



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, December 11, 2023
7:30 PM

Location
Castle Rock Senior Center
222 Second Ave SW
Castle Rock, WA 98611

AGENDA

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1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

- a. Presentation to Councilmember Earl Queen (page 4-6)

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro
- State Auditor's Office 2021-2022 Audit Results

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
- CRCDA Representative

6. PUBLIC HEARINGS

- a. Purpose: To take testimony on the proposed budget for fiscal year ending December 31, 2024, including a proposed 5% increase in all water rates, 5% increase in all sewer rates, and 10% increase in all stormwater rates. First Public Hearing was held on November 27, 2023 during the Regular Council Meeting. (page 7)

7. CONSENT AGENDA

- a. Approve the minutes of the November 13, 2023 Regular Council Meeting. (page 8-9)
- b. Approve the minutes of the November 27, 2023 Regular Council Meeting. (page 10-13)

c. Approve the November 2023 invoices as described in the Fund Transaction Summary Report in the amount of \$497,659.85. (page 14-15)

8. OLD BUSINESS

a. Ordinance No. 2023-12, an ordinance amending the budgetary appropriations for fiscal year ending December 31, 2023 for the City of Castle Rock, Washington to include the following funds: General (Parks, Planning, Non-Department), Street, Local Criminal Justice, Water, Stormwater Management, Stormwater Capital, on second reading. (page 16-17)

b. Resolution No. 2023-06, a resolution relating to setting rates and minimum charge for water and sewer services to City of Castle Rock customers, and amending Resolution No. 2022-09, on second reading. (page 18-20)

c. Resolution No. 2023-07, a resolution providing for reduced base rates to be charged to low-income senior citizens for water and sanitary sewer services and limiting the annual aggregate of such reductions to approximately \$10,000 per calendar year, and amending Resolution No. 2022-07, on second reading. (page 21-23)

d. Ordinance No. 2023-13, an ordinance amending, City of Castle Rock, Municipal Code Chapter 13.16 Retail Water Sales, on second reading. (page 24)

e. Ordinance No. 2023-14, an ordinance amending, in part, City of Castle Rock, Washington, Municipal Ordinance No. 2022-14, stormwater management services by amending charges for all classifications, on second reading. (page 25-26)

f. Ordinance No. 2023-15, an ordinance adopting the budget of the City of Castle Rock, Washington for the fiscal year ending December 31, 2024, on second reading. (page 27-29)

g. Ordinance No. TBD-2023-01, an ordinance adopting the budget of the Castle Rock City Transportation Benefit District, Castle Rock, Washington for the fiscal year ending December 31, 2024, on second reading. (page 30-31)

9. NEW BUSINESS

a. Ordinance No. 2023-16, an ordinance amending the budgetary appropriations and authorizing an interfund loan for fiscal year ending December 31, 2023 for the City of Castle Rock, Washington for the Public Works Vehicle Replacement and Swimming Pool Construction Funds. (page 32-33)

b. Memorandum of Agreement with Cowlitz County for use of the Cowlitz County Public Shooting Range for law enforcement firearms training activities for the period of September 5, 2023, through December 31, 2024. (page 34-107)

c. Contract Agreement with Humane Society of Cowlitz County for Animal Shelter Services for the period of January 1, 2024, through December 31, 2024. (page 108-119)

d. Amendment No. 1 to Interlocal Agreement with Cowlitz County for Law Enforcement Records Services, extending the term of the agreement to June 30, 2024. (page 120-128)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>4Q23</u>	<u>1Q24</u>	<u>2Q24</u>	<u>3Q24</u>
October 09	January 08	April 08	July 08
October 23	January 22	April 22	July 22
November 13	February 12	May 13	August 12
November 27	February 26	Tuesday, May 28	August 26
December 11	March 11	June 10	September 09
Wednesday, December 27	March 25	June 24	September 23

Non-Discrimination Statement: This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at https://www.ascr.usda.gov/sites/default/files/Complain_combined_6_8_12_508_0.pdf or at any USDA office, or call 866.632.9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave, SW, Stop 9410, Washington, DC 20250-9410 or email to program.intake@usda.gov or by fax (202) 690-7442.

Title VI: The City of Castle Rock ensures compliance with Title VI of the Civil Rights Act of 1964 and American Disabilities Act of 1990 by prohibiting discrimination against any person on the basis of race, color, national origin, sex or disabilities in the provision of benefits and services from its federal assisted programs and activities. If you need special accommodations to participate in this meeting, please contact Carie Cuttonaro at 360.274.8181 by 9:00 a.m. three days prior to the meeting.

City Council may add and take action on other items not listed on this Agenda.

Celebrating

Councilmember Earl Queen's

16 years of Accomplishments

Streets

- Cowlitz Street West Revitalization
- Improved downtown parking
- Front Ave NW Reconstruction
- Huntington Ave South Overlay Project
- Safe Routes to School Project – Roake Ave and C St SE
- Establish the Transportation Improvement District
- Pedestrian / Bike Improvements on Mt. St. Helens Way NE
- Upgrade all regulatory and street name signs
- Retrofit all PUD and City lights with LEDs
- Develop ADA Transition Plan
- Established Castle Rock as a Complete Street City
- Dougherty Dr NE Full Depth Reclamation Project
- Update 62 ADA sidewalk ramps
- 11 various sidewalk and pedestrian improvement projects
- 36 street overlay projects
- 71 chip seal street sections

Water

- 2 major upgrades to the Water Treatment Plant
- 35 water main replacement projects

Water (continued)

- Upgrade and replacement of all meters and reading system
- 2 updates to the Water System Plan
- Expansion of system to the West Place Subdivision (WSH)
- Expansion of system to Exit 48 and Bond Rd

Sewer

- Replace 2 sewer mains
- Complete City wide cleaning & inspection twice
- Upgrade the Westside Highway lift station

Stormwater

- Levee certification
- 3 high water events
- 13 stormwater improvement projects

Parks & Trails

- Construct boat launch
- Riverfront Trail phase 2 project to the North Trailhead
- Bike Skills Park construction
- Install basketball courts at skate park
- Renewal of Gateway Park
- Development of park & playground on JoAnn Dr. NE
- Install new playground equipment at Coldwater Park

Parks & Trails (continued)

- 2 Park Plan updates
- Install “No Leash” area at High Banks site
- Construct Dog Park off Riverfront Trail Eastside
- Construct Huntington Monument by the ‘Rock’
- Construct new traffic garden at skate park
- Install new restroom at the North Trailhead

Others

- Oversee the annexation of the Westside/Green acres
- Construction of new Visitor Center
- Install downtown WI-FI and sound system
- Installation of Reader boards at City Hall & Visitor Center
- Participation in the American in Bloom
- Update to Shoreline Master Plan
- Construction of Huntington Ave S entrance feature
- Upgrade of City Hall’s windows, lighting and heating system
- Construct City Hall covered entrance area
- Remodel and expansion of Clerk’s office
- Construct City Hall server room
- Expansion of Public Works training/breakroom area
- DNR land swap deal

CITY OF CASTLE ROCK
NOTICE OF BUDGET FILING AND PUBLIC HEARINGS FOR
2024 Fiscal Budget and 2024-2029 Capital Facilities Plan
Public Hearing Dates: November 27, 2023 and December 11, 2023

Notice is hereby given that the City of Castle Rock preliminary budget for fiscal year ending December 31, 2024 and the 2024-2029 Capital Facilities Plan have been filed with the City Clerk and will be available to the public on November 20, 2023.

The Castle Rock City Council will hold the first public hearing on the 2024 Budget and Capital Facilities Plan on November 27, 2023, and the second on December 11, 2023 during the regular meeting of the Castle Rock City Council starting at 7:30 PM. The City Council meetings are conducted at the Castle Rock Senior Center, 222 Second Avenue SW, Castle Rock, Washington. Details for joining the meeting virtually are below and will be published with an online agenda by November 26, 2023 and December 10, 2023 at ci.castle-rock.wa.us under 'Government', 'Council Agendas & Minutes'. Public comment can be submitted in advance to ccuttonaro@ci.castle-rock.wa.us.

Please click this link to join the webinar: <https://global.gotomeeting.com/join/201632365>. To join by phone, please dial 1 (646) 749-3112 and enter the Access Code 201-632-365.

The public is encouraged to attend and provide testimony for the final budget. These hearings may be continued without further publication by announcement of the date, time and place of the continued hearing at the hearing. For further information, please contact Clerk-Treasurer Carie Cuttonaro at (360) 274-8181 during regular business hours.

Published: The Daily News November 9, 2023

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:32 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Earl Queen, and Paul Simonsen. Councilmember Ellen Rose arrived at 7:32 pm. Councilmember Lee Kessler was excused.

Staff present: Police Chief Charlie Worley, City Attorney Frank Randolph, Public Works Director Dave Vorse, City Engineer Ryan Walters, and Deputy Clerk CeLina Hart.

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
Mayor Helenberg gave a verbal report.
- CRCDA Representative
Mayor Helenberg gave a verbal report.

6. PUBLIC HEARINGS

a. Purpose: To review estimated revenue sources for the 2024 current expense budget (General Fund) and include consideration of possible increases in property tax revenues (Ad Valorem taxes) to be assessed for the fiscal year ending December 31, 2024. The public is invited to present testimony on this issue. (page 3-5)

Mayor Paul Helenberg closed the regular meeting at 7:37 pm and opened the Public Hearing at 7:38

pm.

Mayor Paul Helenberg presented.

There being no public comment, Mayor Paul Helenberg closed the Public Hearing at 7:39 pm and reopened the regular meeting at 7:39 pm.

7. CONSENT AGENDA

Councilmember Queen made a motion, seconded by Rose, to approve the Consent Agenda as presented. Motion carried by roll call vote. Councilmembers Lee, Queen, Simonsen, and Rose voted 'Aye'.

- a. Approve the minutes of the October 23, 2023 Regular Council Meeting. (page 6-8)
- b. Approve the minutes of the October 30, 2023 Budget Workshop. (page 9)
- c. Approve the October 2023 invoices as described in the Fund Transaction Summary Report in the amount of \$865,125.35. (page 10-11)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Ordinance No. 2023-11, an ordinance fixing the amount to be raised by Ad Valorem taxes for the 2024 budget. (page 12)

Councilmember Queen made a motion, seconded by Lee, to approve Ordinance No. 2023-11. Motion carried by roll call vote. Councilmembers Lee, Queen, Simonsen, and Rose voted 'Aye'.

- b. Request to approve Exit 48 Waterline Extension Project Change Order No. 2 for an increase of \$432,108.00. This change order would add the sewer force main pipeline construction work along Huntington Ave S from approximately the Timberlake Church driveway, across the bridge over the BNSF tracks and terminate at the east side of the BNSF right-of-way. Current contract of \$1,480,531.40 would increase to \$1,912,639.40. (page 13-21)

City Engineer Ryan Walters presented.

Mayor Helenberg and Public Works Director Dave Vorse provided comment

Councilmember Queen made a motion, seconded by Lee, to approve the Exit 48 Waterline Extension Project Change Order No. 2. Motion carried by roll call vote. Councilmembers Lee, Queen, Simonsen, and Rose voted 'Aye'.

10. OTHER BUSINESS

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 7:45 pm.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:31 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Earl Queen and Ellen Rose. Councilmember Lee Kessler arrived at 7:41 pm. Councilmember Paul Simonsen was excused.

Staff present: Police Chief Charlie Worley, City Attorney Frank Randolph, Public Works Director Dave Vorse, Public Works Senior Operator Tyler Stone, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

a. Presentation by Ethan Metcalf, Eagle Scout

Ethan Metcalf presented.

Mayor Helenberg, Councilmember Ellen Rose, and Public Works Director Dave Vorse provided comment.

CRCDA Representative Nancy Chennault provided comment, presented Ethan & Erik Metcalf with an award, and recognized Boy Scout Troop 313 and Michelle Metcalf for their participation.

Michelle Metcalf provided comment.

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph

- Police Chief Charlie Worley

Police Chief Charlie Worley gave a verbal report.

Mayor Helenberg provided comment.

- Public Works Director Dave Vorse

Public Works Director Dave Vorse gave a verbal report.

Mayor Helenberg and CRCDA Representative Nancy Chennault provided comment.

- City Engineer Tom Gower

- Clerk-Treasurer Carie Cuttonaro

Clerk-Treasurer Carie Cuttonaro gave a verbal report.

Mayor Helenberg and Councilmember Art Lee provided comment.

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers

1. Request to hold TBD Meeting on December 11, 2023 at 7:00 PM.

Mayor Helenberg gave a verbal report.

Clerk-Treasurer Carie Cuttonaro, Councilmembers Ellen Rose and Lee Kessler provided comment.

- CRCDA Representative

CRCDA Representative Nancy Chennault gave a verbal report.

6. PUBLIC HEARINGS

Mayor Paul Helenberg closed the regular meeting of the Castle Rock City Council at 7:47 pm and opened the Public Hearing at 7:47 PM.

- a. Purpose: To take testimony on the proposed budget for fiscal year ending December 31, 2024, including a proposed 5% increase in all water rates, 5% increase in all sewer rates, and 10% increase in all stormwater rates. Second Public Hearing will be held on December 11, 2023 during the Regular Council Meeting. (page 4-13)

There being no comment, Mayor Paul Helenberg closed the Public Hearing at 7:48 pm and opened the regular meeting of the Castle Rock City Council at 7:48 PM.

7. CONSENT AGENDA

8. OLD BUSINESS

- a. Ordinance No. 2023-11, an ordinance fixing the amount to be raised by Ad Valorem taxes for the 2024 budget, on second reading. (page 14)

Councilmember Lee made a motion, seconded by Rose, to approve Ordinance No. 2023-11. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

9. NEW BUSINESS

- a. Review and approval of the 2024 - 2029 Capital Facility Plan. (page 15-33)

Public Works Director Dave Vorse presented.

Councilmember Art Lee and Mayor Helenberg provided comment.

Councilmember Queen made a motion, seconded by Lee, to approve the 2024-2029 Capital Facility Plan. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

- b. Review and approval of the 2024 Salary Schedule.

Councilmember Kessler made a motion, seconded by Lee, to approve the 2024 Salary Schedule. Motion carried by roll call vote. Councilmembers Lee, Kessler, Simonsen, and Rose voted 'Aye'.

- c. Ordinance No. 2023-12, an ordinance amending the budgetary appropriations for fiscal year ending December 31, 2023 for the City of Castle Rock, Washington to include the following funds: General (Parks, Planning, Non-Department), Street, Local Criminal Justice, Water, Stormwater Management, Stormwater Capital, on first reading. (page 34-35)

Clerk-Treasurer Carie Cuttonaro presented.

Councilmember Kessler made a motion, seconded by Rose, to approve Ordinance No. 2023-12. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

d. Resolution No. 2023-06, a resolution relating to setting rates and minimum charge for water and sewer services to City of Castle Rock customers, and amending Resolution No. 2022-09, on first reading. (page 36-38)

Councilmember Kessler made a motion, seconded by Queen, to approve Resolution No. 2023-06. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

e. Resolution No. 2023-07, a resolution providing for reduced base rates to be charged to low-income senior citizens for water and sanitary sewer services and limiting the annual aggregate of such reductions to approximately \$10,000 per calendar year, and amending Resolution No. 2022-07, on first reading. (page 39-41)

Clerk-Treasurer Carie Cuttonaro presented.

Councilmember Lee made a motion, seconded by Rose, to approve Resolution No. 2023-07. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

f. Ordinance No. 2023-13, an ordinance amending, City of Castle Rock, Municipal Code Chapter 13.16 Retail Water Sales, on first reading. (page 42)

Councilmember Queen made a motion, seconded by Lee, to approve Ordinance No. 2023-13. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

g. Ordinance No. 2023-14, an ordinance amending, in part, City of Castle Rock, Washington, Municipal Ordinance No. 2022-14, stormwater management services by amending charges for all classifications, on first reading. (page 43-44)

Councilmember Queen made a motion, seconded by Lee, to approve Ordinance No. 2023-14. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

h. Ordinance No. 2023-15, an ordinance adopting the budget of the City of Castle Rock, Washington for the fiscal year ending December 31, 2024, on first reading. (page 45-47)

Councilmember Lee made a motion, seconded by Queen, to approve Ordinance No. 2023-15. Mayor Paul Helenberg provided comment. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

i. Ordinance No. TBD-2023-01, an ordinance adopting the budget of the Castle Rock City Transportation Benefit District, Castle Rock, Washington for the fiscal year ending December 31, 2024, on first reading. (page 48-49)

Councilmember Lee made a motion, seconded by Rose, to approve Ordinance No. TBD-2023-01. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

j. Special Event Permit #2023-0020; Castle Rock Community Development Alliance (CRCDA) - Festival of Lights; December 9, 2023 between 2:00 PM and 7:00 PM; insurance has been received. Request for street closures include: (page 50-60)

- Cowlitz St E and W from the railroad tracks to 3rd Ave SW
- Front Ave NW and SW from A St SW to the Pastime
- 100 Block of: 1st Ave SW, 2nd Ave SW, and 3rd Ave SW

Mayor Helenberg provided comment.

Councilmember Queen made a motion, seconded by Rose, to approve Special Event Permit #2023-0020. Motion carried by roll call vote. Councilmembers Lee, Kessler, Queen, and Rose voted 'Aye'.

10. OTHER BUSINESS

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 8:08 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

As of this date, 12/11/2023, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

General Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#1035-11/2023	310.25	11/2/2023
Adjustment/EFT	EFT#1036-11/2023	8,466.41	11/24/2023
Adjustment/EFT	EFT#1037-10/2023	500.00	10/27/2023
Claims	Check 54809 - Voided	(1,373.07)	11/17/2023
Claims	Check 54810	646.08	11/15/2023
Claims	Check 54811	4.44	11/16/2023
Claims	Check 54812 - 54816	1,616.48	11/17/2023
Claims	Check 54817 - 54819	58,022.08	11/30/2023
Claims	Check 54820 - 54885	160,207.56	11/30/2023
		<u>228,400.23</u>	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 1143923	23,850.00	11/15/2023
Mid-Month Draw	Taxes	6,010.00	11/15/2023
Final Payroll	Check 26544	1,869.46	11/21/2023
EOM Payroll	Nacha # 1154486	65,271.11	11/30/2023
EOM Payroll	Check 26545 - 26546	Voided - misprint	
EOM Payroll	Check 26547 - 26559	57,158.91	11/30/2023
EOM Payroll	Taxes	27,953.92	11/30/2023
EOM Payroll Benefit	EFT	-	
Uniform Allowance	Check	-	
Uniform Allowance	Taxes	-	
Accrued - Quarterly Payroll Tax - L&I		4,414.37	
Accrued - Quarterly Payroll Tax - ESD		259.90	
Accrued - Quarterly Payroll Tax - PFML		769.54	
Accrued - Quarterly Payroll Tax - WA CARES		365.20	
		<u>187,922.41</u>	

TBD Expenditures

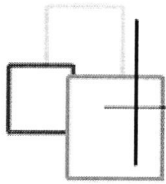
<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#	-	
Adjustment/EFT	EFT#	-	
Claims	Check 2067 - 2070	81,337.21	11/30/2023
Claims	Check	-	
		<u>81,337.21</u>	

	<u>Amount</u>	<u>Payment Date</u>
Grand Total Expenditures	497,659.85	11/1/2023 - 11/30/2023
Fund Transaction Summary Report	<u>497,659.85</u>	
Balance Check (s/b -0-)	-	

Lee Kessler, Audit Committee Member

Art Lee, Audit Committee Member

Ellen Rose, Audit Committee Member



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2023 - Nov - Dec - City Council
System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$144,708.46
100	Street Fund	\$19,651.20
115	Building Code Account Fund	\$6,151.72
120	Visitor Center Fund	\$397.89
130	Library Fund	\$628.21
145	Local Criminal Justice Fund	\$196.26
170	DOT Spoil Site Fund	\$3,621.49
400	Water/Sewer Operating Fund	\$162,482.44
410	Regional Water System Fund	\$35,777.04
420	Stormwater Management Fund	\$9,998.44
435	Muni Water Capital Improvement	\$28,678.29
470	Muni Sewer Capital Imprv Reserve	\$2,265.74
475	Boat Launch Facility Fund	\$1,072.33
631	Utility Deposit Fund	\$47.05
632	Transportation Benefit District Fund	\$81,337.21
634	State Custodial Pass-Thru Fund	\$646.08
	Count: 16	\$497,659.85

ORDINANCE NO. 2023-12

AN ORDINANCE AMENDING THE BUDGETARY APPROPRIATIONS FOR FISCAL YEAR ENDING DECEMBER 31, 2023 FOR THE CITY OF CASTLE ROCK, WASHINGTON TO INCLUDE THE FOLLOWING FUNDS: GENERAL (PARKS, PLANNING, NON-DEPARTMENT), STREET, LOCAL CRIMINAL JUSTICE, WATER, STORMWATER MANAGEMENT, STORMWATER CAPITAL

WHEREAS, unanticipated revenues and expenditures require amended appropriation amounts within several funds; and

WHEREAS, an excess in general engineering, specific to the Castle Rock Landing on the Cowlitz development is offset by 100% reimbursement; and

WHEREAS, the City Council approved the purchase of CloudPermit software; and

WHEREAS, the City Council approved ARPA funding in the amount of \$30,000 for the 4th Ave Storm project and rescinded the previously approved ARPA funding in the amount of \$159,000 for the SR 411 Water/Sewer Main and Complete Streets projects; and

WHEREAS, by reason of the inability of the officials of the City of Castle Rock to reasonably foresee at the time of filing the preliminary budget the necessity for expenditures of Public Funds for the purposes described above, it is hereby deemed that an emergency requires the expenditures of funds during the 2023 year in excess of appropriated amounts; and

WHEREAS, sufficient funds do exist in the above noted funds to offset said deficits.

NOW, THEREFORE IT BE RESOLVED that the City Council of the City of Castle Rock do ordain as follows:

Section 1. That fund amendments be appropriated as designated by the below amounts:

BAR #	Description	Original Appropriation	Change	Amended Appropriation
010 000 000 313 11 00 00	Local Retail Sales & Use Tax	625,000	49,860	674,860
010 000 000 316 49 00 00	Utility Tax – Water/Sewer/Stormwater	290,000	5,000	295,000
010 000 000 395 20 00 00	Comp/Loss/Fixed Assets	-	46,360	46,360
010 000 060 594 76 62 00	Buildings & Structures	1,000	29,970	30,970
010 000 070 558 60 41 01	City Planner Services	60,000	25,000	85,000
010 000 070 558 60 41 08	CloudPermit	-	6,250	6,250
010 000 099 597 10 00 00	Transfer Out to Street Fund 100	74,000	5,000	79,000
010 000 099 597 42 00 00	Transfer Out to Stormwater Fund 420	-	5,000	5,000
010 000 099 597 42 00 50	Transfer Out to Stormwater Capital	-	30,000	30,000
100 000 000 397 00 01 00	Transfer In from General Fund 010	74,000	5,000	79,000
100 000 100 543 50 49 00	Vehicle Repair & Maintenance	4,700	5,000	9,700
145 000 000 313 71 00 00	Local Criminal Justice Tax	45,000	18,700	63,700
145 000 000 594 18 64 00	Machinery & Equipment/Admin	-	9,700	9,700
145 000 000 594 21 64 01	Machinery & Equipment/Operating	16,000	9,000	25,000
400 000 000 343 40 01 00	Metered Water Sales	930,080	5,000	935,080
400 000 010 597 34 00 43	Transfer Out to Muni Water Cap	-	5,000	5,000
420 000 000 397 00 01 00	Transfer In from General Fund 010	-	5,000	5,000
420 000 000 531 30 35 00	Small Tools & Minor Equipment	1,500	5,000	6,500
425 000 000 397 00 01 00	Transfer In from General Fund 010	-	30,000	30,000
425 000 000 594 31 63 00	Improvements other than Buildings	5,000	30,000	35,000

Section 2. An emergency is hereby declared under the provisions of RCW 35A.33.090 and it is hereby ordered that the aforesaid sums be an amended addition to the appropriation amounts for the 2022 fund budgets.

Section 3. This ordinance, having been introduced at a regular meeting of the Castle Rock City Council held on November 27, 2023 and December 11, 2023, shall be effective immediately upon adoption.

ADOPTED by the City Council and signed by the Mayor on this ____ day of _____, 2023.

Mayor

Attest:

Approved as to form:

Clerk-Treasurer

City Attorney

RESOLUTION NO. 2023-06

A RESOLUTION RELATING TO SETTING RATES AND MINIMUM CHARGE FOR WATER AND SEWER SERVICES TO CITY OF CASTLE ROCK CUSTOMERS, AND AMENDING RESOLUTION NO. 2022-09

WHEREAS, pursuant to Chapter 13.08, of the Castle Rock Municipal Code, the City Council of the City of Castle Rock hereby enacts this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Castle Rock, Washington as follows:

Section 1. Water for all uses within the corporate limits. The rates for metered water supplied in any one month shall be in accordance with the following schedule but not less than a pro-rated monthly base meter charge:

MONTHLY WATER RATES

In addition to the below monthly base meter charge, water use shall be charged at the rate of \$0.0574 per cubic foot of metered use;

MONTHLY WATER BASE METER CHARGE

Less than 1" meter	\$43.88
1" meter	\$43.88
1 ½" meter	\$43.88
2" meter	\$43.88
4" meter	\$43.88

Non-metered water customers shall pay a flat rate of \$73.77, per month for water service.

