

Agenda
Board of Wahkiakum County Commissioners
Regular Meeting
March 10, 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. 37-26

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 March 3, 2026
- B. Resolution No. 37-26 a resolution authorizing the expenditure of \$3,910.04 from the Contingent Liabilities Cumulative Reserve Fund for payment of accumulated annual leave to Justin Ullom and for payment of county share of FICA/Medicare
- C. Resolution No. 38-26 a resolution authorizing the expenditure of funds from the Emergency Medical Services for the payment of vouchers properly chargeable to said fund in the amount of \$1,662.40
- D. Resolution No. 39-26 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 \$22.53
- E. Resolution No. 40-26 a resolution authorizing the expenditure of \$4,809.00 from the Contingent Liabilities Cumulative Reserve Fund for payment of claims related to legal fees regarding environmental litigation
- F. Voucher Approval - \$891,256.75

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

(The commissioners are a direct link between citizens and Wahkiakum County. Comments on county programs and topics of concern are welcome during this portion of the meeting. NOTE: During this portion of the meeting, the public is encouraged to comment on issues that are not on the agenda for decision action. Public comment is limited to three minutes per person)

Review Commissioners' Calendars

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

- 1. Liquor License Renewal: B&H Koram, Inc., dba Angie's Cathlamet Chevron, located at 274 E. SR-4 in Cathlamet
- 2. Amendment to the Detention Contract with Cowlitz Juvenile Detention ~ Scott Jacot, Juvenile Court Administrator
- 3. Letter of Support: PUD request for Congressional allocation for booster pump station
- 4. Letter of Support: Fire District No. 3 grant application for turnout gear, equipment and updating fire hydrants

- 9:45 a.m. **Public Works ~ Chuck Beyer, Director**
1. Resolution approving an easement over county property on Clover Street
 2. Intergovernmental Cooperative Agreement with Pacific County to provide joint sharing of equipment
- 9:50 a.m. **Sheriff's Office ~ Joannie Kuhlmeier & Beau Renfro**
1. Accept the bid for the RFP for 'spare parts' for the emergency radio system
 2. SECO County Equipment Contract for funding for the courthouse generator project
- 9:55 a.m. **Chamber of Commerce Report**
- 10:05 a.m. **Commissioners**
1. Choose representative for mediation proceedings regarding environmental litigation
- 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

March 3, 2026

Commissioner Mark Letham called the regular meeting of the Board of Wahkiakum County Commissioners to order on March 3, 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: Commissioner Mark Letham, Commissioner Lee Tischer (via Zoom), Clerk of the Board Beth Johnson, Emergency Technology Coordinator Beau Renfro, Sheriff John Mason, Public Health Nurse Stacy Wynn, Healthy Communities Specialist Suzanne Mackey, HHS Director Chris Bischoff.

Flag Salute

Commissioner Mark Letham led the flag salute.

Regular Meeting Agenda

It was **M/S/A** by Commissioners Tischer and Letham approving the regular meeting agenda for March 3, 2026. Vote: Aye – Tischer and Letham. Unanimously approved.

Consent Agenda

It was **M/S/A** by Commissioners Tischer and Letham approving the consent agenda for March 3, 2026. Vote: Aye – Tischer and Letham. Unanimously approved. The consent agenda contained the following items:

- A. Tentative: Excuse Commissioner Dan Cothren
- B. Regular Meeting Minutes of February 24, 2026
- C. Resolution No. 35-26 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 \$392.62
- D. Resolution No. 36-26 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
- E. Voucher Approval - \$61,321.45

Public Comment

No public comments were made.

Board of Health

Youth Cannabis and Commercial Tobacco Prevention Program (YCCTPP)

Suzanne Mackey, HHS Coordinator for the Youth Cannabis and Commercial Tobacco Prevention Program, introduced two of the high school Community Health Advocates who discussed the upcoming prevention events for teens.

New Business

Appointments to the Health & Human Services Advisory Board

It was **M/S/A** by Commissioners Tischer and Letham to appoint Victoria Bussee to the HHS Board, (replacing Justin Helms), to represent the Family Health Center, effective through 12-31-26 and move to appoint Dr. Ralph Watkins, replacing Ric Palmer, to the school superintendent position on the board, effective through 12-31-28. Vote: Aye – Tischer and Letham. Unanimously approved.

Commissioner Attendance

Commissioner Dan Cothren entered the meeting at 9:39 a.m., after providing remote testimony to the Board of Natural Resources meeting.

Opening of Sealed Response to Request for Proposal (RFP) Spare Parts for the Emergency Radio Repeater System

The Clerk of the Board opened and read aloud the sealed responses for the Request for Proposal (RFP) regarding spare parts for the emergency radio repeater system.

The sole RFP response received was:

SAR Enterprises, Inc. dba Communications Northwest	\$28,775.91
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Sheriff

Courthouse Generator Project

Beau Renfro, Emergency Technology Coordinator, discussed the need to replace the courthouse generator which is aged and in danger of failing. The county's emergency services rely on the generator during power outages. A \$40,000 grant was awarded by the state 911 for the project, but additional funding of approximately \$50,000 will be needed.

It was **M/S/A** by Commissioners Letham and Tischer to support Beau Renfro in the creation of the public bid document to solicit bids for the replacement of the courthouse generator. Vote: Aye – Tischer, Letham, and Cothren. Unanimously approved.

Commissioner Reports

The Board provided their weekly report and discussed their work over the past week. Commissioner Cothren advised that he remotely made public comment at the Board of Natural Resources (BNR) meeting this morning regarding the county's next timber sales. The BNR is holding another meeting later this month and he plans to attend in person in Olympia to make public comments. Cothren continued to discuss timber related issues. Other topics discussed included IT related issues, and the current legislative session.

Commissioner Excusal

Commissioner Lee Tischer left the meeting prior to the executive session.

Executive Session ***RCW 42.30.110(1)(i) – Litigation***

The Chair announced that the Board will recess from the regular meeting at 9:55 a.m. for an executive session, to reconvene at 10:15 to discuss a county litigation matter with Dan Bigelow, Prosecuting Attorney, per RCW 42.30.110(1)(i).

Present: Chair Dan Cothren, Commissioner Mark Letham, Clerk of the Board Beth Johnson, Prosecuting Attorney Dan Bigelow, Sheriff John Mason, Assessor Drew Jenkins.

At 10:18, the Board opened the meeting again to extend the executive session until 10:35 a.m.

The Chair reconvened the regular meeting at 10:37 a.m. No action taken was taken following the executive session.

Adjournment

With no further business to come before the board, the meeting was adjourned at 10:40 a.m.

Attest: _____
Elizabeth Johnson
Clerk of the Board

Approved: _____
Daniel L. Cothren
Chair of the Board

WAHKIAKUM COUNTY VOUCHER APPROVAL

<u>FUND</u>	<u>FUND NAME</u>	<u>AMOUNT</u>	<u>FUND #</u>	<u>FUND NAME</u>	<u>AMOUNT</u>
001	CURRENT EXPENSE	\$21,458.52	119	CR CRIMINAL JUSTICE	
100	PUBLIC HEALTH	\$1,635.79	120	CRIME VICTIM/WITNESS	50.00
101	CHEM DEPENDANCY		121	BOAT SAFETY	
102	VETERAN RELIEF		122	DEV DISABILITIES	
103	FLOOD CONTROL		123	BEHAVIORAL HEALTH	\$7,901.45
			124	ARPA/LATCF/OPIOD	\$382.13
104	MENTAL HEALTH		126	CR ELECTRONIC COMM	
105	ELECTION RESERVE	3.72	127	RADIO COMM	\$231.00
106	FAIR		132	RURAL CO PUB FACILTY	
107	COUNTY ROAD	\$1,018.39	133	AFFORD HOUSING	
108	E- 911	\$110.00	134	HOMELESS HOUSING	
109	TOURISM		135	TRIAL COURT IMPROV.	
110	UNEMPLOYMENT		136	MUNICIPAL POOL	
111	SAND PIT	9,762.00	150	AUDITOR O&M	
112	CR EMERGENCY EXP		160	TRANSIT	\$14,291.75
113	CR PUBLIC WORKS		170	TREASURER O&M	
114	CR EMERGENCY MED	\$1,662.40	171	REET ELECTRONIC TECH	
115	CR CO PROPERTIES	\$22.53	195	FORFEITED PROP & SEIZURE	
116	CR CONT LIABILITIES	\$4,809.00	198	DRUG BUY	
117	CR INTER LOCAL		301	CAPITAL IMPRVMT FUND	
Payroll 40539-40550		26,878.46			
Payroll DD 20208-20317		400,646.56	402	JOHNSON PARK	
A/P Warrants 304306-304330		399,914.66	403	SOLID WASTE FUND	\$478.39
			501	E.R. & R	
SUB-TOTAL		\$867,922.03	SUB-TOTAL		\$23,334.72
WARRANT #'S _____			TOTAL WARRANTS		891,256.75

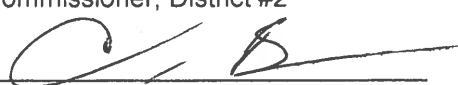
ATTESTED:

DATE: 3/10/2026

Commissioner, District # 1

Commissioner, District #2

Commissioner, District # 3


Auditor/Dep Auditor/Clerk of the Board

Account Name	Location Name	License/ Trade Name	Expiration Type	Subtype	Privilege Name
B & H KORAM, INC.	274 E STATE ROUTE 4, CATHLAMET, WA, 98221	5285 ANGIE'S CATHLAMET CHEVRON	4/30/2026 Liquor	Retail	Grocery Store - Beer/Wine

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: March 10th, 2026/ or Next available date thereafter

Presenter: Scott Jacot, Juvenile Court Administrator

Subject	Amended Detention Contract with Cowlitz Juvenile Detention
Background Information	Contract (price) increased to \$110 in 2005, \$144 in 2018, and \$152 in 2021. Detention costs continue to increase; with the rate of increase growing more quickly in re: staff costs, food costs, education, medical & liability/ insurance costs.
Recommendation	Adopt the amendment that increases the current cost per juvenile detention bed from \$152 per day to \$250 per day.
Alternatives	None. They are the only nearby juvenile detention facility.
Financial Impact	Usage of detention bed space has decreased in recent years, so impact is low.
Funds Available	No change from current source.
Action (Motion)	Move for the Board to approve Amendment No. 4 of the Agreement for Detention of Wahkiakum County Juveniles in Cowlitz County Juvenile Detention Facility which increases the current cost per juvenile per day to \$250.



