

Agenda
Board of Wahkiakum County Commissioners
Regular Meeting
February 17, 2026
9:30 a.m.

Zoom - Meeting ID: **880 972 233** and Passcode: **Aux4SY**
<https://us02web.zoom.us/j/880972233?pwd=Zk93bUUwWGJEVnV5WXk3YIM4RDIFZz09>
Audio only via phone: 1-253-215-8782 / Meeting ID: **880 972 233** and Passcode: **721021**

Next Resolution No. 28-26

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. Regular Meeting Minutes of February 10, 2026
- B. Resolution No. 28-26 a resolution authorizing the expenditure of \$3,688.00 from the Contingent Liabilities Cumulative Reserve Fund for payment of claims related to legal fees regarding environmental litigation
- C. Resolution No. 29-26 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 \$21,841.61
- D. Voucher Approval - \$ TBD
- E. Voucher Approval - Transfer Batch - \$7,000.00

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. Animal Service Agreement with Wahkiakum Animal Advocates Group (WAAG)
 - a) WAAG update
- 2. Museum Service Agreement with the Wahkiakum County Historical Society
- 3. Chamber of Commerce 2026 Contract for Technical Assistance

9:50 a.m. **Sheriff's Office ~ Beau Renfro, Emergency Technology Coordinator**

- 1. Request for Proposal (RFP) to provide spare parts for the Wahkiakum County Emergency Radio Repeater System

9:55 a.m. **Health & Human Services ~ Duncan Cruickshank, Operations Manager**

- 1. Laboratory Services Agreement with Millenium Health, LLC

10:00 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, Chair

District No. 3 Commissioner: Mark Letham

MINUTES

Board of Wahkiakum County Commissioners

Regular Meeting

February 10, 2026

Chair Dan Cothren called the regular meeting of the Board of Wahkiakum County Commissioners to order on February 10, 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, Deputy Treasurer Marissa Longtain, Auditor Nicci Bergseng.

Flag Salute

Chair Dan Cothren led the flag salute.

Regular Meeting Agenda

It was **M/S/A** by Commissioners Letham and Tischer approving the regular meeting agenda for February 10, 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Consent Agenda

It was **M/S/A** by Commissioners Letham and Tischer approving the consent agenda for February 10, 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved. The consent agenda contained the following items:

- A. Regular Meeting Minutes of February 3, 2026
- B. Resolution No. 24-26 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 \$1,170.87
- C. Resolution No. 25-26 a resolution authorizing the expenditure of \$202.90 from the Contingent Liabilities Cumulative Reserve Fund for the payment of claims related to medical expenses for a LEOFF member
- D. Resolution No. 26-26 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 \$15,536.99
- E. Resolution No. 27-26 a resolution authorizing the expenditure of funds from the Public Works Cumulative Reserve Fund for transfer to the Wahkiakum Solid Waste Fund in the amount of \$60,000.00

- F. Voucher Approval - \$895,331.93
- G. Voucher Approval – Transfer Batch - \$60,000.00
- H. Voucher Approval – Transfer Batch - \$40,000.00

Public Comment

A Grays River resident requested to make a public comment later in the meeting.

Nicci Bergseng, Auditor, advised that today is the February special election; she commented on the current collection status and election procedures.

Dan Turner, Cathlamet Library, commented on library programs.

A Puget Island resident commented on assessment procedures.

New Business

Grays River Flood Control District

Judy Johnson, Director from the Grays River Flood Control District (GRFCD), spoke on issues brought up in a public comment at the prior County Commissioner meeting; she advised that the GRFCD collectively disagrees with the complaints that were stated.

Johnson discussed the purpose of the district and that they are elected volunteers. She reviewed the assessment levels within the district and commented on some of the recent expenditures of the district, which may include emergency expenses and helping with tide gates, dike breaches and culvert collapses.

The district's priorities are to rectify the issues with the current base map, which they have been doing over the past several years. There were a dozen parcels outside of the district that were being inadvertently assessed; they were offered refunds. In addition, there were about 50 parcels inside the district that were not assessed; those have now all been added. However, there are still some parcels that are split and they are still working on solving that issue. Johnson also discussed the procedures for a landowner to opt out of the district.

The Board then heard public comments regarding this issue:

Jon Thompson, Grays River, commented that there are still multiple parcels that are being assessed improperly. Some of his further comments included that the GRFCD meeting minutes are not accurate, that property owners upstream are paying for repairs downstream and that the district does not own any of the flood control facilities and he questions if the funds can be spent in the manner that they are now.

Jo Schnotala, Grays River, commented that the Flood Control District is now taxing full parcels, which she thinks is an illegal practice. She questions what the Flood Control District is doing for them as their property still floods.

Carol Larson, Grays River, commented on the goals of the GRFCD and spoke in support of the work of the current board.

Chair Dan Cothren advised that the county Prosecuting Attorney will be reviewing the issues.

IT Committee

More Power Quotes for the Four VLAN Project Segments

This project is broken up into four milestones, with the grand total for all four segments being \$16,655.10.

It was **M/S/A** by Commissioners Tischer and Letham to approve of the four project segments (for the VLAN project) to be paid out of the Electronic Communications Cumulative Reserve Fund. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Sheriff

Agreement for the Update of the Comprehensive Emergency Management Plan

It was **M/S/A** by Commissioners Letham and Tischer to approve of the acceptance of the Incident Management Partners quote for updating the Wahkiakum County Comprehensive Emergency Management Plan in the amount of \$7,500.00. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Commissioner Reports

The Board discussed their work over the past week. Topics included the error in the state fuel tax distribution; counties will receive a partial refund for this. In addition, a \$500,000 Congressional appropriation was recently awarded for the Upper Grays River Community Forest.

