

**Agenda**  
**Board of Wahkiakum County Commissioners**  
**Regular Meeting**  
**February 24, 2026**  
**9:30 a.m.**

**Zoom** - Meeting ID: **880 972 233** and Passcode: **Aux4SY**  
<https://us02web.zoom.us/j/880972233?pwd=Zk93bUUwWGJEVnV5Wk3YIM4RDIFZz09>  
Audio only via phone: 1-253-215-8782 / Meeting ID: **880 972 233** and Passcode: **721021**

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**Next Resolution No. 30-26**

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

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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 17, 2026
- B. Resolution No. 30-26 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 \$47.30
- C. Resolution No. 31-26 a resolution authorizing the expenditure of \$529.90 from the Continent Liabilities Cumulative Reserve Fund for payment of claims related to medical expenses for a LEOFF member
- D. Resolution No. 32-26 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 \$880.00
- E. Resolution No. 33-26 a resolution authorizing the expenditure of funds from the Criminal Justice Cumulative Reserve Fund for transfer to the Current Expense Fund and for payment of criminal justice expenses, in the amount of \$800,000.00
- F. Voucher Approval - \$51,310.55
- G. Voucher Approval - Transfer Batch - \$800,000.00

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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**

9:40 a.m. **Treasurer ~ Tammy Peterson**

- 1. Resolution authorizing an Interlocal Agreement with Fire District No. 3 for the purpose of borrowing funds

9:45 a.m. **Public Works ~ Chuck Beyer, Director and Paul Lacy, Engineer**

- 1. Certification of County Road Levy to the County Road Administration Board (CRAB)

- 9:50 a.m.      **Sheriff's Office ~ Austin Smith, Dept of Emergency Management Coordinator**
1. Personal Services Agreement with Incident Management Partners, LLC for the update of the Comprehensive Emergency Management Plan
- 9:55 a.m.      **Health & Human Services ~ Duncan Cruickshank, Operations Manager**
1. Laboratory Services Agreement with Millenium Health, LLC
- 10:00 a.m.      **Commissioners**
1. Wahkiakum Animal Advocates Group (WAAG) update presentation
  2. Animal Services Agreement with WAAG
- 10:10 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 17, 2026**

Chair Dan Cothren called the regular meeting of the Board of Wahkiakum County Commissioners to order on February 17, 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. Undersheriff Gary Howell, Emergency Technology Coordinator Beau Renfro, DEM Coordinator Austin Smith.

#### **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 17, 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 February 17, 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved. The consent agenda contained the following items:

- 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 - \$ 188,915.81
- E. Voucher Approval – Transfer Batch - \$7,000.00

**Public Comment**

A Puget Island resident commented on assessment procedures and the report of a collapsing culvert under the state roadway.

Dan Turner, Cathlamet Public Library, commented on library programs and events.

**New Business**

Museum Service Agreement with the Wahkiakum County Historical Society

It was **M/S/A** by Commissioners Tischer and Letham to approve of the Museum Service Agreement between Wahkiakum County and the Wahkiakum County Historical Society, that provides \$2,000 in funding in 2026. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

Chamber of Commerce 2026 Contract for Technical Assistance

This contract provides for an annual appropriation of up to \$20,000 and 100% of the revenue accrued in the County Tourism Development Fund in 2026.

It was **M/S/A** by Commissioners Tischer and Letham to approve of the 2026 Annual Contract for Technical Assistance with the Wahkiakum County Chamber of Commerce. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

**Sheriff**

Request for Proposals to Provide Spare Parts for the Emergency Radio Repeater System

It was **M/S/A** by Commissioners Letham and Tischer to approve of the Request for Proposals (RFP) for publication and for the cost for publication to be paid out of Fund 127, the Radio Communications Fund. Vote: Aye – Tischer, Letham and Cothren. Unanimously approved.