**AMENDMENT NO. 4 TO
AGREEMENT FOR DETENTION OF WAHAKIUM COUNTY JUVENILES IN
COWLITZ COUNTY JUVENILE DETENTION FACILITY**

1. The Amendment NO. 4 to Agreement is between Cowlitz County, Washington, ("COWLITZ"), and WAHAKIUM County, Washington ("WAHAKIUM") shall take effect and be enforced on the date last signed below.
2. COWLITZ and WAHAKIUM have entered into an Agreement for juvenile services to wit: AGREEMENT FOR DETENTION OF WAHAKIUM COUNTY JUVENILES IN THE COWLITZ COUNTY JUVENILE DETENTION FACILITY, effective January 11th, 2005 (the "Original Agreement").
3. COWLITZ is now in need of continuing or modifying the Original Agreement with WAHAKIUM under the Original Agreement, as set forth herein, and BOTH COUNTIES are amendable to the amendment in providing services to WAHAKIUM, under the same terms and conditions of the Original Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Original Agreement is amended as follows:

- a. Section Q "COSTS PER BED" is amended to read as follows:

From the effective date of this Amendment through June 30th, 2027, WAHAKIUM COUNTY will pay \$250.00 per bed day, or any part thereof, for juveniles detained by COWLITZ COUNTY.

For the purposes of this agreement, a bed day is from 0001 hours to 2359 hours.

WAHAKIUM COUNTY shall only be charged for bed space physically occupied by their incarcerated juveniles.

2. Section S "CONSTITUTIONAL AND STATUTORY PROVISIONS" is amended with addition of the following terms and conditions:

Documentation produced under this Agreement or related thereto may be subject to Ch. 42.56 RCW, Public Records Act. COWLITZ COUNTY shall, upon request, disclose any public record unless an exemption(s) applies under the Public Records Act, or other Federal or Washington state laws. WAHAKIUM COUNTY shall fully cooperate with and assist COWLITZ COUNTY with respect to any request for public records received by COWLITZ COUNTY related to this Agreement.

3. This Amendment No. 4 is effective on the date last signed.

4. Except as provided above in Amendment No. 4 all terms, conditions, duties, obligations and provisions of the Original Agreement and any prior Amendment(s) shall remain in full force and effect.

The parties hereto have executed Amendment No. 4 and each signatory to this Amendment No. 4 warrants that he/she is duly authorized and executes the Amendment for and on behalf of the below-inscribed parties hereto.

BOARD OF COUNTY COMMISSIONERS FOR
WAHIAKUM COUNTY, WASHINGTON

By: _____
Daniel Cothren, Chairman

By: _____
Lee Tischer, Commissioner

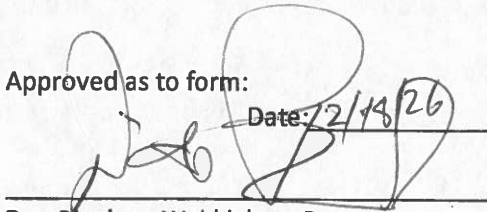
By: _____
Mark Letham, Commissioner

Date: _____

ATTEST:

By: _____
Beth Johnson, Wahkiakum Clerk of Board

Approved as to form:



Dan Bigelow, Wahkiakum Prosecutor

Date: 2/2/18/26

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

By: _____
Richard Dahl, Chairman

By: _____
Steven Ferrel, Commissioner

By: _____
Steve Rader, Commissioner

Date: _____

ATTEST:

Kelly Grayson, Cowlitz Clerk of Board

Date: _____

CONTRACT AMENDMENT FORM HAS
BEEN APPROVED BY COWLITZ
PROSECUTING ATTYS
OFFICE – CIVIL SECTION

APPROVED AS TO CONTENT AND FOR ADOPTION:

SUPERIOR COURT OF THE COUNTY OF
COWLITZ, WASHINGTON

Hon. _____, Presiding Judge
[Approved pursuant to GR 29]

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1
2 **DULY PASSED AND ADOPTED** this ____ day of March, 2026.
3

4 **BOARD OF COUNTY COMMISSIONERS**
5 **OF WAHIAKUM COUNTY, WASHINGTON**

6 **ATTEST:**

7
8 _____
9 Elizabeth Johnson
Clerk of the Board

Daniel L. Cothren, Chairman

10 **APPROVED AS TO FORM** this
11 _____ day of March, 2026.

Lee Tischer, Commissioner

12
13 _____
14 Daniel H. Bigelow
Prosecuting Attorney

Mark Letham, Commissioner

Filed for Record at Request of and
After recording return documents to:

Donald or Lajuana Wolcott
266 E. SR 4
Cathlamet, WA 98612

EASEMENT

FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, **GRANTOR, WAHKIAKUM COUNTY**, a municipal corporation of the State of Washington, hereby convey and warrant to **GRANTEES, DONALD J. WOLCOTT AND LAJUANA J. WOLCOTT**, and the marital community comprised thereof, and their successors and assigns, a nonexclusive easement for residential ingress, egress, and utilities; the easement area as shown, labeled, and delineated on that certain recorded plat recorded under Auditor's File No. 2033836, records of Wahkiakum County, Washington, which plat is incorporated herein by this reference. This easement shall benefit "Short Plat Lot 2" as delineated on the plat above indicated. Both the Easement and "Short Plat Lot 2" property are depicted and legally described on Attachment A, attached hereby and by this reference incorporated herein, said attachment being a copy of that short plat bearing Wahkiakum County Auditor's File No. 2033836. Any inconsistency between Attachment A and the plat recorded under Auditor's File No. 2033836 shall be resolved in favor of the original plat filed with the Auditor at File No. 2033836.

THIS EASEMENT shall be perpetual over, through, and across Grantors' property as described above.

DATED this _____ day of March, 2026.

COUNTY OF WAHKIAKUM, By:

Daniel L. Cothren, Chair, Board of Commissioners

STATE OF WASHINGTON)
) ss.
COUNTY OF WAHKIAKUM)

On this _____ day of March, 2026, before me personally appeared Daniel L. Cothren, to me known to be the chairman of the Wahkiakum County Board of County Commissioners, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary act deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Print name: _____
 Notary Public in and for the
 State of Washington, residing at _____
 My commission expires: _____

BASIS OF BEARING
THE EAST LINE OF LOT 9 PER THE
PLATS OF ROSENDALE HEIGHTS &
ADDITIONS 1 & 2
SEE SR 51-3

BASIS OF BEARING
THE EAST LINE OF LOT 9 PER THE
PLATS OF ROSENDALE HEIGHTS &
ADDITIONS 1 & 2
SEE SR 51-3

Reviewed and Approved this 9th day of February 2026
 [Signature]
 Williamson County Public Works Director

summed and approved this 10 day of February 20 '20
Siva Kumar
 Maheshaum County Health Officer

heretofore certified that all taxes on the land described herein have been fully paid to and including the year of 20

OWNERS SIGNATURES

THE NEW YORK TIMES

STATE OF WASHINGTON } ss.
COUNTY OF WASHINGTON }

On this day, personally appeared before me John H. Allen, a Notary Public in and for the State of Alabama, known to me to be the individual described in and who executed the within and foregoing instrument and acknowledged that he executed the same at Montgomery, free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal this 10 day of Feb
1960 at Montgomery.

VOICE

approval of this short plat does not guarantee the issuance of any future permits.

WARNING: Cumberland County has no responsibility to build, improve, maintain or otherwise serve any private roads contracted with at private services to the owners described in this short list.

one within this short subdivision shall not be further divided for a period of five years unless a law has been passed to the minimum County Subdivision size and $B \leq 5.17$

SURVEYOR'S CERTIFICATE: This said subdivision map correctly represents an original survey made by me, or under my direction in conformity with the requirements of the Survey Recording Act

November 20 25 of the
County of Lincoln Nebraska

MONITOR'S CERTIFICATE:

Filed for record this 16 day of February 2026
at 9:10 AM in book 3 of Short Sub on
page 38, at the request of [Signature]
County Auditor Darryl A. Miller

Short Subdivision No.

OWNER/DEVELOPER
Rebecca Walcott
22 Clover Street
Cathlamet, Wa 98612
(509) 297-3045
3601 431-3694

2025-2007

Feb 03 2026 - 4:34pm
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Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: March 10, 2026

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

Subject	Intergovernmental Cooperative Agreement Between Pacific County and Wahkiakum County to provide joint sharing of equipment
Background Information	Our current agreement with Pacific County has expired The agreement covers joint sharing in the acquisition of equipment, supplies & series; allowing the disposal of equipment by one agency for another; and that either party be allowed to rent certain pieces of equipment owned by the other county.
Recommendation	Approve a new Intergovernmental Cooperative Agreement with Pacific County
Alternatives	Take no action
Financial Impact	Cost of renting equipment from Pacific as needed
Funds Available	Wahkiakum County Road Fund
Action (Motion)	Motion to enter into an Intergovernmental Cooperative Agreement Pacific County for joint sharing of equipment

INTERGOVERNMENTAL COOPERATION AGREEMENT

This **AGREEMENT** is between Wahkiakum County ("WAHKIAKUM COUNTY"), a political subdivision of the State of Washington, and Pacific County ("PACIFIC COUNTY"), a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington provides the interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and Chapter 39.34 of the Revised Code of Washington provides for intergovernmental services; and

WHEREAS, both parties are limited in funds and agree to share resources where mutually agreed.

NOW, THEREFORE, the parties agree as follows:

I. PURPOSE

The purpose of this AGREEMENT is to provide joint sharing in the acquisition of equipment, supplies and series; allowing the disposal of equipment by one agency for another; and that either party be allowed to rent certain pieces of equipment owned by the other County. PACIFIC COUNTY will perform through the Road Division of the PACIFIC COUNTY Public Works Department, the following work at a time and in a convenient manner: construction, repair or maintenance of the streets, bridges, drainage facilities, sidewalks, curbing's, traffic control devices, and further miscellaneous services including engineering and right-of-way services on an individual basis. Upon written request made upon a form ("Work Task Order Request") supplied by the requesting party, the performing party agrees to perform work requested, reserving however, the right to deny or approve each request on an individual basis. Performing party will be reimbursed for the costs of the work performed and its workers, based on the actual cost of labor, equipment rental, and materials used in the construction, repair, or maintenance work involved, including costs of overhead, indirect costs, and fringe benefits to labor. Performing party shall submit a statement of the costs incurred in performance of the work to requesting party, and within thirty (30) days thereafter the requesting part shall pay the performing party the amount of the statement.

II. ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of the AGREEMENT. This AGREEMENT shall be administered by WAHKIAKUM COUNTY and PACIFIC COUNTY.

III. SCOPE

WAHKIAKIM COUNTY, in contracting for the purpose of goods and services for itself, agrees to so contract also on behalf of PACIFIC COUNTY, to the extent permitted by law and agreed upon between the parties. Likewise, PACIFIC COUNTY, in contracting for purchase of goods and services for itself, agrees to so contract also on behalf of WAHKIAKUM COUNTY, to the extent permitted by law and agreed upon between both parties.