Section 2. Water for all uses outside the corporate city limits. The rates for metered water supplied in any one month, or fractional part thereof, shall be the applicable rate to inside city customers, plus one-half thereof or a sum equal to one and one-half times the applicable rate within the corporate limits.

Section 3. Water minimums for multiple living and commercial units. The following customers shall be charged an additional monthly charge per unit or space available for occupancy:

- a. Mobile home parks, apartments, duplexes and other multiple-family dwellings which have more than one living unit or mobile home space on one meter shall be charged \$5.64 per unit or space available for occupancy. Does not include hotel/motel or units that are not considered residential by building code standards.

Section 4. Partial-month water service. Monthly base rates shall be pro-rated to a daily rate. Daily rate will be charged for every day service is received.

- a. New and vacating customers, occupying premises for a partial month's billing cycle and receives metered services, will be billed \$1.46 per day during the partial month of service plus any metered water usage.

- b. New and vacating customers occupying services for only a partial month's billing cycle and receives non-metered services, will be billed on a pro-rated basis. Pro-rated rate will be \$2.46 per day for each day of a partial month's service for water service received.

Section 5. Unoccupied premises. Unless occupant or landlord has applied to the city for disconnection of services, there shall be monthly minimum service charges as set forth in this resolution.

Section 6. Exemption. The city water treatment plant shall be exempt from water service charges.

Section 7. Sewer service charges within the corporate city limits. The rates for sewer service in any one month shall be in accordance with the following schedule, but not less than a pro-rated monthly base meter charge:

MONTHLY SEWER RATES

In addition to the below monthly base meter charge, sewer service use shall be charged at the rate of \$0.0993 per cubic foot of metered water use;

MONTHLY SEWER BASE METER CHARGE

Less than 1" meter	\$37.86
1" meter	\$37.86
1 ½" meter	\$37.86
2" meter	\$37.86
4" meter	\$37.86

Non-metered customers shall pay a flat rate of \$88.20, per month for sewer service.

Section 8. Sewer minimums for multiple living and commercial units. The following customers shall be charged an additional monthly charge per unit or space available for occupancy as follows:

- a. Mobile home parks, apartments, duplexes and other multiple-family dwellings which have more than one living unit or mobile home space on one meter shall be charged \$5.83 per unit or space available for occupancy. Does not include hotel/motel or units that are not considered residential by building code standards.

Section 9. Partial-month sewer service. Monthly base rates shall be pro-rated to a daily rate. Daily rate will be charged for every day service is received.

- a. New and vacating customers, occupying premises for a partial month's billing cycle and receives metered services, will be billed \$1.26 per day during the partial month of service plus any recorded metered water use in accordance with regular sewer billing rates.
- b. New and vacating customers occupying services for only a partial month's billing cycle and receives non-metered services, will be billed on a pro-rated basis. Pro-rated rate will be \$2.94 per day for each day of a partial month's service for sewer service.

Section 10. Unoccupied premises. Unless occupant or landlord has applied to the city for disconnection of services, there shall be monthly minimum service charges as set forth in this resolution.

Section 11. Exemption. The city wastewater treatment plant shall be exempt from sewer service charges.

Section 12. Services outside the corporate city limits. The rates for sewer service supplied in any one month, or fractional part thereof, shall be the applicable rate to inside city customers, plus one-half thereof or a sum equal to one and one-half times the applicable rate within the corporate limits.

Section 13. Customer Extended Leave Billing Adjustment. Utility customers who still retain their active service, but plan to be gone for an extended period of time may qualify for Extended Leave billing under the following conditions:

1. Customer must provide written notification of their leave to the utility department prior to departure. Written request will include utility address, customer name, emergency contact information, departure and estimated return date. Upon return, customers must promptly notify the utility billing office of their actual return date.
2. Water and sewer services will be billed on a pro-rated basis.
3. Stormwater rates do not qualify for Extended Leave adjustments and will be billed monthly.

BE IT FURTHER RESOLVED that the rates and policies set forth shall be in effect as of the January 2024 utility billing cycle.

PASSED by the City Council and signed by the Mayor on this ____ day of _____, 2023.

Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

RESOLUTION NO. 2023-07

A RESOLUTION PROVIDING FOR REDUCED BASE RATES TO BE CHARGED TO LOW-INCOME SENIOR CITIZENS FOR WATER AND SANITARY SEWER SERVICES AND LIMITING THE ANNUAL AGGREGATE OF SUCH REDUCTIONS TO APPROXIMATELY \$10,000 PER CALENDAR YEAR, AND AMENDING RESOLUTION NO. 2022-07

WHEREAS, RCW 74.38.070 provides that cities may provide utility services at reduced rates for low-income senior citizens; and

WHEREAS, the City Council of the City of Castle Rock recognizes the financial hardships placed upon low-income senior citizens as a result of the increasing costs of necessary utility services provided by the City to all of its citizens; and

WHEREAS, it is the desire of the City Council to provide for reduced rates to such low-income citizens for water and sewer utility services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Castle Rock as follows:

1. Definitions:

- a. The term “low-income senior citizen” means a person who is sixty-two (62) years of age or older and whose total income, including that of his or her spouse or co-tenant(s), does not exceed the income limits as shown in the attached table. [The very low (50%) income limits for Cowlitz County established under the latest and applicable Housing and Urban Development Income Limits Documentation System <https://www.huduser.gov/portal/datasets/il.html>.]
- b. The term “income”, or “total income”, means salary, wages, interest, dividends, and other earnings which are reportable for federal income tax purposes, and cash payments such as reimbursements received from pensions, annuities, social security, and public assistance programs. It includes any contributions received from any family member or other person who resides in the same residence as the applicant for reduced utility rates hereunder and who is helping defray such applicant’s living costs.

2. Reduced Rates for Low-Income Senior Citizens:

Any low-income senior citizen who receives water and/or sanitary sewer utility service from the City of Castle Rock shall be entitled to receive such water and/or sanitary sewer service at the following reduced rates as approved by the City Council:

- a. Water Service:
A reduction, not to exceed thirty percent (30%) of the base residential rate, may be allowed.
- b. Sanitary Sewer Service:
A reduction, not to exceed thirty percent (30%) of the base residential rate, may be allowed.

3. Annual Applications for Reduced Rates:

Annual applications for reduced utility rates hereunder shall be made upon forms to be provided by the Finance Department of the City, and shall disclose all sources of income as required by such forms. Any person who believes that they are aggrieved by the denial of reduced utility rates as herein provided may appeal such denial to the Mayor, whose decision with respect thereto shall be final.

4. Reduced Rate Effective Dates:

Approved applications will receive reduced rates effective the first billing cycle following approval and expires at the end of the following June billing cycle.

5. Disqualification for Reductions:

An applicant who ceases to meet the qualifications of the Utility Rate Relief Program as provided in this Resolution shall advise the City of Castle Rock Finance Department within thirty (30) days after having become so disqualified.

6. Annual Maximum Amount of Reductions:

No reduction in rates shall be permitted or granted if the effect thereof will be to reduce the aggregate gross income from water and sanitary sewer service during any calendar year by more than approximately \$10,000.

7. Effective Date:

This Resolution shall be in full force and effect from and after January 1, 2024 until terminated or modified by the City Council.

PASSED by the City Council and signed by the Mayor on this _____ day of _____, 2023.

Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

FY 2022 & 2023 Income Limits

Persons in Household	2022 Income Limit	2023 Income Limit
1	\$27,900	\$29,550
2	\$31,850	\$33,750
3	\$35,850	\$37,950
4	\$39,800	\$42,150
5+	\$43,000	\$45,550

ORDINANCE NO. 2023-13

AN ORDINANCE AMENDING, CITY OF CASTLE ROCK, MUNICIPAL CODE CHAPTER 13.16 RETAIL WATER SALES

WHEREAS, the Castle Rock Public Works Director recommends that sections of this code be amended to reflect water production costs for retail water sales; and

NOW, THEREFORE, be it hereby ordained by the City Council of the City of Castle Rock as follows:

Section 1. Section 13.16.020 is amended as follows:

Section 13.16.020 Retail water sales/fees. There shall be imposed a fee of \$0.05 per gallon of water, in addition to a meter charge of \$43.18 per customer for each calendar month or partial month of meter use. A retail water sales application must be completed by the customer and hydrant arrangements made with the public works director, prior to any sales becoming final.

Section 2. The effective date of this ordinance shall be January 1, 2024.

ADOPTED by the City Council and signed by the Mayor on this _____ day of _____, 2023.

Mayor Paul Helenberg

Attest:

Approved as to form:

Clerk-Treasurer

City Attorney

ORDINANCE NO. 2023-14

AN ORDINANCE AMENDING, IN PART, CITY OF CASTLE ROCK, WASHINGTON, MUNICIPAL ORDINANCE NO. 2022-14, STORMWATER MANAGEMENT SERVICES BY AMENDING CHARGES FOR ALL CLASSIFICATIONS

WHEREAS, the Castle Rock City Council recognizes the need to increase rates to meet financial obligations for protection of the City's stormwater facilities and to create a revenue source for the capital reserve fund for this utility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Castle Rock do ordain the amendment to be as follows:

Section 13.18.020 System of Charges. The following monthly service charges are hereby established for all parcels of real property within the boundaries of the City of Castle Rock, as they now exist or as they may be hereafter amended, for the purpose of carrying on the responsibilities of the stormwater management utility.

- A. Undeveloped Parcels. Undeveloped parcels shall not be charged.
- B. Single-Family Parcels. The monthly service charge for each single-family parcel shall be \$8.79, which shall hereafter be referred to as the 'base rate'.
- C. Duplex Parcels. The monthly service charge for each duplex parcel shall be the amount of the specified 'base rate'.
- D. Multi-Family Parcels. Multi-family parcels with multiple dwelling units (3 or more) shall be charged the base rate times the number of dwelling units within a structure. Multiple dwelling units shall also include mobile home parks. The base rate shall be charged for each mobile home on the developed parcel.
- E. Other Developed Parcels, Including Commercial-Designated Parcels. The monthly service charge for all other developed parcels (including commercial) shall be determined by taking the total measured square footage of impervious surface area, multiplied by the following rate schedule to determine what category any particular parcel falls into:

Category	Description	Square Footage of Impervious Surface	Monthly Service Charge per IA*
1	Very Light	0 - 4,000	8.11
2	Moderately Light	4,001 - 11,000	21.53
3	Light	11,001 - 17,000	37.71
4	Moderate	17,001 - 24,000	53.93
5	Moderately Heavy	24,001 - 30,000	70.09
6	Heavy	30,001 - 37,000	89.07
7	Very Heavy	37,001 - 43,560	113.29
8	Parcels over 1 acre in size will be charged by the number of acres multiplied by \$113.29 (i.e. 1.3 acres x \$113.29 = \$147.28 monthly charge)		

*IA means "Impervious Surface"

- F. Minimum Charge & Partial Month. Notwithstanding the number of impervious units applicable to any individual property, the minimum service charge for all developed properties shall be equal to the base rate. Monthly base rates shall be pro-rated to a daily rate. New and vacating customers, occupying premises for a partial month's billing cycle, shall be billed 1/30th per day during the partial month of service.

EFFECTIVE DATE: this ordinance shall be effective for the January, 2024 billing cycle.

ADOPTED by the City Council and signed by the Mayor on this ____ day of _____, 2023.

Mayor Paul Helenberg

Attest:

Approved as to form:

Clerk-Treasurer

City Attorney

ORDINANCE NO. 2023-15

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF CASTLE ROCK, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

WHEREAS, the mayor of the City of Castle Rock, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of the government of the City of Castle Rock for the fiscal year ending December 31, 2024, and a notice was published that the City Council of the City of Castle Rock would meet on the 27th day of November, and on the 11th day of December, 2023 at the hour of 7:30 PM in the council chambers in the Senior Center portion of Castle Rock City Hall and virtually for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said city, an opportunity to be heard upon said budget; and

WHEREAS, the said council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Castle Rock for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said city for said year and being sufficient to meet the various needs of said city during said period.

NOW, THEREFORE, the City Council of the City of Castle Rock do ordain as follows:

Section 1. The budget of the City of Castle Rock, Washington for the year 2024 is hereby adopted in its final form and content as set forth in the document entitled City of Castle Rock Budget, copies of which are on file in the office of the city clerk.

Section 2. Estimated resources, for each separate fund of the City of Castle Rock, and aggregate expenditures for all such funds for the year 2024 are set forth in a summary form below, and are hereby appropriated for expenditure at the fund level during the year 2024 as set forth in the City of Castle Rock Budget.

FUND	ESTIMATED REVENUES	ESTIMATED EXPENDITURES	UNALLOCATED ENDING FUND BALANCE	TOTAL
General	3,487,550			
Executive		92,712		
Municipal Court		95,510		
Finance		173,011		
Police		1,331,730		
Park		16,765		
Planning		145,220		
Non-Departmental		846,459	786,143	3,487,550

FUND	ESTIMATED REVENUES	ESTIMATED EXPENDITURES	UNALLOCATED ENDING FUND BALANCE	TOTAL
Petty Cash/Change	760.00	-	760.00	760.00
Street	249,416	239,603	9,813	249,416
Building Code Account	129,883	47,485	82,398	129,883
Visitor Center	31,694	19,629	12,065	31,694
Library	49,915	42,291	7,624	49,915
Criminal Justice	43,735	1,667	42,068	43,735
Local Criminal Justice	170,324	30,300	140,024	170,324
Accumulative Reserve	21,094	-	21,094	21,094
CDBG Home Rehab	210,269	1,000	209,269	210,269
DOT Spoil Site	58,106	51,590	6,516	58,106
Public Works Vehicle Replacement	31,427	30,000	1,427	31,427
Police Vehicle Replacement	31,412	-	31,412	31,412
Drug Enforcement	3,486	-	3,486	3,486
Low Income Housing	67,543	-	67,543	67,543
Swimming Pool Construction	167,496	-	167,496	167,496
REET Capital	141,537	138,800	2,737	141,537
Street Construction Capital	847,000	847,000	-	847,000
Water/Sewer Operating	3,019,480			
Water		1,104,800	410,336	
Sewer		1,094,008	410,336	3,019,480
Regional Water System	1,224,885	668,814	556,071	1,224,885
Stormwater Management	197,583	188,682	8,901	197,583
Stormwater Capital Reserve	155,474	155,000	474	155,474
Regional Water Capital	123,832	72,225	51,607	123,832
Municipal Water Capital	1,882,138	1,838,700	43,438	1,882,138
Water Bond Reserve	213,184	-	213,184	213,184
Sewer Bond Reserve	329,860	-	329,860	329,860
Sewer Loan Reserve	20,686	-	20,686	20,686
Short Lived Asset Reserve	48,819	-	48,819	48,819
Municipal Sewer Capital	719,243	644,100	75,143	719,243
Boat Launch Facility	1,058,915	1,030,079	28,836	1,058,915
Utility Deposit	92,986	12,000	80,986	92,986
State Custodial Pass-Thru	26,821	24,980	1,841	26,821
TOTAL ALL FUNDS	14,856,553			14,856,553

Section 3. The city clerk is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's office and to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect in five (5) days after its publication according to law.

PASSED by the City Council and signed by the Mayor on this ____ day of _____, 2023.

Mayor Paul Helenberg

Attest:

Approved as to form:

City Clerk

City Attorney

ORDINANCE NO. TBD-2023-01

AN ORDINANCE ADOPTING THE BUDGET OF THE CASTLE ROCK CITY TRANSPORTATION BENEFIT DISTRICT,
CASTLE ROCK, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024

WHEREAS, the Interlocal Agreement between the Castle Rock City Transportation Benefit District and the City of Castle Rock dated November 26, 2012 authorizes city staff to serve as fiscal agents for the district and Castle Rock City Council Members serve as board officers in an ex officio capacity. On behalf of the Castle Rock City Transportation Benefit District, the mayor of the City of Castle Rock, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of the government of the Castle Rock City Transportation Benefit District for the fiscal year ending December 31, 2024, and a notice was published that the City Council of the City of Castle Rock would meet on the 27th day of November, and on the 11th day of December, 2023, at the hour of 7:30 PM in the council chambers in the Senior Center portion of Castle Rock City Hall and virtually for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said city, an opportunity to be heard upon said budget; and

WHEREAS, the said council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the Castle Rock City Transportation Benefit District for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said city for said year and being sufficient to meet the various needs of said district during said period.

NOW, THEREFORE, the Castle Rock City Transportation Benefit District Board do ordain as follows:

Section 1. The budget of the Castle Rock City Transportation Benefit District, Castle Rock, Washington, for the year 2024 is hereby adopted in its final form and content as set forth in the document entitled Castle Rock City Transportation Benefit District Budget, copies of which are on file in the office of the city clerk.

Section 2. Estimated resources, for each separate fund of the Castle Rock City Transportation Benefit District, and aggregate expenditures for all such funds for the year 2024 are set forth in a summary form below, and are hereby appropriated for expenditure at the fund level during the year 2024 as set forth in the Castle Rock City Transportation Benefit District Budget.

FUND	ESTIMATED REVENUES	ESTIMATED EXPENDITURES	UNALLOCATED ENDING FUND BALANCE	TOTAL
General/TBD	334,325	242,095	92,230	334,325
TBD Capital Project	3,456	-	3,456	3,456
TOTAL ALL FUNDS	337,781			337,781

Section 3. The city clerk is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's office and to the Association of Washington Cities.

Section 4. This ordinance shall be in force and take effect in five (5) days after its publication according to law.

PASSED by the City Council and signed by the Mayor on this ____ day of _____, 2023.

Mayor Paul Helenberg

Attest:

Approved as to form:

City Clerk

City Attorney

ORDINANCE NO. 2023-16

AN ORDINANCE AMENDING THE BUDGETARY APPROPRIATIONS AND AUTHORIZING AN INTERFUND LOAN FOR FISCAL YEAR ENDING DECEMBER 31, 2023 FOR THE CITY OF CASTLE ROCK, WASHINGTON FOR THE PUBLIC WORKS VEHICLE REPLACEMENT AND SWIMMING POOL CONSTRUCTION FUNDS

WHEREAS, during the regular council meeting held December 11, 2023, the City of Castle Rock approved an interfund loan in the amount of \$33,480 between the Swimming Pool Construction Fund #300 and the Public Works Vehicle Replacement Fund #180; and

WHEREAS, the purpose for this loan is to fund the purchase of a Genie Manlift; and

WHEREAS, the Public Works Vehicle Replacement Fund's annual source of revenue is interfund transfers totaling \$30,000 from Street, Water, Sewer, Regional Water and Stormwater funds; and

WHEREAS, Public Works Vehicle Replacement Fund's current expenditures do not exceed current revenue, however this purchase was unanticipated and was therefore not budgeted.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Castle Rock, Washington do ordain as follows:

Section 1. A new interfund loan amount not to exceed \$33,480 is hereby authorized to be made from the Swimming Pool Construction Fund #300 to the Public Works Vehicle Replacement Fund #180 during the 2023 fiscal year. Councilmembers expect this loan to be fully repaid within one (1) year, 2024, including interest at 5.44%, per current Washington State Investment Pool rates. Loan repayments shall be made no later than December 17, 2024 and include \$30,000 from interfund transfers for 2024 budget and revenue from sale of current manlift.

Section 2. That fund amendments be appropriated as designated by the below amounts:

<u>BARS #</u>	<u>Description</u>	<u>Original Appropriation</u>	<u>Change</u>	<u>Amended Appropriation</u>
300 000 000 508 31 00 00	Reserved Ending Cash	161,494	-33,480	128,014
300 000 000 581 10 00 18	Loan Issued to Public Works Vehicle Replacement Fund 180	0	+33,480	33,480
180 000 000 381 20 30 00	Interfund Loan Received from Swimming Pool Construction Fund 300	0	+33,480	33,480
180 000 000 594 47 64 10	Vehicle Purchase - Street	0	+33,480	33,480

Section 3. This ordinance, having been introduced at a regular meeting of the Castle Rock City Council held on December 11, 2023 and a special meeting of the Castle Rock City Council held on December 18, 2023, shall be effective immediately upon adoption.

Adopted by the City Council and signed by the Mayor on this ____ day of December, 2023.

Mayor Paul Helenberg

Attest:

Approved as to form:

Clerk-Treasurer

City Attorney

City of Castle Rock - Interfund Loan

Borrower - Public Works Vehicle Replacement Fund

Lender - Swimming Pool Construction Fund

Loan Amortization Schedule

Terms are a one-year loan, with an interest rate of 5.44%. Purpose of the loan is to purchase a Genie Manlift. Full payment due by December 17, 2024.

Ordinance No. 2023-16; approved December 18, 2023

EXAMPLE

Amount of Loan	\$ 33,480.00	Additional Amount of Loan	\$ -
Loan Issued	12/18/23	Issued	
Basis (Days)	360	Basis (Days)	360
Payments per Year	1	Payments per Year	1
Interest Rate	5.440000%	Interest Rate	0.000000%

interest rates based on current market rate (Washington State Investment Pool)

Date	Transaction	Amount	Rate	Days	Interest Calculation	Accrued	Principal Payment	Interest Payment	Interest Balance	Principal Balance	Total Due
12/18/23	Original Loan	33,480.00							-	33,480.00	33,480.00
03/31/24	Payment	30,000.00	5.44000%	104	526.16	526.16	29,473.84	526.16	(0.00)	4,006.16	4,006.16
12/17/24	Payment	4,164.16	5.44000%	261	158.00	158.00	4,006.16	158.00	(0.00)	-	(0.00)
Totals							33,480.00	684.16			

**COWLITZ COUNTY LAW ENFORCEMENT SHOOTING RANGE
MEMORANDUM OF AGREEMENT
BETWEEN
COWLITZ COUNTY SHERIFF
AND
CASTLE ROCK POLICE DEPARTMENT**

This Memorandum of Agreement (“**MOA**”) defines the rights and responsibilities of the CASTLE ROCK POLICE DEPARTMENT, a law enforcement agency (hereafter “**Agency**”), and the Cowlitz County Sheriff, (the “**Sheriff**”), regarding the use of the real property commonly referred to as the Cowlitz County Law Enforcement Shooting Range, legally described in **Exhibit B** attached hereto (the “**LE Range**”).

RECITALS

A. In October 2019, Cowlitz County entered into a lease agreement (the “**2019 Lease**”) with Cowlitz Game and Anglers, Inc. (“**CG&A**”), in which Cowlitz County leased to CG&A certain real property commonly referred to as the Cowlitz County Public Shooting Range, legally described in the 2019 Lease, a true and correct copy of which is attached hereto as **Exhibit A**.

B. On Aug 22, 2023, the Sheriff entered into a sublease agreement with CG&A to sublease the LE Range from CG&A (the “**Sublease**”). A true and correct copy of the Sublease is attached hereto as **Exhibit C**.

C. Both the 2019 Lease and the Sublease provide that other law enforcement agencies or criminal justice agencies are authorized to use the LE Range, provided that each of those agencies shall have entered into a Memorandum of Agreement with the Sheriff.

D. This MOA operates as the agreement between the Sheriff and Agency for use of the LE Range, consistent with the 2019 Lease and the Sublease.

NOW, THEREFORE, the Sheriff and Agency agree as follows regarding Agency’s use of the LE Range:

AGREEMENT

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into the substantive provisions of this MOA.

2. **Purpose of MOA.** The purpose of this MOA is to set forth the terms and conditions by which the Sheriff will provide access to the LE Range for use by Agency for law enforcement firearms training activities.

3. **Term.** This MOA shall take effect on 09/05/2023 and terminate on 12/31/24.

4. **Scope of Law Enforcement Firearms Training Activities.** Agency may use the LE Range only for the following firearms training activities: any live fire shooting practice to include handgun, shotgun and rifle training and maintenance, chemical munition training, reality-based scenario training, use of force, less lethal munition training, or any other law enforcement training deemed necessary by the Agency, provided the Sheriff or designee has given prior written approval and the training falls within acceptable use by the Special Use Permit on file.

5. **Use and Cost Schedule.** Agency's use of the LE Range shall be in accordance with and as detailed in **Exhibit D**. Agency shall be charged true and fair value for use of the LE Range based on actual time scheduled, consistent with **Exhibit D**.

6. **Agency Responsibilities.** Agency agrees to use the LE Range consistent with: (1) this Agreement; (2) the 2019 Lease (**Exhibit A**); (3) the Sublease (**Exhibit C**); and (4) the Special Use Permit governing the Cowlitz County Public Shooting Range, as amended by the Cowlitz County Hearing Examiner.

7. **Authorized Personnel Only.** Agency agrees that only qualified law enforcement personnel employed by Agency are to use the LE Range. Arrangements can be made for supervised use of facility with Agency sponsored community events such as citizens academy, given that prior permission was granted from the Sheriff or designee.

8. **Access to and Maintenance of Records.** Agency shall maintain internal controls, accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the Sheriff, for a period of six (6) years to ensure proper accounting and compliance with this Agreement. Agency acknowledges that records may be subject to disclosure under the Public Records Act, Chapter 42.56 RCW.

