahkiakum Board of County Commissioners

District No. 1 Commissioner: Lee Tischer

District No. 2 Commissioner: Daniel L. Cothren

District No. 3 Commissioner: Mark Letham

MINUTES

Board of Wahkiakum County Commissioners

SPECIAL Meeting

January 16, 2026

Chair Dan Cothren called the regular meeting of the Board of Wahkiakum County Commissioners to order on Friday, January 16, 2026, at 11:01 a.m. in the third-floor public meeting room of the Wahkiakum County Courthouse located at 64 Main Street in Cathlamet, Washington.

Present: Chair Dan Cothren, Commissioner Mark Letham, Commissioner Lee Tischer via Zoom, Clerk of the Board Beth Johnson.

New Business

Special Occasion Liquor License

The Wahkiakum Fair Foundation has applied for a Special Occasion Liquor License for their event on Saturday, January 17, 2026 from 3:00 p.m. to 10:00 p.m. at the fairgrounds, located at 16 Fairgrounds Road in Skamokawa. The applicants did not submit their application within the appropriate timeframe and the Liquor Control Board requires a letter of non-objection from the county. The Sheriff's Department advised that they have no objections to the applicant nor to the location.

It was **M/S/A** by Commissioners Letham and Cothren to approve of the Local Authority, Letter of No-Objection, for the Wahkiakum Fair Foundation's event on Saturday, January 17, from 3:00 p.m. to 10:00 p.m. at the fairgrounds. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Adjournment

With no further business to come before the board, the meeting was adjourned at 11:02 a.m.

Attest: _____
Elizabeth Johnson
Clerk of the Board

Approved: _____
Daniel L. Cothren
Chair of the Board



Wahkiakum Board of County Commissioners

District No. 1 Commissioner: Lee Tischer

District No. 2 Commissioner: Daniel L. Cothren

District No. 3 Commissioner: Mark Letham

MINUTES

Board of Wahkiakum County Commissioners

Regular Meeting

January 13, 2026

Chair Dan Cothren called the regular meeting of the Board of Wahkiakum County Commissioners to order on January 13, 2026, at 9:30 a.m. in the third-floor public meeting room of the Wahkiakum County Courthouse located at 64 Main Street in Cathlamet, Washington.

Present: Chair Dan Cothren, Commissioner Mark Letham, Commissioner Lee Tischer, Clerk of the Board Beth Johnson. Sheriff John Mason, Undersheriff Gary Howell, DEM Coordinator Austin Smith, Emergency Technology Coordinator Beau Renfro, Healthy Communities Specialist Dianna Zimmerman, Public Works Director Chuck Beyer.

Flag Salute

Chair Dan Cothren led the flag salute.

Regular Meeting Agenda

It was **M/S/A** by Commissioners Tischer and Letham approving the regular meeting agenda for January 13, 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Consent Agenda

It was **M/S/A** by Commissioners Tischer and Letham approving the consent agenda for January 13, 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved. The consent agenda contained the following items:

- A. Regular Meeting Minutes of January 6, 2026
- B. Resolution No. 06-26 a resolution authorizing the expenditure of funds from the Emergency Medical Services Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$1,747.72
- C. Resolution No. 07-26 a resolution authorizing the expenditure of funds from the County Properties Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$1,943.98
- D. Resolution No. 08-26 a resolution authorizing the expenditure of \$3,853.04 from the Contingent Liabilities Cumulative Reserve Fund for the payment towards an insurance deductible

- E. Resolution No. 09-26 a resolution authorizing the expenditure of \$8,671.00 from the Contingent Liabilities Cumulative Reserve Fund for payment of claims related to legal fees regarding environmental litigation
- F. Resolution No. 10-26 a resolution authorizing the expenditure of funds from the Electronic Communications Cumulative Reserve Fund for the payment of vouchers properly chargeable to said fund in the amount of \$660.00
- G. Voucher Approval - \$868,123.01
- H. Voucher Approval / Transfer Batch - \$11,576.44
- I. Voucher Approval / Transfer Batch - \$11,576.44
- J. Voucher Approval / Transfer Batch - \$96,373.80
- K. Voucher Approval / Transfer Batch - \$96,373.80

Public Comment

There were no public comments.

Sheriff

Service Level Maintenance Agreement with Communications Northwest for Radio Site Maintenance

It was **M/S/A** by Commissioners Tischer and Letham to approve of the Service Level and Maintenance Agreement as presented by Communications Northwest, with the funds being paid out of Fund 127, the Radio Communications Fund. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Public Works

Call for Quotes for Rock Products and for Asphalt Products

It was **M/S/A** by Commissioners Tischer and Letham to publish the notice to asphalt product suppliers and the notice to rock product suppliers. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Ductless Heat Pump Replacement for the Public Works Office

It was **M/S/A** by Commissioners Tischer and Letham to accept Felton Heating and Cooling quote of replacing the heat pump in the Public Works office in the amount of \$8,920.45, to be paid out of the Capital Improvement Plan Fund. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Resolution Adjusting Rates for the Disposal of Solid Waste at the KM Transfer Station

It was **M/S/A** by Commissioners Tischer and Letham to approve Resolution No. 11-26 a resolution adjusting the rates for the disposal of solid waste at the KM Transfer Station. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Resolution to Adopt the Capital Improvement Plan Project List for 2026-2027

It was **M/S/A** by Commissioners Tischer and Letham to approve Resolution No. 12-26 a resolution adopting the Wahkiakum County Capital Improvement Project List for the years 2026-2027. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Workforce Southwest Washington
Presentation: Workforce as an Economic Infrastructure: What it Means for Wahkiakum County

Ayssa Joyner, Senior Project Manager, and Nolan Yaws-Gonzalez, Associate Director of Programs, provided a presentation to the board on the Workforce programs.

Commissioner Report

Commissioner Cothren commented on landslide issues near East Valley Road and Wilson Creek.

Public Hearing
Ordinance to Create a Joint Public Development Authority (PDA) with Pacific County
Known as the Upper Grays River Community Forest

Chair Dan Cothren recessed the regular meeting at 10:03 a.m. to proceed into a public hearing; he then called for public comments.

Sandra Staples Borner spoke in favor of creating the Community Forest. Her comments included that it would provide county ownership of forestlands, more diverse watersheds and healthier streams. She further commented on the loss of public access to forestlands and that this project will hopefully improve public access over time.

Krist Novoselic commented that the Grays River Grange supports the Community Forest; he spoke in favor of a decentralized structure.

Commissioner Cothren commented that the goals of increased public access and revenue production will occur, but that it will not be immediate.

Cherie Kearney advised that she is retired from the Columbia Land Trust and is now contracting with the Columbia Land Trust to continue working on this community forest project. She noted that she has worked with Wahkiakum and Pacific County over the years to reconnect forests with communities and ensure continued revenues. Kearney spoke in support of community forests and commented on their increasing popularity. She further commented that grants are being sought to purchase property and that an initial property acquisition may happen within two years.

Shirely Rheault, commented in support of the project and that it would allow for a mechanism for the donation of private timberland. She also spoke in appreciation of Cherie Kearney and of the Columbia Land Trust and their efforts in this project.