**Commissioner Reports**

The Board reported on their work over the past week. Commissioner Tischer discussed the status of the current state legislative session and the requirement to remove vegetation from the dikes on Puget Island. Commissioner Letham reported on the recent fair fundraiser, the county’s Microsoft 365 migration project and that the Grays River Flood Control District will be working with the Prosecuting Attorney regarding the assessment questions. Commissioner Cothren discussed the Nelson Creek field tour with WSU and grant funding opportunities for the Community Forest.

**Adjournment**

With no further business to come before the board, the meeting was adjourned at 9:48 a.m.

Attest: \_\_\_\_\_  
Elizabeth Johnson  
Clerk of the Board

Approved: \_\_\_\_\_  
Daniel L. Cothren  
Chair of the Board



WAHKIAKUM COUNTY  
VOUCHER APPROVAL  
TRANSFER BATCH

FROM

119 Criminal Justice

800,000.00

TO

001 Current Expense

800,000.00

800,000.00

800,000.00

We, the undersigned Commissioners of District 1, 2, and 3 of Wahkiakum County, in Washington State, do hereby certify that the merchandise and/or services herein after specified have been received and vouchers amount to: \$800,000.00

approved for payment on:

Feb 24  
January 27, 2026

ATTESTED:

\_\_\_\_\_  
Commissioner, District # 1

\_\_\_\_\_  
Commissioner, District # 2

\_\_\_\_\_  
Commissioner, District # 3

U. Beran  
\_\_\_\_\_  
Auditor/Dep Auditor/Clerk of the Board

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RESOLUTION NO. \_\_\_\_\_ - 26

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN WAHKIAKUM  
COUNTY AND FIRE DISTRICT NO. THREE OF WAHKIAKUM COUNTY  
FOR THE PURPOSE OF BORROWING FUNDS**

**WHEREAS**, Fire District No. Three of Wahkiakum County (hereinafter, the District) is charged with the operation of Fire District No. Three of Wahkiakum County; and

**WHEREAS**, the District finds itself in need of financing to pursue its mission; and

**WHEREAS**, the Board of Wahkiakum County Commissioners, after consultation with the Wahkiakum County Treasurer, has determined that dedicated funds are available for the purpose of loaning the sum of \$13,000.00 to the District to assist it in carrying out its mission; and

**WHEREAS**, the Board of Wahkiakum County Commissioners has determined that a loan of County funds to the District is a sound investment and that it is in the best interests of all of the citizens of Wahkiakum County to cooperate with other entities of local government in matters of mutual concern; and

**WHEREAS**, the County and Fire District No. Three of Wahkiakum County have negotiated an agreement whereby the District will borrow from the County an amount not to exceed \$13,000.00 with interest thereon arrived at by adding one-half of one percent (.5%) to the Washington State Local Government Investment Pool Gross Earnings Rate, with security for repayment in the form of a pledge of revenue from the District's general revenue while said indebtedness remains unpaid; and

**WHEREAS**, the form of such Interlocal Agreement shall be the form set forth in "Exhibit A" attached hereto.

**NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED**, as follows:

**First:** That the Interlocal Agreement for loan of funds as set forth in "Exhibit A" hereto is hereby authorized and approved.

**Second:** That the Chairman of the Board of County Commissioners is hereby authorized to execute the originals of said Interlocal Agreement on behalf of the County.

**Third:** That a copy of this Resolution be provided to the District.

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**DULY PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