Agency agrees that the Sheriff or any duly authorized representatives shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of Agency which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

9. **Termination.** Either party may terminate this MOA upon giving the other party at least 30 days' advance written notice. In that event, the Sheriff will be entitled to payment only for Agency's use actually incurred prior to the effective date of the termination, consistent with **Exhibit D**.

10. **Governing Laws.** This MOA shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any dispute regarding or arising out of this MOA shall be Cowlitz County Superior Court.

11. **The Parties' Representatives.** The parties' designated representatives shall be responsible for the administration of this MOA and for receiving notices given in connection with this MOA. The following are designated as the representatives of the parties:

For the Sheriff:

Name: Brad Thurman

Title: Sheriff

Address: 312 SW First Avenue
Kelso, WA 98626

Telephone: 360-577-3092

E-mail: thurmanb@cowlitzwa.gov

For Agency:

Name: CHARLIE WORLEY

Title: CHIEF OF POLICE

Address: 141 A ST SW
Castle Rock, WA 98611

Telephone: (360)274-4711

Email: cworley@crpolice.org

12. **Notices.** Any notice required or permitted to be made under this MOA may be given personally, by facsimile, or by first-class, registered or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Notices delivered by facsimile shall be deemed to have been given on the date of transmission if received during the recipient's business day or, if not, on the recipient's next business day.

13. **Mutual Indemnity.** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, 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) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

14. **Survival of Indemnity Obligations.** The parties agree all indemnity obligations shall survive the completion, expiration or termination of this MOA.

15. **Compliance with Laws.** Agency and its officials, officers, employees, and agents shall comply with all applicable federal, state, and local laws, regulations, rules, and policies. The Sheriff shall have no obligation to ensure such compliance.

16. **No Third-Party Rights; Non-Assignable.** This MOA is entered into by the parties solely for their own benefit, and it creates or grants no rights of any kind to any other party. Agency shall not assign any of its rights or delegate any of its duties under this MOA without the prior express written consent of the Sheriff, which may be granted or refused at the Sheriff's sole discretion.

17. **Waiver.** No term or condition of this MOA shall be deemed waived unless such waiver is expressly agreed to in writing by the party granting the waiver. In addition, waiver of any breach of this MOA shall not be deemed a waiver of any prior or subsequent breach.

18. **Amendment.** This MOA can only be amended in writing, and only upon execution by both parties.

19. **Entire Agreement.** The parties acknowledge that this MOA is the complete expression of their agreement regarding the subject matter of this MOA. Any oral or written representations or understandings not incorporated into this MOA are specifically excluded.

20. **Headings.** The headings in this MOA are for convenience only and shall not be deemed to affect the meaning of its provisions.

21. **Severability.** If any provision of this MOA is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the parties can still be given effect.

22. **Signature Authority.** Each person signing this MOA on behalf of a party warrants that he or she has full authority to sign this MOA on that party's behalf.

23. **Counterparts.** This MOA may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

24. **Attachments.** The following Exhibits are incorporated into this MOA by reference.

- a. Exhibit A – 2019 Lease Agreement between Cowlitz Game & Anglers and Cowlitz County
- b. Exhibit B – Legal Description of the Cowlitz County Law Enforcement Shooting Range
- c. Exhibit C – 2023 Sublease between Cowlitz Game & Anglers and the Cowlitz County Sheriff
- d. Exhibit D – Law Enforcement Range Use and Cost Schedule

IN WITNESS WHEREOF, the parties have executed this Agreement on this 7th day of September, 2023.

CASTLE ROCK POLICE

Charlie Worley
[Signature]

CHARLIE WORLEY
Print Name

CHIEF OF POLICE
Title

COWLITZ COUNTY SHERIFF

Brad Thurman
Brad Thurman

EXHIBIT A

LEASE AGREEMENT

COWLITZ PUBLIC SHOOTING RANGE

THIS LEASE AGREEMENT is made between COWLITZ COUNTY ("Landlord") and COWLITZ GAME & ANGLERS, INC., ("CG&A"), a Washington Nonprofit Corporation, ("Tenant"), for the Cowlitz Public Shooting Range property and is effective upon full execution of this Lease by Landlord and Tenant.

RECITALS:

WHEREAS, On January 8, 2008, Landlord and Tenant entered into a lease for a portion of the real property known as "LT-1" in Cowlitz County, commencing February 1, 2008, (the "Premises"), in order to develop and operate the Cowlitz Public Shooting Range, ("CPSR"). That lease was subsequently modified by the first, second and third lease amendments, ("Prior Lease").

WHEREAS, Landlord and Tenant agree that over time as circumstances have changed at the Cowlitz Public Shooting Range ("CPSR"), so has the need to update the lease for the facility to better recognize the current conditions and practices. Landlord and Tenant hereby mutually agree to the complete termination of the Prior Lease effective upon the full execution of this Lease by Landlord and Tenant.

WHEREAS, Landlord and Tenant agree that the ownership of all fixed improvements made by Landlord and/or Tenant during the Prior Lease are hereby transferred to and made the property of Landlord upon full execution of this Lease by Landlord and Tenant.

WHEREAS, Cowlitz County ("County") and CG&A recognize the importance of providing a safe and reliable facility for recreational shooting enthusiasts, families, law enforcement and firearm education programs to train and learn the proper handling of firearms.

WHEREAS, The County and CG&A recognize the CPSR facility as part of the County owned parks system and the transfer of the assets to the County from CG&A pursuant to the terms of this Lease.

WHEREAS, This Lease recognizes the need for use of the CPSR by the Cowlitz County Sheriff's Office and other law enforcement agencies and provides for the management of the CPSR facility for both the public and law enforcement use of the CPSR.

WHEREAS, The County and CG&A desire to enter into a new lease agreement to better define and manage their respective roles and responsibilities with respect to the CPSR property. This Lease supersedes and replaces the Prior Lease, including all amendments, in their entirety, and

becomes the complete and integrated agreement between Landlord and Tenant concerning the Property.

THE PARTIES AGREE AS FOLLOWS:

1. **Premises:** Landlord hereby leases to Tenant, upon the terms and conditions set forth herein, a portion of that certain real property, together with all existing improvements, commonly known as the "Cowlitz Public Shooting Range", excluding the Cowlitz County water well house, situated in the County of Cowlitz, State of Washington, commonly known as "LT-1". The parties acknowledge that the LT-1 properties are described in that certain Quitclaim Deed executed by the State of Washington Department of Transportation recorded under Cowlitz County Auditor's File No. 920102033. That portion of LT-1 constituting the CPSR is more particularly described and depicted on Exhibit "A" attached hereto ("Premises"). The CPSR is located at 1000 Toutle Park Road, Castle Rock, WA 98611.
2. **Term:** The term of this Lease shall commence and be effective upon the execution of this document by Landlord and Tenant, thereby superseding and replacing the Prior Lease, and shall end on December 31, 2025, unless earlier terminated pursuant to the provisions herein.
3. **Delivery of Possession:** The parties acknowledge that Landlord delivered possession of the Premises to Tenant on February 1, 2008, pursuant to the provisions of the Prior Lease.
4. **Rent:** Tenant shall pay Landlord, at Landlord's address set forth in paragraph 36 or at such other place as Landlord may designate in writing, annual rent ("Rent") in the sum of One Dollar (\$1), due on the first day of the lease term and each subsequent anniversary date. Landlord acknowledges and accepts as additional consideration for the Lease, the materials and services provided by Tenant for the maintenance and operation of the CPSR as a part of the County park system.
5. **Excise Tax:** Tenant shall be responsible for payment of the leasehold excise tax required under RCW 82.29A.030 and the rules and regulations of the Department of Revenue based on the annual fair market rental value of the subject Premises. Tenant shall pay such tax to Landlord in quarterly installments on or before March 31 (for 1st quarter), June 30 (for 2nd quarter), September 30 (for 3rd quarter) and December 31 (for 4th quarter).
6. **Use of Premises:** The Premises shall be used for the operation and further development of an Outdoor Public Shooting Range pursuant to the terms and conditions of the Corrected Special Use Permit ("SUP"), No. 08-10-1613, Hearing Number 0820.02, dated

May 29, 2009, as adopted or hereinafter amended and for no other purpose without the prior written consent of Landlord. Tenant shall not allow the use of the Premises for any illegal purpose. Tenant shall comply with all governmental laws, ordinances, regulations, rules, orders and other requirements relating to the use and occupancy of the Premises.

7. **Operator:** CG&A is hereby designated as the operator of the CPSR pursuant to this Lease.
8. **Lead Law Enforcement Agency:** The Cowlitz County Sheriff's Office ("CCSO") is designated as the lead agency responsible for coordinating and scheduling law enforcement agency use of the CPSR facilities. The CCSO and all other agencies seeking to use the CPSR for training and firearm qualification purposes must have a current use agreement with CG&A. CCSO will coordinate all agency uses in cooperation with CG&A, recognizing that the CPSR facilities are the responsibility of CG&A and there is concurrent public use of the facilities as managed by CG&A. CG&A, CCSO and all other agencies will at all times comply with the terms of the Special Use Permit ("SUP"), this Lease, federal, state and county ordinances and regulations.
9. **Administration:** The Office of Administrative Services shall administer this Lease on behalf of the County, and CG&A shall perform the required services to the satisfaction of the Board of County Commissioners. Determination of satisfaction with CG&A's services shall be based on reasonable and objective standards that are not inconsistent with this agreement.
10. **CPSR User Fees:** CPSR user fees will be established and waived only by the authority of the Board of County Commissioners. CPSR user fees will be reviewed annually by the County and CG&A for recommended changes and adopted in a fee schedule approved by the Board of County Commissioners. The initial user fee schedule is incorporated into this document as Exhibit "B" – CPSR User Fee Schedule.
11. **Law Enforcement Fees:** Law enforcement use fees that are short term (by the day) in nature shall be established by CCSO and CG&A, and adopted by the Board of County Commissioners in the fee schedule. Fees for long term use by law enforcement agencies at the CPSR shall be negotiated by CCSO and CG&A and codified in contracts to be adopted by the Board of County Commissioners and user agreements with CG&A. All contracts will consider lead abatement and range Maintenance & Improvement Fees as part of the contract.
12. **Lead Abatement:** The County shall establish and maintain a "Lead Abatement" account. Each public or law enforcement user fee or contract will include a lead

abatement fee adopted by the Board of County Commissioners. Lead Abatement fees will only be used for that purpose and to implement the approved CPSR Lead Management Policy (November 2012).

13. **Maintenance and Operations:** The parties' maintenance and operations obligations are agreed to and set forth in the Maintenance and Operations Agreement, ("MOA") attached as Exhibit "C" to this Lease. CG&A shall pay all expenses and costs necessary for the proper implementation of the duties assumed by CG&A under the MOA. The County shall establish and maintain a "Maintenance & Improvement" account. This money, collected under the fee schedule adopted by the Board of County Commissioners, shall only be spent on the maintenance and improvement of the CPSR. The MOA will be reviewed annually by the County and CG&A for recommended changes.
14. **Annual Report:** At least annually, CG&A in coordination with the County Parks Board, will give a report during a Work Session to the Board of County Commissioners on the CPSR's financial status, safety record, number of users, and overall CPSR condition.
15. **Inspection of Records:** The County shall maintain the right to review and inspect CG&A records whenever necessary to verify the proper documentation of collection and deposit of the County's user fees.
16. **Independent Contractor:** The CG&A is an independent contractor of the County, and as such is not subject to the County's immediate control or direction in the performance of the required services. Neither the CG&A nor any of their employees or agents shall be deemed to be an official, employee, or agent of the county. The CG&A is solely responsible for its acts and for the acts of its officers, employees, agents, and sub-contractors.
17. **Subcontracting and Assignments:** The CG&A shall not subcontract any portion of the shooting range services required of CG&A under this Lease without the County's prior written consent, except that CG&A may contract for range maintenance, repair and other services as to the facility and equipment items for which it is responsible. The CG&A likewise shall not assign all or any portion of this Lease without the County's prior written consent. Any purported assignment without this consent shall be void. Any consent granted by the County under this paragraph may be subject to such conditions, as the County deems appropriate.
18. **Public Access:** Tenant acknowledges that Landlord is entering into this Lease for the purpose of facilitating the development and operation of a recreational firearm and archery shooting range facility for public use. Public use of the leased Premises requires minimum hours when the Premises facilities will be open to general public use as

authorized and conditioned under the SUP, and any other required permits or approvals. Tenant shall maintain hours of operation and provisions for public access as specified in the SUP.

19. **Existing Improvements:** All existing fixed improvements to the leased Premises are the property of Landlord, and any future fixed improvements and alterations made by Tenant shall remain on the Premises and shall be the property of Landlord immediately upon completion and acceptance by Landlord. Tenant acknowledges the rights of the holder of the pipeline easement (AFN 3346890) encumbering a portion of the leased Premises and the obligations of Landlord to maintain the LT-1 site as a long-term dredging facility pursuant to RCW 47.04.230. Tenant agrees to allow the removal or relocation of any improvements to the leased Premises at no cost or expense to Tenant in the event such removal or relocation is reasonably necessary to facilitate access to the pipeline or use of the site as a dredge spoil facility. Tenant also acknowledges the rights of Landlord to utilize LT-1 outside of the leased Premises area as it sees fit.
20. **Alterations, Repairs, and Maintenance by Tenant:** Tenant shall make no additional permanent improvements or alterations to the leased Premises, without written consent of Landlord and appropriate permit approvals.
21. **Landlord's Access to Premises:** Landlord may enter and inspect the leased Premises at any time during the regular hours of operation and at other reasonable times by agreement or a minimum of 24 hours prior notice to Tenant. In the event of an emergency requiring immediate access, Landlord will give notice to Tenant as soon as reasonably possible. Landlord may enter the premises at any time for the purpose of operation and maintenance of the water system.
22. **Quiet Enjoyment:** Landlord covenants and agrees that Tenant, upon performance of all of Tenant's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the leased Premises during the term of this Lease without disturbance by Landlord, or any person or entity acting on behalf of Landlord or at Landlord's direction, or by any person having title paramount to Landlord's title or by any person claiming under Landlord, subject to the rights of Northwest Pipeline Corporation or its successors in interest under that certain Right-of-Way and Easement encumbering a portion of the leased Premises, and further subject to the obligation of Landlord to maintain the LT-1 site as a long-term dredging facility pursuant to RCW 47.04.230 and to other terms and provisions of this Lease. Landlord reserves the right to utilize LT-1, outside of the leased Premises as it sees fit within the requirements of RCW 47.04.230.
23. **Infrastructure Access:** Landlord and Tenant mutually acknowledge that certain

infrastructure improvements have previously been made to the leased Premises by Tenant including electrical utilities, a public water system, and a waste water septic system, and that this infrastructure is necessary for Tenant's use of the Premises. Pursuant to Paragraph 19 of this Lease, Landlord assumes the ownership of said improvements. Landlord will continue to maintain the support infrastructure and provide for the use of it by Tenant.

24. **Utilities and Other Services:** Tenant shall pay for utilities and other services not provided by Cowlitz County, or as agreed in the MOA.
25. **Maintenance and Repairs:** Tenant shall keep the Premises in a neat, clean and sanitary condition, and in good working order, except for reasonable wear and tear. The duties and responsibilities of Landlord and Tenant concerning maintenance and repairs of the Premises are specified in detail in the MOA.
26. **RCO Grant Obligations:** Landlord and Tenant recognize and agree that the leasehold Premises have been previously improved using funds that included grants made by the Washington Recreation and Conservation Office ("RCO") Firearms and Archery Range Recreation ("FARR") program, and that additional such grants may be made during the term of this Lease. By the acceptance and use of such grant funds, Landlord and Tenant are obligated to comply with the long-term obligations and other provisions and conditions of the grants, the FARR program and RCO requirements. Landlord and Tenant will continue to recognize and comply with all applicable grant conditions as long as they exist and apply to the Premises. Landlord acknowledges that failure to comply with the RCO/FARR grant conditions may result in an obligation to repay grant funds to the RCO.
27. **Right to Perform:** If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder after fifteen (15) days written Notice to Perform from Landlord, Landlord may make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. Tenant shall, on demand, reimburse Landlord for its expenses reasonably incurred in making such payment, including but not limited to taxes, fees, interest, penalties, labor and benefits. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.
28. **Damage or Destruction:** (a) If the leased Premises or the improvements thereto are damaged or destroyed by fire or any other cause, Landlord shall restore all such Premises, improvements, alterations and fixtures as nearly as practicable to their condition immediately prior to such damage or destruction. The obligation to restore shall be

subject to the parties' termination rights provided below. Any restoration shall be promptly commenced and diligently prosecuted.

(b) Notwithstanding any of the foregoing provisions of this paragraph, if the Premises and/or improvements are destroyed or damaged to such an extent that Landlord deems it not economically feasible to restore them, or if the improvements must be removed or relocated to facilitate access to the pipeline or use of the site as a dredge spoil facility as provided in paragraphs 19 and 22 above and it is not economically feasible to restore them, either Landlord or Tenant may then terminate this Lease as of the date of the damage, destruction or removal by giving written notice to that effect to the other party.

(c) Landlord and Tenant agree that Tenant shall have no duty or obligation to provide property damage insurance coverage for the leasehold Premises and/or any improvements constructed on the Premises. All risk of physical loss or damage to the Premises and all improvements thereon shall be borne by Landlord.

29. **Insurance:** Tenant shall, at Tenant's expense, procure and maintain continuously during the term of the Lease, comprehensive general liability insurance coverage for Tenant's public shooting range operations, with minimum limits as follows:

a. Commercial General Liability per occurrence	\$5,000,000
b. Personal/Advertising Liability per occurrence	\$5,000,000
c. Commercial General Liability annual aggregate limit	\$5,000,000
d. Products Liability/Completed Operations per occurrence	\$5,000,000
e. Products/Completed Operations annual aggregate limit	\$5,000,000
f. Liability for Damage to Rented Premises	\$ 100,000
g. Medical Expense Limit	\$ 5,000

All insurance shall be issued by one or more insurers authorized to transact insurance in the State of Washington. All such insurance shall be written on policies and by companies acceptable to Landlord. Tenant shall provide Landlord with one or more Certificates of Coverage and all policies shall identify Landlord as an Additional Insured. Copies of such insurance policy(ies) shall be furnished to Landlord.

30. **Indemnification:** (a) Tenant shall defend, indemnify and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, other than damage to the Premises or any improvements thereon, arising from any negligent or wrongful act or omission of Tenant or Tenant's clients, officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or around the Premises as a result of any act, omission or negligence of Tenant, or Tenant's clients, officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably

acceptable to Landlord in defense of any action within Tenant's defense obligation.
(b) Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, arising from any negligent or wrongful act or omission of Landlord or Landlord's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or around the Premises or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.

(c) The provisions of this Section shall survive expiration or termination of this Lease.

31. **Assignment and Subletting:** Neither this Lease nor any right hereunder may be assigned, transferred, encumbered or sublet in whole or in part by Tenant without Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed.
32. **Liens:** Tenant shall not suffer or permit any lien to be filed against the leased Premises, or the improvements of which they are a part, by reason of work, labor, services, or materials performed or supplied to Tenant or by anyone holding the Premises under Tenant. If any such lien is filed, Tenant shall expeditiously take prudent steps to cause the lien to be discharged of record.
33. **Default:** The following occurrences shall each be deemed an Event of Default by Tenant:
- (a) **Failure to Pay.** Tenant fails to pay any sum, including Rent, due under this Lease following fifteen (15) days written notice from Landlord of the failure to pay.
 - (b) **Vacation/Abandonment.** Tenant vacates the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord), or Tenant abandons the Premises (defined as an absence of fifteen (15) days or more after Tenant has received written notice from Landlord that Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.
 - (c) **Insolvency.** Tenant makes an assignment for benefit of creditors, voluntarily or involuntarily becomes the debtor in a bankruptcy proceeding under the United States Bankruptcy Code, or a receiver, assignee or other liquidating officer is appointed for Tenant's business operated on the Premises, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding

is not dismissed or vacated within ninety (90) days after its institution or commencement.

- (d) Levy or Execution. Tenant's interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Tenant, or is taken upon or subjected to any attachment by any creditor of Tenant if such attachment is not discharged within forty-five (45) days after being levied.
- (e) Other Non-Monetary Defaults. Tenant breaches any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this paragraph, and the breach continues for a period of forty-five (45) days after written notice by Landlord to Tenant of the breach or, if the breach cannot reasonably be cured within forty-five (45) days, Tenant fails to commence cure within forty-five (45) days and diligently pursue cure thereafter.

34. **Landlord's Remedies upon Tenant's Default:** (a) If Tenant defaults in performance of any of its obligations under this Lease or shall violate any term or provision of this Lease, Landlord may give Tenant a written Notice of Default, whereupon Tenant shall have forty-five (45) days in which to cure the default. If Tenant has not cured the default within such forty-five (45) days of receipt of written Notice of Default, Landlord may terminate this Lease immediately by giving Tenant written Notice of Termination. Landlord shall have the following remedies upon Tenant's failure to cure an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.
- (b) Termination of Lease. Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than written notice from Landlord to Tenant of termination shall terminate this Lease. The Lease shall terminate on the date specified in the Notice of Termination. Upon such termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other fees and costs that would have been owing by Tenant under this Amended Lease for the remaining balance of the Lease term.
- (c) Re-Entry and Re-letting. Landlord may, without additional demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may re-let the Premises, or any part of them, in Landlord's name for such period of time and at such other terms and conditions, as Landlord, in its discretion, may determine.
- (d) Failure to Remove Property. If Tenant fails to remove any of its personal property or personal property of Tenant's clients from the Premises at Landlord's request following a Notice of Termination as provided in paragraph 34(a), Landlord may, at its option,

remove and store said property at Tenant's expense and risk. If Tenant does not pay the storage cost within forty-five (45) days after Landlord's written request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this paragraph shall limit Landlord's right to sell Tenant's personal property or property of Tenant's clients as permitted by law to foreclose Landlord's lien for unpaid rent.

35. **Tenant's Remedies upon Landlord's Default:** (a) If Landlord defaults in performance of any of its obligations under this Lease or violates any term or provision of this Lease, Tenant may give Landlord a written Notice of default, whereupon Landlord shall have forty-five (45) days in which to cure the default. If Landlord has not cured the default within such forty-five (45) days of receipt of notice, Tenant may, in Tenant's sole discretion, terminate this Lease by giving Landlord a written Notice of Termination specifying the effective date of termination. If Tenant so terminates the Lease, no further Rent or other sums otherwise due under this Lease shall be or become due or payable, and Tenant shall promptly vacate the Premises.
- (b) Upon such termination by Tenant, Landlord shall be liable to Tenant for damages based upon the average net revenue (being the difference between the gross receipts and operating expenses for the three full calendar years immediately preceding the termination by Tenant, or such period this Lease is in effect prior to termination if less than three years) for the remainder of the lease term following the effective date of termination by Tenant specified in the Notice of Termination. Landlord will also repay any obligation to the Washington RCO for FARR grants made concerning the Premises, which repayment obligation results from Tenant's inability to operate the shooting ranges on the Premises caused by Landlord's breach of this Lease.
36. **Notices:** All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the CG&A:

President
Cowlitz Game & Anglers, Inc.
P.O. Box 1061
Longview, WA 98632

If to Cowlitz County: Board of County Commissioners
Clerk of the Board
207 4th Avenue North, Room 305
Kelso, WA 98626

Copy to:
Cowlitz County Chief of Staff
Administrative Services
207 4th Avenue North, Room 308
Kelso, WA 98626

Copy to:
Civil Deputy Prosecuting Attorney
Cowlitz County Prosecuting Attorney
312 First Avenue South
Kelso, WA 98626

Copy to:
Cowlitz County Sheriff's Office
312 First Avenue South
Kelso, WA 98626

37. **Change of Notices:** Each party may change its representative or mailing address by giving written notice thereof to the other party in the manner set forth in this paragraph. A document shall be deemed served upon a party when it is served personally upon the party or on the third day (Sundays and federal holidays excepted) after it is deposited in the U.S. mail, certified mail, postage prepaid, return receipt requested.
38. **Surrender of Premises:** At the expiration or sooner termination of this Lease, Tenant shall quit and surrender the Premises in good, neat, clean, and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, invitees, or licensees.
39. **Force Majeure:** Either party's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of the public enemy, fires, floods, epidemics, and strikes.
40. **Non-Waiver:** No failure of either party to insist upon the strict performance of any

provision of this Lease, or acceptance of any untimely or partial performance, shall be construed as depriving that party of the right to insist on strict performance of such provision or any other provision in the future. No waiver of any provision of this Lease by either party shall be deemed to have been made unless expressed in writing and signed by the party. Consent by either party in one instance shall not dispense with necessity of consent by the party in any other instance.