Stephanie Sotka, online, requested clarification on the structure of the organization and who would have legal authority over the board and their documents. She also questioned when it would be final and questioned the operating budget.

Cherie Kearney noted that the attorneys from all three partnering entities worked together to develop the founding documents.

Cameron Kockritz, staff representative for Congresswoman Marie Gluesenkamp Perez, advised that congressional funding has not yet been passed this year.

Sandra Staples Bortner, commented that the group will pursue operational grants but there may also be a fundraising campaign by the board of the Public Development Authority.

Steve Manlow, Executive Director of the Lower Columbia Fish Recovery Board, commented that he strongly supports the project. His comments included that upstream forestlands are important for fish recovery and habitat and that he also supports the sustained revenue production of the project. In addition, he noted that the project will improve access to forestlands for recreational fishing.

A Pacific County resident commented in support of increased public access.

John Rua expressed concerns about public access and who will control it. Rua commented that his past experience with the Columbia Land Trust has been bad.

Commissioner Cothren reiterated that the goal is to get public access, but it may take some time to occur. The board of the PDA will control and manage the property. Cothren also commented on the county's history with the Columbia Land Trust, noting that mistakes were made in the past. However, Cothren noted that the county now has a good relationship with the Columbia Land Trust and that they have been valuable to the county through their lobbying efforts and their efforts in this community forest project.

Shirley Rheault commented on the board composition of the PDA, which would be comprised of six members, two from each county, one of which must be a county commissioner, and two representatives from the Columbia Land Trust.

Bill Fashing, Director of Cowlitz Wahkiakum Council of Governments, commented that he has seen community forests be successful elsewhere, including the Hood River Community Forest. He thinks this is a unique and great opportunity for the counties. He noted that public access is a long-term problem that will need to be worked on. He also spoke in support of the board structure for the entity.

Reconvene

With no further public comments, Chair Dan Cothren reconvened the regular meeting at 10:42 a.m.

Commissioners

Ordinance No. 173-26 to Create the Upper Grays River Community Forest, a Public Development Authority

It was **M/S/A** by Commissioners Tischer and Letham to approve Ordinance No. 173-26, an ordinance authorizing the creation of the Upper Grays River Community Forest, a Public Development Authority; and to sign the Interlocal Agreement with Pacific County and the Charter of the Upper Grays River Community Forest. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Board / Committee / Liaison Assignments

The commissioners reviewed their board and liaison assignments. Following discussion, the Board was in consensus to approve the appointment of prior Commissioner Gene Strong to the two Great Rivers Behavioral Health Boards: Great Rivers, LLC and Great Rivers Behavioral Health -ASO boards, with Commissioner Letham being the alternate to both boards. In addition, Commissioner Letham will assume the remainder of the assignments that belonged to prior Commissioner Gene Strong, including the IT Committee, the Fair Board, Cap Board, and the Grays River Flood Control District. Commissioner Letham will be alternate to the Health and Human Services Advisory Board and Commissioner Cothren will be alternate liaison to the Grays River Flood Control District and dredging / flooding issues on the west end.

Commissioner Reports

The Board continued their reports for the week. Commissioner Tischer advised that the legislative session has begun and he discussed several issues that the Washington State Association of Counties has identified.

Commissioner Cothren continued to discuss landslide and road issues in East Valley.

Adjournment

With no further business to come before the board, the meeting was adjourned at 11:02 a.m.

Attest: _____
Elizabeth Johnson
Clerk of the Board

Approved: _____
Daniel L. Cothren
Chair of the Board

WAHKIAKUM COUNTY VOUCHER APPROVAL

[illegible]

ATTESTED:

DATE: 12/31/2025 Batch-3

Commissioner, District # 1

Commissioner, District #2

Commissioner, District # 3

Auditor/Dep Auditor/Clerk of the Board

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 1-20-26
Presenter: BOCC / Noxious Weed Control Board

Subject	Appointment to the Noxious Weed Control Board
Background Information	The Noxious Weed Control Board currently has one vacancy and one expired term. The board member with the expired term, Lore Twiet, has submitted an application to be re-appointed to a new term on the board. There is still a vacancy in Weed District No. 1 / Deep River
Recommendation	
Alternatives	
Financial Impact	
Funds Available	
Action (Motion)	Move to appoint Lore Twiet to the Noxious Weed Control Board for a new four-year term, through December 31, 2029.

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 1-20-26

Presenter: BOCC

Subject	Reappointments to the Johnson Park Advisory Board
Background Information	Two board members have expired terms on the Johnson Park Board and they would like to be reappointed to new terms on the board.
Recommendation	
Alternatives	
Financial Impact	
Funds Available	
Action (Motion)	Move to re-appoint Denise Blanchard and Jamie Samms to the Johnson Park Advisory Board for new three-year terms, through December 31, 2028.

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 1-20-26
Presenter: BOCC / GRFCD

Subject	Grays River Flood Control District – Change of Regular Meeting Dates
Background Information	The Grays River Flood Control District passed Resolution 01-2026 to change their meeting date to the second Thursday of the month in order to avoid conflicts with Directors schedules. This change in regular meeting date must be approved by the County Legislative Authority per RCW 86.09.271 and 86.09.274. The meetings will now be the second Thursday of the month at 5:30 p.m. The location remains the same – Grays River Fire Hall, 8 Hull Creek Road in Grays River.
Recommendation	
Action (Motion)	Move to approve of the change in regular meeting date for the Grays River Flood Control District, with the new regular meeting date being the second Thursday of the month, at 5:30 p.m.

GRAYS RIVER FLOOD CONTROL DISTRICT

RESOLUTION NO: 1-2026

A RESOLUTION ADOPTING ANNUAL SCHEDULE OF MEETINGS

WHEREAS, the Directors of the Grays River Flood Control District desires to adopt the following annual schedule of meetings:

WHEREAS, Washington State RCW 86.09.274 states that, a change of meeting date requires consent of the county legislative authority of the county within which the the District is situated, and that the District must pass a resolution to that effect at a previous regular meeting of the board, enter such Resolution into the minutes thereof and post a notice of the change in a conspicuous public place at or near the place of business at least ten days prior thereto.

WHEREAS, all meetings are subject to the RCW 42.30, the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Grays River Flood Control, that:

1. **Location of the Meetings:** All in-person meetings shall be held at the Grays River Fire Hall, 8 Hull Creek Road, Grays River, WA, near the intersection of Washington State Route 4 West and Hull Creek Road. Remote meetings will be held via Zoom.

2. **Regular meeting:** With the exception of Special or Emergency Open Meetings, the Grays River Flood Control District will conduct regular monthly meetings during 2026. Regular monthly meetings shall be conducted on the second Thursday of the month unless the business of the Board dictates otherwise.

The meetings shall be at 5:30 P.M. unless otherwise noted. The purpose of these meetings shall be considering and acting on proceedings before the Board as well as its practice of informational and informal discussions of items of public issues and Board Business. It is the intent of the Board to continue to provide itself with flexibility in taking action on time-sensitive matters, and any matter may appear on the agenda of each form of meeting in the event administrative and time considerations may dictate.