Adjournment

With no further business to come before the board, the meeting was adjourned at 10:30 a.m.

Attest: _____
Elizabeth Johnson
Clerk of the Board

Approved: _____
Daniel L. Cothren
Chair of the Board

Cover Page

BOARD OF WAHAKIACUM COUNTY COMMISSIONERS

Meeting Date: 2-17-26
Presenter: BOCC

Subject	Agreement with Wahkiakum Animal Advocates Group (WAAG)
Background Information	The Board of County Commissioners appropriated \$2,000 to WAAG in the 2026 county budget. This agreement authorizes the county to utilize WAAG as a contractor for animal related services. These services may include temporary custody and care of animals due to owner's arrest, injury or death.
Recommendation	
Alternatives	
Financial Impact	\$2,000
Funds Available	Already reflected in the 2026 budget, non-departmental
Action (Motion)	Move to approve of the Chair's Signature on the Animal Service Agreement with the Wahkiakum Animal Advocates Group, that provides \$2,000 in funding in 2026.

WAHKIAKUM COUNTY ANIMAL SERVICE AGREEMENT

Wahkiakum Animal Advocates Group

This agreement is entered into by **Wahkiakum Animal Advocates Group** (Contractor), a licensed nonprofit corporation under the laws of the State of Washington, and **Wahkiakum County** (County) for purposes of providing rapid response and other animal-related service to County.

THE PARTIES MUTUALLY AGREE THAT:

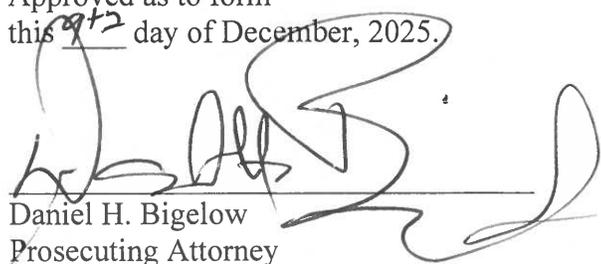
- A. General Responsibilities of Contractor: Contractor shall respond when available to take into temporary custody and care such animals as county agents and officials may encounter in the course of their work that require such custody and care; e.g. pets of arrestees, the injured, or the deceased, which might otherwise go without nutrition or shelter. Contractor shall provide reasonably necessary nutrition, hydration, shelter, and veterinary care for any animal taken into Contractor's custody; and shall hold such animal until County requests the animal's release to County or County's designee.
- B. Expense: Contractor's first resort for compensation for any expense of animal care shall be the rightful owner of said animal. If no rightful owner exists or can be found, or if such owner is unable to pay expenses, Contractor shall be responsible for all expenses, nonexclusively including mileage and personnel time, of receiving from County and caring for any animal for which it accepts care pursuant to this agreement. Provided however, that should veterinary expense for any single animal be greater than \$2,000.00 and no rightful owner or responsible party is available to reimburse Contractor, the parties shall negotiate with the intent to equitably apportion such expense between them.
- C. Liability: Responsibility for the seizure of such animals shall be borne by County, and County shall defend and hold harmless Contractor for any liability therefor. Responsibility for the quality of care of the animals seized shall be borne by Contractor, and Contractor shall defend and hold harmless County for any liability therefor.
- D. Nonexclusivity: County contracts for similar services with Cowlitz County Humane Society. County will determine which agency, if any, to call in any particular situation. County may, in its reasonable discretion, require an animal held by Contractor to be released to the Cowlitz County Humane Society.
- E. Compensation: For such services, County shall compensate Contractor in the total amount of \$2,000.00, to be paid within thirty days of last signature of this agreement.
- F. Period of Performance: The period of performance of this agreement shall commence on January 1, 2026, regardless of the date of signature herein, and shall remain in effect until terminated by either party. This agreement may be terminated by either party hereto upon thirty days written notice to the other party.
- G. Standard Terms and Conditions:
 - a. This Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded.

- b. During the performance of this agreement, neither party to this agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any disability in the administration or delivery of services outlined in this agreement.
- c. The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The contractor shall provide immediate written notice to County if at any time the contractor learns that its certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. The contractor shall not knowingly enter into any lower tier covered transaction with a person that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the federal department or agency with which this transaction originated. The contractor shall include the language and requirements of this provision, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- d. For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of County. The Contractor shall not hold out itself nor claim status as, an officer, employee, or agent of County. The Contractor shall not claim for itself any rights, privileges, or benefits, which would accrue to an employee of County. The Contractor shall indemnify and hold harmless County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the date of the last party to sign below:

For WAHKIAKUM COUNTY	For WAAG
<div style="display: flex; justify-content: space-between;"> Board of County Commissioners For Wahkiakum County Date </div>	<div style="display: flex; justify-content: space-between;"> Contractor Date </div>

Approved as to form
this 7th day of December, 2025.


Daniel H. Bigelow
Prosecuting Attorney

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date:

Presenter: BOCC

Subject	Museum Service Agreement with the Wahkiakum Historical Society
Background Information	During budget workshops, the BOCC agreed to fund \$2,000 to the Historical Society in 2026.
Recommendation	
Alternatives	
Financial Impact	\$2,000
Funds Available	Included in the 2026 budget.
Action (Motion)	Move to approve of the Museum Service Agreement between Wahkiakum County and Wahkiakum County Historical Society, that provides \$2,000 in funding in 2026.