41. **Severability:** If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced as written to the fullest extent permitted by law.
42. **Governing Law, Venue and Attorney Fees:** This Lease shall be governed by the laws of the State of Washington. Venue for any action involving this Lease shall be in Cowlitz County. In any action or proceeding involving a dispute between Landlord and Tenant arising out of this Lease, the prevailing party shall be entitled to reasonable attorney fees and costs to the extent allowed by law.
43. **Entire Agreement:** This Lease and the attached exhibits contain the entire and integrated agreement of the parties regarding the lease of the Property, Premises and improvements described herein and may not be amended, modified or rescinded except in a writing signed by both parties.
44. **Landlord's Consent:** Where under this Lease Landlord's consent is required for any matter, such consent shall not be unreasonably withheld, conditioned or delayed.
45. **Interpretation:** This Lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.
46. **Rights and Remedies Cumulative:** The specified rights and remedies granted by this Lease to the parties are cumulative and are not intended to be exclusive of any other rights, remedies, or means of redress to which either party may be lawfully entitled.
47. **Number; Permissive Versus Mandatory Usage:** Where the context permits, references to the singular shall include the plural and vice versa. Use of the word "may" denotes an option or privilege and shall impose no obligation upon the party that may exercise such

option or privilege; use of the word "shall" denotes a duty or an obligation.

48. **Time:** Time is of the essence to this Lease and each of its provisions.
49. **Conflict of Provisions:** In case of conflict of language, a more specific provision of this Lease shall control over more general provisions.
50. **Headings:** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.
51. **Binding Effect:** This agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.
52. **Compliance with Nondiscrimination Laws:** During the term of this Lease, Tenant shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Tenant's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Lease may be terminated in whole or in part. Tenant shall, however, be given a reasonable time in which to cure this noncompliance.
53. **Americans with Disabilities Act (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35:** Tenant 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 telecommunications.
54. **Authority of Parties:** Any individual signing this Lease on behalf of an entity represents and warrants to the other that such individual has authority to do so and, upon such individual's execution, that this Lease shall be binding upon and enforceable against the party on behalf of whom such individual is signing.

TENANT:

LANDLORD:

COWLITZ GAME & ANGLERS, INC.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

By Russell Barnes
Russell Barnes, President

Joe Gardner
Joe Gardner, Chairman

Dennis P. Weber
Dennis P. Weber, Commissioner

DATE: October 23, 2019

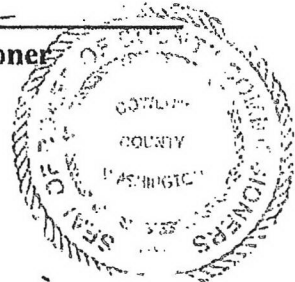
Arne Mortensen
Arne Mortensen, Commissioner

APPROVED AS TO FORM:

ATTEST:

Civil Deputy
Prosecuting Attorney

Tiffany Ostreim
Tiffany Ostreim, Clerk of the Board



Brad Thurman
Brad Thurman, Cowlitz County Sheriff

DATE: 10-29-19

EXHIBIT "A"**LEASE AREA:**

That certain tract of land situated in Sections 23 and 26, Township 10 North, Range 02 West, W.M., Cowlitz County, Washington, being a portion of those certain parcels described in deeds to Cowlitz County and recorded in Volume 1113, Page 94; Volume 1113, Page 96; Volume 1113, Page 99; Volume 1113, Page 115; and Volume 917, Page 582 of Cowlitz County Records, being more particularly described as follows:

Basis of Bearings for this description is per Record of Survey recorded in Volume 22 of Surveys, at Pages 77 through 84, inclusive, Cowlitz County Auditor's Records.

Commencing at a one inch iron pipe with plastic cap stamped "Germunson PLS 10997" being the common section corner for Sections 22, 23, 26 and 27 in said Township 10 North; thence **South 88°08'50" East 657.23 feet** along the common section line between said Sections 23 and 26 to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per Record of Survey recorded in Volume 22 of Surveys, at Pages 77 through 84, Cowlitz County Auditor's Records, being the **True Point of Beginning** of the herein described tract of land; thence,

- 1st **North 01°56'20" East 7.11 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence
- 2nd **North 18°28'46" East 156.82 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 3rd **North 03°26'55" East 243.80 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 4th **North 05°54'47" West 216.48 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 5th **North 00°22'36" East 67.70 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 6th **North 06°13'05" East 121.11 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 7th **North 37°28'46" East 108.50 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 8th **North 18°55'34" East 237.14 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 9th **North 22°51'42" East 177.52 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 10th **North 43°12'11" East 129.84 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 11th **North 61°34' 16" East 58.26 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 12th **North 20°26'35" East 180.16 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 13th **North 20°07'03" West 102.04 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,

- 14th **North 62°56'09" East 133.60 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 15th **South 61°59'53" East 94.92 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 16th **North 37°06'11" East 144.12 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 17th **North 33°36'17" East 118.09 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 18th **South 51°03'35" East 161.62 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 19th **North 46°02'50" East 159.77 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 20th **North 47°07'07" East 88.90 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 21st **South 57°57'53" East 189.22 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 22nd **South 28°08'33" East 107.21 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 23rd **South 72°51'16" East 144.34 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 24th **South 79°24'39" East 159.04 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 25th **South 71°28'58" East 88.87 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 26th **North 47°12'30" East 177.27 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 27th **South 55°33'42" East 74.77 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 28th **South 15°38'10" East 190.09 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence leaving the outer boundary of the above described County parcels,
- 29th **South 62°48'50" East 23.93 feet**; thence,
- 30th **South 13°44'13" East 532.63 feet**; thence,
- 31st **South 31°53'54" West 1658.18 feet**; thence,
- 32nd **South 49°49'09" West 197.91 feet**; thence,
- 33rd **North 63°29'48" West 474.32 feet** to a point on the east line of the Northwest One-quarter of the Northwest One-quarter of said Section 26; thence,
- 34th **North 02°00'21" East 268.64 feet** to a found 5/8 inch steel rod with plastic cap stamped "Nicholson PLS 34143" per Short Subdivision on file in Volume

12, Page 120 of Short Plats, said County Records, said point being on the common line between said Sections 23 and 26; thence,

35th **North 88°08'50" West 634.78 feet** along said common section line to said **True Point of Beginning**.

Contains 74.52 acres of land, more or less.

TOGETHER WITH an easement for ingress and egress to and from the end of Toutle Park Road, being a strip of land forty (40.00) feet wide, lying twenty (20.00) feet on each side of the following described centerline:

Commencing at a found 5/8 inch steel rod with plastic cap stamped "Nicholson PLS 34143" per Short Subdivision on file in Volume 12, Page 120 of Short Plats, said County Records, said point being at the northeast corner of the northwest one-quarter of the northwest one quarter of said section 26; thence South 02°00'21" West, 268.64 feet; thence along the southerly lease boundary line as described above, South 63°23'48" East, 228.89 feet to the **POINT OF BEGINNING** of said centerline; thence South 15°24'38" West, 139.81 feet; thence South 12°09'00" West, 336.59 feet; thence South 25°54'21" West, 93.60 feet; thence South 31°54'28" West, 157.82 feet to a point on the east line of the Northwest One-quarter of the Northwest One-quarter of said Section 26. The sidelines of the above described strip of land to be lengthened or shortened to intersect on the north side with said southerly lease boundary line (as described above), and on the southerly side with the most northerly County Road right of way line of said Toutle Park Road.



WEYERHAEUSER
COMPANY
VOL. 760, PAGE 1052

- - 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 34667"
- △ - 5/8" I.R. WITH YELLOW PLASTIC CAP STAMPED "COWLITZ COUNTY PUBLIC WORKS PLS 34667" PER VOLUME 22 OF SURVEYS AT PAGES 77-84
- X— CHAINLINK FENCE

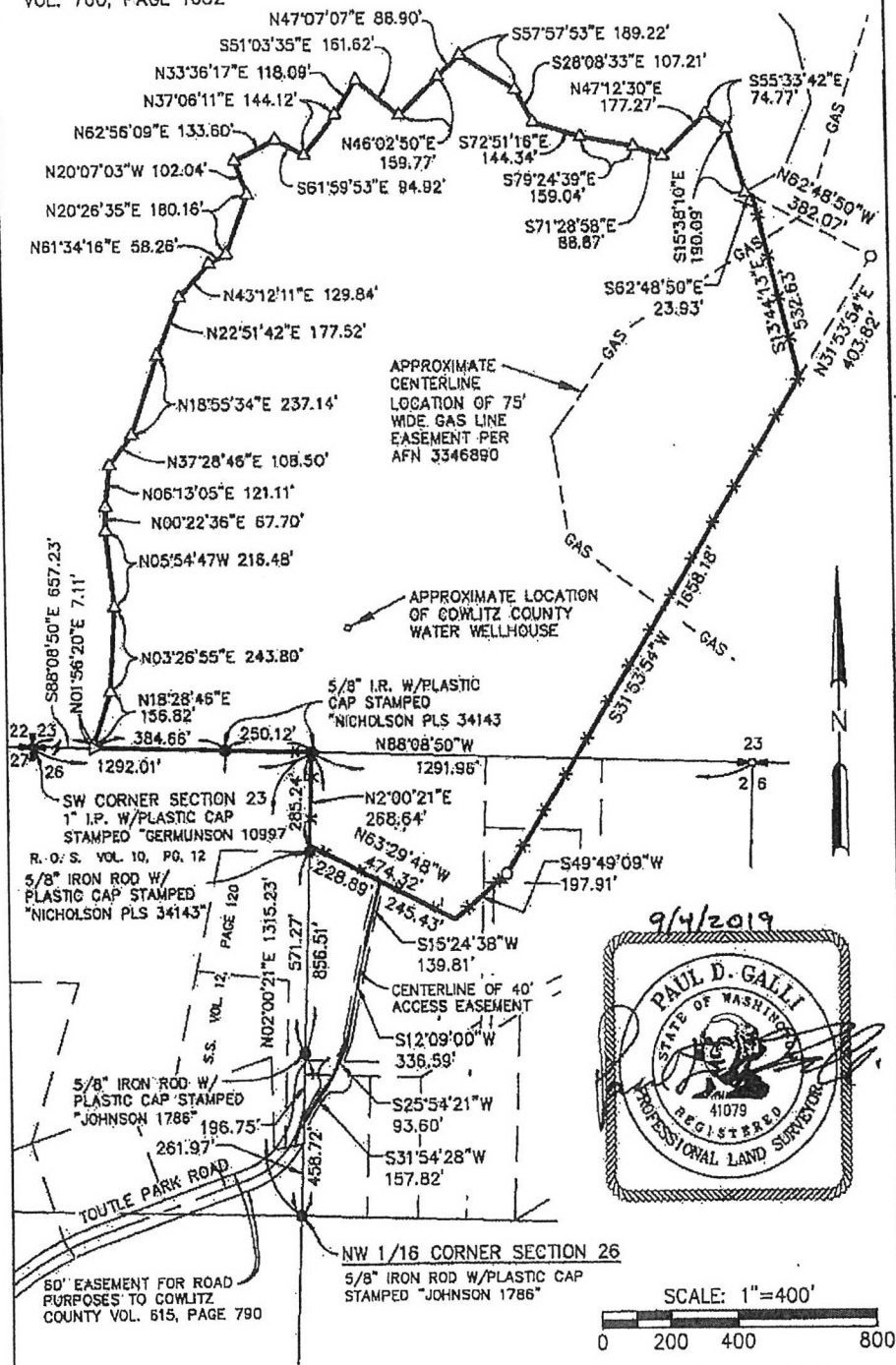


EXHIBIT A

PARCEL AREA: 74.52 ACRES±

PAGE 4 OF 4

Exhibit B**CPSR USER FEE SCHEDULE - 2019**

CG&A Adult Daily User Fee	\$8.00 (Adult)
CG&A Youth (13-17) Daily User Fee	\$4.00 (Youth – Ages 13-17)
CG&A Child Daily User Fee	Free for Children 12 and younger
CG&A Active Military/Disabled Veteran/Active Law Enforcement Individual Daily User Fee	\$4.00 (Adult)
CG&A Trap Shooter Only Daily User Fee	\$4.00 (All ages except child 12 and under)
CG&A Archery only Daily User Fee	\$4.00
County Maintenance and improvement fee	\$3.00 (per shooter – except child 12 and under)
County Lead abatement fee	\$2.00 (Per shooter – except child 12 and under)
CG&A Law enforcement agency day use fee	\$125.00 (plus \$2 per shooter lead fee)
CG&A Law enforcement agency annual use fee	Per Annual Use Agreement – County Approved

Exhibit C

Maintenance and Operations Agreement

Cowlitz Game & Anglers Responsibilities

CG&A will at all times fully comply with the conditions of the Special Use Permit. It is CG&A's responsibility to provide qualified staff and volunteers to operate the range during the established hours of operation. CG&A staff and volunteers will report any safety hazards, problems or liability issues immediately to the Cowlitz County Risk Manager. CG&A will harvest spent shot & bullets from the trap, rifle, and pistol ranges as per the approved lead management policy. CG&A will develop programs and events to meet all classes of shooters; novice through expert alike, with emphasis on the County's youth. All CG&A staff and volunteers will be directed to alert the County when they become aware of any large maintenance concerns at the Range, including, but not limited to structural or infrastructure problems with the buildings, well, septic, access roadway, fencing, or berms.

CG&A is responsible for the following Range maintenance tasks:

- Maintain overall cleanliness and appearance of range grounds
- Maintain all storage areas, trailers and containers
- Provide janitorial services/supplies for:
 - Shooting Building
 - Training Building
 - Trap Range
- Maintain shooting building systems:
 - lights
 - public address system
 - security camera systems
 - golf carts
- Provide as needed pest control
- Pay utilities:
 - telephone
 - internet
- Maintain trap range including:
 - equipment systems and structure
 - shelters and equipment
 - mowing
- Comply with lead management program requirements:
 - monitor lead accumulation on shooting benches
 - clean/sanitize regularly
 - monitor lead accumulation in the ballistic berms and trap field
- Maintain ballistic eyebrow structures
- Maintain & repair all target systems and interim berms
- Provide Bentonite, chips, etc., for shooting area integrity

- Manage spent brass cleanup and removal
- Maintain the 300 yard end berm eyebrow bullet stop
- Provide and maintain perimeter fence firearm use notice signs
- Provide and maintain CG&A owned range service equipment

Cowlitz County Responsibilities

The County shall maintain regulatory supervision over compliance with all conditions of the Special Use Permit. The County will assume administrative responsibilities related to existing and future RCO grants.

The County is responsible for the following Range maintenance tasks:

- Maintain perimeter fence, gates and signs (except signage as noted above)
- Maintain road and parking area, including area lighting
- Maintain landscaping
- Manage dust control for driveway and parking area
- Weed abatement and brush control
- Maintain perimeter ballistic and sound berms
- Maintain electrical service infrastructure
- Provide additional range maintenance equipment and service as needed
- Provide Porta-potty for the trap range
- Provide a trash removal system
- Provide electrical and water service
- Maintain and repair the sanitary septic system
- Maintain and repair training building structure and systems
- Maintain and repair shooting building structure and systems
- Maintain ADA compliance features associated with parking and building features
- Maintain the potable water well and service system at the Range
- Maintain the fire suppression water storage system
- Responsible for appliances & systems in training building

EXHIBIT B

COWLITZ PUBLIC SHOOTING RANGE 100 YARD RANGE LEASE DESCRIPTION

July 11, 2023
Page 1 OF 1

A parcel of land lying in the southwest one-quarter of Section 23, Township 10 North, Range 2 West, Willamette Meridian, Cowlitz County, Washington, more particularly described as follows:

Bearings are based on Record of Survey by Donald Lee Day, PLS 34667 recorded in Volume 22 of Surveys, at Page 77, Cowlitz County Auditor's Records.

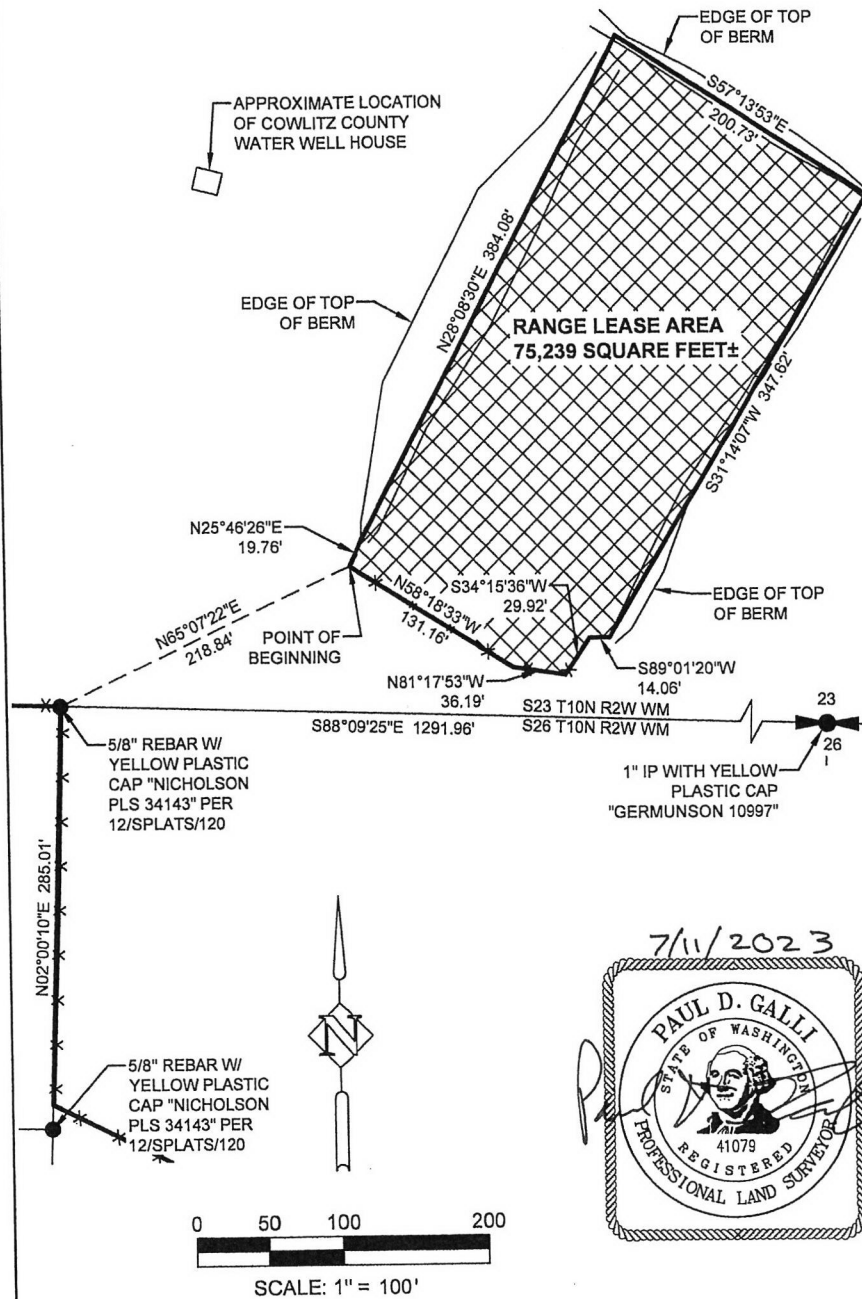
BEGINNING at a point that bears North 65°07'22" East, 218.84 feet from a 5/8" rebar with yellow plastic cap marked "NICHOLSON PLS 34143" shown as marking the "1/16 corner" per Volume 12 of Short Plats, at Page 120, Cowlitz County Auditor's Records; Thence North 25° 46' 26" East, 19.76 feet; Thence North 28° 08' 30" East, 384.08 feet; Thence South 57° 13' 53" East, 200.73 feet; Thence South 31° 14' 07" West, 347.62 feet; Thence South 89° 01' 20" West, 14.06 feet; Thence South 34° 15' 36" West, 29.92 feet; Thence North 81° 17' 53" West, 36.19 feet; Thence North 58° 18' 33" West, 131.16 feet to said **POINT OF BEGINNING**.

Contains 75,239 square feet, more or less.

See the attached Exhibit "B", labeled "SKETCH TO ACCOMPANY LEASE DESCRIPTION", which is made a part hereof.



EXHIBIT 'B'



PROJECT ID: GUN RANGE PARCEL NUMBER: WK2301002 STR: SW 1/4 S23 T10N R2W
 NAME OF OWNER: COWLITZ COUNTY
 OWNER ADDRESS: 207 N 4TH AVE RM 308 PARCEL ADDRESS: 1000 TOUTLE PARK ROAD
 KELSO, WA 98626-4124 CASLTE ROCK, WA 98611

SKETCH TO ACCOMPANY LEASE DESCRIPTION

DWG: Gun Club-100 yrd range lease-2022.dwg

EXHIBIT C

COWLITZ PUBLIC SHOOTING RANGE

COWLITZ COUNTY SHERIFF SUBLEASE AGREEMENT

1. **The Parties.** This Sublease Agreement (the “**Sublease**”) is made and entered into between Cowlitz Game & Anglers (“**Sublessor**”), a Washington nonprofit corporation, and the Cowlitz County Sheriff, an elected official of Cowlitz County, Washington (“**Sublessee**”) on this 16 day of August, 2023. Sublessor and Sublessee are collectively referred to herein as the “**Parties**.”

2. **The Lease Property.** Sublessor is currently leasing from Cowlitz County certain real property commonly referred to as the Cowlitz Public Shooting Range, legally described in **Exhibit A** attached hereto (the “**Leased Premises**”). The lease from Cowlitz County to Sublessor is attached hereto as **Exhibit B** and is hereby incorporated by reference (the “**Master Lease**”).

3. **The Sublease Property.** Sublessor agrees to sublet and the Sublessee agrees to take possession of that portion of the Leased Premises legally described in **Exhibit C** attached hereto (the “**Sublet Premises**”).

4. **Term of Sublease.** The term of the Sublease will begin **January 1, 2023**, regardless of the actual date of execution of this agreement, and will end on **December 31, 2025**, unless otherwise terminated in accordance with the provisions of this agreement. The sublease term may be extended by mutual agreement of the Parties in writing.

5. **Approval by the Board of County Commissioners.** Pursuant to Paragraph 31 of the Master Lease, the Leased Premises may not be “sublet in whole or in part . . . without [the County’s] prior written consent which shall not be unreasonably withheld, conditioned or delayed.” Cowlitz County has given written consent, reflected in the below ratification as to form and content.

6. **Approval by the Washington Recreation & Conservation Office.** Pursuant to Paragraph 26 of the Master Lease, the Parties acknowledge the obligations created by the Washington State Recreation and Conservation Office (the “**RCO**”) grants affecting the conditions of the use of the Leased Premises. The RCO was consulted regarding Sublessee’s use of the Sublet Premises for law enforcement purposes, and the RCO concluded in a letter dated May 1, 2023, that no RCO funding was used at Sublet Premises; consequently, use of the Sublet Premises is at the discretion of Cowlitz County. The RCO letter is attached hereto as **Exhibit D**.

7. **Condition of Premises.** Sublessee agrees that it has inspected the Sublet Premises and accepts it in its present condition without warranties. At the end of the term, Sublessee agrees to surrender and deliver to the Sublessor the Sublet Premises in the same condition as they were at the beginning of the term, except for reasonable wear and tear. Sublessee will be liable to the Sublessor for any damages occurring to the Sublet Premises.

8. Alterations and Improvements. All alterations, installations, additions or improvements in or to the Sublet Premises shall be made at Sublessee's sole cost and expense and shall comply with all of the terms and conditions of this Sublease and the Master Lease, and shall comply with any permit and/or other approval requirements. Any alterations, physical additions or improvements to the Sublet Premises made by Sublessee shall at once become alterations, installations, additions or improvements under the underlying Master Lease of the Sublessor. This clause shall not apply to any moveable equipment or fixtures owned by Sublessee, which may be removed by Sublessee at the end of the term of this Sublease if Sublessee is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of the Lessor or Sublessor.

9. Occupation and Use of Sublet Premises. Sublessee shall be the sole occupant and possessor of the Sublet Premises, but the Parties agree that other law enforcement or criminal justice agencies may be authorized to use the Sublet Premises provided that those agencies have entered into Memoranda of Agreements with Sublessee. The Memoranda of Agreements are the responsibility of Sublessee. Copies of all Memoranda of Agreements will be supplied to Sublessor and the Cowlitz County Office of Administrative Services. The use of the Sublet Premises shall be for law enforcement related training and qualification, particularly for firearms and related devices for which an appropriate firearm range is needed.

10. Rent and Security Deposit. The Sublessee agrees to pay rent under this Sublease in the amount of \$1,449.46 per year. Rent shall be payable in advance on or before the first day of each calendar year of the term of the Sublease. Sublessor does not require a security deposit as part of this Sublease.

11. County User Fees for Sublet Premises. Pursuant to the requirement of the Master Lease, law enforcement or criminal justice agencies shall pay user fees, including maintenance and improvement fees and lead abatement charges, which will be reflected in the Memoranda of Agreements with those agencies.

12. Maintenance Responsibilities. Sublessee shall keep the Sublet Premises in a clean and sanitary condition, except for reasonable wear and tear. All maintenance, upkeep and repair obligations for the Sublet Premises are the responsibility of the Sublessee. Sublessee is responsible for and will pay for trash removal services for both the Sublet Premises and the overall Leased Premises. Electrical services at the Sublet Premises are currently being provided for by Cowlitz County and will remain the responsibility of the County; Sublessor is not obligated to pay for electrical services at the Sublet Premises.