The agenda will be posted/available at least twenty-four hours prior to the meeting at the Rosburg, WA Post Office.

3. **Special/Emergency Meetings** may be called by the Chair or a majority of the members upon twenty-four hours notice. The notice for a special meeting shall include

3. **Special/Emergency Meetings** may be called by the Chair or a majority of the members upon twenty-four hours notice. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained.

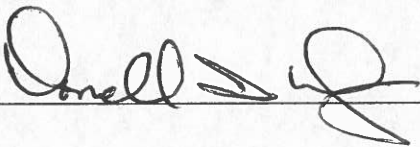
4. **Notice Requirement Met:** For the purposes of special meetings and emergency meetings notice requirements are met if notice of the date, time, place and agenda is posted at the Rosburg, WA Post Office.

5: **Cancellations and Different Meeting Times and Locations:** Meetings may be canceled or set at different times and locations than set forth herein. When possible, such changes should be announced at a prior meeting. When this is not possible, the notice of the cancelation or the different meeting time or location shall be posted at the Rosburg, WA Post Office.

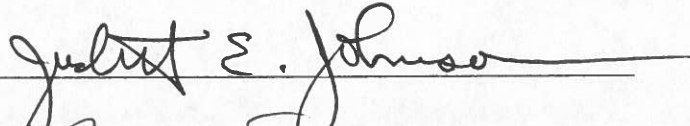
Grays River Flood Control District

Passed by the Board, Committee or Council Name this 14 day of JAN, 2026

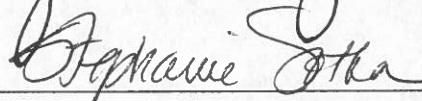
Donell Dyer, Director



Judith Johnson, Director



Stephanie Sotka, Director



RCW 86.09.271

Board of directors—Location of district office—Change of location.

The office of the directors and principal place of business of the district shall be located, if possible, at some place within the district to be designated by the board. If a place convenient and suitable for conducting district business and public hearings required by this chapter cannot be found within the district, the office may be located in the county within which the major portion of district lands is situated. The office and place of business cannot thereafter be changed, except with the previous written consent of the county legislative authority of the county within which the major portion of the district is situated, and without passing a resolution to that effect at a previous regular meeting of the board, entered in the minutes thereof and without posting a notice of the change in a conspicuous public place at or near the place of business which is to be changed at least ten days prior thereto and by the previous posting of a copy of the notice for the same length of time at or near the new location of the office.

[1985 c 396 s 59; 1965 c 26 s 7; 1937 c 72 s 91; RRS s 9663E-91. Formerly RCW 86.08.200.]

RCW 86.09.274

Board of directors—Meetings—Change of date.

The directors shall hold a regular meeting at their office at least once a year, or more frequently, on the date or dates the board shall designate in their bylaws, and may adjourn any meeting from time to time as may be required for the proper transaction of business: PROVIDED, That the day of the regular meeting cannot be changed, except in the manner prescribed herein for changing the place of business of the district.

[1985 c 396 s 60; 1937 c 72 s 92; RRS s 9663E-92. Formerly RCW 86.08.205, part.]

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 1-20-26

Presenter: BOCC

Subject	Letter of Support: Cowlitz-Wahkiakum Council of Governments (COG) Environmental Protection Agency Regional Assessment Coalition grant
Background Information	COG is applying for a grant to provide funding for an assessment of the Johnson Park school property.
Recommendation	
Financial Impact	
Funds Available	
Action (Motion)	Move to approve the letter of support for the Cowlitz-Wahkiakum Council of Government's EPA Regional Assessment Coalition grant application.



Wahkiakum Board of County Commissioners

District No. 1 Commissioner: Lee Tischer

District No. 2 Commissioner: Daniel L. Cothren, Chair

District No. 3 Commissioner: Mark Letham

P. O. Box 586
Cathlamet WA 98612
(360) 795-8048

January 20, 2026

Bill Fashing
Executive Director
Cowlitz-Wahkiakum Council of Governments
PO Box 128
Kelso, WA 98626

Dear Mr. Fashing

This letter acknowledges Wahkiakum County's support for an Environmental Protection Agency Regional Assessment Coalition grant application by the Cowlitz-Wahkiakum Council of Governments (CWCOG).

If funded, the County will consider an Assessment Coalition Memorandum of Agreement to further outline the County engagement in the effort. This MOU will outline the roles and responsibilities of the various parties involved in the Assessment Coalition.

The CWCOG will serve as the Lead Coalition Member under the grant request. The County is supportive of the application and how it might support the implementation of work within the county to address ongoing environmental concerns with the Johnson Park School facility.

Sincerely,

Dan Cothren, Chair

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 1-20-26
Presenter: WHEELhouse – Ron Wright

Subject	Letter of Support: WHEELhouse's grant application
Background Information	WHEELhouse is applying for a Department of Commerce Capital Capacity grant. Some of the grant funding would be used for costs associated with the University of Washington student project.
Recommendation	
Financial Impact	
Funds Available	
Action (Motion)	Move to approve the letter of support for the Capital Capacity Grant Application submitted by WHEELhouse Cathlamet.



Wahkiakum Board of County Commissioners

District No. 1 Commissioner: Lee Tischer

District No. 2 Commissioner: Daniel L. Cothren, Chair

District No. 3 Commissioner: Mark Letham

P. O. Box 586
Cathlamet WA 98612
(360) 795-8048

January 20, 2026

Washington State Department of Commerce

Re: Letter of Support for WHEELhouse Cathlamet – Capital Capacity Grant Application

To Whom It May Concern,

The Board of County Commissioners of Wahkiakum County supports WHEELhouse Cathlamet's application for a Washington State Department of Commerce Capital Capacity Grant.

WHEELhouse Cathlamet is a local nonprofit focused on improving coordination, planning, and shared capacity among cultural, historic, and community partners in Cathlamet and Wahkiakum County. This work aligns with our ongoing local and state efforts to strengthen heritage assets and long-range community planning.

The grant supports planning, technical assistance, and community engagement that benefit our county, local businesses, and nonprofits, and improves readiness for future capital investment. Our organization views WHEELhouse Cathlamet as a constructive partner that complements existing initiatives.

We will make our staff and facilities available as needed to support this project.

Sincerely,

Daniel L. Cothren, Chair

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: January 20, 2026

Presenter: Paul Lacy, County Engineer and Chuck Beyer, Public Works Director

Subject	Right of Way Procedures
Background Information	The County needs to have a written procedure for acquiring right of way using federal funds. We will be using federal funds to acquire right of way for the federally funded Wilson Creek Bridge East Valley Road project. We also need an Agency's Waiver Valuation if we do not want to pay for a formal appraisal of the property. On small acquisitions the appraisal can cost more than the right of way. The board approved the procedures in November, but they were not acceptable to WSDOT. We need to include an Administrative Settlement Policy. We have added the Administrative Settlement Policy copied from the City of Camas Washington. Now we need a new signature.
Recommendation	A motion to approve and sign the Right of Way Procedures and the Agency's Waiver Valuation and add Exhibit A – Agency's Administrative Settlement Policy
Alternatives	Take no action
Financial Impact	If we do not establish these procedures we will need to fund the right of way acquisition with county funds.
Funds Available	There is no cost for this action
Action (Motion)	Move to approve of the Chair's signature on the Right of Way Procedures, including Exhibit A, Administrative Settlement, and Exhibit B, Agency's Waiver Valuation.