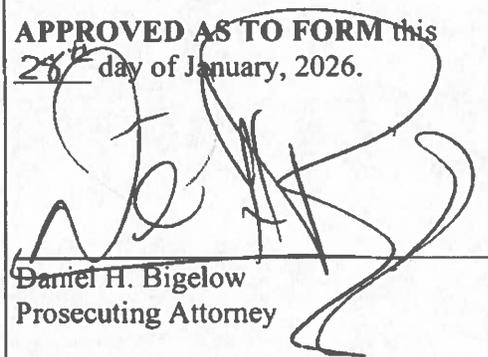
**BOARD OF COUNTY COMMISSIONERS  
OF WAHKIAKUM COUNTY, WASHINGTON**

**ATTEST:**

\_\_\_\_\_  
Daniel L. Cothren, Chairman

\_\_\_\_\_  
Elizabeth Johnson  
Clerk of the Board

\_\_\_\_\_  
Lee Tischer, Commissioner

**APPROVED AS TO FORM** this  
28<sup>th</sup> day of January, 2026.  
  
\_\_\_\_\_  
Daniel H. Bigelow  
Prosecuting Attorney

\_\_\_\_\_  
Mark Letham, Commissioner

**INTERLOCAL AGREEMENT FOR LOAN  
OF FUNDS FROM THE COUNTY OF WAHKIAKUM  
TO FIRE DISTRICT NO. THREE OF WAHKIAKUM COUNTY**

**THIS AGREEMENT** is between **WAHKIAKUM COUNTY, WASHINGTON**, a political subdivision of the State of Washington, (hereinafter referred to as "COUNTY"), and **FIRE DISTRICT NO. THREE OF WAHKIAKUM COUNTY**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington (hereinafter referred to as "DISTRICT").

**Recitals**

A. This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington.

B. The Board of County Commissioners of Wahkiakum County, by Resolution No. \_\_\_\_, adopted at its meeting held on 2/24/26, has approved and authorized the terms of this Agreement.

C. The Board of Commissioners of the District, by Resolution No. \_\_\_\_, adopted at its meeting held on 2/24/26 has approved and authorized the terms of this Agreement.

D. The District has the need to borrow up to \$13,000.00 to finance development costs.

E. The County has funds available in an amount equal to the anticipated needs of the District.

F. By virtue of RCW 39.69.020, the County Treasurer is authorized to loan its funds to the District.

G. It is in the best interests of the County, District, and citizens of Wahkiakum County that the parties enter into a loan agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreement herein contained and pursuant to the laws of the State of Washington as above set forth, it is hereby covenanted and agreed by and between County and District, as follows:

1. County agrees to loan the sum of THIRTEEN THOUSAND (\$13,000.00) to District on or before Feb 26, 2026.

2. District agrees to repay such loan in annual payments of \$4,333.33 payable on February 15 of the year it is due.

3. The interest rate herein shall be an amount arrived at by adding one-half of one percent (.5%) to the Washington State Local Government Investment Pool Gross Earnings Rate, which is accessible at <http://www.tre.wa.gov/lqip/>. As of the effective date of this Agreement, the Washington State Local Government Investment Pool Gross Earnings Rate is 3.76%. The parties agree that this interest rate shall be adjusted annually on November 1 of each year during the term of this Agreement to an amount arrived at by adding the then prevailing Washington State Local Government Investment Pool Gross Earnings Rate to one-half of one percent (.5%).

4. As security for said loan, the District hereby pledges any and all funds and monies to be received by District while said loan remains unpaid. In the event of District's failure to make any payment as agreed upon herein, District grants the Wahkiakum County Treasurer full authority to collect such payment by setoff against any and all District funds on deposit with the Wahkiakum County Treasurer. District grants the Wahkiakum County Treasurer full authority to make such setoffs without judicial process or additional authorization from the District's Board of Commissioners.

5. In consideration for the County's agreement to loan funds, the District and its officers who have affixed their signatures hereto do represent and certify that:

- (a) Fire District No. Three of Wahkiakum County, Washington, is a duly organized municipal corporation of the State of Washington, and the people signing this Contract on behalf of the District are duly and lawfully elected and appointed and are authorized to execute this Contract on behalf of the District.

6. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.

7. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Wahkiakum County, Washington.

8. The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence of the provisions of this Contract. It is also agreed by the parties that the forgiveness of the nonperformance of this Contractor any provision of it does not constitute a waiver of any or all of the provisions of this Contract.

9. Should either party find it necessary to commence suit to enforce the terms of this Contract, the prevailing party shall be entitled to a recovery for reasonable attorney's fees in addition to costs of litigation.

10. A copy of this Contract shall be filed with the Wahkiakum County Auditor pursuant to the requirements of RCW 39.34.040.