13. Annual Report to Cowlitz County. At least once per year, Sublessee shall submit a report to Sublessor and the County Office of Administrative Services on the condition, safety record, usage and financial performance of the Sublet Premises as required by the Master Lease. The report shall also address Sublessee's compliance with the terms of the range Special Use Permit and Environmental Stewardship Plan applicable to the Sublet Premises.

14. Liability for Sublet Premises. Sublessee will be liable to the Sublessor for any damages occurring to the Sublet Premises. All actions conducted by any guests of the Sublessee or law

enforcement agencies authorized by Sublessee to use the Sublet Premises are the responsibility and liability of the Sublessee.

15. **Certificate of Membership in the Washington Counties Risk Pool.** Sublessee is supplying a certificate of membership in the Washington Counties Risk Pool to Sublessor, which operates as Cowlitz County's insurance. The Certificate of Membership is attached hereto as **Exhibit E**.

16. **Master Lease.** This Sublease follows and is subject to the terms of the Master Lease, attached as **Exhibit B** to this agreement, except as to those terms which are expressly inconsistent with the terms of this Sublease, such as Paragraphs 8 and 11. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor related to the Sublet Premises under the Master Lease for the duration of the Sublease.

17. **Termination.** The following provisions apply regarding termination of this Sublease:

a. *Termination for Convenience.* Either party may terminate this Sublease for convenience upon giving the other party at least 45 days' advance written notice.

b. *Termination for Default.* If either party defaults in its performance under this Sublease, the non-defaulting party may give the defaulting party written notice that it has 45 days in which to cure the default. If the default is not cured within 45 days of notice, the non-defaulting party may terminate this Sublease. In the event of such a termination, the non-defaulting party shall have all rights and remedies available to it under the law.

However, if a notice of termination for default has been issued and it is later determined for any reason that the party was not in default, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience paragraph hereof.

18. **Notices.** Any notice required or permitted to be made under this Agreement may be given personally or by first-class, registered, or certified mail. A notice personally delivered to the other party is deemed given upon proper delivery. A notice sent by first-class, registered, or certified mail is deemed given three days after mailing, if properly addressed and having proper postage. Any and all notices hereunder shall be made to the following representatives for the Parties:

SHERIFF:

Brad Thurman, Sheriff
312 SW 1st Ave.
Kelso, WA 98626

COWLITZ GAME & ANGLERS:

President, Cowlitz Game & Anglers
P.O. Box 1061
Longview, WA 98632

19. **Governing Laws.** This Sublease shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any dispute regarding or arising out of this Agreement shall be Cowlitz County Superior Court.

20. **Amendment.** This Sublease can only be amended in writing, and only upon execution by both Parties.

21. **Entire Agreement/Addenda.** The Parties acknowledge that this Sublease is the complete expression of their agreement regarding the subject matter of this Sublease. Any oral or written representations or understandings not incorporated into this Sublease are specifically excluded. However, the Parties also acknowledge that a supplemental memorandum of understanding or memorandum of agreement may need to be entered into in the future relating to the scheduling and use of the range training building, access to and control of the entry gate, and parking of law enforcement vehicles.

22. **Counterparts.** This Sublease may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement.

23. **Signature Authority.** Each person signing this Sublease on behalf of a party warrants that he or she has full authority to sign this Sublease on that party's behalf.

24. **Severability.** If any provision of this Sublease is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the Parties can still be given effect.

25. **Exhibits.** The following attachments are incorporated into this Agreement by reference:

- a. Exhibit A – Legal Description of the Cowlitz Public Shooting Range
- b. Exhibit B – Range Lease Agreement between Cowlitz County and Cowlitz Game & Anglers
- c. Exhibit C – Legal Description of the Sublet Premises
- d. Exhibit D – RCO Letter Dated May 1, 2023
- e. Exhibit E – Certificate of Membership in the Washington Counties Risk Pool

[Remainder of page intentionally left blank; signatures follow]

SUBLESSOR:

COWLITZ GAME & ANGLERS



Steven Otto

President, Cowlitz Game & Anglers

SUBLESSEE:

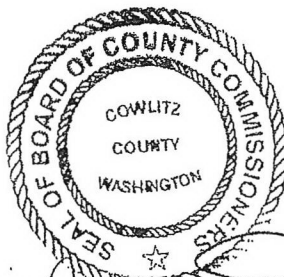
COWLITZ COUNTY SHERIFF



Brad Thurman, Cowlitz County Sheriff

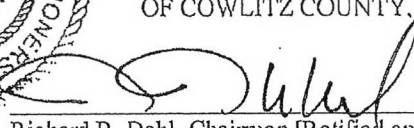
Attest:


Kelly Dombrowsky, Clerk of the Board



Approved as to form and content:

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON


Richard R. Dahl, Chairman [Ratified and approved for signing
by full Board per RCW 36.32.100]

State of Washington
County of Cowlitz

I certify that I know or have satisfactory evidence that **BRAD THURMAN** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Sheriff of Cowlitz County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/17/2023 Bailey Sr

(Seal or stamp)



Bailey Sr
Signature
Sheriff
Title

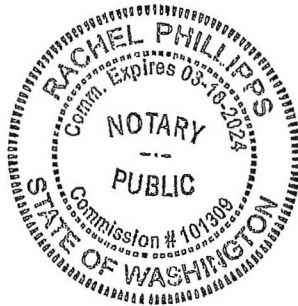
State of Washington

County of Cowlitz

I certify that I know or have satisfactory evidence that **STEVEN OTTO** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Cowlitz Game & Anglers, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8-16-23

(Seal or stamp)



Rachel Phillipps

Signature

Notary Agent

Title

EXHIBIT "A"**LEASE AREA:**

That certain tract of land situated in Sections 23 and 26, Township 10 North, Range 02 West, W.M., Cowlitz County, Washington, being a portion of those certain parcels described in deeds to Cowlitz County and recorded in Volume 1113, Page 94; Volume 1113, Page 96; Volume 1113, Page 99; Volume 1113, Page 115; and Volume 917, Page 582 of Cowlitz County Records, being more particularly described as follows:

Basis of Bearings for this description is per Record of Survey recorded in Volume 22 of Surveys, at Pages 77 through 84, inclusive, Cowlitz County Auditor's Records.

Commencing at a one inch iron pipe with plastic cap stamped "Germunson PLS 10997" being the common section corner for Sections 22, 23, 26 and 27 in said Township 10 North; thence **South 88°08'50" East 657.23 feet** along the common section line between said Sections 23 and 26 to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per Record of Survey recorded in Volume 22 of Surveys, at Pages 77 through 84, Cowlitz County Auditor's Records, being the **True Point of Beginning** of the herein described tract of land; thence,

- 1st **North 01°56'20" East 7.11 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence
- 2nd **North 18°28'46" East 156.82 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 3rd **North 03°26'55" East 243.80 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 4th **North 05°54'47" West 216.48 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 5th **North 00°22'36" East 67.70 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 6th **North 06°13'05" East 121.11 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 7th **North 37°28'46" East 108.50 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 8th **North 18°55'34" East 237.14 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 9th **North 22°51'42" East 177.52 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 10th **North 43°12'11" East 129.84 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 11th **North 61°34' 16" East 58.26 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 12th **North 20°26'35" East 180.16 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 13th **North 20°07'03" West 102.04 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,

- 14th **North 62°56'09" East 133.60 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 15th **South 61°59'53" East 94.92 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 16th **North 37°06'11" East 144.12 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 17th **North 33°36'17" East 118.09 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 18th **South 51°03'35" East 161.62 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 19th **North 46°02'50" East 159.77 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 20th **North 47°07'07" East 88.90 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 21st **South 57°57'53" East 189.22 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 22nd **South 28°08'33" East 107.21 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 23rd **South 72°51'16" East 144.34 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 24th **South 79°24'39" East 159.04 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 25th **South 71°28'58" East 88.87 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 26th **North 47°12'30" East 177.27 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 27th **South 55°33'42" East 74.77 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 28th **South 15°38'10" East 190.09 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence leaving the outer boundary of the above described County parcels,
- 29th **South 62°48'50" East 23.93 feet**; thence,
- 30th **South 13°44'13" East 532.63 feet**; thence,
- 31st **South 31°53'54" West 1658.18 feet**; thence,
- 32nd **South 49°49'09" West 197.91 feet**; thence,
- 33rd **North 63°29'48" West 474.32 feet** to a point on the east line of the Northwest One-quarter of the Northwest One-quarter of said Section 26; thence,
- 34th **North 02°00'21" East 268.64 feet** to a found 5/8 inch steel rod with plastic cap stamped "Nicholson PLS 34143" per Short Subdivision on file in Volume

12, Page 120 of Short Plats, said County Records, said point being on the common line between said Sections 23 and 26; thence,

35th **North 88°08'50" West 634.78 feet** along said common section line to said **True Point of Beginning.**

Contains 74.52 acres of land, more or less.

TOGETHER WITH an easement for ingress and egress to and from the end of Toutle Park Road, being a strip of land forty (40.00) feet wide, lying twenty (20.00) feet on each side of the following described centerline:

Commencing at a found 5/8 inch steel rod with plastic cap stamped "Nicholson PLS 34143" per Short Subdivision on file in Volume 12, Page 120 of Short Plats, said County Records, said point being at the northeast corner of the northwest one-quarter of the northwest one quarter of said section 26; thence South 02°00'21" West, 268.64 feet; thence along the southerly lease boundary line as described above, South 63°23'48" East, 228.89 feet to the **POINT OF BEGINNING** of said centerline; thence South 15°24'38" West, 139.81 feet; thence South 12°09'00" West, 336.59 feet; thence South 25°54'21" West, 93.60 feet; thence South 31°54'28" West, 157.82 feet to a point on the east line of the Northwest One-quarter of the Northwest One-quarter of said Section 26. The sidelines of the above described strip of land to be lengthened or shortened to intersect on the north side with said southerly lease boundary line (as described above), and on the southerly side with the most northerly County Road right of way line of said Toutle Park Road.



WEYERHAEUSER
COMPANY
VOL. 760, PAGE 1052

- - 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 34667"
- △ - 5/8" I.R. WITH YELLOW PLASTIC CAP STAMPED "COWLITZ COUNTY PUBLIC WORKS PLS 34667" PER VOLUME 22 OF SURVEYS AT PAGES 77-84
- X— CHAINLINK FENCE

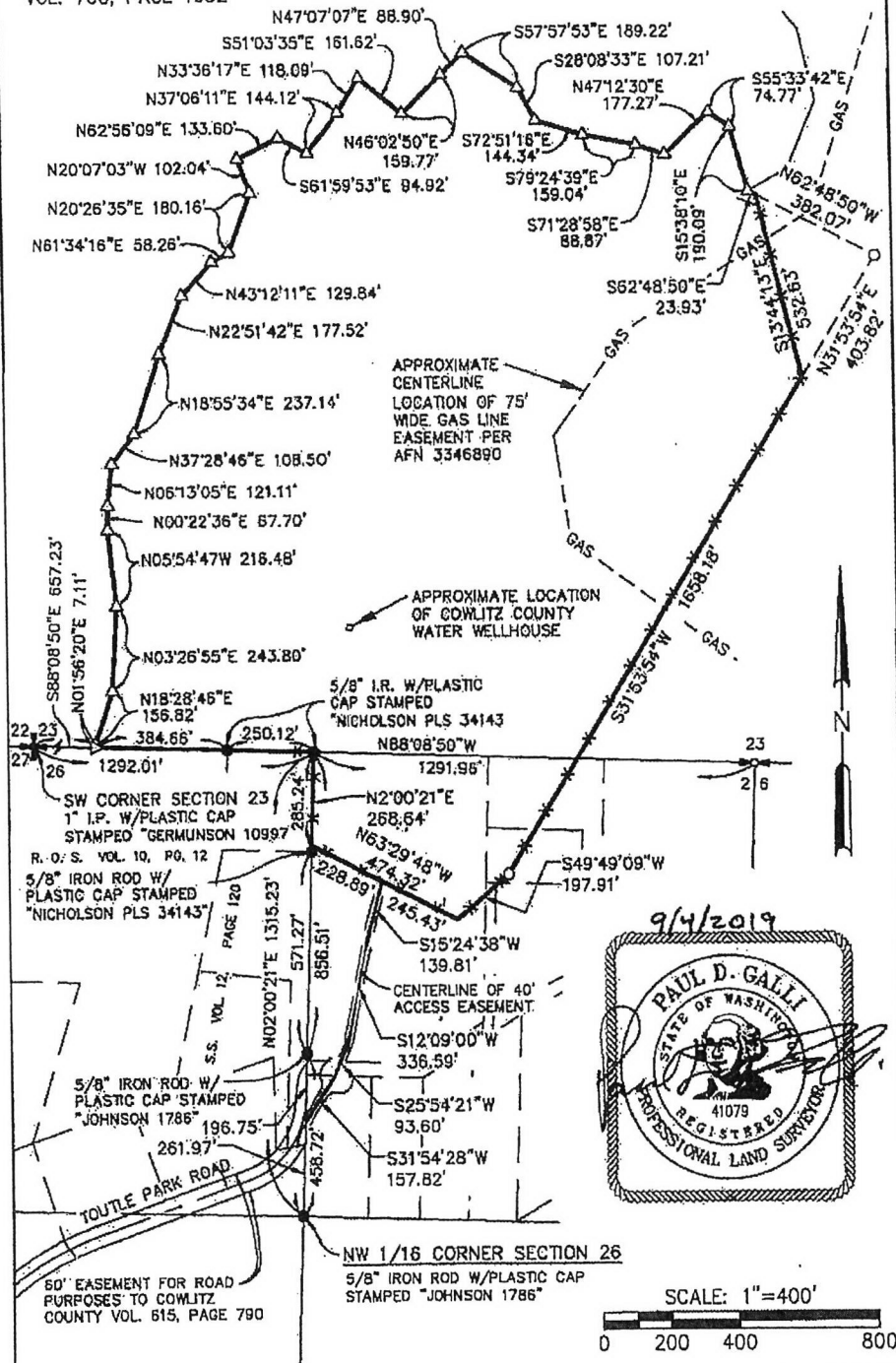


EXHIBIT A

PARCEL AREA: 74.52 ACRES±

PAGE 4 OF 4

LEASE AGREEMENT

COWLITZ PUBLIC SHOOTING RANGE

THIS LEASE AGREEMENT is made between COWLITZ COUNTY ("Landlord") and COWLITZ GAME & ANGLERS, INC., ("CG&A"), a Washington Nonprofit Corporation, ("Tenant"), for the Cowlitz Public Shooting Range property and is effective upon full execution of this Lease by Landlord and Tenant.

RECITALS:

WHEREAS, On January 8, 2008, Landlord and Tenant entered into a lease for a portion of the real property known as "LT-1" in Cowlitz County, commencing February 1, 2008, (the "Premises"), in order to develop and operate the Cowlitz Public Shooting Range, ("CPSR"). That lease was subsequently modified by the first, second and third lease amendments, ("Prior Lease").

WHEREAS, Landlord and Tenant agree that over time as circumstances have changed at the Cowlitz Public Shooting Range ("CPSR"), so has the need to update the lease for the facility to better recognize the current conditions and practices. Landlord and Tenant hereby mutually agree to the complete termination of the Prior Lease effective upon the full execution of this Lease by Landlord and Tenant.

WHEREAS, Landlord and Tenant agree that the ownership of all fixed improvements made by Landlord and/or Tenant during the Prior Lease are hereby transferred to and made the property of Landlord upon full execution of this Lease by Landlord and Tenant.

WHEREAS, Cowlitz County ("County") and CG&A recognize the importance of providing a safe and reliable facility for recreational shooting enthusiasts, families, law enforcement and firearm education programs to train and learn the proper handling of firearms.

WHEREAS, The County and CG&A recognize the CPSR facility as part of the County owned parks system and the transfer of the assets to the County from CG&A pursuant to the terms of this Lease.

WHEREAS, This Lease recognizes the need for use of the CPSR by the Cowlitz County Sheriff's Office and other law enforcement agencies and provides for the management of the CPSR facility for both the public and law enforcement use of the CPSR.

WHEREAS, The County and CG&A desire to enter into a new lease agreement to better define and manage their respective roles and responsibilities with respect to the CPSR property. This Lease supersedes and replaces the Prior Lease, including all amendments, in their entirety, and

becomes the complete and integrated agreement between Landlord and Tenant concerning the Property.

THE PARTIES AGREE AS FOLLOWS:

1. **Premises:** Landlord hereby leases to Tenant, upon the terms and conditions set forth herein, a portion of that certain real property, together with all existing improvements, commonly known as the "Cowlitz Public Shooting Range", excluding the Cowlitz County water well house, situated in the County of Cowlitz, State of Washington, commonly known as "LT-1". The parties acknowledge that the LT-1 properties are described in that certain Quitclaim Deed executed by the State of Washington Department of Transportation recorded under Cowlitz County Auditor's File No. 920102033. That portion of LT-1 constituting the CPSR is more particularly described and depicted on Exhibit "A" attached hereto ("Premises"). The CPSR is located at 1000 Toutle Park Road, Castle Rock, WA 98611.
2. **Term:** The term of this Lease shall commence and be effective upon the execution of this document by Landlord and Tenant, thereby superseding and replacing the Prior Lease, and shall end on December 31, 2025, unless earlier terminated pursuant to the provisions herein.
3. **Delivery of Possession:** The parties acknowledge that Landlord delivered possession of the Premises to Tenant on February 1, 2008, pursuant to the provisions of the Prior Lease.
4. **Rent:** Tenant shall pay Landlord, at Landlord's address set forth in paragraph 36 or at such other place as Landlord may designate in writing, annual rent ("Rent") in the sum of One Dollar (\$1), due on the first day of the lease term and each subsequent anniversary date. Landlord acknowledges and accepts as additional consideration for the Lease, the materials and services provided by Tenant for the maintenance and operation of the CPSR as a part of the County park system.
5. **Excise Tax:** Tenant shall be responsible for payment of the leasehold excise tax required under RCW 82.29A.030 and the rules and regulations of the Department of Revenue based on the annual fair market rental value of the subject Premises. Tenant shall pay such tax to Landlord in quarterly installments on or before March 31 (for 1st quarter), June 30 (for 2nd quarter), September 30 (for 3rd quarter) and December 31 (for 4th quarter).
6. **Use of Premises:** The Premises shall be used for the operation and further development of an Outdoor Public Shooting Range pursuant to the terms and conditions of the Corrected Special Use Permit ("SUP"), No. 08-10-1613, Hearing Number 0820.02, dated

May 29, 2009, as adopted or hereinafter amended and for no other purpose without the prior written consent of Landlord. Tenant shall not allow the use of the Premises for any illegal purpose. Tenant shall comply with all governmental laws, ordinances, regulations, rules, orders and other requirements relating to the use and occupancy of the Premises.

7. **Operator:** CG&A is hereby designated as the operator of the CPSR pursuant to this Lease.
8. **Lead Law Enforcement Agency:** The Cowlitz County Sheriff's Office ("CCSO") is designated as the lead agency responsible for coordinating and scheduling law enforcement agency use of the CPSR facilities. The CCSO and all other agencies seeking to use the CPSR for training and firearm qualification purposes must have a current use agreement with CG&A. CCSO will coordinate all agency uses in cooperation with CG&A, recognizing that the CPSR facilities are the responsibility of CG&A and there is concurrent public use of the facilities as managed by CG&A. CG&A, CCSO and all other agencies will at all times comply with the terms of the Special Use Permit ("SUP"), this Lease, federal, state and county ordinances and regulations.
9. **Administration:** The Office of Administrative Services shall administer this Lease on behalf of the County, and CG&A shall perform the required services to the satisfaction of the Board of County Commissioners. Determination of satisfaction with CG&A's services shall be based on reasonable and objective standards that are not inconsistent with this agreement.
10. **CPSR User Fees:** CPSR user fees will be established and waived only by the authority of the Board of County Commissioners. CPSR user fees will be reviewed annually by the County and CG&A for recommended changes and adopted in a fee schedule approved by the Board of County Commissioners. The initial user fee schedule is incorporated into this document as Exhibit "B" – CPSR User Fee Schedule.
11. **Law Enforcement Fees:** Law enforcement use fees that are short term (by the day) in nature shall be established by CCSO and CG&A, and adopted by the Board of County Commissioners in the fee schedule. Fees for long term use by law enforcement agencies at the CPSR shall be negotiated by CCSO and CG&A and codified in contracts to be adopted by the Board of County Commissioners and user agreements with CG&A. All contracts will consider lead abatement and range Maintenance & Improvement Fees as part of the contract.
12. **Lead Abatement:** The County shall establish and maintain a "Lead Abatement" account. Each public or law enforcement user fee or contract will include a lead

authorized and conditioned under the SUP, and any other required permits or approvals. Tenant shall maintain hours of operation and provisions for public access as specified in the SUP.

19. **Existing Improvements:** All existing fixed improvements to the leased Premises are the property of Landlord, and any future fixed improvements and alterations made by Tenant shall remain on the Premises and shall be the property of Landlord immediately upon completion and acceptance by Landlord. Tenant acknowledges the rights of the holder of the pipeline easement (AFN 3346890) encumbering a portion of the leased Premises and the obligations of Landlord to maintain the LT-1 site as a long-term dredging facility pursuant to RCW 47.04.230. Tenant agrees to allow the removal or relocation of any improvements to the leased Premises at no cost or expense to Tenant in the event such removal or relocation is reasonably necessary to facilitate access to the pipeline or use of the site as a dredge spoil facility. Tenant also acknowledges the rights of Landlord to utilize LT-1 outside of the leased Premises area as it sees fit.
20. **Alterations, Repairs, and Maintenance by Tenant:** Tenant shall make no additional permanent improvements or alterations to the leased Premises, without written consent of Landlord and appropriate permit approvals.
21. **Landlord's Access to Premises:** Landlord may enter and inspect the leased Premises at any time during the regular hours of operation and at other reasonable times by agreement or a minimum of 24 hours prior notice to Tenant. In the event of an emergency requiring immediate access, Landlord will give notice to Tenant as soon as reasonably possible. Landlord may enter the premises at any time for the purpose of operation and maintenance of the water system.
22. **Quiet Enjoyment:** Landlord covenants and agrees that Tenant, upon performance of all of Tenant's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the leased Premises during the term of this Lease without disturbance by Landlord, or any person or entity acting on behalf of Landlord or at Landlord's direction, or by any person having title paramount to Landlord's title or by any person claiming under Landlord, subject to the rights of Northwest Pipeline Corporation or its successors in interest under that certain Right-of-Way and Easement encumbering a portion of the leased Premises, and further subject to the obligation of Landlord to maintain the LT-1 site as a long-term dredging facility pursuant to RCW 47.04.230 and to other terms and provisions of this Lease. Landlord reserves the right to utilize LT-1, outside of the leased Premises as it sees fit within the requirements of RCW 47.04.230.
23. **Infrastructure Access:** Landlord and Tenant mutually acknowledge that certain

infrastructure improvements have previously been made to the leased Premises by Tenant including electrical utilities, a public water system, and a waste water septic system, and that this infrastructure is necessary for Tenant's use of the Premises. Pursuant to Paragraph 19 of this Lease, Landlord assumes the ownership of said improvements. Landlord will continue to maintain the support infrastructure and provide for the use of it by Tenant.

24. **Utilities and Other Services:** Tenant shall pay for utilities and other services not provided by Cowlitz County, or as agreed in the MOA.
25. **Maintenance and Repairs:** Tenant shall keep the Premises in a neat, clean and sanitary condition, and in good working order, except for reasonable wear and tear. The duties and responsibilities of Landlord and Tenant concerning maintenance and repairs of the Premises are specified in detail in the MOA.
26. **RCO Grant Obligations:** Landlord and Tenant recognize and agree that the leasehold Premises have been previously improved using funds that included grants made by the Washington Recreation and Conservation Office ("RCO") Firearms and Archery Range Recreation ("FARR") program, and that additional such grants may be made during the term of this Lease. By the acceptance and use of such grant funds, Landlord and Tenant are obligated to comply with the long-term obligations and other provisions and conditions of the grants, the FARR program and RCO requirements. Landlord and Tenant will continue to recognize and comply with all applicable grant conditions as long as they exist and apply to the Premises. Landlord acknowledges that failure to comply with the RCO/FARR grant conditions may result in an obligation to repay grant funds to the RCO.
27. **Right to Perform:** If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder after fifteen (15) days written Notice to Perform from Landlord, Landlord may make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. Tenant shall, on demand, reimburse Landlord for its expenses reasonably incurred in making such payment, including but not limited to taxes, fees, interest, penalties, labor and benefits. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.
28. **Damage or Destruction:** (a) If the leased Premises or the improvements thereto are damaged or destroyed by fire or any other cause, Landlord shall restore all such Premises, improvements, alterations and fixtures as nearly as practicable to their condition immediately prior to such damage or destruction. The obligation to restore shall be

subject to the parties' termination rights provided below. Any restoration shall be promptly commenced and diligently prosecuted.

(b) Notwithstanding any of the foregoing provisions of this paragraph, if the Premises and/or improvements are destroyed or damaged to such an extent that Landlord deems it not economically feasible to restore them, or if the improvements must be removed or relocated to facilitate access to the pipeline or use of the site as a dredge spoil facility as provided in paragraphs 19 and 22 above and it is not economically feasible to restore them, either Landlord or Tenant may then terminate this Lease as of the date of the damage, destruction or removal by giving written notice to that effect to the other party.