Right of Way Procedures

The Wahkiakum County (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies outlined in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG) Manual.

1. Below is a list of Agency staff, by name and position titles, who are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provide a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.
 - a. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:
 - i. **PROGRAM ADMINISTRATION:**
Oversee the delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are conducted in compliance with federal and state laws, regulations, policies, and procedures.
Responsibilities/Expectations:
 - Ensures the Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff.
 - Oversight of ROW consultants.
 - Ensure that the hired consultants meet the minimum requirements outlined in ROW Manual Chapters 2 & 8 and Chapter 3 for Appraisal and Appraisal Review.
 - Use of consultant contract approved by WSDOT
 - Management of ROW contracts
 - Management of ROW files
 - Reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
 - Sets Just Compensation before offers are made.
 - Oversight and approval of Waiver Valuations per policy.
 - Oversight and approval of Administrative Settlements per policy.
 - Ensure that Administrative Settlements are reviewed and accepted by the Local Agency Coordinator prior to final signature.
 - Ensure the Agency has a relocation appeal process before starting relocation activities.
 - Obligation authority for their Agency.
 - Obtain permits (Non-Uniform Relocation Act (URA)).
 - Ensures there is a separation of functions to avoid conflicts of interest.

- Verifies whether ROW is needed and that the property rights and/or interests needed are sufficient to construct, operate, and maintain the proposed projects. See LAG Appendix 25.171, 25.1726, and the No ROW Checklist (LPA-008).

Paul D. Lacy P.E.,P.L.S.,M.P.A. County Engineer

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff or consultants who meet the requirements outlined in ROW Manual Chapter 3 to perform appraisal work.
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase).
- Prepare Waiver Valuation.
- Obtain specialist reports.
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management.

Contract with a qualified consultant

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the Agency to ensure they are adequate and reliable, have reasonable supporting data, and approve appraisal reports. Ensure appraisals are adequately supported, represent fair market value and applicable costs to cure, and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff or consultants that meet the requirements outlined in ROW Manual Chapter 3 to perform appraisal review work.
- Ensures project-wide consistency in approaches to value, use of market data, and costs to cure.
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management.

Contract with a qualified consultant

iv. **ACQUISITION:**

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff/consultants to perform acquisition activities for real property or real property interests, including donations.
- Staff and consultants must meet the requirements outlined in ROW Manual Chapters 2 & 8
- To avoid a conflict of interest, when the acquisition function prepares a Waiver Valuation, only acquires property valued at \$15,000 or less.
- Provide and maintain a comprehensive written account of acquisition activities for each parcel.
- Prepare Waiver Valuation justification and obtain approval.
- Prepare Administrative Settlement and obtain approvals.
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase).
- Review title and recommend and obtain approval for acceptance of encumbrances.
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports.
- Provide a negotiator disclaimer.
- Maintain a complete, well-organized parcel file for each acquisition.
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management.

Contract with a qualified consultant

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Only qualified staff/consultants are used to perform relocations that meet the requirements outlined in ROW Manual Chapters 2 & 8.
- Prepare and obtain approval of relocation plan before starting relocation activities.
- Confirm relocation appeal procedure is in place.
- Provide required notices and advisory services.
- Make calculations and provide recommendations for the Agency approving authority before making payment.
- Provide and maintain a comprehensive written account of relocation activities for each parcel.

- Maintain a complete, well-organized parcel file for each displacement.
- Ensure occupants and personal property are removed from the ROW.
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management.

Contract with a qualified consultant

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure the control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensure that property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Only qualified staff/consultants are used to perform property management that meets the requirements outlined in ROW Manual Chapters 2 & 8.
- Account for use of proceeds from the sale/lease of property acquired with federal funds on other Title 23 eligible activities.
- Keep ROW free of encroachments.
- Obtain WSDOT/FHWA approval for a change in access control along the interstate.
- Maintain property records.
- Ensure occupants and personal property are removed from the ROW.
- Maintain a complete, well-organized property management file.
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management.

Charles Beyer, Public Works Director, Wahkiakum County

- Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions must work closely with its Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. The LAC will perform spot-check reviews on selected federal aid or federal aid-eligible projects. **The LAC must be given an opportunity to review all offers and supporting data before offers are made to the property owners.** The number of spot-check reviews depends on the project scope, the complexity of acquisitions, the local agency's level of experience, and past performance. Spot check reviews may not be required on all projects, but will lessen the risk of delays during ROW Certification. The LAC may request additional information or parcel files to ensure local agency compliance.
- The Agency's Administrative Settlement Procedures, indicating the approval authorities and the procedures involved in making administrative settlements, need to be included with these procedures (see Exhibit A).
- An Agency wishing to take advantage of the Waiver Valuation process for properties valued up to \$35,000 or less must complete Exhibit B of these procedures.

2. All projects shall be available for review by the FHWA and Local Programs ROW at any time, and all project documents shall be retained and available for inspection during the plan development, ROW, and construction stages and for three years following Local Programs' acceptance of the projects.
3. Local Programs ROW may rescind its approval of the agency's procedures at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may apply to all or part of the approved functions.

Daniel Cothren, Wahkiakum County Board
of Commissioners Chairman.

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

EXHIBIT A
Agency's Administrative Settlement Policy

- I. Negotiation results regarding offer(s) to purchase proposed acquisition area(s) from the subject property owners and to be discussed with Paul D. Lacy, PE/PLS, Wahkiakum County Engineer.
2. The resulting administrative settlement(s) will be determined and authorized by Paul D. Lacy PE,PLS Wahkiakum County Engineer.
3. Proposed administrative settlement(s) that exceed \$5,000 shall require approval of the Wahkiakum County Board of Commissioners.

Daniel Cothren, Wahkiakum County Board
of Commissioners Chairman

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

EXHIBIT B

Agency's Waiver Valuation

The Wahkiakum County, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C, 49 CFR Part 24, and State directives, and desiring to take advantage of the waiver valuation process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple, has a low fair market value, and the compensation estimate (including the cost to cure items) and the estimated property value are under \$35,000.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers of \$15,000 or less.
- C. The Agency must inform the property owner(s) that an appraisal has not been completed on the property for offers over \$15,001 and up to \$35,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in preparing the Waiver Valuation, as no review is mandated, the preparer needs to ensure that the compensation is fair and that all the calculations are correct.

Procedures

- A. A Waiver Valuation is prepared using comparable sales found and verified during preparation.
- B. The Waiver Valuation is approved by the Agency staff listed under Program Administration within these Right of Way Procedures. Once the local agency coordinator has completed a spot check for the project, an offer to the property owner(s) is authorized upon signature.

