

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works, Parks and Lands Division

**DATE:** April 5, 2022

**REQUESTED ACTION:** Sign an interagency agreement No. 93-103027 between Clark County and the Washington State Department of Natural Resources to establish a forward operating base for helicopter operations at Camp Bonneville.

Consent       Hearing       County Manager

---

### BACKGROUND

The County has assisted the Washington State Department of Natural Resources, or DNR, in establishing a forward operating base at Camp Bonneville for their wildfire suppression efforts. The county and DNR entered into a short-term agreement in 2019, 2020 and 2021. The proposed 2022 agreement with DNR outlines terms that are not to exceed \$1000 for the use of a portion of the property between April 1 and September 30 of 2022, with an option to extend beyond September 30, 2022, by mutual agreement if necessary. The request includes adequate space for one helicopter, fuel truck, and Building T-1980 to house seven crew members. The agreement limits DNR's access of Camp Bonneville to only the barracks, parking area, and airfield near the main camp entrance. DNR will also provide a portable latrine.

### COUNCIL POLICY IMPLICATIONS

The use of Camp Bonneville is limited during the cleanup period, per Prospective Purchaser Consent Decree. This agreement is consistent with prior Council decisions to allow DNR use of the property to assist in mitigating and improving response times for wildfires.

### ADMINISTRATIVE POLICY IMPLICATIONS

This is a renewed partnership agreement with a state agency following the same terms as in the 2019, 2020 and 2021 interagency agreement. The agreement includes two extra months, and the cost has been updated to reflect that change.

### COMMUNITY OUTREACH

The County did not conduct any community outreach on this interagency agreement. The division will encourage DNR to have a point person available for community inquiries in 2022.

PW22-071

REVIEWED: TT

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	\$1,000
Grant Fund Dollar Amount	N/A
Account	Camp Bonneville Timber Fund
Company Name	Department of Natural Resources

**ATTACHMENTS:** (1) Interagency Agreement No. 93-103027

*Rocky Houston*

Rocky Houston  
Parks and Lands Division Manager

*Chad Dragon*

Chad Dragon, CPA  
Financial Program Manager

*Eva Haney*

Eva Haney, CGFM  
Interim Public Works Director

Primary Staff: Erik Harrison, Ext. 2307

APPROVED: *Keron Dill Bowerman*  
CLARK COUNTY, WASHINGTON  
CLARK COUNTY COUNCIL

DATE: *April 5, 2022*

SR# *055-22*



PW22-071

REVIEWED: *↑↑*



**INTERAGENCY AGREEMENT**  
**DEPARTMENT OF NATURAL RESOURCES (DNR)**  
NO. 93-103027

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and Clark County.

DNR and Clark County enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

**IT IS MUTUALLY AGREED THAT:**

- 1.0 Purpose.** The purpose of this Agreement is to establish a forward operating base for DNR Helitack operations in support of wildfire suppression in Southwestern Washington.
- 2.0 Scope of Work.** Clark County shall furnish the necessary facility space and helicopter-landing area set forth in the Attachment A – Scope of Work.
- 3.0 Period of Performance.** The period of performance of this Agreement shall begin on April 1, 2022, and end on September 30, 2022, unless terminated sooner as provided herein.
- 4.0 Payment.** The parties estimate that the cost of the use of building space, grounds and utilities will not exceed one thousand dollars (\$1000.00). Payment for use of facilities shall not exceed this amount unless the parties mutually agree to a higher amount in writing before use. Pay for use of space, grounds and utilities shall be based on the rates and terms described in Attachment B – Budget.
- 5.0 Billing Procedures.** Clark County shall submit invoices monthly. The DNR will make payment by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days of the end of the fiscal year.

Each invoice submitted to DNR shall include the following:

- A. Agreement number 93-103027
- B. The monthly fixed cost for each month billed.
- C. The total invoice charge.

**6.0 Records Maintenance.** Clark County shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by Clark County in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. Clark County shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**7.0 Independent Capacity.** The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**8.0 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**9.0 Termination for Convenience.** Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**10.0 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 5 working days to correct the violation or failure. If the failure or violation is not corrected within 5 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

**11.0 Disputes.** If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

**12.0 Governance.** This Agreement is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable state and federal statutes and rules.
- (2) Scope of Work; and
- (3) Any other provisions of the Agreement, including materials incorporated by reference.

**13.0 Assignment.** The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**14.0 Waiver.** A party that fails to exercise its rights under this Agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this Agreement.

**15.0 Severability.** The provisions of this Agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

**16.0 Responsibilities of the Parties/Indemnification.** To the extent authorized by law, each Party shall indemnify and hold harmless the other Party and its employees, officers, contractors and agents, from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature to the extent such claim arises from that Party's negligence or its failure to perform any of its obligations under this Agreement. The terms of this section shall survive the termination of this Agreement.

**17.0 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**18.0 Contract Management.** The Project Coordinator for each of the parties shall be the contact person for this Agreement. All communications and billings will be sent to the project coordinator.

**19.0 Project Coordinators.**

- (1) The Project Coordinator for the Clark County is Erik Harrison  
[Erik.Harrison@clark.wa.gov](mailto:Erik.Harrison@clark.wa.gov)

(2) The Project Manager for DNR is Dave Ritchie, Telephone Number (360) 528-2107. The alternative point of contact is Neva Sullivan, Telephone Number (360) 480-6977.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

**CLARK COUNTY**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES (DNR)**



Signature \_\_\_\_\_  
Date 4/5/22

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Kathleen Otto**  
Name  
**County Manager, Clark County**  
Title

**Russ Lane**  
Name  
**Wildfire Division Manager**  
Title

**1300 Franklin Street**  
**Vancouver, WA 98666**

Address  
**564-397-4307**  
Telephone

**1111 Washington Street SE, MS 47037**  
**Olympia, WA 98504-7037**

Address  
**360-902-1308**  
Telephone

## ATTACHMENT A

### SCOPE OF WORK

1. Clark County provides DNR use of the following facilities to house a seven-person Helitack team, fuel truck and landing pad for rotary-wing aircraft.
  - a. Use of Building T-1980, the “Caretaker’s House” at 23201 NE Pluss Rd, Vancouver, WA 98606 located in the cantonment area in the western portion of the installation. **DNR acknowledges that water service to the building is suitable for hygiene purposes only and is not potable.**
  - b. Vehicle parking.
  - c. Helicopter landing area measuring approximately 200 feet by 150 feet on unimproved grass covered area located to the west of the cantonment area.
  - d. Place to position portable latrine units (port-a-john) in vicinity of the helicopter area and/or parking.
2. DNR will perform the following work at the site and limit effects on the site as follows.
  - a. Lease separately and transport to site one or two portable latrine units (port-a-john) to site, service regularly and remove from site at the end of fire season (October).
  - b. Bring packaged potable water to site to support personnel.

**ATTACHMENT B**

**BUDGET**

Budget for this project is not to exceed one thousand dollars (\$1000.00).