(c) Landlord and Tenant agree that Tenant shall have no duty or obligation to provide property damage insurance coverage for the leasehold Premises and/or any improvements constructed on the Premises. All risk of physical loss or damage to the Premises and all improvements thereon shall be borne by Landlord.

29. **Insurance:** Tenant shall, at Tenant's expense, procure and maintain continuously during the term of the Lease, comprehensive general liability insurance coverage for Tenant's public shooting range operations, with minimum limits as follows:

a. Commercial General Liability per occurrence	\$5,000,000
b. Personal/Advertising Liability per occurrence	\$5,000,000
c. Commercial General Liability annual aggregate limit	\$5,000,000
d. Products Liability/Completed Operations per occurrence	\$5,000,000
e. Products/Completed Operations annual aggregate limit	\$5,000,000
f. Liability for Damage to Rented Premises	\$ 100,000
g. Medical Expense Limit	\$ 5,000

All insurance shall be issued by one or more insurers authorized to transact insurance in the State of Washington. All such insurance shall be written on policies and by companies acceptable to Landlord. Tenant shall provide Landlord with one or more Certificates of Coverage and all policies shall identify Landlord as an Additional Insured. Copies of such insurance policy(ies) shall be furnished to Landlord.

30. **Indemnification:** (a) Tenant shall defend, indemnify and hold Landlord harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, other than damage to the Premises or any improvements thereon, arising from any negligent or wrongful act or omission of Tenant or Tenant's clients, officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or around the Premises as a result of any act, omission or negligence of Tenant, or Tenant's clients, officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably

acceptable to Landlord in defense of any action within Tenant's defense obligation.
(b) Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, arising from any negligent or wrongful act or omission of Landlord or Landlord's officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors on or around the Premises or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.

(c) The provisions of this Section shall survive expiration or termination of this Lease.

31. **Assignment and Subletting:** Neither this Lease nor any right hereunder may be assigned, transferred, encumbered or sublet in whole or in part by Tenant without Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed.
32. **Liens:** Tenant shall not suffer or permit any lien to be filed against the leased Premises, or the improvements of which they are a part, by reason of work, labor, services, or materials performed or supplied to Tenant or by anyone holding the Premises under Tenant. If any such lien is filed, Tenant shall expeditiously take prudent steps to cause the lien to be discharged of record.
33. **Default:** The following occurrences shall each be deemed an Event of Default by Tenant:
- (a) **Failure to Pay.** Tenant fails to pay any sum, including Rent, due under this Lease following fifteen (15) days written notice from Landlord of the failure to pay.
 - (b) **Vacation/Abandonment.** Tenant vacates the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord), or Tenant abandons the Premises (defined as an absence of fifteen (15) days or more after Tenant has received written notice from Landlord that Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.
 - (c) **Insolvency.** Tenant makes an assignment for benefit of creditors, voluntarily or involuntarily becomes the debtor in a bankruptcy proceeding under the United States Bankruptcy Code, or a receiver, assignee or other liquidating officer is appointed for Tenant's business operated on the Premises, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding

is not dismissed or vacated within ninety (90) days after its institution or commencement.

- (d) Levy or Execution. Tenant's interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Tenant, or is taken upon or subjected to any attachment by any creditor of Tenant if such attachment is not discharged within forty-five (45) days after being levied.
- (e) Other Non-Monetary Defaults. Tenant breaches any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this paragraph, and the breach continues for a period of forty-five (45) days after written notice by Landlord to Tenant of the breach or, if the breach cannot reasonably be cured within forty-five (45) days, Tenant fails to commence cure within forty-five (45) days and diligently pursue cure thereafter.

34. **Landlord's Remedies upon Tenant's Default:** (a) If Tenant defaults in performance of any of its obligations under this Lease or shall violate any term or provision of this Lease, Landlord may give Tenant a written Notice of Default, whereupon Tenant shall have forty-five (45) days in which to cure the default. If Tenant has not cured the default within such forty-five (45) days of receipt of written Notice of Default, Landlord may terminate this Lease immediately by giving Tenant written Notice of Termination. Landlord shall have the following remedies upon Tenant's failure to cure an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

(b) Termination of Lease. Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than written notice from Landlord to Tenant of termination shall terminate this Lease. The Lease shall terminate on the date specified in the Notice of Termination. Upon such termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other fees and costs that would have been owing by Tenant under this Amended Lease for the remaining balance of the Lease term.

(c) Re-Entry and Re-letting. Landlord may, without additional demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may re-let the Premises, or any part of them, in Landlord's name for such period of time and at such other terms and conditions, as Landlord, in its discretion, may determine.

(d) Failure to Remove Property. If Tenant fails to remove any of its personal property or personal property of Tenant's clients from the Premises at Landlord's request following a Notice of Termination as provided in paragraph 34(a), Landlord may, at its option,

abatement fee adopted by the Board of County Commissioners. Lead Abatement fees will only be used for that purpose and to implement the approved CPSR Lead Management Policy (November 2012).

13. **Maintenance and Operations:** The parties' maintenance and operations obligations are agreed to and set forth in the Maintenance and Operations Agreement, ("MOA") attached as Exhibit "C" to this Lease. CG&A shall pay all expenses and costs necessary for the proper implementation of the duties assumed by CG&A under the MOA. The County shall establish and maintain a "Maintenance & Improvement" account. This money, collected under the fee schedule adopted by the Board of County Commissioners, shall only be spent on the maintenance and improvement of the CPSR. The MOA will be reviewed annually by the County and CG&A for recommended changes.
14. **Annual Report:** At least annually, CG&A in coordination with the County Parks Board, will give a report during a Work Session to the Board of County Commissioners on the CPSR's financial status, safety record, number of users, and overall CPSR condition.
15. **Inspection of Records:** The County shall maintain the right to review and inspect CG&A records whenever necessary to verify the proper documentation of collection and deposit of the County's user fees.
16. **Independent Contractor:** The CG&A is an independent contractor of the County, and as such is not subject to the County's immediate control or direction in the performance of the required services. Neither the CG&A nor any of their employees or agents shall be deemed to be an official, employee, or agent of the county. The CG&A is solely responsible for its acts and for the acts of its officers, employees, agents, and sub-contractors.
17. **Subcontracting and Assignments:** The CG&A shall not subcontract any portion of the shooting range services required of CG&A under this Lease without the County's prior written consent, except that CG&A may contract for range maintenance, repair and other services as to the facility and equipment items for which it is responsible. The CG&A likewise shall not assign all or any portion of this Lease without the County's prior written consent. Any purported assignment without this consent shall be void. Any consent granted by the County under this paragraph may be subject to such conditions, as the County deems appropriate.
18. **Public Access:** Tenant acknowledges that Landlord is entering into this Lease for the purpose of facilitating the development and operation of a recreational firearm and archery shooting range facility for public use. Public use of the leased Premises requires minimum hours when the Premises facilities will be open to general public use as

remove and store said property at Tenant's expense and risk. If Tenant does not pay the storage cost within forty-five (45) days after Landlord's written request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this paragraph shall limit Landlord's right to sell Tenant's personal property or property of Tenant's clients as permitted by law to foreclose Landlord's lien for unpaid rent.

35. **Tenant's Remedies upon Landlord's Default:** (a) If Landlord defaults in performance of any of its obligations under this Lease or violates any term or provision of this Lease, Tenant may give Landlord a written Notice of default, whereupon Landlord shall have forty-five (45) days in which to cure the default. If Landlord has not cured the default within such forty-five (45) days of receipt of notice, Tenant may, in Tenant's sole discretion, terminate this Lease by giving Landlord a written Notice of Termination specifying the effective date of termination. If Tenant so terminates the Lease, no further Rent or other sums otherwise due under this Lease shall be or become due or payable, and Tenant shall promptly vacate the Premises.
- (b) Upon such termination by Tenant, Landlord shall be liable to Tenant for damages based upon the average net revenue (being the difference between the gross receipts and operating expenses for the three full calendar years immediately preceding the termination by Tenant, or such period this Lease is in effect prior to termination if less than three years) for the remainder of the lease term following the effective date of termination by Tenant specified in the Notice of Termination. Landlord will also repay any obligation to the Washington RCO for FARR grants made concerning the Premises, which repayment obligation results from Tenant's inability to operate the shooting ranges on the Premises caused by Landlord's breach of this Lease.

36. **Notices:** All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the CG&A:

President
Cowlitz Game & Anglers, Inc.
P.O. Box 1061
Longview, WA 98632

If to Cowlitz County:

Board of County Commissioners
Clerk of the Board
207 4th Avenue North, Room 305
Kelso, WA 98626

Copy to:

Cowlitz County Chief of Staff
Administrative Services
207 4th Avenue North, Room 308
Kelso, WA 98626

Copy to:

Civil Deputy Prosecuting Attorney
Cowlitz County Prosecuting Attorney
312 First Avenue South
Kelso, WA 98626

Copy to:

Cowlitz County Sheriff's Office
312 First Avenue South
Kelso, WA 98626

37. **Change of Notices:** Each party may change its representative or mailing address by giving written notice thereof to the other party in the manner set forth in this paragraph. A document shall be deemed served upon a party when it is served personally upon the party or on the third day (Sundays and federal holidays excepted) after it is deposited in the U.S. mail, certified mail, postage prepaid, return receipt requested.
38. **Surrender of Premises:** At the expiration or sooner termination of this Lease, Tenant shall quit and surrender the Premises in good, neat, clean, and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, invitees, or licensees.
39. **Force Majeure:** Either party's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of the public enemy, fires, floods, epidemics, and strikes.
40. **Non-Waiver:** No failure of either party to insist upon the strict performance of any

provision of this Lease, or acceptance of any untimely or partial performance, shall be construed as depriving that party of the right to insist on strict performance of such provision or any other provision in the future. No waiver of any provision of this Lease by either party shall be deemed to have been made unless expressed in writing and signed by the party. Consent by either party in one instance shall not dispense with necessity of consent by the party in any other instance.

41. **Severability:** If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced as written to the fullest extent permitted by law.
42. **Governing Law, Venue and Attorney Fees:** This Lease shall be governed by the laws of the State of Washington. Venue for any action involving this Lease shall be in Cowlitz County. In any action or proceeding involving a dispute between Landlord and Tenant arising out of this Lease, the prevailing party shall be entitled to reasonable attorney fees and costs to the extent allowed by law.
43. **Entire Agreement:** This Lease and the attached exhibits contain the entire and integrated agreement of the parties regarding the lease of the Property, Premises and improvements described herein and may not be amended, modified or rescinded except in a writing signed by both parties.
44. **Landlord's Consent:** Where under this Lease Landlord's consent is required for any matter, such consent shall not be unreasonably withheld, conditioned or delayed.
45. **Interpretation:** This Lease has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.
46. **Rights and Remedies Cumulative:** The specified rights and remedies granted by this Lease to the parties are cumulative and are not intended to be exclusive of any other rights, remedies, or means of redress to which either party may be lawfully entitled.
47. **Number; Permissive Versus Mandatory Usage:** Where the context permits, references to the singular shall include the plural and vice versa. Use of the word "may" denotes an option or privilege and shall impose no obligation upon the party that may exercise such

option or privilege; use of the word "shall" denotes a duty or an obligation.

48. **Time:** Time is of the essence to this Lease and each of its provisions.
49. **Conflict of Provisions:** In case of conflict of language, a more specific provision of this Lease shall control over more general provisions.
50. **Headings:** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.
51. **Binding Effect:** This agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.
52. **Compliance with Nondiscrimination Laws:** During the term of this Lease, Tenant shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Tenant's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Lease may be terminated in whole or in part. Tenant shall, however, be given a reasonable time in which to cure this noncompliance.
53. **Americans with Disabilities Act (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35:** Tenant 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 telecommunications.
54. **Authority of Parties:** Any individual signing this Lease on behalf of an entity represents and warrants to the other that such individual has authority to do so and, upon such individual's execution, that this Lease shall be binding upon and enforceable against the party on behalf of whom such individual is signing.

TENANT:

COWLITZ GAME & ANGLERS, INC.

By Russell Barnes
Russell Barnes, President

DATE: October 23, 2019

APPROVED AS TO FORM:

Civil Deputy
Prosecuting Attorney

Brad Thurman
Brad Thurman, Cowlitz County Sheriff

DATE: 10-29-19

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Joe Gardner
Joe Gardner, Chairman

Dennis P. Weber
Dennis P. Weber, Commissioner

Arne Mortensen
Arne Mortensen, Commissioner

ATTEST:

Tiffany Ostreim
Tiffany Ostreim, Clerk of the Board

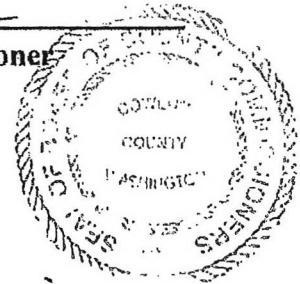


EXHIBIT "A"**LEASE AREA:**

That certain tract of land situated in Sections 23 and 26, Township 10 North, Range 02 West, W.M., Cowlitz County, Washington, being a portion of those certain parcels described in deeds to Cowlitz County and recorded in Volume 1113, Page 94; Volume 1113, Page 96; Volume 1113, Page 99; Volume 1113, Page 115; and Volume 917, Page 582 of Cowlitz County Records, being more particularly described as follows:

Basis of Bearings for this description is per Record of Survey recorded in Volume 22 of Surveys, at Pages 77 through 84, inclusive, Cowlitz County Auditor's Records.

Commencing at a one inch iron pipe with plastic cap stamped "Germunson PLS 10997" being the common section corner for Sections 22, 23, 26 and 27 in said Township 10 North; thence **South 88°08'50" East 657.23 feet** along the common section line between said Sections 23 and 26 to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per Record of Survey recorded in Volume 22 of Surveys, at Pages 77 through 84, Cowlitz County Auditor's Records, being the **True Point of Beginning** of the herein described tract of land; thence,

- 1st **North 01°56'20" East 7.11 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence
- 2nd **North 18°28'46" East 156.82 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 3rd **North 03°26'55" East 243.80 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 4th **North 05°54'47" West 216.48 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 5th **North 00°22'36" East 67.70 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 6th **North 06°13'05" East 121.11 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 7th **North 37°28'46" East 108.50 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 8th **North 18°55'34" East 237.14 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 9th **North 22°51'42" East 177.52 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 10th **North 43°12'11" East 129.84 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 11th **North 61°34' 16" East 58.26 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 12th **North 20°26'35" East 180.16 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 13th **North 20°07'03" West 102.04 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,

- 14th **North 62°56'09" East 133.60 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 15th **South 61°59'53" East 94.92 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 16th **North 37°06'11" East 144.12 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 17th **North 33°36'17" East 118.09 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 18th **South 51°03'35" East 161.62 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 19th **North 46°02'50" East 159.77 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 20th **North 47°07'07" East 88.90 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 21st **South 57°57'53" East 189.22 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 22nd **South 28°08'33" East 107.21 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 23rd **South 72°51'16" East 144.34 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 24th **South 79°24'39" East 159.04 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 25th **South 71°28'58" East 88.87 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 26th **North 47°12'30" East 177.27 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 27th **South 55°33'42" East 74.77 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence,
- 28th **South 15°38'10" East 190.09 feet** to a 5/8 inch rebar with plastic cap stamped "Cowlitz County Public Works PLS 34667" per said survey; thence leaving the outer boundary of the above described County parcels,
- 29th **South 62°48'50" East 23.93 feet**; thence,
- 30th **South 13°44'13" East 532.63 feet**; thence,
- 31st **South 31°53'54" West 1658.18 feet**; thence,
- 32nd **South 49°49'09" West 197.91 feet**; thence,
- 33rd **North 63°29'48" West 474.32 feet** to a point on the east line of the Northwest One-quarter of the Northwest One-quarter of said Section 26; thence,
- 34th **North 02°00'21" East 268.64 feet** to a found 5/8 inch steel rod with plastic cap stamped "Nicholson PLS 34143" per Short Subdivision on file in Volume

12, Page 120 of Short Plats, said County Records, said point being on the common line between said Sections 23 and 26; thence,

35th **North 88°08'50" West 634.78 feet** along said common section line to said **True Point of Beginning**.

Contains 74.52 acres of land, more or less.

TOGETHER WITH an easement for ingress and egress to and from the end of Toutle Park Road, being a strip of land forty (40.00) feet wide, lying twenty (20.00) feet on each side of the following described centerline:

Commencing at a found 5/8 inch steel rod with plastic cap stamped "Nicholson PLS 34143" per Short Subdivision on file in Volume 12, Page 120 of Short Plats, said County Records, said point being at the northeast corner of the northwest one-quarter of the northwest one quarter of said section 26; thence South 02°00'21" West, 268.64 feet; thence along the southerly lease boundary line as described above, South 63°23'48" East, 228.89 feet to the **POINT OF BEGINNING** of said centerline; thence South 15°24'38" West, 139.81 feet; thence South 12°09'00" West, 336.59 feet; thence South 25°54'21" West, 93.60 feet; thence South 31°54'28" West, 157.82 feet to a point on the east line of the Northwest One-quarter of the Northwest One-quarter of said Section 26. The sidelines of the above described strip of land to be lengthened or shortened to intersect on the north side with said southerly lease boundary line (as described above), and on the southerly side with the most northerly County Road right of way line of said Toutle Park Road.



WEYERHAEUSER
COMPANY
VOL. 760, PAGE 1052

- - 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 34667"
- △ - 5/8" I.R. WITH YELLOW PLASTIC CAP STAMPED "COWLITZ COUNTY PUBLIC WORKS PLS 34667" PER VOLUME 22 OF SURVEYS AT PAGES 77-84
- X— CHAINLINK FENCE

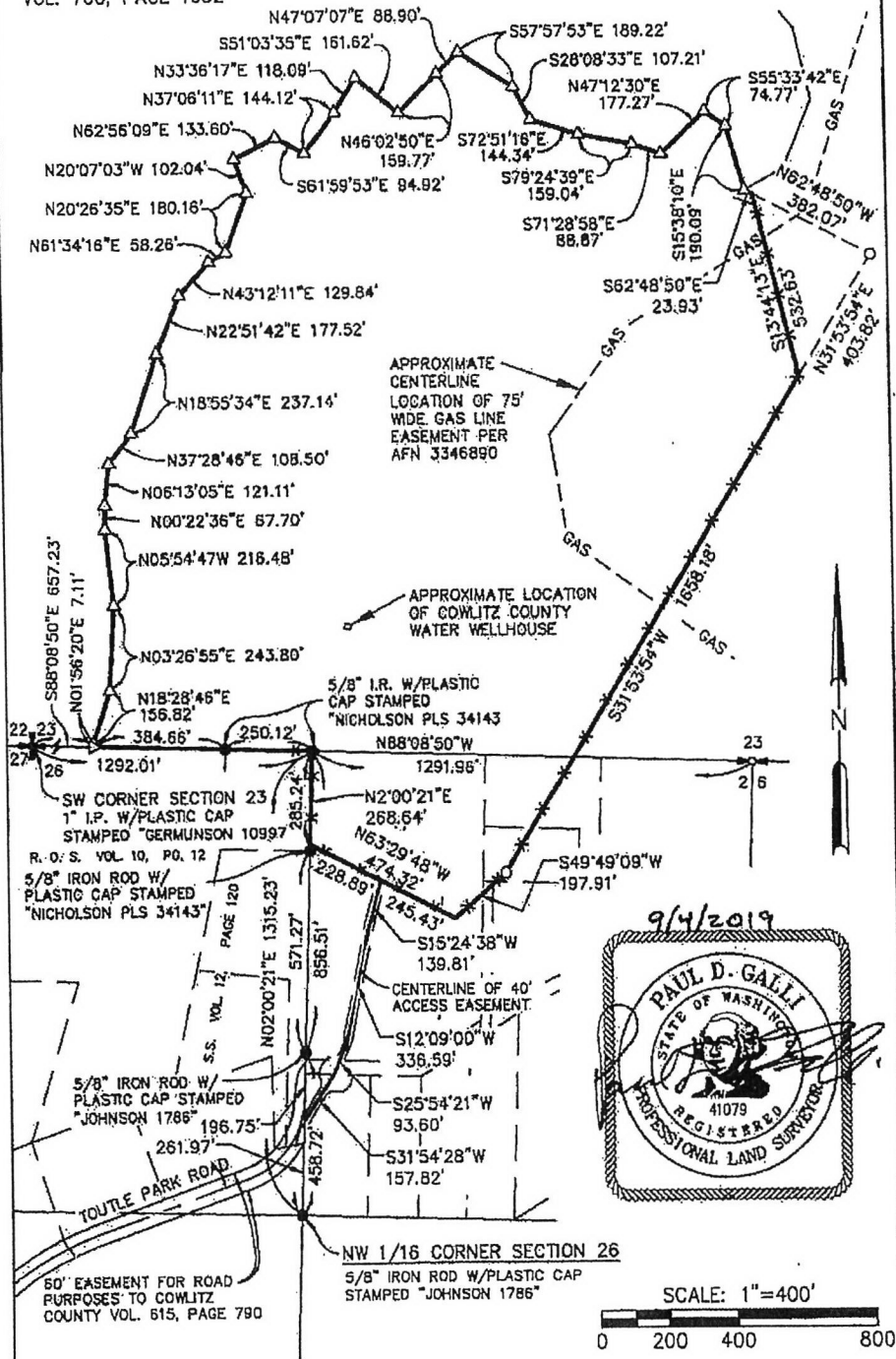


EXHIBIT A

PARCEL AREA: 74.52 ACRES±

PAGE 4 OF 4

Exhibit B**CPSR USER FEE SCHEDULE - 2019**

CG&A Adult Daily User Fee	\$8.00 (Adult)
CG&A Youth (13-17) Daily User Fee	\$4.00 (Youth – Ages 13-17)
CG&A Child Daily User Fee	Free for Children 12 and younger
CG&A Active Military/Disabled Veteran/Active Law Enforcement Individual Daily User Fee	\$4.00 (Adult)
CG&A Trap Shooter Only Daily User Fee	\$4.00 (All ages except child 12 and under)
CG&A Archery only Daily User Fee	\$4.00
County Maintenance and improvement fee	\$3.00 (per shooter – except child 12 and under)
County Lead abatement fee	\$2.00 (Per shooter – except child 12 and under)
CG&A Law enforcement agency day use fee	\$125.00 (plus \$2 per shooter lead fee)
CG&A Law enforcement agency annual use fee	Per Annual Use Agreement – County Approved

Exhibit C

Maintenance and Operations Agreement

Cowlitz Game & Anglers Responsibilities

CG&A will at all times fully comply with the conditions of the Special Use Permit. It is CG&A's responsibility to provide qualified staff and volunteers to operate the range during the established hours of operation. CG&A staff and volunteers will report any safety hazards, problems or liability issues immediately to the Cowlitz County Risk Manager. CG&A will harvest spent shot & bullets from the trap, rifle, and pistol ranges as per the approved lead management policy. CG&A will develop programs and events to meet all classes of shooters; novice through expert alike, with emphasis on the County's youth. All CG&A staff and volunteers will be directed to alert the County when they become aware of any large maintenance concerns at the Range, including, but not limited to structural or infrastructure problems with the buildings, well, septic, access roadway, fencing, or berms.

CG&A is responsible for the following Range maintenance tasks:

- Maintain overall cleanliness and appearance of range grounds
- Maintain all storage areas, trailers and containers
- Provide janitorial services/supplies for:
 - Shooting Building
 - Training Building
 - Trap Range
- Maintain shooting building systems:
 - lights
 - public address system
 - security camera systems
 - golf carts
- Provide as needed pest control
- Pay utilities:
 - telephone
 - internet
- Maintain trap range including:
 - equipment systems and structure
 - shelters and equipment
 - mowing
- Comply with lead management program requirements:
 - monitor lead accumulation on shooting benches
 - clean/sanitize regularly
 - monitor lead accumulation in the ballistic berms and trap field
- Maintain ballistic eyebrow structures
- Maintain & repair all target systems and interim berms
- Provide Bentonite, chips, etc., for shooting area integrity

- Manage spent brass cleanup and removal
- Maintain the 300 yard end berm eyebrow bullet stop
- Provide and maintain perimeter fence firearm use notice signs
- Provide and maintain CG&A owned range service equipment

Cowlitz County Responsibilities

The County shall maintain regulatory supervision over compliance with all conditions of the Special Use Permit. The County will assume administrative responsibilities related to existing and future RCO grants.

The County is responsible for the following Range maintenance tasks:

- Maintain perimeter fence, gates and signs (except signage as noted above)
- Maintain road and parking area, including area lighting
- Maintain landscaping
- Manage dust control for driveway and parking area
- Weed abatement and brush control
- Maintain perimeter ballistic and sound berms
- Maintain electrical service infrastructure
- Provide additional range maintenance equipment and service as needed
- Provide Porta-potty for the trap range
- Provide a trash removal system
- Provide electrical and water service
- Maintain and repair the sanitary septic system
- Maintain and repair training building structure and systems
- Maintain and repair shooting building structure and systems
- Maintain ADA compliance features associated with parking and building features
- Maintain the potable water well and service system at the Range
- Maintain the fire suppression water storage system
- Responsible for appliances & systems in training building

Exhibit C

COWLITZ PUBLIC SHOOTING RANGE 100 YARD RANGE LEASE DESCRIPTION

July 11, 2023
Page 1 OF 1

A parcel of land lying in the southwest one-quarter of Section 23, Township 10 North, Range 2 West, Willamette Meridian, Cowlitz County, Washington, more particularly described as follows:

Bearings are based on Record of Survey by Donald Lee Day, PLS 34667 recorded in Volume 22 of Surveys, at Page 77, Cowlitz County Auditor's Records.