No minimum payment policy

Daniel Cothren, Wahkiakum County Board
of Commissioners Chairman

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

EXHIBIT C
Relocation Appeal Procedures

Not Applicable

Daniel Cothren, Wahkiakum County Board
of Commissioners Chairman

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Cover Page

BOARD OF WAHIAKUM COUNTY COMMISSIONERS

Meeting Date: 1/20/2026

Presenter: Beau Renfro, Emergency Technology Coordinator, WCSO

Subject	Request BOCC signature on Quote Number: QWSQ11757 to complete the Commercial to Microsoft Office 365 Government Community Cloud Email migration per the Bid response provided on 12/23/2025 in the amount \$35,967.47
Background Information	I was asked to assist the county in the purchasing process to solicit a vendor to facilitate this needed migration work. On 12/2/2025 the BOCC approved me publishing this BID and on 12/23/2025 3 bids were opened publicly. And on 1/6/2026 BOCC selected More Power Technology Group as the successful BIDDER.
Recommendation	Sign the Quotation number WQSQ11757 as presented by More Power Technology Group's in the amount of \$35,967.47 including tax.
Alternatives	N/A
Financial Impact	I am recommending this be paid for out of the Electronic Cumulative reserve Fund.
Funds Available	
Action (Motion)	Move for Chairs Signature on the Quotation Number QWSQ11757 as presented by More Power Technology Group in the amount of \$35,967.47 including Tax, to be paid out of the Electronic Cumulative reserve fund.

MORE POWER

TECHNOLOGY GROUP

Email Tenancy Migration Project

Quote Number: QWSQ11757

Expiration: 3/24/2026

Prepared For:

Beau Renfro

Wahkiakum County

Presented By:



Amber Pompella
Inside Sales Associate

888-556-8049

503-556-8105

apompella@morepowertech.com

12/23/2025

Dear Beau,

County departments are managing sensitive records and daily operations within a Microsoft 365 Commercial tenancy that was not designed for the heightened obligations of public sector compliance. As services expand across justice, health, finance, and public safety, the County must ensure its collaboration, identity, messaging, and data governance platforms meet the appropriate federal and state requirements while sustaining continuity for staff and constituents.

Remaining in the current tenancy risks avoidable audit findings, complex workarounds, and rising operational overhead. Law enforcement workflows can be disrupted by limited alignment with Criminal Justice Information Services controls. Health and Human Services teams may face uncertainty around business associate obligations and incident response procedures. Finance and records offices encounter challenges preserving chain of custody, retention, and discovery across departments. These pressures compound during budget cycles and election seasons when service reliability and transparency are most visible to the public.

More Power Technology Group proposes an orchestrated migration from Microsoft 365 Commercial to Microsoft 365 Government Community Cloud that is tailored to the County's multi-department environment and compliance posture. We will establish and configure the target GCC tenant, validate identity and domain strategy, map licensing, and implement conditional access and multi-factor authentication. We will execute cross-tenant migrations for Exchange Online, OneDrive, SharePoint Online, and Microsoft Teams, and will align retention, data loss prevention, eDiscovery, audit logging, and encryption to County policy.

Our approach uses a pilot cohort to prove coexistence, followed by a carefully staged cutover that preserves mail flow, Teams collaboration, line-of-business integrations, and endpoint management through Microsoft Intune. Throughout the project we will document chain of custody, maintain US-only handling consistent with the GCC service model, and deliver training and hypercare for end users and administrators. This plan reduces risk, meets the County's compliance goals, and provides a clear path to modern collaboration without disrupting daily operations.

At More Power, our team has extensive experience delivering government cloud transitions for counties and municipalities with CJIS requirements, HIPAA business associate obligations, and FedRAMP Moderate controls. We understand how to engage elected officials, department heads, and front-line staff to keep operations moving while the platform changes beneath the surface. We welcome the opportunity to align our project governance with your RFP requirements, provide references, and finalize a schedule that meets your target milestone dates.

Upon notice of intent to award, we will host a kickoff to confirm scope, roles, and timelines, complete tenant provisioning and domain validation, and begin pilot migrations. We will

provide weekly status communications, risk and issue tracking, and a post-cutover review with training materials and administrator runbooks. Our goal is a quiet migration, a stronger compliance posture, and a modern foundation the County can trust.

You can review and approve this quote proposal through our online sales portal. Please reach out if you have any questions.

Best Regards,

Amber Pompella

(888) 556 - 8049

apompella@morepowertech.com



Project Scope – Objectives and Deliverables:

1. Phase 1: Discovery & Planning (Days 1-10)
2. On-site discovery assessment and infrastructure review
3. Current state documentation (mailbox sizes, SharePoint inventory)
4. Risk assessment and mitigation plan
5. Detailed migration plan and Work Breakdown Structure (see Addendum A)
6. Phase 2: Environment Preparation (Days 11-25)
7. GCC tenant configuration with CJIS-compliant security baseline
8. DNS record configuration, DMARC/DKIM/SPF implementation
9. Entra ID configuration and directory sync setup
10. Enterprise Application integrations (~50 apps)
11. Phase 3: Pre-Migration & Training (Days 26-40)
12. Pilot migration testing with select users
13. End-user documentation and training sessions
14. Pre-migration data validation and coexistence config
15. Phase 4: Migration & Cutover (Days 41-50)
16. License assignment (148 G3, 10 G5)
17. Exchange mailbox migration (~457GB)
18. SharePoint/OneDrive/Teams migration
19. Weekend cutover execution and DNS cutover
20. Phase 5: Post-Migration Support (Days 51-60)
21. On-site support during first week
22. IT staff administration training
23. 30 days post-deployment support

Client Prerequisites:

1. Access to Microsoft credentials.
2. Access to software licensing for Microsoft 365 GCC tenancy migration.
3. Access to network, and relevant hardware and/or software.
4. Coordination with point-of-contact for migration.

Schedule:

1. Proposed Start & Completion Date: To be scheduled with the MPTG Project Manager.

Out-of-Scope Requests:

1. Requests for additional hardware, software or services will be treated as separate from this Statement of Work and will be scheduled and billed separately from this project.
2. Low-voltage cabling is not part of MPTG services. A low-voltage electrician will be required for any structural cabling changes. Please consult with MPTG during any discussions with electricians.

Warranties:

1. All hardware will be covered under the existing manufacturer's warranty.
2. All labor will be warranted for a period of 14 days following completion of work.

Contacts:

1. Client Main Contact: Beau Renfro
2. MPTG Project Contact: Karl Solid – ksolid@morepowertech.com | 888-556-8049

Completion Criteria:

The following criteria shall be used to determine completion of the project:

1. MPTG has completed the list of tasks, objectives, and deliverables as listed above.
2. The client has signed for completion of the project.
3. The client prematurely terminates the project.

Payment Terms:

1. All hardware and software will be invoiced with payment due upon receipt of invoice.
2. **Payments not received within 14 days of acceptance of this quote will result in cancellation of the order.**
3. All fees and services will be invoiced with payment due upon receipt of invoice.
4. Labor charges will be invoiced with payment due upon receipt of invoice at the completion of the project or monthly as hours are expended towards the project.