IV. DURATION OF AGREEMENT – TERMINATION

This AGREEMENT shall remain in force until December 31, 2027 PROVIDED, that the AGREEMENT may be terminated by either party by giving ten (10) days written notice to the other, PROVIDED, that termination shall not affect or impair joint purchases of the parties that are agreed to before termination.

V. RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED

Each party shall have the right to contract independently for the purchase of goods or services. Each party shall also have the right to exclude the other party from particular purchases for any reason, whether with or without notice to the other party. PROVIDED, that nothing in this paragraph shall impair existing or agreed-upon future joint purchases of the parties.

VI. COMPLIANCE WITH LEGAL REQUIREMENTS

In making purchase contracts hereunder, the contracting party shall comply fully with the legal requirements applicable to its purchase.

VII. FINANCING

Whenever either party desires to make purchases under a contract entered into by the other party, it shall timely provide the other party with all necessary descriptions, specifications, and other relevant information. The party whose purchases are included in contracts entered into by the other party shall likewise make timely payment, therefore; each party accepts no responsibility for the payment or acquisition price of equipment or services intended for use by the other party.

VIII. ACQUISITION, OWNERSHIP, AND DISPOSITION OF PROPERTY

All purchases by either party pursuant to the terms of this AGREEMENT shall be the property of the purchaser and held or disposed of by the sole discretion of the purchaser. For purposes of this section “purchases” means the party contracting with a third party to acquire particular goods or services. PROVIDED, that if the party contracting with the vendor accepts full payment from the other party for goods or services in question, such other party becomes the “purchaser” of those goods or services.

IX. RENTAL OF EQUIPMENT

From time to time, the parties may have a need of public works equipment and machinery of the sort owned by the other party. Each party is authorized to rent to the other any equipment or machinery from the other party when, and for as long as, such equipment or machinery is available to spare. The rates of such rental shall be established by each party on an annual basis and supplied to the other party when set or upon request. The parties’ current applicable rental rate schedules are attached hereto as **Appendices A and B**. Rented equipment shall be supplied to the renting party in good and operable condition and shall be returned in the same condition as received, less reasonable wear and tear.

X. FILING

Executed copies of the AGREEMENT shall be filed as required by Chapter 39.34.040 of the Revised Code of Washington prior to this AGREEMENT becoming effective.

XI. INTERLOCAL COOPERATIVE DISCLOSURE

Each party may insert in its solicitations for equipment a provision that other authorized government agencies may also wish to procure the equipment being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid, price, terms, and conditions.

XII. NON-DELEGATION/NON-ASSIGNMENT

Each party may insert in its solicitations for equipment a provision that other authorized government agencies may also wish to procure the equipment being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid, price, terms, and conditions.

XIII. SEVERABILITY

Any provision of this AGREEMENT, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without the invalidation the remaining provision or affecting the validity or enforcement of such provisions.

XIV. INDEMNIFICATION BY PARTIES

To the fullest extent permitted by law, WAHIAKUM COUNTY agrees to indemnify, defend and hold PACIFIC COUNTY and its departments, elected and appointed official, employees, agents and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) arising in connection with performance of this AGREEMENT, which are caused in whole or in part by any action or omission, negligent or otherwise, of WAHIAKUM COUNTY, its employees, agents, or volunteers or WAHIAKUM COUNTY subcontractors and their employees, agents, or volunteers.

To the fullest extent permitted by law, PACIFIC COUNTY agrees to indemnify, defend and hold WAHIAKUM COUNTY and its departments, elected and appointed official, employees, agents and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) arising in connection with performance of this AGREEMENT, which are caused in whole or in part by any action or omission, negligent or otherwise, of PACIFIC COUNTY, its employees, agents, or volunteers or PACIFIC COUNTY subcontractors and their employees, agents, or volunteers.

The indemnification obligation of one party shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the other party. This indemnification obligation of the parties shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the PARTIES hereby expressly waive any immunity afforded by such acts, as respects the other party only. The foregoing indemnification obligations of the PARTIES are a material inducement to join in this AGREEMENT and have been mutually negotiated by the parties.

XV. PARTICIPATION PARTIES – NO WAIVER

The PARTIES reserve the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the PARTIES' indemnity obligation under the Contract.

XVI. SURVIVAL OF CONTRACTOR'S INDEMNITY OBLIGATIONS

The PARTIES agree that all mutual indemnity obligations shall survive the completion expiration or termination of this AGREEMENT.

XVII. INSURANCE

Each party shall obtain and maintain insurance coverage from a solvent insurance provider, solvent insurance pool or self-insurance program that is sufficient to address and cover the duties, responsibilities, and obligations of this AGREEMENT. Upon request, a party shall provide evidence of insurance coverage, in the form of certificate of insurance from an insurance provider or a letter confirming coverage from an insurance pool or self-insurance program.

XVIII. ENTIRE AGREEMENT

This AGREEMENT contains the entire written AGREEMENT of the parties and supersedes all prior discussions. This AGREEMENT may be amended only in writing, signed by both parties.

XIX. NO THIRD-PARTY RIGHTS

This AGREEMENT is solely for the benefit of the parties and gives no right to any other party of person.

XX. JURISDICTION AND VENUE

This AGREEMENT shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Pacific County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this AGREEMENT.

XXI. COUNTERPARTS

This AGREEMENT may be signed in counterparts and, if so signed, shall be deemed one integrated AGREEMENT.

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

Chair

Commissioner

**BOARD OF COUNTY COMMISSIONERS
OF PACIFIC COUNTY, WASHINGTON**

Jerry Doyle, Chair

David Tobin, Commissioner

Commissioner

Lisa Olsen, Commissioner

Dated this _____ day of _____, 2026.

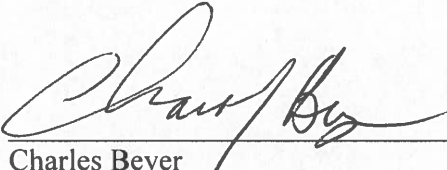
Dated this _____ day of _____, 2026.

ATTEST:

ATTEST:

Clerk of the Board

Amanda Bennett, Clerk of the Board

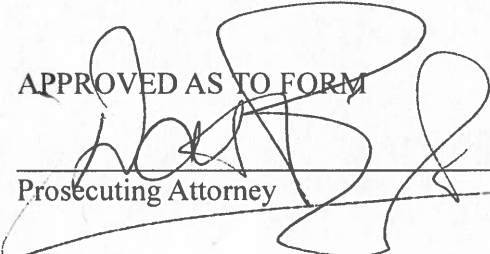


Charles Beyer
Director of Public Works

Jennifer Oatfield
Director of Public Works

APPROVED AS TO FORM

APPROVED AS TO FORM



Prosecuting Attorney

WSBA #

Prosecuting Attorney

WSBA #

Equipment Rental & Revolving (ER&R) Rates for Fiscal Year 2023

Vehicle Number	Year	Make	Model	Description	Total Direct Costs, Monthly	Total Fixed Costs, Monthly	Total O&M Monthly Rates	Total Replacement Costs, Monthly	Total Monthly Rates	Total Hourly Rates	Total Hourly Rates (less Replacement)
Pickup Trucks											
24	2008	Ford	F250 Crew Cab	2008 Ford F250 Crew Cab 4x4	\$ 551.16	\$ 82.33	\$ 633.69	\$ 190.68	\$ 824.37	\$ 4.68	\$ 3.60
26	2017	Ford	F250 Crew Cab	2017 NEW SURVEY TRUCK FORD F250	\$ 760.65	\$ 89.11	\$ 849.75	\$ 276.90	\$ 1,126.65	\$ 6.40	\$ 4.83
61	2006	Chevrolet	Silverado 15	2006 Chev 1/2 T. Pickup	\$ 444.01	\$ 55.40	\$ 499.41	\$ 124.17	\$ 623.58	\$ 3.54	\$ 2.84
63	2008	Ford	Crew Cab	DCID Litter Truck	\$ 410.32	\$ 74.93	\$ 485.25	\$ 148.28	\$ 633.53	\$ 3.60	\$ 2.76
65	2012	Dodge	Ram 1500	2012 Dodge Ram 1500	\$ 598.62	\$ 63.81	\$ 662.43	\$ 243.75	\$ 906.18	\$ 5.15	\$ 3.76
66	2012	Ford	F250 Ext Cab	2012 Ford F250 3/4-T. Ext Cab P/U	\$ 783.92	\$ 74.09	\$ 858.02	\$ 233.10	\$ 1,091.12	\$ 6.20	\$ 4.88
67	2012	Ford	F350 CC 4x4	2012 Ford F350 Crew Cab 4x4	\$ 396.56	\$ 100.72	\$ 497.27	\$ 244.96	\$ 742.23	\$ 4.22	\$ 2.83
68	2012	Dodge	Ram 1500	2012 Dodge Ram 1500	\$ 564.33	\$ 63.81	\$ 628.13	\$ 243.75	\$ 871.88	\$ 4.95	\$ 3.57
69	2018	Ford	F150	2018 FORD F150	\$ 567.72	\$ 86.64	\$ 654.35	\$ 305.34	\$ 959.69	\$ 5.45	\$ 3.72
71	2019	Ford	F250 Ext Cab	2019 Ford F250 3/4-T. Ext Cab P/U	\$ 847.04	\$ 93.26	\$ 940.29	\$ 320.16	\$ 1,260.45	\$ 7.16	\$ 5.34
72	2019	Ford	F350 Ext Cab	2019 Ford F350 4X4 CREW CAB SS SRW	\$ 572.00	\$ 111.51	\$ 683.51	\$ 424.27	\$ 1,107.78	\$ 6.29	\$ 3.88
86	1999	Ford	F230 4X4 Pickup	1999 Ford F250 4X4 Pickup	\$ 381.93	\$ 63.50	\$ 445.43	\$ 116.11	\$ 561.54	\$ 3.19	\$ 2.53
89	2004	Ford	Crew Cab 4x2	2004 Ford Crew Cab 4x2	\$ 383.32	\$ 74.11	\$ 457.42	\$ 155.78	\$ 613.21	\$ 3.48	\$ 2.60
91	2015	Ford	F350	Ford F350 Diesel	\$ 394.22	\$ 113.86	\$ 508.08	\$ 345.82	\$ 853.90	\$ 4.85	\$ 2.89
92	2015	Chevy	Silverado 2500	2015 Chevy Silverado 2500	\$ 577.72	\$ 118.51	\$ 696.23	\$ 289.70	\$ 985.93	\$ 5.60	\$ 3.96
93	2016	FORD	F150	2016 FORD F150 PK	\$ 673.77	\$ 88.80	\$ 762.57	\$ 324.63	\$ 1,087.21	\$ 6.18	\$ 4.33
94	2016	FORD	F150	2016 FORD F150 PK	\$ 673.77	\$ 88.80	\$ 762.57	\$ 324.63	\$ 1,087.21	\$ 6.18	\$ 4.33
95	2016	FORD	F150	2016 FORD F150 PK	\$ 673.77	\$ 88.80	\$ 762.57	\$ 324.63	\$ 1,087.21	\$ 6.18	\$ 4.33
96	2016	FORD	F-550 (Plow)	2016 FORD F550 PU	\$ 347.03	\$ 220.01	\$ 567.04	\$ 750.90	\$ 1,317.94	\$ 7.49	\$ 3.22
98	2017	FORD	F-550 (plow)	2017 FORD F550 PU	\$ 339.73	\$ 236.20	\$ 565.92	\$ 750.68	\$ 1,325.61	\$ 7.53	\$ 3.22
99	2020	Chevy	Silverado 2500	2020 Chevy Silverado 2500	\$ 339.63	\$ 101.36	\$ 440.99	\$ 385.24	\$ 826.23	\$ 4.69	\$ 2.51
100	2020	Chevy	Silverado 2500	2020 Chevy Silverado 2500	\$ 630.18	\$ 101.36	\$ 731.54	\$ 385.24	\$ 1,116.78	\$ 6.35	\$ 4.16
101	2020	Chevy	Silverado 2500	2020 Chevy Silverado 2500	\$ 361.62	\$ 101.36	\$ 462.98	\$ 385.24	\$ 848.23	\$ 4.82	\$ 2.63
42	2017	Ford	F450	2017 Ford F450	\$ 414.42	\$ 196.74	\$ 611.16	\$ 850.27	\$ 1,461.43	\$ 8.30	\$ 3.47
41	2003	Ford	F450 I-T.	2003 Ford F450 I-T.	\$ 343.38	\$ 120.79	\$ 464.18	\$ 257.52	\$ 721.70	\$ 4.10	\$ 2.64
90	1995	Chevrolet	HD3500	1995 Chevrolet HD3500	\$ 484.79	\$ 166.88	\$ 651.67	\$ 211.49	\$ 863.16	\$ 4.90	\$ 3.70