WAHKIAKUM COUNTY MUSEUM SERVICE AGREEMENT

Wahkiakum County Historical Society

This agreement is entered into by **Wahkiakum County Historical Society** (Contractor), a licensed nonprofit corporation under the laws of the State of Washington, and **Wahkiakum County** (County) for purposes of assisting Contractor in providing a museum for the general health and benefit of the residents of Wahkiakum County, which has been declared a county purpose by the Washington State legislature in RCW 36.89.010-030.

THE PARTIES MUTUALLY AGREE THAT:

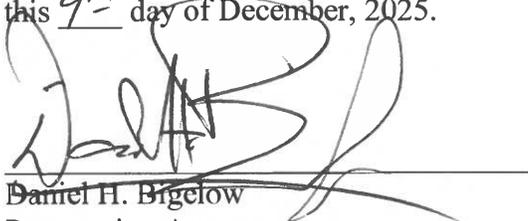
- A. General Responsibilities of Contractor: Contractor shall, to the extent reasonable and practicable, maintain and keep open to the public the Wahkiakum County Historical Society Museum at 65 River Street in Cathlamet, and continue to show exhibits and materials relevant to Wahkiakum County history and heritage.
- B. Compensation: For such services, County shall compensate Contractor in the total amount of \$2,000.00, to be paid within thirty days of last signature of this agreement.
- C. Period of Performance: The period of performance of this agreement shall commence on January 1, 2026, regardless of the date of signature herein, and shall remain in effect until terminated by either party. This agreement may be terminated by either party hereto upon thirty days written notice to the other party.
- D. Standard Terms and Conditions:
 - a. This Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded.
 - b. During the performance of this agreement, neither party to this agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any disability in the administration or delivery of services outlined in this agreement.
 - c. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The contractor shall provide immediate written notice to County if at any time the contractor learns that its certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. Contractor shall not knowingly enter into any lower tier covered transaction with a person that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the federal department or agency with which this transaction originated. The contractor shall include the language and requirements of this provision, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- d. Contractor shall defend, indemnify and hold harmless County from and against all claims resulting from or arising out of the performance of this contract, whether such claims arise from the acts, errors, or omissions of Contractor, its subcontractors, third parties or County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable; provided, however, that Contractor's duty does not extend to claims arising from the sole negligence or willful misconduct of County or its elected or appointed officials, officers, or employees.
- e. For purposes of this agreement, Contractor acknowledges that Contractor is not an officer, employee, or agent of County. The Contractor shall not hold out itself nor claim status as, an officer, employee, or agent of County. Contractor shall not claim for itself any rights, privileges, or benefits, which would accrue to an employee of County. Contractor shall indemnify and hold harmless County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the date of the last party to sign below:

For WAHKIAKUM COUNTY	For Wahkiakum County Historical Society
Board of County Commissioners For Wahkiakum County	Contractor
Date	Date

Approved as to form
this 9th day of December, 2025.



Daniel H. Bigelow
Prosecuting Attorney

Cover Page

BOARD OF WAHAKIYAKUM COUNTY COMMISSIONERS

Meeting Date: 1-27-2026
Presenter: BOCC

Subject	Chamber of Commerce – Annual Contract
Background Information	<p>Wahkiakum County has an annual contract with the Chamber of Commerce for services to promote economic growth, development and tourism.</p> <p>The county provides \$1,666.67 per month, for an annual total of \$20,000.</p> <p>In addition, per the budget workshops and the 2026 county budget, the contract reflects an increase from 90% to 100% of the revenue accrued in the County Tourism Development Fund.</p>
Recommendation	
Alternatives	
Financial Impact	
Funds Available	
Action (Motion)	Move to approve of the 2026 Annual Contract for Technical Assistance with the Wahkiakum County Chamber of Commerce.

YEAR 2026 CONTRACT FOR TECHNICAL ASSISTANCE

This agreement made and entered into effective the first day of January, 2026, by and between the **County of Wahkiakum**, a municipal corporation, hereinafter referred to as the County, and the **Wahkiakum Chamber of Commerce**, a Washington State non-profit corporation, whose address is: P.O. Box 52, Cathlamet, WA 98612, hereinafter referred to as "Chamber."

WITNESSETH:

WHEREAS, the Wahkiakum Chamber of Commerce has the mission of economic development within Wahkiakum County; and

WHEREAS, the Chamber is undertaking certain activities necessary to promote economic growth and development; and

WHEREAS, pursuant to the provisions of RCW 36.01.085, the County possesses specific authority to engage in economic development programs and to contract with non-profit corporations in furtherance of such programs; and

WHEREAS, pursuant to the provisions of RCW 36.32.450, the County possesses specific authority to expend monies for the purpose of attracting visitors and encouraging tourist expansion; and

WHEREAS, the County engages the Chamber to render certain technical advice and assistance in connection with such undertakings of the County;

NOW, THEREFORE, it is mutually agreed as follows:

1. **Scope of Services:** Chamber will:
 - a) Conduct activities which promote and market Wahkiakum County and its communities throughout the state, region, and wider market, placing emphasis on seeking visitors to the area. This includes, but is not limited to, the compilation, preparation, and distribution, free of charge, of marketing materials, informational brochures and other tourism information.
 - b) Help local businesses remain in business and, when the opportunity presents itself, help businesses successfully move to the county. This includes working with regional and state partners such as the Small Business Development Council and the Small Business Administration, responding to

inquiries, and providing materials including, but not limited to, the County's overall economic development plan, wage rates, employment figures, personal income estimates, site availability, and other such data as requested.

c) Manage, plan, and produce all Chamber sponsored events such as the Crab Feed, Spring Salmon Derbies, Bald Eagle Days, and the Christmas Tree Lighting, as well as other special events.