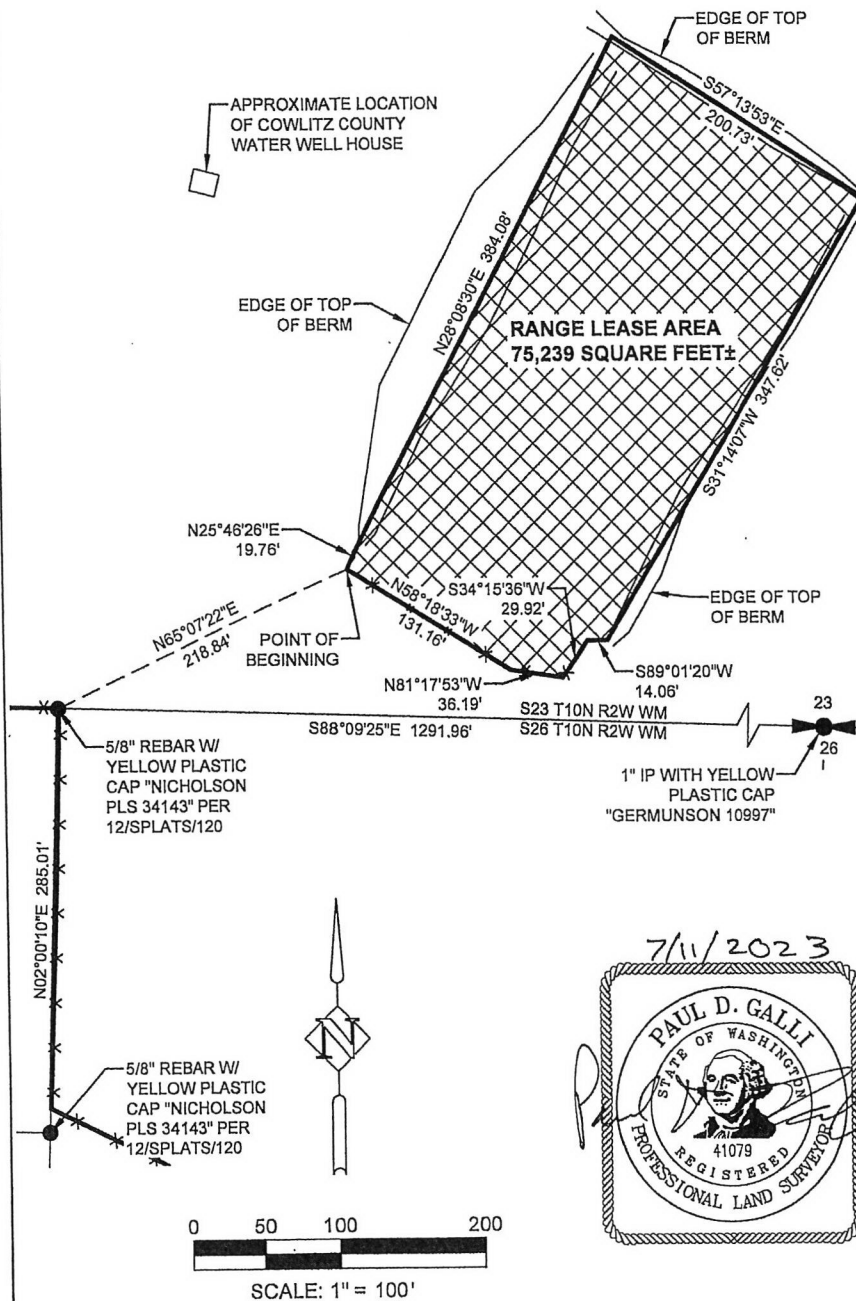
BEGINNING at a point that bears North 65°07'22" East, 218.84 feet from a 5/8" rebar with yellow plastic cap marked "NICHOLSON PLS 34143" shown as marking the "1/16 corner" per Volume 12 of Short Plats, at Page 120, Cowlitz County Auditor's Records; Thence North 25° 46' 26" East, 19.76 feet; Thence North 28° 08' 30" East, 384.08 feet; Thence South 57° 13' 53" East, 200.73 feet; Thence South 31° 14' 07" West, 347.62 feet; Thence South 89° 01' 20" West, 14.06 feet; Thence South 34° 15' 36" West, 29.92 feet; Thence North 81° 17' 53" West, 36.19 feet; Thence North 58° 18' 33" West, 131.16 feet to said **POINT OF BEGINNING**.

Contains 75,239 square feet, more or less.

See the attached Exhibit "B", labeled "SKETCH TO ACCOMPANY LEASE DESCRIPTION", which is made a part hereof.



EXHIBIT "C"



PROJECT ID: GUN RANGE PARCEL NUMBER: WK2301002 STR: SW 1/4 S23 T10N R2W

NAME OF OWNER: COWLITZ COUNTY

OWNER ADDRESS: 207 N 4TH AVE RM 308
KELSO, WA 98626-4124

PARCEL ADDRESS: 1000 TOUTLE PARK ROAD
CASLTE ROCK, WA 98611

SKETCH TO ACCOMPANY LEASE DESCRIPTION

DWG: Gun Club-100 yrd range lease-2022.dwg

Exhibit D

Natural Resources Building
P.O. Box 40917
Olympia, WA 98504-0917
1111 Washington St. S.E.
Olympia, WA 98501



(360) 902-3000
TTY: (800) 833-6388

E-mail: info@rcow.wa.gov
Web site: www.rcow.wa.gov

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

May 1, 2023

Shawn Roewe
Finance Manager
Cowlitz County Public Works
1600 13th Ave. South
Kelso, WA 98962

Re: Cowlitz County Public Shooting Range; Use of 100-yard range for law enforcement purposes

Dear Shawn Roewe:

This letter is in response to a request from Cowlitz County and the Cowlitz Game and Anglers regarding the RCO grants that have been awarded to Cowlitz County and the Cowlitz Game and Anglers for the Cowlitz County Public Shooting Range. Details about each grant may be found at the links below

[07-1213D Cowlitz County Shooting Range Phase 1](#)
[12-1810D Cowlitz Range - Phase 2](#)
[20-1987D Cowlitz Public Shooting Range Phase 3](#)

Staff have reviewed the grant documentation and found that no RCO funding has been used at the 100-yard range facility. While there are many elements or parts of the range that are subject to the grant program policies and requirements, the 100-yard range is not. Use of that portion of the shooting range is at the discretion of Cowlitz County and Cowlitz County Game and Anglers. Questions about using that portion of the range should be directed to Cowlitz County and Cowlitz County Game and Anglers.

If there are any questions or concerns, please contact me at 360-867-8779 or ashly.arambul@rcow.wa.gov.

Sincerely,

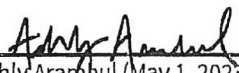

Ashly Arambul (May 1, 2023 14:23 PDT)
Ashly Arambul
Outdoor Grants Manager



Exhibit "E"

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL.	
MEMBER COUNTY: Cowlitz County, Washington Attn: Victoria Blosl, Risk Manager 207 Fourth Avenue, North Kelso, WA 98626	Liability Coverage Afforded by the: Washington Counties Risk Pool 2558 RW Johnson Rd SW, Suite 106 Tumwater, WA 98512-6103
Cowlitz County (the "Cowlitz County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is NOT an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.	
MLC NUMBER: MLC EFFECTIVE DATE: MLC EXPIRATION DATE: LIMITS OF LIABILITY EACH OCCURRENCE BI AND PD COMBINED:	20222023RISKPOOL-CZCO 10/1/2022 10/1/2023 \$10,000,000
TYPES OF LIABILITY COVERAGE AFFORDED:	General Liability Including: Bodily Injury Personal Injury Property Damage Errors and Omissions/Professional Advertising Injury Automobile Liability
DESCRIPTION OF OPERATIONS/ LOCATION/VEHICLE	CANCELLATION
Use of shooting range During the MLC Period October 1st, 2022 - October 1st, 2023	SHOULD THE ABOVE-DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.
CERTIFICATE HOLDER:	ISSUE DATE: April 17, 2023
Cowlitz Game & Anglers 1000 Toutle Park Road Castle Rock, WA 98611	 Bryden Barbee, Risk Analyst

EXHIBIT D

Exhibit D

LE Range User Fees are outlined below. Agency's use of the LE Range must be consistent with the *Area 52 Range Orientation, Operation and Usage Guidelines* (the "**Guidelines**"), which are part of this Exhibit D.

Reservations shall be made as described in the Guidelines.

Fee Schedule:

Half day (4.5 hour) reservation = \$75

Full day (9 hour) reservation = \$150

Available Time Slots:

0800 hours to 1230 hours

1300 hours to 1730 hours

1800 hours to 2230 hours

Billing:

Agencies will be billed quarterly by CCSO personnel. Billing will be based on the amount of time the Agency used the LE Range, and CCSO will bill time used based on the reservations reflected in the CCSO's calendar records. Any cancellation notifications are the responsibility of the Agency. Cancellation notifications must be made to CCSO within 24 hours of scheduled use to avoid being charged for the scheduled use.



BRAD THURMAN, SHERIFF

Leadership * Service * Excellence * Sacrifice

- Your agency is responsible for keeping contents inside neat and orderly
- Remove any trash from conex when training is complete
- If interior of conex is in disarray prior to your agencies use, please notify CCSO Services Division as soon as possible.

☐ **CCSO WILL SUPPLY THE FOLLOWING:**

- Target Stands and Backers
- 1x2 wood strips (or similar)
- Target clips, staples/staplers and spray paint
- If you notice supplies running low, contact CCSO Services Division via phone or email with specifics.

☐ **HOW TO RESERVE THE RANGE**

- Call Shelley Lenzi at CCSO front office.
- A calendar has been established and your agency Rangemaster/Administrator can request read only access to the calendar via Shelley Lenzi or CCSO Services Division.
- Contact may also be made via email or phone to CCSO Services Division
- Reserve your time slot: 0800-1230, 1300-1730, 1800-2230 (note: you will be billed according to the time slots reserved. No substitutes.
- Also advise if you are requesting use of the classroom for part or all of your reservation.
- Classroom reservations are subject to availability in accordance with CG&A usage.
- All reservations are first come first serve.

☐ **RANGE USE**

- ENSURE NO ROUNDS FIRED LEAVE THE DESIGNATED IMPACT AREA.
- Only the front (north end) backstop may be used for live fire. No impact on side berms allowed. Impacts must be within the width of the wooden bullet catch located at the top of the range.
- A total of 50 night shoots are allowed each year
- Use of NFDD's and/or explosive breaching exceeding 90dB will be limited to 10 times per year between the hours of 0900 hours and 1600 hours Mon-Fri. This use must be pre-approved by CCSO Services Division
- Pick up all Brass
- Brass is to be recycled in the blue recycle bins. No Live rounds, shotgun wadding and no aluminum brass casings allowed in recycle bin. All non brass casings are subject to removal by the user agency.
- Take all paper targets off backers and replace backers if needed.
- Pick up and dispose of all garbage.
- Night shoots are allowed but only a limited amount per year



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- Vehicle tactics training is permitted with prior approval from CCSO and so long as precautions are made to mitigate broken glass and or fluids from embedding in the range surface. User agencies are responsible for their own clean up.
- Stay out of septic field area marked with concrete barriers
- WHEN LEAVING THE RANGE, ITS YOUR AGENCIES RESPONSIBILITY TO COORDINATE WITH CG&A TO ENSURE FACILITIES AND SHARED GATES ARE TO BE LOCKED OR UNLOCKED.
- **Scan the QR Code and answer the questions within 72 Hours of the conclusion of your training day to complete the range use report.**

☐ STEEL TARGET USE

- Ensure proper distance away from steel targets when being used.
 - 30yds and beyond for rifle use- so long as steel is rifle rated
 - 12 yds and beyond for pistol use
- Do NOT use rifles on pistol only rated steel
- Repaint any steel targets used with spray paint
- Steel Plate racks are designed for pistol use only
- DO NOT USE STEEL TARGETS IF IMPACTING ROUNDS APPEAR TO BE LEAVING THE BERM AREA.

☐ RESTROOMS

- Restroom access requires digital code on north door of classroom. Code will be given for user agency instructors.
- User agencies are responsible for keeping the bathroom clean and must pick up after themselves.
- There are no janitorial services at the facility other than cleaning that the range volunteers conduct.
- Lock the entrance door when you leave if the public side is not open.

☐ CLASSROOM

- Classroom facility is shared with public and CG&A. Accommodations can be made in advance with CG&A for private use for LE sensitive trainings.
- After use, all tables and chairs are to be wiped down and chairs placed on top of the tables
- Projector screen needs to be retracted at the conclusion of use
- Trash picked up and disposed of properly
- Lock all doors prior to leaving if CG&A is not occupying the range site.
- Sweep or mop any access dirt from floor.



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☐

KITCHEN

- Replace any supplies you may have used from the kitchen
- Agencies may utilize refrigerator and/or microwave for meal storage/prep
- Food should be removed at the conclusion of your building usage
- Wipe down counters/surfaces and microwave as needed

☐

CLEANING SUPPLIES

- Cleaning supplies are kept in the bathroom hall closet
- Advise CG&A or CCSO Services division if you notice lack of cleaning supplies

****Violations of the above use guidelines may result in your user agency being terminated or suspended from range use.**

*****As of Jan 1, 2024, Crystal Pool Range will no longer be subject to reservations.**

Orientation Date _____

Representative Conducting orientation: _____ Pers. # _____

Officer/Deputy receiving orientation: _____ Pers # _____

Officer/Deputy Agency: _____

Received by: Chief Administrative Deputy Jordan Spencer

Signature: _____

Date: _____



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AREA 52 RANGE ORIENTATION

Each agency firearms instructor and/or rangemaster tasked with instructing any training at the Cowlitz County Public Shooting Range located at 1000 Toutle Park Rd in Castle Rock, Wa must sign and adhere to the following guidelines prior to conducting training at this range facility. This orientation is specifically designed for use with the LE restricted access training range located inside the fenced off area of the Public Shooting Park as well as the clubhouse building located within the property. The LE restricted shooting area is commonly referred to as "Area 52" as is designated per the sublease agreement between Cowlitz County Sheriff's Office and the Cowlitz Game and Anglers.

The purpose of the below is for all agency trainers to understand and follow the rules and guidelines established for use of Area 52 as it is a private LE range facility within a shared public use site. Range orientations shall only be conducted by CCSO firearms instructor staff members or administration. Any use by outside agencies must be overseen by a certified firearms instructor who has completed the below orientation regarding range use and restrictions.

OPERATION AND USAGE GUIDELINES

- ☐ **MAIN GATE LOCK**
 - Utilize provided digital lock code on range gate if gate is locked
 - If gate is locked upon your arrival that means CG&A hasn't opened the facility yet so gate must be closed once you enter to prevent unauthorized access.
 - If CG&A is onsite, they will open gate for public access
 - Be advised, video/audio security is at the main gate

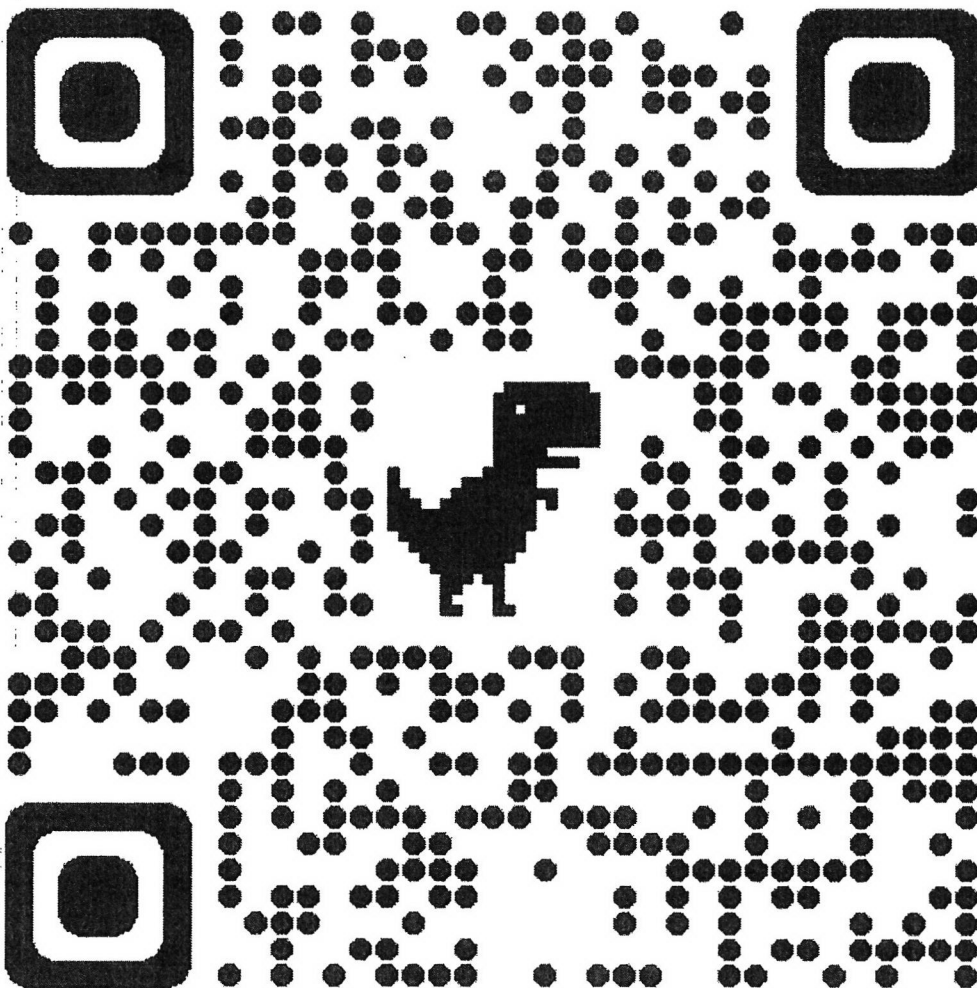
- ☐ **RANGE GATE**
 - LE range gate entrance- utilize provided digital code to unlock Area 52 range gate
 - Range man gate- Combo lock for access
 - Vehicles may enter main LE range gate and park inside fenced area for privacy

- ☐ **CONEX BOX 3 (Supplies) IS THE COMMUNITY BOX**
 - Use provided code to access container
 - Your agency is responsible for locking the container when you leave the range

Area 52 Range Use Report Link

Report required within 72 hours of use of the range facility.

Please Scan QR code



CONTRACT FOR ANIMAL SHELTER SERVICES

**Between
CITY OF CASTLE ROCK
AND**

HUMANE SOCIETY OF COWLITZ COUNTY

This is a Contract between the City of Castle Rock ("City") and the Humane Society of Cowlitz County SPCA ("Society"); providing for the Society to operate an animal shelter for the City and to receive and care for animals impounded pursuant to Chapter 16.52 RCW, and to provide animal licensing pursuant to Castle Rock Municipal Code Chapter 6.06 – Animal Control for certain agreed upon consideration. "Designated Animal Control Agent" shall mean any designated agent the City may choose during the term of this Contract.

It is hereby AGREED by the parties as follows:

A. PURPOSE

The purpose of this Contract is to define the scope of services contracted between the City and Society; set forth the compensation paid by the City for such services and provide for other requirements of the parties to this Contract.

B. DEFINITIONS

1. Impound fee – the fee paid by the City to the Society for intake, shelter, and care of animals from the Designated Animal Control Agent pursuant to Section G.1. (a)-(h).
2. License fee – the fee adopted by City for the licensing of animals within the City.
3. Redemption fee – the fee adopted by the City and collected from an animal's owner to redeem the animal. These fees include the impound fees, licensing fees, and actual veterinary costs per Section D(7).

C. TERM OF AGREEMENT

This Contract will be effective on January 1, 2024, and expires on December 31, 2024. The City reserves the right to extend the Contract for one (1) additional two (2) year term by mutual agreement between the Society and City.

D. SERVICES

1. FACILITY REQUIREMENTS

- a. The Society shall provide an animal shelter in full compliance with the laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health. Said shelter shall be designed to accommodate receiving, housing and/or distributing animals seized within the jurisdiction of the City.
- b. The shelter shall have an adequate number of dog kennels and cat cages to accommodate stray animals brought to the shelter by the Designated Animal Control Agent and shall include isolation facilities for quarantined animals, veterinary care facilities and refrigeration and/or freezer space for deceased animal storage.

2. SHELTER OPERATIONS

- a. The Society will maintain and follow a clear set of protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations.
- b. The Society shall comply with the standards set forth in the “Guidelines for Standards of Care in Animal Shelters” published by the Association of Shelter Veterinarians.
- c. Society must employ or contract with a Washington State licensed veterinarian for at least five (5) days a week during regular business hours for the purpose of providing emergency medical care to stray animals in distress.
- d. A licensed veterinarian shall monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter.
- e. Animals will be treated with care and respect, provided a clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food.
- f. The Society will establish and maintain convenient public hours of access including weekend hours.

3. ANIMAL INTAKE

- a. Society shall accept animals on behalf of the City that are brought in by the Designated Animal Control Agent which are found within the Castle Rock City Limits to include: dogs, cats, domestic birds, domestic rabbits and small mammals, fowl, goats, pot-bellied pigs and small reptiles.
- b. Stray animals brought to the shelter by members of the public, from within the Castle Rock City Limits, will be referred to the Designated Animal Control Agent of the City.
- c. The shelter is not required to accept venomous or dangerous reptiles and most exotic animals, except by specific agreement. In addition, horses, cows, alpacas, or large numbers of animals (hoarding cases) will require advanced notification and agreement prior to acceptance.
- d. Injured wildlife (wild birds, raccoons, opossum, squirrels, etc.) will be accepted at the shelter for euthanasia purposes only. Society reserves the right to turn away or to refer to other agencies, healthy wildlife, brought to the shelter for nuisance removal purposes.
- e. Society shall provide a procedure whereby animals may be delivered to the shelter by the City’s Designated Animal Control Agent 24 hours per day, 7 days per week.
- f. Upon intake, animals will be vaccinated for common illness, treated for fleas and worms, and groomed as necessary for the animal’s health and comfort.
- g. Suitable quarantine and isolation areas will be available to house animals that are dangerous or potentially carrying highly infectious disease that may threaten the health and safety of other animals or humans.

h. Animals will be held prior to eligibility for adoption, transfer to another animal welfare agency or placement with a rescue group. Minimum holding requirements are as follows:

i. Stray animals that are unlicensed or for which the owner is unknown shall be held for 72 hours, commencing from apprehension, before being eligible for adoption, transfer or euthanasia;

ii. If a stray animal's owner is known, licensed or registered, the owner must be notified within a reasonable time per the Society's approved protocol (Exhibit A), and the animal must be held for 120 hours after notification before being eligible for adoption, transfer, or euthanasia. If reasonable attempts have been made by the appropriate authority to notify the owner, without success, the animal shall be held for at least 120 hours from the time of apprehension before being eligible for adoption, transfer or euthanasia;

iii. Animals classified as dangerous, potentially dangerous or under legal hold or quarantines may be subject to additional holding requirements. The Designated Animal Control Agent is responsible for fulfilling the requirements of a dangerous or potentially dangerous animal declaration. In these cases, the Society's responsibility is limited to holding animals at the request of the City, for the time period specified.

iv. Wildlife is exempt from minimum holding requirements. Cats deemed to act in a feral manner after a reasonable observation period may be destroyed or returned to its original location as part of Society's Community Cat Program (*i.e.*, the trapping/neutering/returning of unowned cats), prior to the expiration of the required holding period.

v. All impound periods shall continue to run during those hours when the shelter is not open for business.

i. Underage kittens, puppies and other young animals may be placed in a foster setting.

j. All animals shall have an impound record, indicating the identification tag number, if any, species, breed, and description of animal by coloring, time and date of impound, name of agent taking in the animal and area where the animal was found.

k. Should an animal be suffering from serious injury or disease that would endanger other sheltered animals or cause the animal to endure unnecessary pain and suffering if left untreated, as determined by the Society, under the guidance of a licensed veterinarian, the animal may be euthanized prior to the expiration of the required hold period and documented on the animal control record.

l. Any animal impounded may be redeemed within the stray holding period, upon evidence of rightful ownership or custody and payment of redemption fees consistent with Castle Rock Municipal Code Chapter 6.06 – Animal Control.

m. Animals may be denied redemption if placed on investigative hold by the Designated Animal Control Agent or the Health Department. Redemption may be denied to an owner

who has cruelly treated an animal. In these cases, the Society shall act as directed by the Designated Animal Control Agent.

n. The Society will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

4. DISPOSITION OF UNCLAIMED ANIMALS

a. Society shall make all reasonable attempts to reunite animals with owners before disposition.

b. No live animals shall be used, sold or donated for experimental purposes.

c. After minimum hold times have expired, the Society shall assume full rights and responsibility for the final disposition of the animal. This may include adoption, transfer to an approved adoption or rescue agency or humane euthanasia.