Other Terms and Conditions:

1. All equipment and locations necessary to perform the proposed tasks will be in-place and accessible by MPTG between 9:00 am and 5:00 pm Monday through Friday, or as otherwise scheduled and agreed to by both parties.
2. Delays caused by the unavailability of Client personnel, facilities, or equipment that affect the implementation schedule may result in additional labor costs to the Client.
3. Neither party will hold the other responsible for delays caused by circumstances beyond their control.
4. All work is to be performed between the hours of 9:00 am and 5:00 pm Monday through Friday excluding recognized holidays, or as otherwise jointly scheduled.
5. Labor charges may increase should the Client require work to occur outside the hours stated above.
6. MPTG will not be responsible for physical damage or hardware failure that may occur to existing equipment while conducting this work.
7. MPTG staff will not move equipment weighing over 70 pounds unless explicitly listed in Project Scope.



Prepared For:

Beau Renfro
Wahkiakum County
renfro@co.wahkiakum.wa.us
(360) 795-7878
64 Main Street
Cathlamet, WA 98612

QUOTE #	QWSQ11757
PRESENTED	12/23/2025

PO Number	Payment Terms	Valid Through
TBD	Due on Receipt	Mar 24, 2026

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

Products	Qty	Ext. Price
BitTitan MigrationWiz User Bundle	158	\$2,765.00
Labor	Qty	Ext. Price
14.29% Discount to Guaranteed Labor Rate (M-F 8-5) @ \$150/hr		-\$1,000.00
18.92% Discount to Guaranteed Labor Rate (M-F 8-5) @ \$150/hr		-\$2,800.00
9.09% Discount to Guaranteed Labor Rate (M-F 8-5) @ \$150/hr		-\$900.00
Labor Charges - Flat Fee		\$30,600.00

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

Agreement Start: _____

Signature: _____

Date Signed: _____

Solution Subtotal	\$33,365.00
Sales Tax	\$2,602.47
Shipping	\$0.00
Grand Total	\$35,967.47

Master Services Agreement

This Agreement is by and between More Power Computers, Inc (dba More Power Technology Group) (PROVIDER) and the CLIENT. For and in consideration of the mutual agreements contained herein, the parties hereto agree as follows:
WHEREAS: PROVIDER is a provider of certain technical, consulting, cloud, data security, and telecommunications-related services; and
WHEREAS: CLIENT desires to engage certain services of PROVIDER, as described in this Agreement, or Service Ticket or Tickets;
NOW, THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, the parties agree as follows:

Requested Work - PROVIDER shall perform work within the scope of a Service Ticket. CLIENT agrees to pay PROVIDER as invoiced for PROVIDER's time and any materials PROVIDER deems necessary to perform any work requested by CLIENT or CLIENT's authorized employees or agents, at the rates described below.

Billing Rates - The rate for billable service is determined by the day and time the CLIENT requests that the work be performed. These rates apply to all work performed on CLIENT's behalf, regardless of the location of the work performed, or whether performed in person or remotely by telephone, remote-control software, or other method of remote assistance. PROVIDER will select at its sole discretion the appropriate billing rate for a given billable time entry.

PROVIDER's billing rates and hours of business at any given time are described in the latest version of the document Standard Service Rates and Hours, and are subject to change at PROVIDER's discretion, at any time without prior notice. The current version of this document is available upon request by CLIENT.

Travel - If work is performed at a client's location, PROVIDER will charge for travel time to and from the customer's site, as determined by PROVIDER on an individual case basis. This travel time is considered part of the service and is billed at the same rate.

If work is performed at a site whose driving distance from PROVIDER's main location is greater than the LOCAL TRAVEL LIMIT as specified by the Service Ticket under which work is performed (or 50 miles if not specified), the CLIENT agrees to pay a non-local travel charge equal to the NON-LOCAL TRAVEL RATE as specified by the Service Ticket (or \$2 per mile if not specified).

Ability to Provide Services - The services described herein may be dependent on certain supporting services purchased by PROVIDER from third-parties. Should the supporting services become unavailable or significantly change in cost, PROVIDER may replace the services described here with functionally equivalent services or discontinue services having given CLIENT no less than 60-days notice.

Amendment - No supplement, modification, Schedule, Amendment, or Service Order to this Agreement shall be valid, unless the same is in writing and signed by all parties hereto.

Waiver - No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Severability - In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

Authority and Indemnity - PROVIDER and CLIENT each represents that they have full authority to deliver to the other party and grant the other party the right to use in connection with the Services to be provided under this Agreement, all software, hardware, and third-party services to be used in association with the services provided hereunder. PROVIDER and CLIENT shall each indemnify the other against any claim, cost, loss damage and expense incurred as the result of the indemnified party's possession or use of such software and hardware provided by the indemnifying party under the terms of this Agreement.

Fees and Payment - CLIENT agrees to pay all fees specified on each Service Ticket. All payments shall be made in US Dollars and will be due on CLIENT's receipt of the applicable invoice. PROVIDER may bill in advance for any recurring service. CLIENT shall be responsible for all taxes, withholdings, duties, and levies arising from the services. Any amount payable pursuant to this Agreement and not paid within thirty (30) days after the date of the invoice for said amount shall be delinquent and shall

bear interest at the rate of 1.5% (or the maximum legal rate if less) for each month or portion thereof it is delinquent. Client shall pay all such interest, as well as all costs and reasonable attorneys' fees incurred by PROVIDER in the collection of such delinquent sums. PROVIDER shall have the right to suspend performance of any and all services if CLIENT has failed to pay any invoice within thirty (30) days of receipt. Suspension of services for such non-payment under this provision shall not relieve CLIENT from responsibility to pay for all services as invoiced.

All payments shall be made to More Power Technology Group, Attention: Accounts Receivable, PO Box 1355, Rainier, OR 97048.

Expenses - CLIENT shall reimburse PROVIDER as invoiced for all incidental costs incurred by PROVIDER in rendering the Services, including, but not limited to, reasonable travel and lodging expenses, shipping fees, parking fees and long-distance fees, and any expenses for third-party equipment, parts, or services.

PROVIDER reserves the right to modify the terms and conditions of the Services to reflect market conditions, including charges, upon reasonable prior notice to Customer.

Restocking Fee - In the event CLIENT orders products or merchandize as part of a Sales Quote or Scope of Work document and later declines to accept said product or merchandise the CLIENT will be subject to a restocking fee of 20% of the purchase price to compensate MPTG for costs associated with return of the product or merchandise.

Estimates - Any fee estimates provided for work to be billed on an hourly or daily basis are for informational purposes only; CLIENT agrees to pay for the actual services provided by PROVIDER at the rate and in the quantity as invoiced by PROVIDER.

Times and Time Zone - All times of day in this Agreement are to be interpreted under Pacific Time respecting Daylight Savings Time, unless otherwise specified.

Governing Law and Venue - This Agreement and the rights of the parties hereunder shall be governed, construed, and enforced in accordance with and by the laws of the State of Washington and the United States of America, without regard to its conflict of law principles. Any suit or action arising out of or in connection with this Agreement, or any breach thereof, shall be brought and maintained in the federal or state courts in Cowlitz County, Washington. The parties hereby irrevocably submit to the jurisdiction of such courts for the purpose of such suit or action and hereby expressly and irrevocably waive, to the fullest extent permitted by law, any objection it may now or hereafter have to the venue of any such suit or action in any such court and, any claim that any such suit or action has been brought in an inconvenient forum.