d) Maintain and update the organization website (www.wahkiakum.us) and the organization's Facebook page (www.facebook.com/wahkiakumchamber) to inform membership, visitors and public about meetings, events, trainings, important news and other items of interest.

e) Research, update, and make available economic and tourism information, participate in key community development activities, and work with organizations such as the Cowlitz-Wahkiakum Council of Governments and Work Source.

f) Maintain a Chamber Board of Directors, which represent a mix of public and private entities, including, but not limited to, by actively recruiting candidates from community organizations and businesses throughout the county.

g) Attend meetings, including, but not limited to, Board of County Commissioners, Town Council, Port Commission, Cowlitz-Wahkiakum Council of Governments, and membership and Chamber Board meetings.

h) Maintain and operate the Wahkiakum County Visitor's Center.

2. **Time of Agreement:** The services of the Chamber are to commence on the first (1st) day of January, 2026, and terminate on the thirty-first (31st) day of December, 2026.

3. **Termination:** Either party may terminate this agreement by giving written notice thereof to the other party thirty (30) days prior to the effective date of termination. Termination need not be for cause, but may be for any reason.

4. **Compensation and Method of Payment:** The County shall reimburse the Chamber for their services as follows:

a) Fund up to 100% of the 2026 revenue accrued to the Wahkiakum County Tourism Development Fund for tourism development activities and publications; SUBJECT TO, the budgetary appropriation procedures governing said fund; said amount shall be paid in quarterly installments. In accordance with RCW 36.32.450,

the Chamber is designated to spend resources to advertise, publicize, and distribute information for the purpose of attracting visitors from outside the County and encouraging tourist expansion.

- b) In accordance with RCW 82.14.370, 0.09 percent of sales and use tax may be used for the purpose of financing “personal and economic development offices.” The sum of \$20,000.00 derived from these funds is dedicated to funding salaries and benefits for the Chamber employees. Additional funds for chamber salaries are drawn from the ADO grant. Payments are to be made in 12 equal monthly installments of \$1,666.67 payable on or before the 15th day of January, 2026 and on the 15th day of each month thereafter during the contract term.

The Chamber shall submit such properly executed vouchers, invoices or expenditure reports, together with such other reports and recommendations, to the County as are necessary or requested.

In the event of breach or non-performance by Chamber, or in the event of termination by either party, the obligation of the County to make payment under this section shall be similarly terminated. In lieu of actual damages, the liability of the County shall be determined solely by the pro-rata number of calendar year days during which the County was obligated under this agreement. If the Chamber has been overpaid, it shall refund any such overpayment upon cancellation of this agreement.

5. **Changes:** Either party may request changes in scope of services, performance or reporting standards to be performed or provided hereunder. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

6. **Status of Parties:** The parties intend that an independent contractor relationship be created by this Agreement. Chamber shall be solely and entirely responsible for its acts and for the acts of its agent, employees, servants, subcontractors or otherwise during the performance of this Agreement.

7. **Nondiscrimination:** The Chamber certifies that it is an equal opportunity employer.

IN WITNESS WHEREOF: The parties hereto have caused this contract to be executed the date and year first hereinabove written.

**BOARD OF COUNTY COMMISSIONERS
OF WAHAKIACUM COUNTY,
WASHINGTON, By:**

**WAHAKIACUM CHAMBER
OF COMMERCE
By:**

Daniel L. Cothren, Chair

_____, Director

Lee Tischer, Commissioner

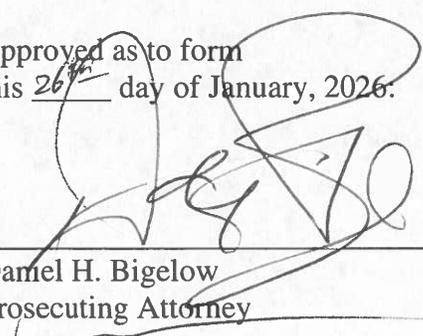
_____, President

Mark Letham, Commissioner

ATTEST:

Elizabeth Johnson
Clerk of the Board

Approved as to form
this 26th day of January, 2026:



Daniel H. Bigelow
Prosecuting Attorney

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 02/17/2026

Presenter: Beau Renfro

Subject	Approval of Request for Proposal (RFP) to provide the attached list of "Spare Parts" for the Wahkiakum County Emergency Radio Repeater System.
Background Information	<p>This is equipment that Communications NW has recommended we have on hand in the event of a system failure. Having this equipment provisioned and standing by will help us to rectify an equipment failure as quickly as possible.</p> <p>Our SLA with Communications NW requires us to have this equipment on standby.</p>
Recommendation	Approve the RFP for publication.
Alternatives	
Financial Impact	Just the cost for publication in the Wahkiakum County Eagle at this point.
Funds Available	Fund 127 - the Radio Communications Fund
Action (Motion)	Approve the RFP for publication and pay the cost for publication out of Fund 127 the Radio Communications Fund.

Wahkiakum County Sheriff's Office

Sheriff John Mason



P. O. Box 65/64 Main Street, Cathlamet, WA 98612

360-795-3242 or 360-465-2202 Fax: 360-795-3145

Undersheriff Gary Howell

Chief Civil Deputy Joannie Kuhlmeier

February 9, 2026

Request For Proposal (RFP) to provide the attached list of "Spare Parts" for the Wahkiakum County Emergency Radio Repeater System.

Wahkiakum County is pleased to announce the opportunity to submit sealed proposals to provide Wahkiakum County with the attached list of spare parts for the Wahkiakum County Emergency Responder Radio System. The goal is to have these items on site in the event of an equipment emergency to expedite the restoration of the system.