**IN WITNESS WHEREOF**, the parties herein have executed this Agreement through their respective duly authorized officers, on this 24<sup>th</sup> day of February 2026.

**WAHKIAKUM COUNTY,  
WASHINGTON, By:**

**FIRE DISTRICT NO. THREE  
By:**

\_\_\_\_\_  
Daniel Cothren, Chair  
Board of County Commissioners

Michael Whale  
Linda Strong

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Elizabeth Johnson  
Clerk of the Board

\_\_\_\_\_  
Attorney for the District

**APPROVED:**

\_\_\_\_\_  
Tammy Peterson  
Wahkiakum County Treasurer

**APPROVED AS TO FORM:**

[Signature]  
\_\_\_\_\_  
Daniel H. Bigelow  
Prosecuting Attorney

**Cover Page**

**BOARD OF WAHKIAKUM COUNTY COMMISSIONERS**

**Meeting Date: March 24, 2026**

**Presenter: Paul Lacy, County Engineer**

<b>Subject</b>	Certification of County Road Levy to County Road Administration Board.
<b>Background Information</b>	<p>State law provides in Washington Administrative Code 136-150-021 for each County to submit an annual certification of their road levy by March 1<sup>st</sup>. The County Road Administration Board has provided forms for this certification, which include a signature line for the Chair of the Board of County Commissioners, and also for the County Engineer.</p> <p>The County Assessor has completed the form, using the Road District valuation and authorized road levy amounts for calendar year 2026.</p>
<b>Recommendation</b>	Certify Road Levy to CRAB for 2026
<b>Alternatives</b>	None recommended
<b>Financial Impact</b>	N/A
<b>Funds Available</b>	N/A
<b>Action (Motion)</b>	Move to authorize Chair signature on County Road levy certification to County Road Administration Board for 2026.

# Certification of the Road Levy and Estimated Revenue Produced Wahkiakum 2026

**Total County Valuation:**

**Road District Valuation:**

**Highest Lawful Road Levy:**

Page 1, Line K, highest Lawful Levy Calculation form, DOR form REV 64-0007

**County Road Levy Shifted to Curent Expense**

per RCW 84.52.043

**Adjusted Highest Lawful Road Levy:**

**Actual Certified Road Levy:**

The Road Levy amount certified by the County Assessor for the Road District on or before January 15th, per RCW 84.52.080(4), and transmitted to the County Treasurer for collection.  
(Do not include any refund levy amounts)

**Banked Capacity**

Road District Only

## County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with RCW 36.33.220, RCW 39.89, or RCW 84.55.050

<b>Service to be Provided</b>	<b>Diverted Levy Amount</b>
<b>Total Diverted Road Levy:</b>	\$0.00
<b>Road Levy Revenue Remaining for Roads:</b>	\$391,854.39

Copy of Authorizing Resolution/Ordinance:

## Road Funds Budgeted to Be Used for Traffic Law Enforcement

<b>Traffic Law Enforcement Funded Through Operating Transfer (per agreement)</b>	\$0.00
<b>Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement)</b>	\$0.00
<b>Total Budgeted Road Fund Expenditures for Traffic Enforcement</b>	\$0.00

**Cover Page**

**BOARD OF WAHIAKUM COUNTY COMMISSIONERS**

**Meeting Date: 02/24/2026**

**Presenter: Austin Smith, Emergency Management Coordinator  
Wahkiakum County Department of Emergency Management**

<b>Subject</b>	<b>Comprehensive Emergency Management Plan Update</b>
<b>Background Information</b>	On 02/10/2026, the quote with Incident Management Partners LLC was accepted and approved by the BOCC for updating the Comprehensive Emergency Management Plan (CEMP). The personal services agreement (contract) has been negotiated and approved by both Incident Management Partners LLC and the Wahkiakum County Prosecutor.
<b>Recommendation</b>	Approve personal services agreement with Incident Management Partners LLC.
<b>Alternatives</b>	
<b>Financial Impact</b>	\$7,500.00
<b>Funds Available</b>	Funding is already allocated for this project in the DEM budget and will be reimbursed by the 23SHSP grant.
<b>Action (Motion)</b>	I move to approve the personal services agreement between Wahkiakum County and Incident Management Partners LLC for the update of the Comprehensive Emergency Management Plan.