5. EUTHANASIA

a. Society must arrange and/or provide for the humane euthanasia and disposal of animals that cannot be placed.

b. Society will maintain a clear protocol for the use of euthanasia.

c. Euthanasia, using the most modern and humane method available, is to be carried out by certified euthanasia technicians under the provisions established by Washington State law.

d. Society must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs and must comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

6. ADOPTION, PLACEMENT OR TRANSFER OF ANIMALS

a. Every reasonable effort shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.

b. Cats, dogs, rabbits are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.

c. Dogs and cats adopted to residents of the City are to be licensed prior to release.

7. ADMINISTRATION

a. The Society agrees to issue animal license and registration tags and administer the City's animal license program pursuant to City Municipal Code Chapter 6.06 – Animal Control. The City will provide 30 days' notice to the Society of any changes to the adopted redemption fee rates and animal licensing fee rates.

b. Upon redemption of any stray animal, the Society shall collect any and all fees that are required under Castle Rock Municipal Code Chapter 6.06 – Animal Control, as currently

enacted or hereafter amended. Collection of fees shall be duly noted on the animal custody report.

c. Redemption fees shall be posted at the shelter and on the Society's website. The Society shall be responsible for collecting all redemption and licensing fees due upon redemption of a stray animal, in accordance with City regulations, and shall issue a receipt for each payment.

d. The Society shall transmit the total amount of collected redemption fees and animal license fees to the City, along with an aggregated report of fees collected.

e. The Society will cooperate with City officials, the Designated Animal Control Agent, and/or Cowlitz County Public Health on actions pertaining to animals and quarantine; assist the City in obtaining and presenting evidence in the civil or criminal prosecution of all violations of any ordinance, code, regulation or law pertaining to animal control, including licensing and registration. If Society representatives need to testify in court, the Society may request an additional fee for this service, to be determined in advance.

E. INSURANCE

1. The Society shall maintain in full force and effect during the term of this Contract, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The City, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMPREHENSIVE GENERAL LIABILITY:		
Bodily injury, including death.	\$1,000,000	Per occurrence
Property Damage	\$1,000,000	Per occurrence
	\$2,000,000	Aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two-year tail).		
	\$1,000,000	Per occurrence
	\$2,000,000	Aggregate
☒ WORKERS COMPENSATION		Statutory amount Waiver of Title 51 Rights
☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death and property damage liability	\$1,000,000	Combined Single Limit

All Society's and Society's subcontractors' insurance policies and additional named insured endorsements shall provide insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by

the City shall be excess and not contributory to such insurance policies. All Society's and Society's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

Upon request, the Society shall provide a full and complete and certified copy of all requested insurance policies to the City. The City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages, and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the City reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$10,000 or any stop-loss provisions, the City shall have the right to request and review the Society's most recent annual financial reports and audited financial statements as a condition of approval.

Society hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Society to enter into a pre-loss agreement to waive subrogation without an endorsement, then Society agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Society enter into such a waiver of subrogation on a pre-loss basis.

The City, its departments, elected and appointed officials, employees, agents, and volunteers shall be named as additional insureds on Society's and Society's subcontractor's insurance policies by way of endorsement of the full available limits of insurance maintained by the Society and subcontractor, and all coverage shall be primary and non-contributory. A state or notion of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The Society for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions, and endorsements and which is conditioned upon the City receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the City Contract Manager identified herein. This Contract shall be *void ab initio* if the proof of coverage is not timely supplied.

The insurance maintained under the Contract shall not in any manner limit or qualify the liabilities or obligations of the Society under this Contract. All insurance policy deductibles and self-insurance retentions for policies maintained under this Contract shall be paid by the Society.

Compensation and/or payments due to the Society under this Contract are expressly conditioned upon the Society's strict compliance with all insurance requirements. Payment to the Society shall be suspended in the event of non-compliance. Upon receipt of evidence of Society's compliance, payments not otherwise subject to withholding or set-off will be released to the Society. This Contract shall be *void ab initio* if the proof of coverage is not timely supplied.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period of Endorsement is not required.

F. HOLD HARMLESS/INDEMNIFICATION

The Society does release, indemnify and promise to defend and save harmless the City its elected officials, officers, employees and agents from and against any all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the City, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Contract. In making such assurances, the Society specifically agrees to indemnify and hold harmless the City from any and all bodily injury claims brought by employees of the Society, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the City. Provided, however, this paragraph does not purport to indemnify the City against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the City its elected officials, officers, employees and agents.

G. ACCOUNTABILITY

1. By the 10th of each month following services, the Society shall submit to the Designated Animal Control Agent aggregate reports reflecting the number of animals handled for the City, and their dispositions. The Designated Animal Control Agent shall provide the format for these reports or the forms themselves.

2. This Contract is subject to review by any federal or state auditor. The City shall have the right to review and monitor the financial and service components of this Contract by whatever means are deemed expedient by the City Contract Manager. Such review may occur with a minimum 24 hour notice, and may include, but is not limited to, on-site inspection by City agents or employees, inspection of all records or other materials which the City deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract. The Society shall preserve and maintain all financial records and records relating to the performance of work under this Contract for six (6) years after Contract termination, and shall make them available for such review, within Cowlitz County, State of Washington, upon request, during reasonable business hours.

3. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Society and/or its consultants or subcontractors, in connection with the performance of this Contract shall be the sole and absolute property of the City and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Society and/or its agents shall have no ownership or use rights in the work. Except as to data or information in the public domain or previously known to Society or required to be disclosed by law, subpoena or other process, the following shall apply:

- (a) Correspondence, emails, reports, and other electronic or written work product will be generated between Society and City during the course of this Contract. This Contract and such work product in the possession of Society may be deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the City shall be required, upon request, to disclose this Contract and all documents related to it unless an exemption under the Public Records Act or other laws applies. Society shall fully cooperate with and assist the City with respect to any request for public records received by the City related to the services performed under this Contract.

- (b) Should the City receive a request for disclosure, the City agrees to provide Society ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by Society to enjoin or otherwise prevent such release. Provided that all expense of any such litigation shall be borne by Society, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure, and further provided that City shall not be liable for any release where notice was provided and Society took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW shall be provided to Society according to the "Notice" provision herein. If Society has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record unless it makes an independent determination that the record is exempt from disclosure. Notwithstanding the above, Society must not take any action that would affect (a) the City's ability to use goods and services provided under this Contract or (b) Society's obligations under this Contract. Society will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.
- (c) Society's failure to timely provide such records upon demand shall be deemed a material breach of this Contract. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Society shall fully indemnify and hold harmless City as set forth in **Section F** above. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by Chapter 42.56 RCW, as said chapter has been construed by Washington courts. The provisions of this section shall survive the expiration or termination of this Contract.

4. The Society shall maintain its ability to be properly licensed to operate as a business during the life of this Contract and provide to the City a copy of its bylaws, articles of incorporation, applicable business licenses and nonprofit tax-exempt designation. The Society shall inform the City within thirty (30) days of any changes in any of the above.

H. CONSIDERATION

1. For the services provided to the City per this Contract, the City agrees to pay the Society an impound fee in the following amounts for animals taken into custody from the Designated Animal Control Agent:

- a) \$300 per animal; and
- b) A rate of \$85 per animal for feral/community cats, altered and released as part of Society's Community Cat Program in lieu of impound; and
- c) \$100 per litter for puppies or kittens; and
- c) \$85 per animal for small animals (Rabbits, Birds, etc.); and

d) \$45 per wild animal (wild birds, raccoons, opossum, squirrels, etc.) which are accepted for euthanasia purposes only; and

e) \$35 for any dead stray animal brought to the Society for disposal.

2. The Society agrees and warrants that during the Term of this Agreement or any extensions thereto, the impound fees set forth in Paragraph H.1. for the services provided herein are at least as favorable as impound fees that the Society provides to any of its other customers. If the Society provides more favorable impound fees than are contained in this this Contract to another institutional or government customer for substantially the same services, the Society shall notify the City in writing and automatically adjust the rates and charges to match the lower impound fee rates.

3. The Society shall prepare and deliver an invoice for services provided to the City in the prior month by the tenth (10th) of each month. The City shall pay the invoices within 45 days of receipt. If payment is not received within 45 days, unpaid balances will be assessed a late fee of 1.5% per month. Shelter care rates and animal disposal fees will be reviewed and may be revised with each contract extension upon written agreement of both Parties.

4. The per-animal impound fee specified in Paragraph G(1) covers intake processing and sheltering services for the mandated stray hold period (3-5 days), with a grace period up to a total of ten days. If the Society holds an animal beyond ten days at the request of the City or the Designated Animal Control Agent (due to litigation or other legal reason to hold the animal without redemption or adoption), the City shall be responsible for the costs of holding such animal and agrees to pay the Society additional compensation of \$65 per animal per diem sheltering fee for each day beyond the initial 10-day period. If additional medical care is required while an animal is on hold for an extended period, the City will reimburse the Society for reasonable and customary costs incurred; provided, however, that in the event that such medical care expenses are expected to exceed \$1000, the Society shall notify the Designated Animal Control Agent to confirm prior to proceeding to give the City the opportunity to take action to avoid those costs if possible. Once a hold has been lifted by the City or the Designated Animal Control Agent, the Society shall assume all costs related to the care and disposition of the animal.

5. If, at the request of the City or designee, the Society shelters an unforeseen type (such as wildlife, livestock, or exotic) of animal(s) pursuant to section C.3(a-d) of this Contract, additional compensation may be negotiated based on the actual incurred costs. The City shall be responsible for paying any additional compensation as agreed to in writing by the parties.

I. TERMINATION

1. The following provisions apply regarding termination.

- a. Termination Due to Insufficient Funds. If insufficient funds for payment under this Contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the City may terminate this contract upon thirty (30) days

written notice to the Society. No penalty or expense shall accrue to the City in the event this provision applies.

- b. Termination for Convenience. Either party may terminate this contract for convenience upon giving the other party at least six (6) months advance written notice. In that event, the Society will be entitled to payment only for those expenses and costs reasonably incurred prior to the effective date of termination.
- c. Termination for Default. If either party defaults in its performance under this Contract, the nondefaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the nondefaulting party may terminate this Contract. In the event of such a termination, the nondefaulting party shall have all rights and remedies available to it under the law.

However, if a notice of termination for default has been issued and it is later determined for any reason that the Society was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

J. TERMINATION PROCEDURE

1. The following provisions apply in the event that this Contract is terminated:

- a. Society shall cease to perform hereunder as the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
- b. Society shall provide the City with an accounting of authorized services provided through the effective date of termination.

K. GENERAL PROVISIONS

1. INDEPENDENT CAPACITY

The Parties intend that an independent contractor relationship between the Society and the City will be created by this Contract. No agent, employee, or representative of the Society shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Society are not entitled to any of the benefits the City provides for City employees. The Society will be solely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. The Society is responsible for all taxes applicable to this Contract.

2. GOVERNING LAWS AND DISPUTES

This Contract shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the Parties, through the Contract Managers shall meet with each other in an attempt in good faith to resolve the disagreement. Venue for any action hereunder shall be in the Superior Court of Cowlitz County, Washington.

3. NO THIRD-PARTY BENEFICIARY

No third-party beneficiary is intended to be created under the terms of this Contract.

4. AMENDMENT

Any Amendment to this Contract shall be in writing and approved by the City or designee on the part of the City and by the Humane Society of Cowlitz County's Executive Director or designee on the part of the Society.

5. WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or waiver of the provision itself.

6. NOTICES

Any notice or communication permitted or required by this Contract shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to the following Contract Managers:

For the City:

Carie Cuttonaro, Clerk-Treasurer
P.O. Box 370
Castle Rock, WA 98611

For the Society:

Executive Director Darren Ullmann
P.O. Box 172
Longview, WA 98632

7. SEVERABILITY

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the Parties can still be given effect.

8. ENTIRE AGREEMENT

The Parties acknowledge that this Contract is the complete expression of their agreement regarding the subject matter of this Contract. Any oral or written representations or understandings not incorporated into this Contract are specifically excluded.

DATED this ____ day of _____, 2023.

For: CITY OF CASTLE ROCK

For: HUMANE SOCIETY of COWLITZ COUNTY

Paul Helenberg, Mayor

Darren Ullmann, Executive Director

ATTEST:

Carie Cuttonaro, Clerk-Treasurer

APPROVED AS TO FORM:

Frank Randolph, City Attorney

**AMENDMENT NO. 1 to Interlocal Agreement for
Law Enforcement Records Services by and between
Cowlitz County and the City of Castle Rock**

1. This Amendment No. ONE to **the Interlocal Agreement for Law Enforcement Records Services** is between Cowlitz County, Washington, ("COUNTY"), and **the City of Castle Rock** ("CITY"), collectively, the ("PARTIES") and it shall take effect and be in force on the below stated date of authorization as agreed to by COUNTY and CITY.
2. COUNTY AND CITY have entered into an Interlocal Agreement for law enforcement records services, to wit: *Interlocal Agreement for Law Enforcement Records Services by and between Cowlitz County and the City of Castle Rock* (the "AGREEMENT"), approved and executed by the Board of County Commissioners and City ~~Manager~~ *Mayor*, which agreement will expire on, December 31, 2023.
3. CITY is now in need of continuing or additional professional services under the original AGREEMENT through, June 30, 2024, and COUNTY is amenable to extending its services to CITY under the same terms and conditions of the original AGREEMENT, and as set forth below.
4. Both COUNTY and CITY agree to modify the original AGREEMENT as in the parties' best interests and in furtherance of the purposes and intent of this amendment, as set forth below:
 - a. Pursuant to Section 3, the AGREEMENT is hereby extended until June 30, 2024.
 - b. Section 4 is modified to provide that either party may terminate the AGREEMENT by giving the other party thirty (30) days written notice thereof.
 - c. Section 7 is hereby deleted.
 - d. The PARTIES agree compensation will continue at the 2023 level through June 30, 2024, but the PARTIES also agree compensation will later be modified to relate back to January 1, 2024, to provide backpay/benefits based on the results of a new collective bargaining agreement that is currently being negotiated. The PARTIES agree this is for consistency with RCW 43.09.210 and collective bargaining requirements.
5. Except as provided above in this Amendment No. ONE, all terms, conditions, duties, obligations and provisions of the original AGREEMENT shall remain in full force and effect.

The PARTIES hereto have executed this AMENDMENT No. ONE on this ____ day of December, 2023, and each signatory to this Amendment No. ONE warrants that he/she is duly authorized and executes this Amendment for and on behalf of the below-inscribed PARTIES hereto.

[Remainder of page intentionally left blank; signatures below]

CITY OF CASTLE ROCK:

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Signature

Richard R. Dahl, Chairman

Paul Helenberg

Print name:

Dennis P. Weber , Commissioner

AHest:

Arne Mortensen, Commissioner

Title: City *Clerk-Treasurer*

ATTEST:

CONTRACT HAS BEEN APPROVED AS TO
FORM BY COWLITZ COUNTY
PROSECUTING ATTORNEY

Kelly Dombrowski , Clerk of the Board
Date _____

**INTERLOCAL AGREEMENT
FOR
LAW ENFORCEMENT RECORDS SERVICES
BY AND BETWEEN
COWLITZ COUNTY AND THE CITY OF CASTLE ROCK**

THIS AGREEMENT made and entered into this 14th day of December, 2021, between **COWLITZ COUNTY**, a political subdivision of the State of Washington, acting by and through the Board of Commissioners, hereinafter referred to as "County", and the **CITY OF CASTLE ROCK**, a political subdivision of the State of Washington, acting by and through its Mayor hereinafter referred to as "City".

WHEREAS, each of the parties to this agreement performs unique and specialized emergency and law enforcement activities within a specific geographical area of Cowlitz County; and

WHEREAS, each law enforcement agency in Cowlitz County is dependent upon Law Enforcement Records services for accurate and timely information; and

WHEREAS, it is the desire of law enforcement agencies within Cowlitz County to have equal access to credible, reliable information pertinent to law enforcement activities in the County in order that each agency may efficiently and effectively provide for the protection of life, liberty and property and promote the safety and well-being of the citizens of Cowlitz County; and

WHEREAS, the parties hereto agree to the Cowlitz County Sheriff's Office manage the Castle Rock Police Department records services after business hours and on weekends and legal holidays; and

WHEREAS, the parties hereto have the authority to enter into Interlocal agreements under Chapter 39.34 Revised Code of Washington for joint and cooperative actions, including provisions to finance joint or cooperative undertakings, and to pay for services provided by one government to another.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement, the parties agree to as follows:

1. **Services Provided by Cowlitz County Sheriff's Office Records.** The Sheriffs' Office agrees to provide the following enumerated services to the City Police Department through its Records Division for hours during which the Police Department office is closed (Generally described as 5:00 PM to 8:00 AM, Monday through Friday, weekends and legal holidays.) PROVIDED THAT, such services shall be limited to the following:
 - a. Process requests for name, address, and histories through Spillman RMS
 - b. Incident search through Spillman RMS
 - c. Process requests for data on property through Spillman RMS
 - d. Print/distribute for investigations and/or information for Police Department personnel only (specifically excluding public disclosure requests)
 - e. Teletype activities
 - f. Enter, clear, locate, modify and cancel stolen property, vehicles, and missing people in WACIC/NCIC
 - g. Enter Emergency Temporary Felony warrants in WACIC/NCIC

- h. Confirm, locate, clear, enter detainers on warrants in WACIC/NCIC
- i. Confirm agency warrants and advise 911 Communications Dispatch
- j. Confirm agency orders
- k. Run criminal history checks through WACIC/NCIC
- l. Run stolen check on property
- m. Refer requestors seeking Castle Rock Police Department records under the Public Records Disclosure Act to the Castle Rock Police Department
- n. Ensure Castle Rock Police Department compliance with ACCESS Users agreement for 24 hour coverage (24 hour confirmation rule)

It is understood and agreed that the County shall have no obligation to furnish services not specifically identified in this agreement.

The County shall follow the policies and decisions of the City Police Department regarding the disclosure of media briefs. In so doing, the County shall be deemed to be acting as the agent of the City.

2. Fees for Services / Payments.

The City of Castle Rock agrees to pay the following fees for "after-hours" service, as hereinafter defined:

- January 1-December 31, 2022: \$6,432.60
- January 1-December 31, 2023: \$6,631.37

The City shall pay such fees directly to the Cowlitz County Sheriff's Office in advance or in quarterly installments at the beginning of each quarter, on or about January 2, April 1, July 1, and October 1, or at such other times as the parties may agree in writing.

3. **Renewal of Agreement.** This agreement may be renewed on the same terms and conditions as provided herein, EXCEPT that fees for the new term shall be mutually agreed upon by the parties prior to expiration of the initial term of this Agreement.
4. **Effective Date/Termination.** The initial term of this Agreement shall be _____, 20__ until December 31, 2023. Either party may terminate this agreement by giving the other party sixty (60) days written notice thereof.
5. **Monetary Default.** Failure of a party to make payments, as specified, herein, shall constitute a default under the terms of this Agreement. If the default is not cured within forty-five (45) days after the County notifies the City in writing of such default, the System Administrator shall terminate service to the City. All notifications under this section shall be furnished to the Chief of Police of the City in addition to other notices herein required.
6. **Agreements Affecting Other Governmental Units.** It is acknowledged and understood by the parties that other law enforcement agencies have entered into Agreements containing the same or similar terms as in this Agreement. There shall be no reduction of service to any parties to this Agreement as a result of such similar agreements without the written consent of the parties.

7. **Penalty of Early Termination.** In the event that the City withdraws from this agreement, the annual amounts due from the City for the remainder of the calendar year shall become immediately due and payable; No refunds shall occur.
8. **Indemnification and Hold Harmless Agreement.** The City agrees to indemnify and hold the County and its elective and appointed officers and employees, and all other user agencies, elective and appointed officers and employees, free and harmless from and against all claims, demands and causes of action and any kind and character, including the cost of defense thereof, arising as the result of the sole negligence of the City or its elective or appointed officers, agents and employees. The City further agrees to indemnify and hold the County and its elective and appointive officers and employees, and all other user agencies, their elected or appointed officers and employees, free and harmless from and against any costs, damages, penalties or attorney's fees suffered or incurred as a consequence of the acts of the County with respect to disclosure or withholding of records in accordance with the policies and directives of the City. The County agrees to indemnify and hold the City and its elective and appointive officers, agents and employees free and harmless from and against all claims, demands and causes of action of any kind or character, including the cost of dense thereof, arising as the result of the sole negligence of the County or its elective or appointed officers and employees.

For the purposes of this section, (a) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney's fees, and (b) "County" means Cowlitz County, its boards and commissions, and all past, present, and future officials, employees, agents or volunteers. This paragraph shall survive the completion, expiration, and/or termination of this agreement.

9. **Entire Agreement/Amendment.** This Agreement is the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties. No prior agreement, correspondence, or portions thereof shall be used to interpret, modify, or explain the terms of the Agreement in the event that a dispute arises with respect to the Agreement.
10. **Supplemental Agreement.** The parties agree to complete and execute all supplemental documents necessary or appropriate to fully implement the terms of this agreement.
11. **Waiver.** No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments of performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.

12. **Assignment.** No party shall assign this Agreement, or any part hereof, without the written consent of the other parties. The Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.
13. **Applicable Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.
14. **Severability.** If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.
15. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.
16. **Notices.** All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual(s) or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City of Castle Rock:

Mayor (or successor)
City of Castle Rock
P.O. Box _____
Castle Rock, WA 98632

Copy to:
City Attorney (or successor)
City of Castle Rock
P.O. Box _____
Castle Rock, WA 98632

Copy to:
Chief of Police
City of Castle Rock
P.O. Box _____
Castle Rock, WA 98632

If to Cowlitz County:

Board of County Commissioners
County Administrative Building, Room 300

207 North 4th Ave.
Kelso, WA 98626

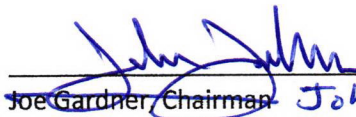
Copy to:
Cowlitz County Sheriff's Office
312 SW 1st Ave
Kelso, WA 98626

Copy To:
Cowlitz County Prosecuting Attorney
312 SW 1st Ave
Kelso, WA 98626

17. **Compliance with Laws.** All parties shall comply with all applicable federal, state, and local laws, regulations and rules in performing this agreement.

18. **Interlocal Cooperation Act.** The performance of the obligations of this agreement shall be in compliance with the provisions of RCW 39.34, the Interlocal Cooperation Act. The parties agree that no separate legal administrative entities are necessary in order to carry out this agreement. For purposes of RCW 39.34.030(4)(a), the Budget/Finance Manager of the Cowlitz County Sheriff's Office shall serve as the administrator responsible for administering the joint and cooperative undertaking among the parties to this agreement. There shall be no "joint board" as that term is used in RCW 39.34.030(4)(a), except as noted in 1(M) of this agreement.

BOARD OF COUNTY COMMISSIONERS,
COWLITZ COUNTY, WASHINGTON

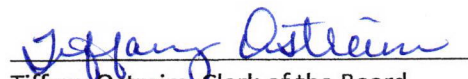

~~Joe Gardner, Chairman~~ John Tabusch, Commissioner


Dennis Weber, Commissioner


Arne Mortensen, Commissioner



Attest:


Tiffany Ostreim, Clerk of the Board
12-14-2021


Sheriff Brad Thurman

Approved as to form:

Dana Gigler, Deputy Prosecuting Attorney

CITY OF CASTLE ROCK



Paul Heinenberg, Mayor

Attest:



_____, City Attorney
Carrie Cuttonaro, Clerk-Treasurer

Approved as to form:

Frank Randolph, City Attorney

2022 After Hours - updated 9-20-21 kch

City	Population by Jurisdiction	Percentage by Population		Totals
Castle Rock	2,250	2.01%	=	\$6,432.60
Kalama	3,065	2.74%	=	\$8,762.63
Kelso	12,410	11.10%	=	\$35,479.38
Longview	38,530	34.46%	=	\$110,154.74
Woodland	6,440	5.76%	=	\$18,411.54
Cowlitz County	49,105	43.92%		\$140,387.97
	111,800.00	100.0%		\$319,628.87

2022 Average hourly rate	Hrs in a Year	1 FTE	#FTE's	Total
\$ 49.57	2080	\$103,106.09	3.1	\$319,628.87

2023 After Hours - updated 9-20-21 kch

City	Population by Jurisdiction	Percentage by Population		Totals
Castle Rock	2,250	2.01%	=	\$6,631.37
Kalama	3,065	2.74%	=	\$9,033.40
Kelso	12,410	11.10%	=	\$36,575.68
Longview	38,530	34.46%	=	\$113,558.51
Woodland	6,440	5.76%	=	\$18,980.45
Cowlitz County	49,105	43.92%		\$144,725.94
	111,800.00	100.0%		\$329,505.34

2023 Average hourly rate	Hrs in a Year	1 FTE	#FTE's	Total
\$ 51.10	2080	\$106,292.05	3.1	\$329,505.34