Who:

- 1) Any qualified individual or business is welcome to make a response to this solicitation.

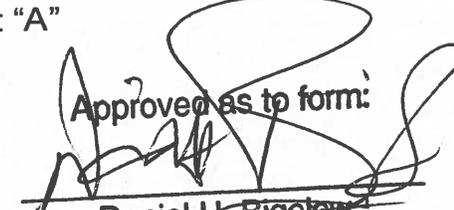
What:

There is an equipment list included in attachment "A"

Where:

Wahkiakum County Sheriff's Office

64 Main Street, Cathlamet, Washington 98612

Approved as to form:

Daniel H. Bigelow
Prosecuting Attorney
2/10/26

When: Projected timeline as follows:

- 1) Solicitation approved to be published by Wahkiakum BOCC: 2/17/2026.
- 2) Solicitation posted on Wahkiakum County webpage 2/17/2026.
- 3) Intent for RFP printed in Wahkiakum County Eagle: 2/18/2026
- 4) Responses due: 3/3/2026 9:30AM
- 5) Public response opening: 3/3/2026 9:30 AM
- 6) Anticipated selection by BOCC: 3/10/2026
- 7) Anticipated contract signing: 3/17/2026.

Wahkiakum County Primary Contact and Project Manager:

Beau Renfro, Emergency Technology Coordinator, 64 Main Street, Cathlamet, WA 98612. Phone: 360-795-3242 Option 0. Email: renfrob@co.wahkiakum.wa.us

I. Summary of the Work.

A. Wahkiakum County is requesting sealed proposals to provide the radio system spare parts listed on Attachment "A"

II. RFP Timeline

For a proposal to be considered responsive, it must comply with the following:

A. Sealed proposals must be received by: 3/3/2026 at 9:30 AM PST.

B. Mailing address (USPS only): Wahkiakum County Sheriff's Office, ATTN: Beau Renfro, PO BOX 65, Cathlamet, WA 98612

C. Shipping Address (FedEx, UPS, etc.): Wahkiakum County Sheriff's Office, ATTN: Beau Renfro, 64 Main Street, Cathlamet, WA 98612

D. Sealed proposals must be marked "Emergency Responder Radio System Spare Parts BID."

E. All submissions must be in hardcopy. No writing and/or marks on the outside of the sealed envelope, except for the printed name of the project, will be considered as part of the proposal or as an amendment to the contents inside the envelope.

F. Sealed proposals must include a proposal that addresses the scope of work and attached specifications. The sealed proposal must also include the following information:

1. **An itemized list of the items requested in Attachment "A" and a price for each item.**
2. **Sales taxes must be included in the price sheet.**
3. **Delivery costs must be included in the price sheet.**
4. **Any other costs associated with the project.**
5. **Any provisioning costs.**

III. Right to Reject Proposals

Wahkiakum County reserves the right to reject any or all proposals or to accept the proposal judged by Wahkiakum County as most satisfactory. Wahkiakum County reserves the right to waive any informality in any proposal.

IV. Objections to Specifications.

Written objections to specifications or proposal procedures must be received by Wahkiakum County at least three (3) business days before the due date and time for proposal submission.

V. Requirements for Signing Proposals.

The following requirements must be observed in the signing of Proposals:

1. Proposals that are not signed by the person or firm making them shall have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person or firm for whom it is signed.

Proposals that are signed for a partnership shall be signed by all of the general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney evidencing authority to sign the proposal, executed by the general partners.

2. Proposals that are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation, manually written below the corporate name following the word "By (insert the officer's name)". If an official other than the president of the corporation manually signs such a proposal, a document evidencing the authority of such official to sign the proposal shall be attached to it. All corporate proposals shall also bear the attesting signature of the secretary of the corporation.

3. Proposals that are signed for a limited liability company shall have the correct company name thereof and the signature of the manager(s), member(s), or other authorized official(s) manually below the company name following the word "By (insert the official's name)", If such a proposal is manually signed by someone other than the manager(s) or member(s), as listed on the Washington Secretary of State's website, a document evidencing the authority of such person to

sign the Proposal shall be attached to it.

VI. Explanation to Respondent and Addenda.

A. Neither Wahkiakum County, Wahkiakum County's representatives, nor the Engineer will give verbal answers to any inquiries regarding the meaning of drawings and specifications or provide verbal instructions prior to the award of the project contract. Any verbal statement regarding the same by any person, prior to the award, is unauthorized and shall not be relied upon.

B. Any explanation desired by respondents must be submitted via email to renfrob@co.wahkiakum.wa.us, and received no later than February 29, 2026 at Noon (PST). If explanation is necessary, a reply will be made and posted on the project information web page (<https://www.co.wahkiakum.wa.us/270/Public-Notices-of-Bid-or-Proposal-Solici>)

C. Examination and Selection of Proposals. The sealed proposals shall be opened at 9:30AM (PST) on March 3th, 2026. Proposals will then be referred to the evaluation committee, as described below, for review, scoring, and recommendation to the Board of County Commissioners.

VII. RFP Scoring

A. Wahkiakum County will use the below criteria to select the successful respondent based on qualification and response:

1. First, respondent proposal must comply with the minimum RFP technical specifications, instructions, and requirements in this document; and
2. Second, respondent must supply information regarding the below areas of qualifications, which will be evaluated as follows:
 - a) Ability to meet product specifications, quality of products proposed, and warranty options: 50 points.
 - b) Demonstrated ability to meet the timeline for delivery of the items described in Attachment A: 50 points.
 - c) Overall cost proposal for project: 100 points.