Equipment Rental & Revolving (ER&R) Rates for Fiscal Year 2023

Vehicle Number	Year	Make	Model	Description	Total Direct Costs, Monthly	Total Fixed Costs, Monthly	Total O&M Monthly Rates	Total Replacement Costs, Monthly	Total Monthly Rates	Total Hourly Rates	Total Hourly Rates (less Replacement)
Dump Trucks											
15	2009	Ford	W47 F450 CC 4x4	2009 Ford F450 4x4 w/toolboxes	\$ 671.83	\$ 186.89	\$ 858.72	\$ 412.45	\$ 1,271.17	\$ 7.22	\$ 4.88
35	2002	Dodge	Ram 3500 BR3163	2002 Dodge Ram 3500 BR3163	\$ 276.57	\$ 87.40	\$ 363.97	\$ 138.23	\$ 502.20	\$ 2.85	\$ 2.07
36	2004	Ford	F450 4x2	2004 Ford F450 4x2	\$ 359.16	\$ 87.33	\$ 446.49	\$ 161.41	\$ 607.90	\$ 3.45	\$ 2.54
37	2006	Ford	F450 I-T. Dump	2006 Ford F450 I-T. Dump	\$ 1,204.97	\$ 92.07	\$ 1,297.04	\$ 189.07	\$ 1,486.11	\$ 8.44	\$ 7.37
39	2008	Ford	F450	2008 Ford F450 Flatbed Dump	\$ 1,256.97	\$ 173.99	\$ 1,430.96	\$ 487.07	\$ 1,918.04	\$ 10.90	\$ 8.13
134	1991	Kenworth	10-yd. Dump	1991 Kenworth 10-yd. Dump	\$ 1,603.32	\$ 242.88	\$ 1,846.19	\$ 588.56	\$ 2,434.76	\$ 13.83	\$ 10.49
135	1991	Kenworth	10-yd. Dump	1991 Kenworth 10-yd. Dump	\$ 1,603.32	\$ 247.80	\$ 1,851.12	\$ 587.18	\$ 2,438.30	\$ 13.85	\$ 10.52
136	1999	Freightliner	10-yd. Dump	1999 Freightliner 10-yd. Dump	\$ 1,714.67	\$ 238.65	\$ 1,953.32	\$ 777.16	\$ 2,730.49	\$ 15.51	\$ 11.10
137	1999	Freightliner	10-yd. Dump	1999 Freightliner 10-yd. Dump	\$ 1,468.70	\$ 238.65	\$ 1,707.35	\$ 787.55	\$ 2,494.90	\$ 14.18	\$ 9.70
138	2000	Kenworth	10-yd. Dump	2000 Kenworth 10-yd. Dump	\$ 2,105.21	\$ 339.38	\$ 2,444.59	\$ 758.70	\$ 3,203.29	\$ 18.20	\$ 13.89
139	2001	Kenworth	10-yd. Dump	2001 Kenworth 10-yd. Dump	\$ 2,065.37	\$ 308.49	\$ 2,373.86	\$ 807.49	\$ 3,181.35	\$ 18.08	\$ 13.49
140	1988	Kenworth	Truck	1988 Kenworth Truck	\$ 1,065.45	\$ 90.18	\$ 1,155.63	\$ 204.01	\$ 1,359.65	\$ 7.73	\$ 6.57
Trailers											
178	1993	Butler	Trailer	1993 Butler Trailer	\$ 241.11	\$ 14.68	\$ 255.78	\$ 41.84	\$ 297.63	\$ 1.69	\$ 1.45
179	1995	Pioneer	MAX 40 Pup	1995 Pioneer MAX 40 Pup	\$ 287.38	\$ 90.06	\$ 377.44	\$ 217.77	\$ 595.21	\$ 3.38	\$ 2.14
180	1995	Pioneer	MAX 40 Pup	1995 Pioneer MAX 40 Pup	\$ 287.38	\$ 90.06	\$ 377.44	\$ 222.77	\$ 600.21	\$ 3.41	\$ 2.14
181	1997	Pioneer	MAX 40 Pup	1997 Pioneer MAX 40 Pup	\$ 287.38	\$ 87.65	\$ 375.03	\$ 235.54	\$ 610.57	\$ 3.47	\$ 2.13
182	1997	Pioneer	MAX 40 Pup	1997 Pioneer MAX 40 Pup	\$ 287.38	\$ 87.65	\$ 375.03	\$ 235.54	\$ 610.56	\$ 3.47	\$ 2.13
183	2001	Pioneer	3-Axle Pup	2001 Pioneer 3-Axle Pup	\$ 287.38	\$ 81.43	\$ 368.80	\$ 263.28	\$ 632.09	\$ 3.59	\$ 2.10
184	2007	PJ	Carhauler Trail	Liter Trailer	\$ 234.55	\$ 7.43	\$ 241.98	\$ 28.75	\$ 270.73	\$ 1.54	\$ 1.37
190	1997	Trail King	TK50RB	1997 Trail King TK50RB	\$ 275.81	\$ 71.55	\$ 347.36	\$ 195.65	\$ 543.01	\$ 3.09	\$ 1.97
192	2016	TRAIL KING	TK50RB-373	2015 TRAIL KING TK50RB-373	\$ 275.81	\$ 175.68	\$ 451.50	\$ 424.30	\$ 875.79	\$ 4.98	\$ 2.57
Loaders											
205	1983	Caterpillar	930	1983 Caterpillar 930 w/attachment	\$ 470.60	\$ 2,806.36	\$ 3,276.96	\$ 418.24	\$ 3,695.20	\$ 21.00	\$ 18.62
206	1991	John Deere	Loader	1991 John Deere Loader w/attachment	\$ 409.63	\$ 180.27	\$ 679.88	\$ 526.55	\$ 1,206.43	\$ 6.85	\$ 3.86
207	2006	John Deere	450J LGP	2006 JD Low Ground Pressure Dozer	\$ 373.40	\$ 140.45	\$ 513.85	\$ 464.42	\$ 978.26	\$ 5.56	\$ 2.92
208	2012	John Deere	544K	2012 John Deere 544K Wheel Loader	\$ 460.81	\$ 377.53	\$ 838.34	\$ 1,063.30	\$ 1,901.64	\$ 10.80	\$ 4.76