**PERSONAL SERVICES AGREEMENT**  
**No.**

THIS AGREEMENT is hereby entered into by **WAHAKIYAKUM COUNTY**, hereinafter referred to as "County" and **INCIDENT MANAGEMENT PARTNERS**, hereinafter referred to as "Contractor" to provide emergency management planning and consultation services on behalf of Wahkiakum County, as in the best public interest. The Contractor agrees to complete the services on behalf of Wahkiakum County as described below, including the following elements:

**GENERAL TERMS AND CONDITIONS**

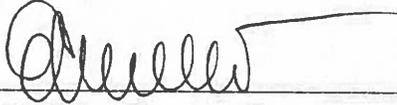
1. **Effective Date.** This agreement shall take effect as of the date of the last signature below.
2. **Termination.** This agreement shall terminate on June 30, 2026. This agreement may be terminated by either party, for convenience or cause, upon receiving 30 (thirty) days' notice in writing.
3. **Scope of Work.** The Consultant agrees to complete the services below and as further detailed in Attachment A – Consultant Proposal dated January 29, 2026:
  - a) Based on current WAEMD requirements, development of the County's CEMP Basic Plan.
  - b) Update and/or development of the 15 Emergency Support Functions (ESF) to conform with WAEMD requirements.
  - c) Submit the complete CEMP for County DEM to review and then to submit for approval by WAEMD.
4. **Compensation.** For services rendered in accordance with this agreement, the County shall pay to the Contractor an hourly rate of \$50 per hour for an estimated 150 hours.

In no event shall Contractor be compensated in excess of seven thousand five hundred dollars (\$7,500.00) over the term of the agreement. The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

5. **Independent Contractor.** The Contractor is an independent Contractor of the County, and as such is not subject to the County's immediate control or direction in the performance of the required services. Neither the Contractor nor any of the Contractor's employees or agents shall be deemed to be an official employee or agent of the County. The Contractor is solely responsible for his or her acts and for the acts of his or her officers, employees, agents, and subcontractors. Additionally, the Contractor makes the following assurances:
  - a) The Contractor is customarily engaged in an independently established trade, occupation, profession, or business, of the same nature as that involved in this agreement.
  - b) If the Contractor has a principal place of business that is eligible for a business deduction for federal income tax purposes, the Contractor is responsible for the costs of such principal place of business.
  - c) The Contractor is responsible for filing with the Internal Revenue Service, at the next applicable filing period, a schedule of expenses for the business the Contractor is conducting.
  - d) The Contractor has established, or shall promptly establish, an account for the business with the Washington Department of Revenue, and with other state agencies as the circumstances may require. The Contractor shall pay all required state taxes normally paid by employers and businesses. The Contractor has registered for and received a unified business identifier number from the state of Washington.
  - e) The Contractor maintains a separate set of books or records that reflect all items of income and expenses of the business the Contractor is conducting.