B. Evaluation Committee:

1. A County Evaluation Committee (CEC) will evaluate and score responsive proposals. The CEC will be composed of county staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this document. Evaluation of the recommendation of the CEC shall be within the sole judgment and discretion of the Wahkiakum Board of County Commissioners.

C. Award of Proposal.

1. The proposal shall be deemed as having been awarded when the proposal has been accepted by formal motion made by the Board of Wahkiakum County Commissioners. Commencement of the project shall be contingent on the execution by the parties of a mutually agreeable contract.

VIII. Schedule of Payments and Time for Completion.

A. Unless otherwise negotiated between Wahkiakum County and the successful respondent, the payment schedule for the project will be as follows:

1. One hundred percent (100%) Within 30 days of acceptance of the final delivery.

IX. Time for Completion of the Project

The timing for completion of the project is not negotiable and must be completed and accepted no later than 30 days after final acceptance of the bid.

Attachment A (List of items)

Item	Description	Quantity
Notes/ part number	**SECURESYNC GPS TIMING CLOCK**	
2402-413	SecureSync 2400 Time & Frequency synchronization system, Single fixed 24/48 VDC power, OCXO oscillator, and L1 GNSS reference	1
1204-1C	SecureSync Option Card with 3 x 10 MHz Outputs. Limit 4 per system. (Includes ancillary kit and installation guide if purchased uninstalled)	1
Custom Project Materials	1204-08 SecureSync Option Card with (3) 5 MHz Outputs	1
Notes	**SPARE ANTAIRA SWITCH**	
LMX-2602G-SFP	Antaira LMX-2602G-SFP (-T) 26-Port Managed Gigabit Ethernet Switch with 2 SFP Slots	1
Notes	**RECOMMENDED AVTEC SPARE DISPATCH CONSOLE PARTS **	
ACCUSB-FSW-WIDE	USB Wide Treadle PTT Footswitch Accessory, Software Media Workstation	1
ACCUSB-HJB-NENA	Avtec USB Headset/handset jack box (single jack), Integrates NENA phone at the operators position with Scout. Requires Scout version 4.9 or later running Software Media Workstation.	1
Notes	**RECOMMENDED TAIT SITE EQUIPMENT**	
T01-01103-BAAA	TB9400 Reciter 136-174MHz	2
T01-01121-BBBA	TB94 Linear PA 136-174M 100W	2
T01-11140-ADAA	TB9 Stocker PMU TD440-ACDC48 Aux12/24/48	2
Shipping Note	Shipping and Handling	
Sales Tax	Sales Tax	

Attachment B (The BID response Form)

Item	Description	Quantity	Price Each	Total:
Notes/ part number	**SECURESYNC GPS TIMING CLOCK**			
2402-413	SecureSync 2400 Time & Frequency synchronization system, Single fixed 24/48 VDC power, OCXO oscillator, and L1 GNSS reference	1		
1204-1C	SecureSync Option Card with 3 x 10 MHz Outputs. Limit 4 per system. (Includes ancillary kit and installation guide if purchased uninstalled)	1		
Custom Project Materials	1204-08 SecureSync Option Card with (3) 5 MHz Outputs	1		
Notes	**SPARE ANTAIRA SWITCH**			
LMX-2602G-SFP	Antaira LMX-2602G-SFP (-T) 26-Port Managed Gigabit Ethernet Switch with 2 SFP Slots	1		
Notes	**RECOMMENDED AVTEC SPARE DISPATCH CONSOLE PARTS **			
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T01-11140-ADAA	TB9 Stoker PMU TD440-ACDC48 Aux12/24/48	2		
	Any Provisioning costes			
	Any additional costs please explain:			
Shipping Note	Shipping and Handling		\$	
Sales Tax	Sales Tax		\$	
	Total BID		\$	

Are you able to deliver the above items within 30 days of contract signing? Yes:___ No:___

Bidding Company: _____

Name of contact person: (Print) _____ **(Sign)** _____

Phone # of Contact person: _____ **Email:** _____

Complete Mailing address: _____

Cover Page

BOARD OF WAHAKIYAKUM COUNTY COMMISSIONERS

Meeting Date: 2/17/2026
Presenter: Duncan Cruickshank

Subject	Vendor for Urinalysis screening
Background Information	Health and Human Services (HHS) contracts with vendors for medical laboratory services who perform testing to ascertain if clients have used illicit drugs and the level of the drug in their system. . Back on December 16 th the Board approved a Business Associate Agreement with Millenium Health, the contract today is for their services.
Recommendation	Approve the Laboratory Services Agreement with Millenium Health, LLC.
Alternatives	Don't approve it.
Financial Impact	The costs of lab services are charged to the programs paying for them and included in the rate reimbursed for the service.
Funds Available	Funds exist in Behavioral Health/Substance Use Disorder budget.
Action (Motion)	Approve the Laboratory Services Agreement with Millenium Health, LLC.



CONFIDENTIAL

LABORATORY SERVICES AGREEMENT

This **Laboratory Services Agreement** (this "**Agreement**"), is entered into and effective as of the date listed below on the signature page ("**Effective Date**") by and between Millennium Health, LLC, a corporation organized and existing under the laws of California, with its principal place of business located at 16981 Via Tazon, San Diego, California 92127 ("**Millennium**") and Wahkiakum County Health and Human Services located at 42 Elochoman Valley Road, Cathlamet, Washington 98612 ("**Referring Party**").