Equipment Rental & Revolving (ER&R) Rates for Fiscal Year 2023

Vehicle Number	Year	Make	Model	Description	Total Direct Costs, Monthly	Total Fixed Costs, Monthly	Total O&M Monthly Rates	Total Replacement Costs, Monthly	Total Monthly Rates	Total Hourly Rates	Total Hourly Rates (less Replacement)
Graders											
224	2001	Cat	120H	2001 Cat 120H	\$ 1,238.42	\$ 391.05	\$ 1,629.47	\$ 747.18	\$ 2,376.65	\$ 13.50	\$ 9.26
225	2001	Cat	120H	2001 Cat 120H	\$ 1,076.83	\$ 382.11	\$ 1,458.94	\$ 729.81	\$ 2,188.75	\$ 12.44	\$ 8.29
Backhoes											
243	2007	John Deere	130SJ	2007 John Deere 130SJ Backhoe (310SJ?)	\$ 614.95	\$ 209.65	\$ 824.60	\$ 699.52	\$ 1,524.12	\$ 8.66	\$ 4.69
244	2016	JOHN DEER	310HL	BACKHOE LOADER	\$ 476.21	\$ 299.38	\$ 775.59	\$ 1,063.55	\$ 1,839.15	\$ 10.45	\$ 4.41
Excavators											
260	2014	JOHN DEERE	135G	Excavator	\$ 639.12	\$ 467.39	\$ 1,106.51	\$ 1,488.32	\$ 2,594.82	\$ 14.74	\$ 6.29
261	2015	JOHN DEERE	135G	EXCAVATOR	\$ 462.59	\$ 477.95	\$ 940.53	\$ 1,529.38	\$ 2,469.91	\$ 14.03	\$ 5.34
Brooms											
316	2014	Broce	RC-350	Broce Broom	\$ 699.02	\$ 113.29	\$ 812.31	\$ 415.10	\$ 1,227.40	\$ 6.97	\$ 4.62
317	2017	Broce	RC-350	Broce Broom	\$ 705.66	\$ 165.59	\$ 871.26	\$ 565.62	\$ 1,436.88	\$ 8.16	\$ 4.95
Chippers											
323	2013	Bandit	250XP	Brush Chipper	\$ 245.75	\$ 111.84	\$ 357.59	\$ 294.48	\$ 652.08	\$ 3.70	\$ 2.03
324	2020	VERMEER	BC1000XL	Brush Chipper	\$ 205.70	\$ 122.37	\$ 328.07	\$ 357.21	\$ 685.29	\$ 3.89	\$ 1.86
Rollers											
341	2019	BOMAG BW 120	BOM5229	2019 BOMAG BW 120 AD-5	\$ 256.29	\$ 134.43	\$ 390.71	\$ 488.28	\$ 878.99	\$ 4.99	\$ 2.22
342	2018	BOMAG BW11 RI15	BOM4799	2018 BOMAG BW11 RH5	\$ 251.78	\$ 235.92	\$ 487.70	\$ 560.00	\$ 1,047.70	\$ 5.95	\$ 2.77
345	1990	Ingersoll Rand		1990 Ingersoll Rand Roller	\$ 233.75	\$ 232.16	\$ 465.91	\$ 222.51	\$ 688.42	\$ 3.91	\$ 2.65
346	1993	DD24		Dirt Roller	\$ 632.00	\$ 91.62	\$ 632.00	\$ 114.69	\$ 838.30	\$ 4.76	\$ 4.11
360	2008	DD24	SV212	2008 Case Dirt Roller	\$ 357.69	\$ 305.17	\$ 662.86	\$ 577.28	\$ 1,240.14	\$ 7.05	\$ 3.77
361	2008	Dynapac	CA134D	Soil Compactor/Dirt Roller	\$ 281.58	\$ 133.06	\$ 414.64	\$ 343.49	\$ 758.13	\$ 4.31	\$ 2.36
Tailgates											
549	1993	Swenson	SA Tailgate	1993 Swenson SA Tailgate	\$ 30.40	\$ 5.34	\$ 35.74	\$ 55.87	\$ 91.62	\$ 0.52	\$ 0.20
551	1993	Swenson	Tailgate	1993 Swenson Tailgate	\$ 30.40	\$ 5.27	\$ 35.67	\$ 57.20	\$ 92.86	\$ 0.53	\$ 0.20
552	1993	Swenson	Tailgate	1993 Swenson Tailgate	\$ 30.40	\$ 5.27	\$ 35.67	\$ 57.20	\$ 92.86	\$ 0.53	\$ 0.20
553	1993	Swenson	Tailgate	1993 Swenson Tailgate	\$ 30.40	\$ 5.27	\$ 35.67	\$ 55.88	\$ 91.54	\$ 0.52	\$ 0.20
550	1993	Swenson	EV100-12-54	1993 Swenson EV100-12-54	\$ 49.68	\$ 34.67	\$ 84.35	\$ 125.44	\$ 209.79	\$ 1.19	\$ 0.48
Mini excavators											
263	2021	Kubota		2021 Kubota Mini Excavator	\$ 1,029.69	\$ 233.14	\$ 1,262.84	\$ 527.89	\$ 1,790.73	\$ 10.17	\$ 7.18
264	2021	Donsan	DX30	2021 Donsan Mini Excavator	\$ 988.03	\$ 233.14	\$ 1,221.17	\$ 527.89	\$ 1,749.06	\$ 9.94	\$ 6.94
Miscellaneous											
516R/516R*	2012	KENWORTH	T800	VAC CON MODEL 2012 KENWORTH T800	\$ 895.33	\$ 704.92	\$ 1,600.25	\$ 2,526.79	\$ 4,127.04*	\$ 23.45	\$ 9.09

Equipment Rental & Revolving (ER&R) Rates for Fiscal Year 2023

Vehicle Number	Year	Make	Model	Description	Total Direct Costs, Monthly	Total Fixed Costs, Monthly	Total O&M Monthly Rates	Total Replacement Costs, Monthly	Total Monthly Rates	Total Hourly Rates	Total Hourly Rates (less Replacement)
513	2008	International	Rosco Max 3	2008 International Rosco Distributor	\$ 1,234.69	\$ 512.59	\$ 1,747.28	\$ 1,283.21	\$ 3,030.48	\$ 17.22	\$ 9.93
511	1973	Ford	F-700	1973 Ford F-700	\$ 510.24	\$ 53.15	\$ 563.39	\$ 423.52	\$ 986.91	\$ 5.61	\$ 3.20
515	1991	International	Water Truck	1991 International Water Truck	\$ 439.62	\$ 162.99	\$ 602.61	\$ 286.57	\$ 889.18	\$ 5.05	\$ 3.42
540	2007	6.4 Cubic Yd	SS Hopper	Salt Spreader	\$ 67.37	\$ 40.70	\$ 108.08	\$ 90.40	\$ 198.67	\$ 1.13	\$ 0.62
582	2019	ETNYRE	CHIPSREADER	2019 ETNYRE CHIPSREADER	\$ 500.45	\$ 927.54	\$ 1,427.99	\$ 2,831.56	\$ 4,259.55	\$ 24.20	\$ 8.11
658	1984	Frnk	3911	1984 Frnk 3911 Snow Plow	\$ 59.63	\$ 23.35	\$ 82.97	\$ 152.58	\$ 235.55	\$ 1.34	\$ 0.47
659	1984	Frnk	3911	1984 Frnk 3911 Snow Plow	\$ 62.43	\$ 23.35	\$ 85.78	\$ 152.58	\$ 238.36	\$ 1.35	\$ 0.49
661	1984	Frnk	3911	1984 Frnk 3911 Snow Plow	\$ 56.58	\$ 23.35	\$ 79.93	\$ 153.43	\$ 233.36	\$ 1.33	\$ 0.45
362	2020	HONDA	GX630	STEAM CLEANER HOTPW TRAILER HONDA A/C	\$ 261.93	\$ 30.17	\$ 292.10	\$ 96.28	\$ 388.38	\$ 2.21	\$ 1.66
97	1998	FREIGHTLINER		1998 FREIGHTLINER WITH ALTEC LIFT	\$ 571.50	\$ 74.26	\$ 645.76	\$ 587.72	\$ 1,233.48	\$ 7.01	\$ 3.67
262	2011	KUBOTA	PAVER 8515	PAVER KUBOTA	\$ 475.89	\$ 251.80	\$ 727.69	\$ 796.59	\$ 1,524.28	\$ 8.66	\$ 4.13
314	2002	John Deere	7210 FWD	2002 John Deere tractor 7210 FWD	\$ 2,533.40	\$ 328.71	\$ 2,862.10	\$ 590.54	\$ 3,452.65	\$ 19.62	\$ 16.26
216	2007	Asphalt Zipper	AZ500	2007 AZ500 Zipper w/trailer	\$ 366.44	\$ 294.79	\$ 661.23	\$ 549.92	\$ 1,211.15	\$ 6.88	\$ 3.76
313	2013	JOHN DEERE	610M CAB TRACTO	BOOM MOWER	\$ 1,464.05	\$ 244.58	\$ 1,708.63	\$ 910.42	\$ 2,619.05	\$ 14.88	\$ 9.71
6	2014	Ford	Escape4D	Ford Escape 4 Door Sedan	\$ 157.48	\$ 55.00	\$ 212.49	\$ 146.61	\$ 359.10	\$ 2.04	\$ 1.21
344	1986	Hyster		1986 Hyster	\$ 163.90	\$ 131.35	\$ 295.25	\$ 202.86	\$ 498.12	\$ 2.83	\$ 1.68
318	2020	SABER	30525SD MIDMOUN	BOOM MOWER	\$ 74.23	\$ 199.68	\$ 273.91	\$ 657.21	\$ 931.12	\$ 5.29	\$ 1.56
591	2009	Midland	Shoulder Machine	2009 Midland Shoulder Machine	\$ 531.70	\$ 258.40	\$ 790.09	\$ 418.65	\$ 1,208.74	\$ 6.87	\$ 4.49

*This monthly rate is paid between two funds, Flood (108) and Roads (104). Half of the monthly rate should be charged to each fund.

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 03/10/2026

Presenter: Beau Renfro, Emergency Technology Coordinator

Subject	Accept the bids for the list of "Spare Parts" provided by Communication NW for the Wahkiakum County Emergency Radio Repeater System.
Background Information	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. Our SLA with Communications NW requires us to have this equipment on standby. The following BIDS were opened on 3/3/2026 during the normal BOCC meeting as shown below: • Communication NW
Recommendation	I recommend selecting the BID as provided by Communications NW in the amount of \$28,775.91
Alternatives	N/A
Financial Impact	This cost will be paid through Fund 127 The Radio Communication fund.
Funds Available	Fund 127 - the Radio Communications Fund
Action (Motion)	Move to Accept the BID as presented by Communication NW in the amount of \$28,775.91 to be paid for out of fund 127 the Radio Communication fund.

Wahkiakum County Sheriff's Office

Sheriff John Mason



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

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

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	6747.00	6747.00
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	1440.00	1440.00
Custom Project Materials	1204-08 SecureSync Option Card with (3) 5 MHz Outputs	1	1355.00	1355.00
Notes	**SPARE ANTAIRA SWITCH**			
LMX-2602G-SFP	Antaira LMX-2602G-SFP (-T) 26-Port Managed Gigabit Ethernet Switch with 2 SFP Slots	1	2492.86	2492.86
Notes	**RECOMMENDED AVTEC SPARE DISPATCH CONSOLE PARTS **			
ACCUSB-FSW-WIDE	USB Wide Treadle PTT Footswitch Accessory, Software Media Workstation	1	370.50	370.50
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	981.35	981.35
Notes	**RECOMMENDED TAIT SITE EQUIPMENT**			
T01-01103-BAAA	TB9400 Reciter 136-174MHz **Actual P/N to be provided T01-11103-BAAA. This P/N replaced T01-01103-BAAA	2	2339.14	4678.28
T01-01121-BBBA	TB94 Linear PA 136-174M 100W **Actual P/N to be provided T01-11121-BBBA. This P/N replaced T01-01121-BBBA	2	1847.78	3695.56
T01-11140-ADAA	TB9 Stocker PMU TD440-ACDC48 Aux12/24/48	2	2266.62	4533.24
	Any Provisioning costs			
	Any additional costs please explain:			
Shipping Note	Shipping and Handling	\$400.00		
Sales Tax	Sales Tax	\$ 2082.12		
Total BID		\$ 28,775.91		

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

Bidding Company: SAR ENTERPRISES, INC DBA COMMUNICATIONS NORTHWEST

Name of contact person: (Print) SCOTT A. REILLY (Sign) [Signature] PRESIDENT

Phone # of Contact person: 503 232 9031 Email: SCOTT.REILLY@COMMND.COM

Complete Mailing Address: 9510 SE MAIN ST., MILWAUKIE, OR 97222



COMMUNICATIONS NORTHWEST

Communications Northwest
9510 SE Main St
Milwaukie OR 97222
United States

www.commnw.com

Quote

Quote #QU14242

Date:2/26/2026

This Quote Expires On: 3/26/2026

Bill To	Ship To
ERRS, BEAU RENFRO WAHIAKUM COUNTY SHERRIFF'S OFFICE PO BOX 65 CATHLAMET WA 98612 United States	WAHIAKUM COUNTY ERRS/BEAU RENFRO 64 MAIN STREET CATHLAMET WA 98612 United States