Assignment - CLIENT shall not assign its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed a material breach of this Agreement. In other words, CLIENT understands that this Agreement is non-assignable.

Force Majeure - If the performance of any part of this Agreement by either party is prevented, hindered, delayed, or otherwise made impracticable or impossible by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent it is prevented, hindered, or delayed by such causes.

Attorney's Fees - If any action in law or in equity is necessary to enforce the terms of this agreement, including any such appeal, the prevailing party will be entitled to reasonable attorney fees in addition to any other relief to which such prevailing party may be entitled.

Non-solicitation - CLIENT, its principles, employees and/or agents agree that during engagement with PROVIDER under this Agreement and for a period of three (3) years after termination of this Agreement, CLIENT or any of its principles and/or employees will neither recruit nor solicit employees of the PROVIDER to leave their employment with PROVIDER or go to work for any other company or entity in competition with PROVIDER, without the prior written consent of PROVIDER. The parties agree that the extensive damages resulting from CLIENT's breach of this provision would be difficult to ascertain and therefore

agree that violation of this provision will result in CLIENT immediately paying PROVIDER (as liquidated damages) an amount equal to two hundred (200) percent of the solicited person's annual compensation. The parties agree that the amount of liquidated damages contained herein is not intended as a penalty and is reasonably calculated to reimburse PROVIDER for the expenses and potential business loss created by the breach of this provision, including without limitation expenses incurred to identify, recruit, hire, and train suitable temporary and/or permanent replacement(s) for personnel.

Warranties - MORE POWER COMPUTERS WARRANTS THAT: (I) ITS PERSONNEL ARE ADEQUATELY TRAINED AND COMPETENT TO PERFORM THE SERVICES, AND (II) THE SERVICES SHALL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE SERVICE ORDER/SOW AND THIS MSA. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 9.1, MORE POWER COMPUTERS (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "MORE POWER COMPUTERS PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE PRODUCTS, SERVICES OR CUSTOMER REPORTS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR NON-INFRINGEMENT. CUSTOMER UNDERSTANDS THAT MORE POWER COMPUTERS' SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CUSTOMER'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK.

To receive warranty remedies, CLIENT must report deficiencies in the Services to PROVIDER within ten (10) days after receipt of invoice for the work in dispute. For any breach of the warranty contained in this section, CLIENT's sole and exclusive remedy, and PROVIDER's entire liability and obligation, shall be the re-performance of the Services related to such original support request.

Disclaimer - Except as expressly stated herein, the parties make no other warranties, express or implied, including, without limitation, any implied warranties of merchantability and/or fitness for a particular purpose, concerning the subject matter of this Agreement.

CLIENT understands and agrees that this agreement does NOT constitute a fiduciary relationship between the CLIENT and MPTG.

Limitation of Liability - In no event shall either party be liable to the other party or any other person for any indirect, incidental, consequential, or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement and/or its subject matter, which such liability is asserted on the basis of contract, tort, or otherwise even if such party has been advised of the possibility of such damages. Under no circumstances shall the liability of PROVIDER exceed the amounts paid by CLIENT under this Agreement.

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 01/20/2026
Presenter: Chris Bischoff

Subject	Signature of agreement for Direct Client Support Wahkiakum HHS June 2026
Background Information	This contract aligns with the new pathway program (Contract K7650 with CHIOCE), which supports our provision of care coordination services for Wahkiakum. This contract will allow CHOICE to give us \$1,350 up front for client needs not funded by other sources. Monthly, we will provide receipts to CHOICE, and they will replenish the amount spent. This money can be used for expenses such as gas, showers, and food vouchers, or for other immediate and emergency needs to assist the client in completing their pathway.
Recommendation	Sign contract
Alternatives	decline
Financial Impact	Will add \$1,350 to PH budget.
Funds Available	No matching funds required
Action (Motion)	Move to approve the Chair's signature on the Funding Agreement, Contract "Direct Client Support - Wahkiakum HHS - June 2026" between CHOICE and the Wahkiakum County Health and Human Services Department in the amount of \$1,350; through June 2026.

FUNDING AGREEMENT

☒ New Contract Contract No.: Direct Client Support_Wahkiakum HHS_June 2026 ☐ Amendment/Modification No:	CHOICE (Community Health Organization Improving Care and Equity) 724 Columbia St NW, Ste 400 Olympia, WA 98501 (360) 539-7576 Fax: (360) 943-1164
---	---

CONTRACTOR SIGNER INFORMATION		
Agency name Wahkiakum County Health and Human Services	Address P.O. Box 696, Cathlamet, WA, 98612-9602	Federal ID# 91-6001377
Contract signer name and title Dan Cothren, Chair of the Board of County Commissioners	Contract Signer's e-mail address cothrend@co.wahkiakum.wa.us	

CHOICE INFORMATION		
Contract Funding Source: (if applicable) ACH Funds		Address 724 Columbia St NW, Ste 400 Olympia, WA 98501 (360) 539-7576 Fax: (360) 943-1164
Contract signer and title JP Anderson, CEO	Contact phone number 360-539-7576 ext. 116	Contact e-mail address andersonj@crhn.org

This Funding Agreement (the "Agreement") is entered into as of January 1, 2026, by and between CHOICE, a Community Health Organization Improving Care and Equity, a Washington nonprofit corporation ("CHOICE"), and Wahkiakum County Health and Human Services (the "Partner"). CHOICE and the Partner are referred to collectively as the "Parties."

1. ENGAGEMENT AND SCOPE OF WORK

1.1 Engagement. CHOICE engages the Partner to perform the services described in **Exhibit A** ("Statement of Work"), and the Partner accepts such engagement under the terms and conditions set forth in this Agreement.

2. TERM AND TERMINATION

2.1 Term. The term of this Agreement shall commence on completion of signatures and continue until June 30, 2026, unless terminated earlier in accordance with this Agreement.

2.2 Termination. Either Party may terminate this Agreement with 30 days' written notice. CHOICE may terminate immediately for cause if the Partner fails to perform services in a satisfactory manner, engages in misconduct, or breaches this Agreement.

2.3 Effect of Termination. Upon termination, the Partner shall cease all work, return any Company property, and submit a final invoice for services rendered through the termination date. CHOICE shall pay all undisputed amounts owed within 30 days of receipt of the final invoice.

3. COMPENSATION

3.1 Fees and Payment. CHOICE shall compensate the Partner as specified in **Exhibit A** ("Statement of Work"). The Partner shall submit invoices on a monthly basis, and CHOICE shall make payment within 30 days of receipt of an invoice.

3.2 Taxes and Benefits. The Partner is responsible for all taxes, including but not limited to federal, state, and local taxes, and is not entitled to any employee benefits from CHOICE.

4. USE OF COMPANY EQUIPMENT AND DATA PROTECTION

4.1 Company Equipment. If CHOICE provides any equipment for the Partner's use, the Partner shall use such equipment solely for the performance of services under this Agreement and return it upon termination.