WHEREAS, Millennium operates a toxicology laboratory and provides laboratory testing services, including urine drug testing ("**Services**"); and

WHEREAS, the Referring Party operates a non-medical drug testing program (testing that is NOT used for the diagnosis, prevention, or treatment of human health conditions) whereby certain participants ("**Participants**") must periodically submit urine specimens for drug testing. Referring Party desires to contract with Millennium to provide urine drug testing Services for the Participants and to bill Referring Party directly for those Services; and

WHEREAS, Millennium and Referring Party desire to enter into this Agreement to define their respective rights and responsibilities.

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1. Provision of Laboratory Testing Services

1.1. Laboratory Services. Millennium shall perform the Services described in **Exhibit A** as requested by the Referring Party for the Participants. Millennium retains the right to add or delete laboratory testing services under this Agreement in its sole discretion and will provide reasonable notice to Referring Party whenever tests are added or deleted.

1.2. Test Results and Support. Millennium will report results to the authorized ordering professional using its standard report format by fax or on-line web access. Toxicology support shall be provided during normal Millennium operations (5:00am to 9:00pm Pacific Time, Monday through Friday and 7:00am to 3:30pm Pacific Time Saturday and Sunday).

1.3. Test Orders. Referring Party shall submit to Millennium properly completed test requisitions, in accordance with Millennium policies which are communicated to Referring Party.

1.4. Eligible Facilities. All facility locations listed in **Exhibit B** attached hereto will be eligible to order the Services from Millennium per the terms of this Agreement, including Invoice and Payment as set forth in Section 3 below. Referring Party is to promptly notify Millennium, in writing, of facility(ies) change(s) to be eligible per the terms of this Agreement. Such written notification shall include type of change (add, delete, or modify), name of facility, and address. Changes will be effective no more than two (2) days after receipt of notification by Millennium, unless Millennium notifies Referring Party that it does not agree to the change. Notifications provided under this section may be sent per the Notices provision of this Agreement or electronic mail to contracts@millenniumhealth.com.

- 1.5. **Referring Party Acknowledgments and Millennium Disclaimer of Warranties.** Referring Party acknowledges that Millennium is not a Substance Abuse and Mental Health Services Administration ("SAMSHA") certified or a College of American Pathologist ("CAP") forensic drug testing ("FDT") laboratory. Millennium performs all testing in a CAP-accredited medical testing laboratory, which does not require a chain of custody testing process, does not retain samples in their original containers for longer than 7 days, and does not confirm all positive results. Referring Party further acknowledges that Millennium makes no representations, warranties or guaranties regarding whether its Services satisfy specific requirements of any third parties, including but not limited to, drug courts or judicial districts.
2. **Specimen Transport and Supplies.** Millennium shall provide and/or pay for all materials, forms, packaging and shipping costs necessary for the conveyance of specimens to Millennium. All supplies shall be used solely in connection with sending specimens to Millennium and Referring Party represents and warrants that it will not bill any payor for any materials provided by Millennium for the conveyance of specimens to Millennium.
3. **Invoice and Payment**
- 3.1. **Invoice.** Millennium shall provide Referring Party a detailed monthly invoice of the Services rendered to all Participants.
- 3.2. **No Third Party Billing.** Referring Party warrants that it will not bill any third party payors (government or commercial) for Services provided under this Agreement.
- 3.3. **Payment.** Referring Party shall pay Millennium for Services subject to the terms of this Agreement in accordance with the price list attached hereto as **Exhibit A**. Payment in full is due within thirty (30) days of the invoice date. If payment is not received within thirty (30) days of the invoice date, a monthly one percent (1%) charge may be applied to any outstanding balance.
- In the event of Referring Party's failure to pay two (2) consecutive invoice cycles, Millennium shall have the right to immediately terminate this Agreement pursuant to Section 4 below. Notwithstanding the foregoing, even in the event of Millennium's termination of this Agreement, Referring Party shall remain obligated to pay outstanding balances owed to Millennium at the agreed-upon rate listed in **Exhibit A**.
4. **Term and Termination**
- 4.1. **Term.** The term of this Agreement shall be for one (1) year, commencing on the Effective Date and continuing until the first (1st) anniversary of the Effective Date. The term of this Agreement will automatically renew on an annual basis unless terminated by either party under the terms of Section 4.2.
- 4.2. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. In the event of a material breach of any term of this Agreement by either party, the non-breaching party may immediately terminate this Agreement upon written notice of termination to the party in breach.
5. **Confidentiality**
- 5.1. **Proprietary Information.** Each party recognizes and acknowledges that, by virtue of entering into this Agreement and by Millennium providing Services for Referring Party hereunder, each party may have access to certain information of Millennium and Referring Party that is confidential and constitutes valuable, special and unique property of that party. Each party warrants and covenants to the other that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use,

copy or permit to be copied, without the other party's express prior written consent, except pursuant to such party's duties hereunder, any confidential or proprietary information of the other party, including, but not limited to, information which concerns either party's patients, costs, or treatment methods developed or made by either party, and which is not otherwise available to the public.