Sales Rep	Terms	PO Number
John Clark	Net 30	

Item	Description	Quantity	Price	Total
Notes	**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	\$6,747.00	\$6,747.00
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	\$1,440.00	\$1,440.00
1204-08	SecureSync 5 MHz Out Option Card	1	\$1,355.00	\$1,355.00
LMX-2602G-SFP	Antaira LMX-2602G-SFP (-T) 26-Port Managed Gigabit Ethernet Switch with 2 SFP Slots	1	\$2,492.86	\$2,492.86
ACCUSB-FSW-WIDE	USB Wide Treadle PTT Footswitch Accessory, Software Media Workstation	1	\$370.50	\$370.50
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	\$981.35	\$981.35
T01-11103-BAAA	TB9400 Stocker Reciter 136-174M	2	\$2,339.14	\$4,678.28
T01-11121-BBBA	TB9400 Stocker Lin PA 136-174M 100W	2	\$1,847.78	\$3,695.56
T01-11140-ADAA	TB9 Stocker PMU TD440-ACDC48 Aux12/24/48	2	\$2,266.62	\$4,533.24
Shipping	Shipping and Handling	1	\$400.00	\$400.00
Subtotal				\$26,693.79



**COMMUNICATIONS
NORTHWEST**

Communications Northwest
9510 SE Main St
Milwaukie OR 97222
United States

www.commnw.com

Quote

Quote #QU14242

Date:2/26/2026

This Quote Expires On: 3/26/2026

Subtotal	\$26,693.79
Tax Total (%)	\$2,082.12
Total	\$28,775.91

<https://www.commnw.com/wp-content/uploads/2021/11/Terms-and-Conditions.pdf>

A 3% credit card fee will be applied to all credit card transactions.

Terms and Conditions

Your purchases from Communications Northwest are made subject to these Terms and Conditions. Please review them carefully before placing your order. Communications Northwest Terms and Conditions are subject to change. By purchasing from Communications Northwest you agree to be bound by the Terms and Conditions in effect at the time you place your order.

1. APPLICABILITY. These Terms and Conditions of Sale ("Terms") apply to the purchase of products and services (collectively the "Products") by SAR ENTERPRISES, INC dba COMMUNICATIONS NORTHWEST ("CNW") and the buyer ("Buyer"), each of which is identified in the accompanying quotation, credit application, proposal, order acknowledgement, or invoice (the "Sales Confirmation"). These Terms and the Sales Confirmation comprise the entire agreement between the parties (collectively, the "Agreement"). Buyer accepts these Terms by signing and returning CNW's quotation, by sending a purchase order in response to the quotation, or by Buyer's instructions to CNW to ship the Product. No terms, conditions or warranties other than those identified in the quotation and no agreement or understanding, oral or written, in any way purporting to modify the terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on CNW unless hereafter made in writing and signed by CNW's authorized representative. Buyer is hereby notified of CNW's express rejection of any terms inconsistent with this Agreement or to any other terms proposed by Buyer in accepting CNW's quotation. Neither CNW's subsequent lack of objection to any terms, nor the delivery of the products or services, shall constitute an agreement by CNW to any terms.

2. CANCELLATION. Cancellation or modifications of all or part of any order are subject to CNW's prior written consent in each instance. If cancellation or modification is allowed, Buyer agrees to pay to CNW all expenses incurred and damage sustained by Seller on account of the cancellation or modification, plus a reasonable profit.

3. PRICES. The purchase price of the Products or Services shall be as stated in Communications Northwest's quotation, order acknowledgement, or separate written agreement signed by an authorized representative of Communications Northwest, as applicable. Unless agreed by Communications Northwest in writing, the purchase price does not include shipment costs. If the Products or Service Items are shipped freight prepaid, the charge for freight shall be added to the invoice. Prices are based on and assume Buyer's compliance with all of the terms and conditions of this Agreement, including a promise by Buyer to purchase a particular mix of goods, a certain quantity of goods, or a certain percentage of Buyer's requirements for the goods. Communications Northwest may adjust prices, in its sole discretion, if the circumstances do not coincide with the forgoing assumptions.

4. DELIVERY. We will make every effort to ship in accordance with the delivery option you have selected. Delivery dates may be affected by our late receipt of all information necessary to ship or other causes beyond our reasonable control. In any event, we are not liable to you for any loss of time, material, or production or any other loss resulting from late delivery. (See Limitation of Liability, paragraph 8.)

5. PAYMENT TERMS. If you would like to establish an open account, please contact us at 1-800-283-2666. During the credit application process, business may be done via credit card and EFT. We reserve the right to change terms of sale at any time. All payments must be made in U.S. funds drawn on U.S. banks, company bank account only, unless alternate arrangements have been approved by CNW.

- Net terms require prompt payment by company check by the due date specified on the invoice.
- There will be a \$35.00 charge for returned checks and EFT rejections for any reason.
- Please pay from the invoice provided. Any amount not paid in accordance with specified terms will bear interest at the lesser of twelve percent (12%) per annum, compounded monthly, and the highest rate permitted by applicable law. Our Accounting team is available to help you in all billing matters.
- In the event CNW retains a collection agency or attorney to enforce any of your obligations to CNW, you agree to pay all of CNW's costs and expenses associated with such enforcement, including all collection, attorney, and litigation fees.
- You agree to pay or reimburse CNW for any and all sales, use and excise taxes that may be imposed on you or CNW by any government entity as a result of any sales to you, regardless of when such taxes may be assessed, imposed, or levied.
- Amounts that you owe to CNW may be deducted by CNW from, or otherwise set off by CNW against, any amounts that CNW may from time to time owe to you or your subsidiaries or affiliates.

6. WARRANTY SUPPORT. Although CNW does not separately warrant products, we do pass through all manufacturers' warranties and will be happy to help you determine the extent of coverage for your claim, coordinate the return of the product, and assist you with the warranty support offered by the manufacturer. Please email support@commnw.com to obtain and submit a warranty support form or call our Customer Service team at 800-283-COMM (2666) if you have any questions about warranties. Note that we make no implied warranties of MERCHANTABILITY or of fitness for a particular purpose with respect to any goods or services we sell, and our suppliers typically exclude these implied warranties as well. In no event shall CNW be responsible for any services, system design, or the functionality of our products unless specifically agreed in a separate signed contract.

7. DAMAGES IN SHIPMENT. Even though title and risk of loss pass when merchandise is shipped, we will assist you if merchandise is verified as damaged in transit. If this occurs, please take the following action:

- Do not accept a visibly damaged product until the person making the delivery has endorsed the air bill/bill of lading with a statement of the extent of the damage and file the freight claim at the time of delivery.
- If damage is concealed and found after unpacking, retain all packing material and immediately call us. Concealed damage must be reported within 24 hours from time of receipt of shipment.
- Notify us immediately of damages so that we can provide you with assistance on the claim with the freight carrier. When calling, please have the sales order number at hand.
- Please send us copies of all air bills/bills of lading and inspection reports.

8. LIMITATION OF LIABILITY. In no event shall CNW be liable to you under any legal theory whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to, such losses as (i) wages paid to your employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement, substitute, or temporary equipment, facilities, or services, (v) costs of capital, (vi) costs or losses related to downtime, (vii) manual labor costs, or (viii) any other indirect, incidental, special, consequential, or other similar damages arising out of any claim relating to your purchases of goods or services from CNW, including losses resulting from your general or particular requirements or needs, whether or not CNW, at time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented by you by cover or otherwise. **CNW's liability to you shall in no event exceed the purchase price of the nonconforming goods or services giving rise to CNW's liability to you.** The manufacturer/supplier's warranties that we pass through to you (see paragraph 6 above) typically contain limitations similar to those stated in this paragraph.

9. COMPLIANCE WITH LAWS. You agree to comply with all laws and regulations that apply to your use, or the resale or other transfer, of products that you purchase from CNW. In some cases, the export of products from the US may be subject to restrictions or prohibitions under US law. You are urged to review the materials regarding such restrictions made available by the manufacturer/supplier and, where appropriate, to consult legal counsel. In any case, however, you remain solely responsible for such compliance, and CNW takes no responsibility for advising you regarding such matters or for providing any necessary export licenses.

10. NO ALTERATIONS, REVERSE ENGINEERING, ETC.: The manufacturers/suppliers of many of the products sold by CNW prohibit any alteration, modification, adaptation, translation, decompiling, disassembly, or "reverse engineering" of, or creation of derivative works based on, their products. You agree to abide by any such restrictions contained in the manufacturer/supplier's terms, and you agree that such restrictions may be enforced against you directly by the manufacturer/supplier, despite any lack of contractual privity between you. If you have questions concerning the terms that may apply to a particular product or would like to obtain information about such terms before purchasing, CNW will be happy to assist you in obtaining such information from the manufacturer/supplier.

11. CHOICE OF LAW, FORUM SELECTION. CNW controls and operates its business from its offices at Portland, Oregon, USA. Consequently, any questions relating to these Terms and Conditions or their application in a particular situation or to any transaction (including any credit card transaction) between us shall be governed by the laws of the United States and the State of Oregon (without regard to any provision that would result in the application of the laws of any other state or jurisdiction). Any legal or equitable action of whatever nature brought by you against CNW arising out of or related in any respect to these Terms and Conditions or your purchases or other dealings with CNW shall be brought solely in either the United States District Court for the District of Oregon located in Portland or the appropriate court of the State of Oregon located in the jurisdiction where CNW has its principal place of business. You agree that CNW may bring an action against you in these same courts, and you hereby irrevocably submit to the jurisdiction of and to venue in these courts. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any purchases from CNW, even if the purchaser or shipping destination is outside the United States.

12. SEVERABILITY. If any provision of CNW's Terms and Conditions is found to be invalid or unenforceable, the other provisions will remain in full force and effect.

Cover Page

BOARD OF WAHKIAKUM COUNTY COMMISSIONERS

Meeting Date: 03/10/2026

Presenter: Wahkiakum County Sheriff's Office: Joannie Kuhlmeier

Subject	SECO County Equipment Contract SFY 2026/27 #E26-102
Background Information	This contract for \$40,000 is to support the county with funding for the Court House power generator that needs replacement. The generator keeps power flowing during an emergency to key equipment needed to keep 911 functioning for Wahkiakum County Citizens as well as some additional county equipment that needs to work during an electrical outage. It is only a portion of what is needed- the county has additional funding earmarked in the Capital Improvement fund to support the remaining balance for the new generator.
Recommendation	Please approve the Contract from the State 911 Office to help support funding a power generator needed for 911 and the Courthouse during emergency electrical power failures.
Alternatives	
Funds Available	This is a reimbursable contract. Funding is within the Capital Improvement fund. The reimbursement would be paid back to that fund.
Action (Motion)	Move to approve SECO County Equipment Contract SFY 2026/27 #E26-102 for \$40,000 to help pay for a new power generator for the Courthouse to support 911 and other emergency needs during an outage.