6. **Record Keeping.** Contractor shall retain all records dealing with the administration of this agreement for a period of three years from the date of termination hereunder, or such longer period as requested by the County. All of Contractor's records pertaining to this agreement shall be available for inspection by the County or any auditing agency at any reasonable time.
7. **Non-Discrimination.** In performing its obligations hereunder Contractor shall comply with all applicable federal, state, and local laws and regulations pertaining to non-discrimination. Should grant funding be obtained, Contractor shall comply with all non-discrimination provisions of the granting agency.
8. **Indemnification.**
  - a) The Contractor shall defend, indemnify, and hold harmless the County from and against all claims arising out of or in any way related to any act or omission, and whether intentional or negligent, on the part of the Contractor and/or the Contractor's officers, employees, agents, subcontractors, or suppliers. Without limiting the generality of the preceding sentence, the Contractor's foregoing duty to defend, indemnify, and hold harmless extends to: (i) any claim that involves or alleges any concurrent or joint negligence on the part of the County and the Contractor and/or its officers, employees, agents, subcontractors, or suppliers; and (ii) any claim by or on behalf of any of the Contractor's officers or employees, and solely to that extent the Contractor waives its immunity under the industrial insurance laws (RCW Title 51). The Contractor shall have no duty to defend, indemnify, or hold harmless with respect to any claim that arises from the County's own negligence.
  - b) For the purposes of this section, (i) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney's fees, and (ii) "County" means Cowlitz County, its boards and commissions, and all past, present, and future officials, employees, agents, or volunteers of the County.
  - c) This section shall survive the completion, expiration, and/or termination of this Agreement.
9. **Subcontracting and Assignments.** The Contractor shall not subcontract any portion of the required services without the County's prior written consent. The Contractor likewise shall not assign all or any portion of this agreement without the County's prior written consent. Any assignment without this consent shall be void. Any consent granted by the County under this paragraph may be subject to such conditions as the County deems appropriate.
10. **Conflict of Interest.** The Contractor hereby affirms that neither it or its agents/employees has any present or contemplated personal interest in the property, which is the subject of this Agreement.
11. **Attorney's Fees.** In any claim, action, or suit relating to the enforcement of this Agreement each party in any of these events shall be responsible for its own attorney's fees and costs and expenses expended or incurred in connection with any such suit, action, or claim.
12. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Washington.
13. **Compliance with Laws.** Throughout the duration of this agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.
14. **Entire Agreement.** This written agreement constitutes the parties' entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations or agreements, and written or oral.
15. **Amendments.** No provision of this agreement may be amended or modified except by a further written document signed by the County and the Contractor.

CONTRACTOR:



Print name: Ernestus "Ernie" Schnabler

Title: President

Date: 18 FEB 2026

CONTRACT HAS BEEN APPROVED AS  
TO FORM BY WAHIAKUM COUNTY  
PROSECUTING ATTORNEY.

WAHIAKUM COUNTY:

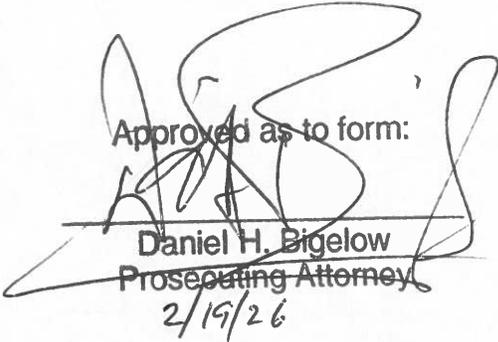
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Print name: Dan Cothren

Title: Chair, Board of County Commissioners

Date:

Approved as to form:



Daniel H. Bigelow  
Prosecuting Attorney  
2/19/26

# Incident Management Partners

2114 Main Street, Suite 100  
Vancouver, Washington 98660

Mr. Austin Smith  
Wahkiakum County Emergency Management  
64 Main Street / POB 65  
Cathlamet, WA 98612

29 January 2026

Re: Proposal – Updating Wahkiakum County’s Comprehensive Emergency Management Plan (CEMP)

Mr. Smith:

Thank you for the opportunity to submit my proposal for the update and preparation of your Wahkiakum County Emergency Management Plan (CEMP). This work will include conformance with all current requirements (including formatting) of the Washington State Emergency Management Divisions (WAEMD).

1. **Scope Of Work:**

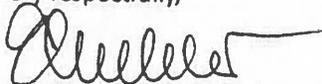
- A. Based on current WAEMD requirements, development of the County’s CEMP’s Basic Plan.
- B. Update and/or development of the 15 Emergency Support Functions (ESF) to conform with WAEMD requirements.
- C. Submit the complete CEMP for County DEM to review and then to submit for approval by WAEMD.

2. **Cost for project completion**

The completion of the Wahkiakum County CEMP for submission to WAEMD will require 140 to 160 work hours. Based on the Scope Of Work above, I quote \$ 7,500.00 for this project.