- 5.2. **Terms of this Agreement.** Except for disclosure to their legal counsel (none of whom shall be associated or affiliated in any way with Millennium or any of its affiliates), Referring Party warrants and covenants to Millennium that it shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Millennium. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the non-disclosing party with the option of pursuing remedies for breach and immediate termination of this Agreement.
6. **Insurance.** Millennium shall obtain and maintain throughout the term of this Agreement appropriate professional and comprehensive general liability insurance covering Millennium and its staff for the provision of Services in such amounts as are usual and customary for laboratory facilities furnishing similar services under similar circumstances. Upon request, Millennium shall provide to Referring Party a certificate of insurance evidencing such coverage.
7. **Indemnification.** Each party agrees to indemnify and hold the other harmless from any liability, loss, claim, injury, damage or expense (including reasonable attorney's fees and costs) incurred by the other as a result of (a) any gross negligence or misconduct by a party or its employees, agents or subcontractors in the performance of its obligations hereunder, or (b) any breach of this Agreement by a party. All indemnification rights described in this Section 7 are expressly conditioned upon the party seeking indemnification giving to the other party prompt and timely notice of the claim for which indemnification is sought.
8. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL HAVE LIABILITY TO THE OTHER PARTY FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES UNDER OR RELATING TO THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. **Independent Contractor Relationship.** The relationship between Millennium and Referring Party is that of independent contractor. This Agreement shall not be construed to make the Referring Party an agent of, employee or employer, or a joint venture with Millennium. Each of the parties hereto expressly disclaims any intention to enter into any such agency, employment or joint venture and agrees to conduct itself so as not to act or purport to act on behalf of the other.
10. **Compliance with Laws.** Each party warrants and certifies that it will not violate the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) or the physician self-referral law (the "Stark Law") (42 USC § 1395nn) with respect to the performance of the Agreement.

Each party also represents and warrants that it is not now, nor has it ever been debarred or excluded from participation in any federally funded health care program, including Medicare or Medicaid. Each party agrees that it shall notify the other party in the event of any adverse action relating to its license, permit, certification or right to receive reimbursement from any federally funded health care program, including Medicare and Medicaid.

11. **Assignment**. Neither party shall assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent of the other party. No assignment, subcontracting, subletting or other such disposition of this Agreement by either party shall relieve that party of its commitments hereunder.
12. **Non-Discrimination**. Neither party shall discriminate in the performance of Services on the basis of race, color, creed, national origin, age, handicap, sex, sexual orientation or marital status.
13. **Severability**. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
14. **Force Majeure**. Neither party shall be liable for any delay or failure in performance hereunder caused, in whole or in part, by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the parties, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God.
15. **Governing Law**. This Agreement has been executed in and shall be governed by and interpreted in accordance with, the laws of the State of California. Any controversy or claim arising from or relating to the Agreement shall be brought in the courts of the State of California.
16. **Mutual Cooperation**. The parties hereto recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this Agreement with the intention of cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions insofar as it may legally do so, in such manner as will best promote the interests of both and render the highest services to the public.
17. **Entire Agreement**. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. This Agreement shall not be amended, released, discharged, changed or modified except by a written instrument signed by a duly authorized representative of each of the parties.
18. **Warranty of No Conflicts**. By signing this Agreement, Referring Party represents and warrants that it has the right to enter into this Agreement and that nothing contained herein violates or interferes with any other existing contracts that Referring Party may have, including but not limited to third party payer agreements.
19. **Authority to Execute**. The parties warrant to each other that the person or persons executing this Agreement on its behalf has or have authority to do so, no third party consents are required to enter into this Agreement, and that such execution has fully obligated and bound such party to all terms and provisions of this Agreement.

20. **Notices.** All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, return receipt requested postage pre-paid, electronic mail, or by an overnight delivery service which provides a written receipt evidencing delivery to the address set forth by the party to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

If to Millennium: Millennium Health, LLC
16981 Via Tazon
San Diego , CA 92127
Attention: Legal Department
Email: contracts@millenniumhealth.com

If to Referring Party: Wahkiakum County Health and Human Services
42 Elochoman Valley Road
Cathlamet, Washington 98612
Email: _____

21. **Survival.** The following provisions of this Agreement shall survive termination or expiration of this Agreement: Invoice and Payment; Confidentiality; Indemnification; and Limitation of Liability.

This Agreement shall be null and void if Millennium has not received an executed copy of the Agreement within ninety days of the date that this Agreement was received by the Referring Party.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by signature of their duly authorized representative as set forth below, to be effective as of the Effective Date.

MILLENNIUM HEALTH, LLC

By: _____
Name: _____
Title: _____
Date: _____

WAHIAKUM COUNTY HEALTH AND HUMAN SERVICES

By: _____
Name: Duncan Cruickshank
Title: _____
Date: _____

To be completed by Millennium:

Effective Date: _____

Invoice/Billing Contact Details

Contact Name: _____
Contact Title: _____
Contact Email: _____
Contact Phone: _____

Exhibit A

Urine Drug Test (UDT) Price List

Referring Party shall pay Millennium \$55.00 per specimen for urine drug testing services provided for Participants.

Exhibit B

Eligible Facilities

Facility locations to be covered under this Agreement:

1. Wahkiakum County Health and Human Services
42 Elochoman Valley Road
Cathlamet, Washington 98612

The responses from Phish-ER system and are mostly designed to help us quickly determine whether an email is safe, suspicious, or malicious. While some terms may look cryptic, they help our team act fast and protect your environment. If you ever want a plain-English explanation of a specific result, we're happy to translate it for you.

Return Value	Meaning
Known Threat - Quarantined	The email matched a known phishing or malware pattern and was auto-removed.
Spam Verdict: High	The message scored high on spam indicators. Usually low risk, but annoying.
PhishAI: Unknown	AI could not confidently label it as safe or malicious. Needs human review.
No Threat Found	The email appeared clean based on current filters and AI analysis.
URLScan Pending	A URL is being sandboxed or scanned. Final result may take a few minutes.
Attachment Score: Suspicious	Attachment may contain macros, executables, or obfuscation. Review needed.
Rule Triggered: <XYZ>	A custom or global rule (e.g., known domain abuse) matched the email.