SIGNATURE AUTHORIZATION FORM (SAF)

WASHINGTON MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on page 2 before completing this form.

NAME OF ORGANIZATION Wahkiakum County	DATE SUBMITTED 02/10/2026
CONTRACT / PROJECT DESCRIPTION Wahkiakum County FY26-27 EQUIP	CONTRACT NUMBER E26-102

1. AUTHORIZING AUTHORITY

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Dan Cothren	Chairman, Board of County Commissioners
		Lee Tischer	Board of County Commissioners

2. AUTHORIZED TO SIGN CONTRACTS / AMENDMENTS

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Dan Cothren	Chairman, Board of County Commissioners
		Lee Tischer	Board of County Commissioners

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

PHYSICAL SIGNATURE	E-SIGNATURE	PRINT OR TYPE NAME	TITLE
		Joannie Kuhlmeier	Chief Civil Deputy
		John Mason	Sheriff

SECO COUNTY/WSP Equipment Contract SFY 2026/27
CONTRACT FACE SHEET

1. Contractor Name and Address: Wahkiakum County Agency (COUNTY) Post Office Box 586 Cathlamet, Washington 98612	2. Contract Amount: \$40,000	3. Contract Number E26-102
4. Contractor's Contact Person, phone number: Joannie Kuhlmeier/360.795.3242 opt 1 kuhlmeierj@co.wahkiakum.wa.us	5. Contract Start Date July 1, 2025	6. Contract End Date August 15, 2027
7. MD Program Manager/phone number: Teresa Lewis/253.512.7481 teresa.lewis@mil.wa.gov	8. Unique Entity Identifier (UEI #): NRKHJDK14KT9	9. UBI # (state revenue): 351-000-421

10. Funding Authority: **Washington State Military Department and State 911 Funds**

11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66	12. Program Index# & Obj/SubObj: 79282 / NZ	13. CFDA # & Title: NA	14. TIN or SSN: 91-6001377
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15. Service Districts: (BY LEGISLATIVE DIST): 19th (BY CONGRESSIONAL DIST): 3rd	16. Service Area by County(ies): WAHIAKUM	17. Women/Minority-Owned, State Certified? ☒ N/A ☐ NO ☐ YES, OMWBE #
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18. Contract Classification: ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other	19. Contract Type (check all that apply): ☒ Contract ☐ Grant ☐ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
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20. Contractor Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Advertised? ☐ YES ☒ NO	21. Contractor Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☒ Non-Profit ☐ VENDOR ☐ SUBRECIPIENT ☒ OTHER
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22. BRIEF DESCRIPTION:

This is a reimbursement contract. Reimbursement is limited to the maximum equipment contract amount, services, and other listed budget categories on an actual cost basis for certain eligible, approved, and incurred equipment expenses as described in WAC 118-66-050(3) and the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, incorporated herein by reference in the amounts described in the Budget Sheet (Attachment E).

IN WITNESS THEREOF, the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Equipment Contract Reimbursement Schedule (Attachment D), Budget Sheet (Attachment E), and the Equipment Maintenance Certification Log (Attachment F), govern the rights and obligations of the Parties to this Contract.

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) **Applicable State Statutes and Regulations**
- (b) **Statement of Work**
- (c) **Special Terms and Conditions**
- (d) **General Terms and Conditions, and**
- (e) **Any other provisions of the contract incorporated by reference.**

Approved as to form.

Daniel H. Bigelow
Prosecuting Attorney

3/3/26

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.

WHEREAS, the Parties hereto have executed this contract on the day and year last specified below.

FOR THE DEPARTMENT:

FOR THE COUNTY:

Signature Date
Seth Daniel Nickerson, Chief Financial Officer
Washington State Military Department

Signature Date
Chairman
Wahkiakum County Board of Commissioners

APPROVED AS TO FORM
Dierk Meierbachtol (signature on file) 4/5/2023
Assistant Attorney General

SPECIAL TERMS AND CONDITIONS**I. INTRODUCTION:**

The DEPARTMENT through the State 911 Coordination Office (SECO) coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse the COUNTY/WSP Communications for eligible expenses from appropriated excise tax revenue retained in the state 911 account.

II. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

COUNTY/WSP:**DEPARTMENT:**

Name	Joannie Kuhlmeier	Name	Teresa Lewis
Title	Chief Civil Deputy	Title	SECO 911 Contract Assistance Program Manager
E-Mail	kuhlmeierj@co.wahkiakum.wa.us	E-Mail	teresa.lewis@mil.wa.gov
Phone	360.795.3242 opt 1	Phone	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state 911 funds have been established by both the state legislature and the DEPARTMENT:

- A. RCW 38.52.540(1) provides that funds from the state 911 account must be "used only to support the priorities established in RCW 38.52.545, procure, fund, and manage the statewide 911 emergency communications system network, purchase goods and services that support the counties and Washington state patrol public safety answering points in providing 911 baseline level of service statewide, assist the counties and Washington state patrol public safety answering points to provide 911 emergency communications systems and associated administrative and operational costs, acquire 911 hardware, software, and technology appropriate to support a 911 emergency communications system, 911 emergency communications training and public education, support the statewide coordination and management of the 911 emergency communications system, and for modernization needs as technology evolves of the 911 emergency communications systems statewide";
- B. RCW 38.52.540(3) provides that the State 911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of the 911 emergency communications system and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";
- C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state 911 moneys may be expended, the state 911 coordinator, with the advice and assistance of the 911 advisory committee, must consider needs necessary to provide a baseline level of 911 service by individual counties and their designated Washington state patrol public safety answering points. Priorities for available 911 emergency communications system funding are as follows: (1) To procure, fund, and manage the statewide 911 network and supporting services, and assure that 911 dialing is operational statewide; (2) To assist counties and Washington state patrol public safety answering points to provide 911 emergency communications systems and associated administrative and operational costs as necessary to assure that they can achieve a baseline level of service for 911 operation; and (3) To assist counties and their designated Washington state patrol public safety answering points to acquire 911 hardware, software, and technology to support a 911 emergency communications system baseline level of service";
- D. WAC 118-66-020 reiterates the 911 funding purposes and priorities established by the legislature;
- E. WAC 118-66-040 describes County eligibility for funding;

- F. WAC 118-66-045 describes Washington state patrol (WSP) eligibility for funding; and
- G. WAC 118-66-050 lists expenses that may be eligible for reimbursement based on a reasonable prioritization by the state 911 coordinator and in accordance with the purposes and priorities established by statute and regulation.

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:

- A. Consistent with the statutes and regulations cited herein, this Contract provides reimbursement solely for certain approved eligible expenses described in WAC 118-66 incurred by the COUNTY/WSP, in support of 911 calls originating statewide, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 baseline level of service, and (3) capital items. Payment for 911 statewide dialing will be made, contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050. In the advent of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, will be transferred to the individual counties, on a pro rata basis. This Contract contains one category of eligible expenses: 911 Equipment as described below:
 - 1. 911 Equipment expenses are only reimbursed pursuant to this Contract. Equipment expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66 and defined in the SECO Policies and set out in Section VII D of this Contract. Equipment funding is only available when the COUNTY has:
 - a. Imposed the maximum county 911 excise tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2);
 - b. Expended its local revenue on eligible 911 expenses and needs additional reimbursement assistance to meet its eligible basic service operating expenses.
 - c. Eligible 911 expenses as described in WAC 118-66.
 - d. A 911 system that is completely enhanced for wireline and wireless 911 services.
- B. Expenses.
 - 1. General Reimbursement Requirements for COUNTY/WSP:
 - a. Contingent upon funding availability, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66; .
 - b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, as provided in Section VII D of this Contract;
 - c. In the event, funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
 - d. Funding is for use in the primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, as provided Section VII D of this Contract;
 - 2. Ineligible Items:

Expenses not listed in WAC 118-66, and not directly associated with the equipment of the 911 emergency communications system are not eligible for state financial assistance or reimbursement under this Contract.
 - 3. Expense Documentation and Approval:
 - a. COUNTY/WSP must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
 - b. COUNTY/WSP must submit eligible Expense Reports and/or requests for reimbursement, so they are received by the DEPARTMENT by the last day following the month in which payment was made, including additional hard copy documentation required by an "Action Plan" due to audit findings;
 - c. Expenses contained in Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed;
 - d. Expense Reports will be processed in the order received by the DEPARTMENT;

- e. The DEPARTMENT may request additional documentation and/or information from COUNTY/WSP pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
- f. All approved training expenses must be submitted as a whole after the training with the exception of conference registration fee, which may be submitted for reimbursement in advance;
- g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training;
- h. Prior to purchasing or leasing any equipment or software, COUNTY/WSP must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY/WSP shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2025**, and **June 30, 2027**, which is also known as the performance period. Work started prior to July 1, 2025, and/or not complete by June 30, 2027, will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY/WSP shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY/WSP AGREES TO:

- A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local 911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the 911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this Contract for wireline and wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. **Use of Funding:** The COUNTY/WSP warrants that the funds provided by the DEPARTMENT as described in the Budget Sheet (Attachment E), shall be used by the COUNTY/WSP solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66 and the SECO policies incorporated herein that are necessary to operate 911 statewide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this Contract, for approved expenses described in WAC 118-66 that are incurred between **July 1, 2025**, and **June 30, 2027**.
- C. **Consolidation:** If the COUNTY receives funds under this Contract in support of a consolidated primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement requires the county to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this Contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. **SECO 911 Policies:** The COUNTY/WSP agrees to abide by all of the following SECO Policies, as written and/or amended, available at [SECO Policies](#) Link and incorporated by reference:
 - SECO County/WSP Equipment Contract Policy (PDF)
 - SECO Statewide Services Support Policy (PDF)
 - SECO Salaries and Benefits Summary (PDF)
- E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY/WSP shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY/WSP agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this contract, the COUNTY/WSP shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
Expense Reports	1	No later than 30 days following the end of the month
SECO Project Grant – Quarterly Progress Report	4/8	Required quarterly (every three months)
Final Reimbursement Request	1	July 31, 2027

All contract work must not start prior to July 1, 2025, and must be delivered, installed/completed and accepted by June 30, 2027; although the final report may be submitted by July 31, 2027, as described above. Final billing not received by July 31, 2027, will not be processed.