4.3 Confidentiality and Data Protection. The Partner shall not use or disclose any confidential information obtained during the course of work and shall take all necessary precautions to protect Company data.

5. REPORTING AND DELIVERABLES

5.1 Reporting Requirements. The Partner shall provide progress reports and final deliverables as outlined in **Exhibit A** ("Statement of Work").

5.2 Performance Standards. The Partner shall perform services in a professional and timely manner, meeting all deadlines and quality standards established by CHOICE.

6. INDEMNIFICATION AND LIABILITY

6.1 Hold Harmless Clause. The Partner shall indemnify and hold harmless CHOICE, its directors, officers, employees, and affiliates from and against any claims, liabilities, damages, or expenses arising from the Partner's performance of services, except to the extent caused by CHOICE's gross negligence or willful misconduct.

6.2 Limitation of Liability. CHOICE's total liability under this Agreement shall not exceed the total amount paid to the Partner for services performed under this Agreement.

7. GENERAL PROVISIONS

7.1 Governing Law. This Agreement shall be governed by the laws of the State of Washington.

7.2 Dispute Resolution. Any disputes arising out of this Agreement shall first be resolved through good faith negotiations. If unresolved, disputes shall be submitted to mediation or arbitration in Thurston County, Washington.

7.3 Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings.

7.4 Amendments. Any modifications to this Agreement must be in writing and signed by both Parties.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Wahkiakum County Health and Human Services	CHOICE
Signature:	Signature:
Dan Cothren	JP Anderson
Chair of the Board of County Commissioners	Chief Executive Officer
Date Signed:	Date Signed:

Exhibits follow this section.

EXHIBIT A: STATEMENT OF WORK

Project Description

We frequently hear from Care Coordination Agencies that there are small needs that care coordinators identify that would have a positive impact on clients. This could be as simple as purchasing a cup of coffee or providing birthday cake mix for a parent struggling to make a special birthday for their child. Many resources, like Medicaid, cannot be used to cover such expenses.

This pilot project offers small amounts of funding for active and enrolled clients within the CHOICE care coordination program. These funds are to **meet a direct or short-term client need** to build trust, reduce barriers, and support goal achievement. All funds must be spent directly on the client.

This pilot opportunity relies heavily on a collective commitment to fiscal responsibility, prudence, and judicious decision-making. The utilization of these funds should meet client-driven needs/requests and should not be leveraged for 'one-size-fits all' blanket purchases, without explicit approval.

Deliverables

Key requirements for implementing this contract include:

1. The CCA must develop a policy and procedure for how you will deploy, monitor, and report on the use of the funding.
 - a. This policy and procedure must receive approval from CHOICE prior to implementation. The policy must specify allowable and unallowable expenses, client maximums, and exception requests.
 - b. The CCA must train staff on the approved policy and procedure.
 - c. The CCA will monitor expenses and complete timely reporting.
2. Expenses must follow the following allowable and restricted purchasing guidelines.
 - a. Examples of **allowable** expenses include:
 - i. Automotive (gas card, money for vehicle repairs.)
 - ii. Clothing (clothing/shoes).
 - iii. Essential (batteries, flashlights, blankets, rain gear, tarps, cold weather kits).
 - iv. Fees (license/ID, rental applications, storage while in jail/hospital, food handlers permit).
 - v. Food (grocery items, grocery gift card, meal, coffee, snack, water).
 - vi. Household (household items, pest control services/supplies, bedding, cleaning supplies).
 - vii. Personal care (over the counter medication, hygiene, diapers/wipes, haircuts, laundry costs).
 - viii. Pet care (pet food).
 - ix. Other (please provide detailed description, e.g. celebration items such as a birthday card).
 - b. Should gas or grocery gift cards be leveraged, clients must sign an acknowledgement form (see Exhibit B) regarding limitations to purchases (see restrictions below). The maximum amount for a gift card may be no more than \$25 per client/per situation.

- c. **Unallowable** expenses include:
- i. Ongoing supports for monthly bills such as internet, or electricity.
 - ii. Alcohol, tobacco, or weapons.
 - iii. Pre-paid gift cards or cash handouts.
 - iv. Client incentives for participation.
 - v. Incidentals that are reimbursable under other funding streams, e.g. rental application costs for clients on Commerce funding housing programs. This program is intended to be the payer of last resort.
 - vi. Emergency shelter costs.
- d. No client may receive more than \$150 of funding without prior approval from CHOICE, and no more than \$125 in gift cards for funding expenses over the contract period.
- e. The agency may request an exception to CHOICE for purchases that exceed a \$150. The exception request must be in writing and explain the special circumstances. Purchases may not be made until CHOICE approves the exception.

Timeline

The performance period for this project is January 1, 2026, through June 30, 2026.

Evaluation and Reporting

On a monthly basis, the agency will report back the following information to CHOICE:

- o Date of expense
- o Care Coordination Client ID
- o Amount Spent
- o Description of expenditure
 - NOTE: expenses over \$50 must be accompanied by a receipt.
- o A written narrative of any client expenses that were not covered under this contract that were not allowable. (This will be used for data collection purposes)
- o A written narrative of any anecdotal feedback received around the pilot.

Additionally, should an agency wish to make bulk purchases, such as groceries to make food kits, pre-approval will be required. The request must include a written narrative and plan to document distribution of bulk purchases.

Reports will be due on the 7th day of each month by 2pm PT. If the 7th falls on a weekend or holiday, the report will be due on the following workday. Additional requests for information may be made by the Project Manager, and the awardee will have up to 30 days to provide a response to the request.

Budget and Payment

The maximum compensation payable to the Awardee for the performance of all things necessary for or incidental to the performance of work is \$1,350, which includes all allowable expenses. Costs must be in alignment with the scope of work and completed contractual obligations. Changes are subject to the CHOICE's approval.

- The CCA will receive a maximum budget that reflects a Per Member Per Month (PMPM) amount based on the FTE count of employed CBWs during a particular month, and the minimum caseload size from January-June 2026.
- The initial payment will be made upon execution of the contract that reflects a single month payment of the PMPM. This payment will be considered a reserve.
- CHOICE will reimburse agencies monthly up to the reserve amount, until funds have been expended.
- If there are unspent funds at the end of the contract period, the period of performance may be extended on mutual agreement.
- Should the amount be expended prior to the end of the contract term, no additional funds will be provided.
- Should CHOICE determine that funds are not being spent in a manner that reflects the intent of this funding, CHOICE reserves the right to discontinue this funding at any time.

Invoices must be completed and sent to CHOICE no later than 30 days after the month in which expenses were incurred. Invoices will be sent via email to CHOICE finance at finance@crhn.org and Jessica Diaz at diazj@crhn.org.

EXHIBIT B: ACKNOWLEDGMENT FORM

CLIENT GIFT CARD ACKNOWLEDGEMENT FORM

Recipient name:

Client ID:

**Vendor and last 4 digits of
Card Number:**

Purpose:

I understand that I cannot purchase alcohol, tobacco, cannabis, weapons, or entertainment with this card. It can only be used to purchase items related to the purpose above.

Recipient Signature:

Date:

Agency providing gift card:

**CBW staff distributing the gift
card:**