If you have any questions or need additional information, please let me know. Otherwise, I thank you for your consideration of my proposal and I look forward to hearing back from you soon.

Very respectfully,



Ernestus "Ernie" Schnabler  
Incident Management Partners  
(dba : S.E.L. International Corp.)  
2114 Main Street #100, Vancouver, WA 98660  
incident.management.partners@gmail.com  
360.513.6499  
EIN: 91-1433496 ; UEI: U9M68JE64D18

**Cover Page**

**BOARD OF WAHKIAKUM COUNTY COMMISSIONERS**

**Meeting Date:** 2/24/2026  
**Presenter:** Duncan Cruickshank

<b>Subject</b>	Vendor for Urinalysis screening
<b>Background Information</b>	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 <sup>th</sup> the Board approved a Business Associate Agreement with Millenium Health, the contract today is for their services.
<b>Recommendation</b>	Approve the Laboratory Services Agreement with Millenium Health, LLC.
<b>Alternatives</b>	Don't approve it.
<b>Financial Impact</b>	The costs of lab services are charged to the programs paying for them and included in the rate reimbursed for the service.
<b>Funds Available</b>	Funds exist in Behavioral Health/Substance Use Disorder budget.
<b>Action (Motion)</b>	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](mailto: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 (1<sup>st</sup>) 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. **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.
16. **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.
17. **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.
18. **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.

19. **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: \_\_\_\_\_

20. **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**

**WAHIAKUM COUNTY HEALTH AND HUMAN SERVICES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

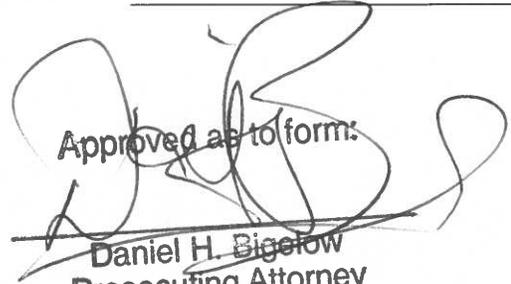
By: \_\_\_\_\_  
Name: Duncan Cruickshank  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*To be completed by Millennium:*

***Invoice/Billing Contact Details***

**Effective Date:** \_\_\_\_\_

Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_

Approved as to form:  
  
Daniel H. Bigelow  
Prosecuting Attorney  
2/19/26

**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

**Cover Page**

**BOARD OF WAHKIAKUM COUNTY COMMISSIONERS**

**Meeting Date:** 2-17-26  
**Presenter:** BOCC

<b>Subject</b>	Agreement with Wahkiakum Animal Advocates Group (WAAG)
<b>Background Information</b>	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.
<b>Recommendation</b>	
<b>Alternatives</b>	
<b>Financial Impact</b>	\$2,000
<b>Funds Available</b>	Already reflected in the 2026 budget, non-departmental
<b>Action (Motion)</b>	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.

**WAHAKIAKUM 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:**

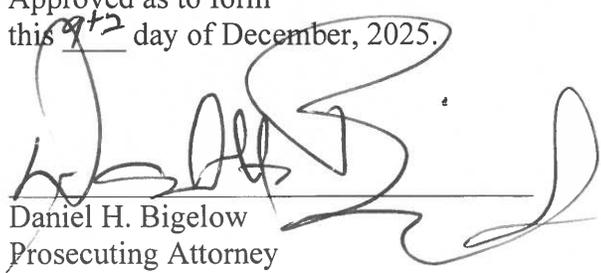
- A. General Responsibilities of Contractor: Contractor shall respond when available to take into temporary custody and care such animals as county agents and officials may encounter in the course of their work that require such custody and care; e.g. pets of arrestees, the injured, or the deceased, 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;"> <span>Board of County Commissioners For Wahkiakum County</span> <span>Date</span> </div>	<div style="display: flex; justify-content: space-between;"> <span>Contractor</span> <span>Date</span> </div>

Approved as to form  
this 9<sup>th</sup> day of December, 2025.

  
Daniel H. Bigelow  
Prosecuting Attorney