- F. **Reallocation of Funds:** The COUNTY/WSP is allowed to reallocate funds within the equipment category as needed. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
- G. **Compliance with Law:** The COUNTY/WSP will comply with all state and federal laws applicable to counties/state.
- H. **Equipment Management:** All equipment purchased under this Contract by the COUNTY/WSP will be recorded and maintained in the COUNTY/WSP's equipment inventory system.
 - 1. All equipment purchases reimbursed through this Contract will be owned by and will be the sole responsibility of the COUNTY/WSP.
 - 2. The COUNTY/WSP shall be responsible for any and all operational and maintenance expenses and for the safe operation of its equipment including all questions of liability. The COUNTY/WSP shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition, for the purpose of reducing the need for future reimbursements from the state account.
 - 3. The COUNTY/WSP shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, who holds title; the acquisition date; the cost of the equipment; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
 - 4. Records for equipment shall be retained by the COUNTY/WSP for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the COUNTY/WSP until all litigation, claims, or audit findings involving the records have been resolved.
 - 5. The COUNTY/WSP shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the COUNTY/WSP to determine the cause of the difference. The COUNTY/WSP shall, in connection with the inventory, verify the existence of the equipment, current utilization of the equipment, and continued need for the equipment by the COUNTY/WSP.
 - 6. The COUNTY/WSP shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated, and a report generated and sent to the DEPARTMENT.
- I. **Responsibility for Project/Statement of Work/Work Plan:** While the DEPARTMENT undertakes to assist the COUNTY/WSP with the project/statement of work/work plan (project) by providing state excise tax funds pursuant to this Contract, the project itself remains the sole responsibility of the COUNTY/WSP. The DEPARTMENT accepts no responsibility to the COUNTY/WSP, or to any third party, other than as is expressly set out in this Contract.

The responsibility for the design, development, construction, implementation, operation, and maintenance of the project, as these phrases are applicable to this project, is solely that of the COUNTY/WSP, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the COUNTY/WSP shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

The COUNTY/WSP shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the COUNTY/WSP in connection with the project. The COUNTY/WSP shall not look to the DEPARTMENT, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

VIII. CONDITIONED UPON COUNTY/WSP'S FULFILLMENT OF ITS CONTRACT ABOVE THE MILITARY DEPARTMENT AGREES TO THE FOLLOWING:

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), and upon satisfactory completion of tasks and documentation of costs as required under this Contract, the DEPARTMENT will reimburse the COUNTY/WSP up to the maximum of **\$40,000**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Equipment Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.
- B. If a question arises about the requested reimbursement, the COUNTY/WSP will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved, eligible, and incurred expenses will be processed for reimbursement.
- C. Conditioned upon COUNTY/WSP's fulfillment of its obligations under this Contract, the DEPARTMENT will provide ESINet services to the COUNTY/WSP within available funds.

GENERAL TERMS & CONDITIONS

- 1) **DEFINITIONS:** As used throughout this Contract the following terms shall have the meanings set forth below:
 - a. **"DEPARTMENT"** shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State 911 Coordination Office (SECO).
 - b. **"COUNTY"** shall mean the named county performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this Contract.
 - c. **"Subcontractor"** shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this Contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. **"PSAP"** means Public Safety Answering Point as defined in WAC 118-66.
 - e. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
 - f. **"RCW"** is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The Parties acknowledge that the DEPARTMENT is subject to RCW 42.56, the Public Records Act, and that records prepared, owned, used or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. The COUNTY/WSP shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY/WSP's reports, including computer models and methodology for those models.
 - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract, thus all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.
- 3) **ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.
- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its' implementing regulations at 28 CFR Part 35. The COUNTY/WSP must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
- 5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
- 6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND DEPARTMENT POLICIES:** The COUNTY/WSP shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY/WSP's noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY/WSP is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order or policy.
- 7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties and any oral understanding or agreements shall not be binding.

- 8) **COUNTY/WSP'S EMPLOYEES NOT EMPLOYEE OF DEPARTMENT:** The COUNTY/WSP, and/or employees, sub-contractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY/WSP will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY/WSP make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the COUNTY/WSP is another state agency, the officers and employees are employed by the State of Washington in their own right.
- 9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY/WSP's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act or a court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties
- 10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY/WSP, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY/WSP, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 12) **HOLD HARMLESS:** The COUNTY/WSP agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY/WSP's performance or activities hereunder and that of any sub-contractor hired by the COUNTY/WSP.
- 13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this Contract, the COUNTY/WSP shall provide industrial insurance coverage for the COUNTY/WSP's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY/WSP, which may arise during the performance of services under this Contract. Before the start of any work required by this Contract, the COUNTY/WSP shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY/WSP has obtained all the insurance coverage required by this section.
- 14) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY/WSP hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY/WSP has full loss coverage for itself, its officers, employees and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY/WSP will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.
- 15) **LIABILITY:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 16) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or

apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the authorized person.

- 17) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 18) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- 19) **NONDISCRIMINATION:** During the performance of this Contract, the COUNTY/WSP shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
- a. Nondiscrimination in Employment: The COUNTY/WSP shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.
 - b. The COUNTY/WSP shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.
- 20) **RECAPTURE PROVISION:** In the event the COUNTY/WSP fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the Contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY/WSP of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.

- 21) **RECORDS, MONITORING AND AUDIT ACCESS:**
- a. The COUNTY/WSP shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY/WSP's performance.
 - b. To permit such monitoring, the COUNTY/WSP shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
 - c. The COUNTY/WSP will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
 - d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the COUNTY/WSP's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.
- 22) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
- 23) **SUB-CONTRACTING:** The COUNTY/WSP shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Contract. All contracts and sub-contracting agreements entered into pursuant to this Contract shall incorporate this Contract by reference.
- 24) **TERMINATION:**
- a. If, through any cause, the COUNTY/WSP or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY/WSP or its sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall thereupon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY/WSP describing such default or violation.
 - b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY/WSP from incurring additional obligations of funds.
 - c. Reimbursement for eligible expenses incurred by the COUNTY/WSP prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.
 - d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.
- 25) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY/WSP is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.
- 26) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this Contract, all assets, including equipment, purchased through this Contract will be owned by the COUNTY/WSP unless otherwise specified by the funding source. The COUNTY/WSP shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.
- 27) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

**STATEMENT OF WORK
SECO COUNTY/WSP EQUIPMENT CONTRACT - SFY2026/27
July 1, 2025 – June 30, 2027**

BASIC LEVEL OF OPERATING SERVICES

- Maintenance Deliverables
 - The County/WSP Communications will maintain the equipment per manufacturer's recommendations.
 - The County/WSP Communications will complete and return to the DEPARTMENT the equipment maintenance certification log (See Attachment F).

EQUIPMENT

- Equipment purchases are limited to eligible expenses outlined in WAC 118-66 and in accordance with Budget Sheet (See Attachment E).
- Capital equipment purchases must be pre-approved by the SECO.

SECO EQUIPMENT CONTRACT REIMBURSEMENT SCHEDULE

(for more details about eligible equipment refer to the SECO Equipment Support Policy. ALL equipment purchases MUST BE PRE-APPROVED BY THE SECO IT STAFF and recommended caps are subject to change with prior approval from the SECO.)

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State 911 Coordinator.
S1	Customer Handling Equipment (CHE) /Telephone System	Purchase or lease and installation of the hardware and software components required to support a CPE/ Telephone system including spares kit that are compliant or compatible with future Next Generation Technology requirements.
S1.2	CHE CPU	Replacement of CPE system Central Processing Units (CPU) at the call receiver workstation based on a five-year life cycle.
S1.3	CHE Server	Replacement of CPE system call processing server at the backroom CPE, based on a five-year life cycle.
S2	ANI/ALI Display Equipment	Replacement of ANI/ALI display equipment. Recommended cap of \$500 per approved PSAP call receiving position, based on a five-year life cycle.
S3	PSAP Mapping	Hardware and software capable of converting latitude and longitude (and, when available, altitude) to a map display at the 911 call answering positions at the PSAP. Can be part of CPE, Computer Aided Dispatch (CAD) or standalone system, but only eligible under one category.
S3.2	Migration to new mapping platform/software	A one-time purchase of a required migration to new mapping platform or software has a recommended cap of \$15,000 per PSAP.
S3.3	PSAP Mapping CPU	Replacement of PSAP Mapping System Central Processing Units (CPU) at the call receiver workstation based on a five-year life cycle. <i>For stand-alone systems, only.</i>
S3.4	PSAP Mapping Server	For the mapping administrator to manipulate the mapping data prior to movement to the mapping system, based on a five-year life cycle.
B1	Uninterruptible Power Supply (UPS)	Purchase or lease and installation of the hardware and software components required to support PSAP WAC eligible equipment which should provide a minimum of 30 minutes of operations.
B1.2	UPS Battery Replacement	Replacement of batteries, to include an entire battery bank.
B7.1	911 GIS Modernization	Hardware, software, and services used by the 911 Mapping/GIS Coordinator to create, edit, and maintain GIS Data used in call routing and synchronization of ALI & GIS data. Recommended cap of \$10,000 (per contract year).
B9	Mapping Display Equipment	Equipment capable of displaying 911 call locations on a map. Recommended cap of \$500 per approved PSAP call receiving position, based on five-year life cycle.
B10	911 Management Information Systems (MIS)	Equipment that collects, stores, and collates 911 call data into reports and statistics.

ATTACHMENT D (cont)

C1	Logging Recorder for 911 Calls	Purchase or lease and installation of the hardware and software components required for basic logging/voice recorder as recommended by NENA standards.
C2	Computer-Aided Dispatch (CAD) System Hardware and Software	Purchase or lease and installation of the hardware and software basic components. At a minimum, it shall consist of hardware, call entry module, Teletype interface and ANI/ALI controllers. CAD could also include PSAP Mapping.
C2.3	CAD CPU	Replacement of CAD CPU at the PSAP call receiver workstation based on a five-year life cycle.
C2.4	CAD Server	Replacement of CAD call processing server, based on a five-year life cycle.
C2.5	CAD Display Equipment	Replacement of display equipment has a recommended cap of \$1,000 per approved PSAP call receiving position, based on a five-year life cycle.
C3	Auxiliary Generator	Purchase or lease and installation of an auxiliary generator to support 911 telephone services for back-up purposes. Recommended cap of \$40,000 and the expense must be pro-rated if used for other than PSAP operations.
C4	Clock Synchronizer	Purchase or lease and installation of the hardware and software components required for a basic clock synchronizer as recommended by NENA standards to include the necessary modules purchased at the same time to integrate the master clock signaling to the PSAP's electronic system.
C5	Console Furniture	Purchase of console furniture for 911 call receiving equipment has a recommended cap of \$15,000 per approved call receiving position with a ten-year life cycle. The SECO may authorize exceeding the cap if market evidence indicates the current cap is not sufficient.

BUDGET SHEET
SECO COUNTY/WSP EQUIPMENT CONTRACT – SFY2026/27
July 1, 2025 – June 30, 2027

	SFY2026/27
Capital Equipment	\$ 40,000.00
TOTAL CONTRACT NOT TO EXCEED	\$ 40,000.00