

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works, Lands Management Division

**DATE:** August 19, 2025

**REQUESTED ACTION:** Approve a resolution authorizing the County Manager to execute a Memorandum of Agreement between Clark County and the Federal Bureau of Investigation (FBI) concerning the Firearms Range at the former Camp Bonneville Military Reservation (CBMR).

  X   Consent           Hearing           County Manager

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### BACKGROUND

Over the past year, the County and FBI have been negotiating a new agreement for use of the Firearms Range at CBMR. The FBI's use of the Firearms Range dates to 1991 when the Department of Army (Army) issued a permit to the FBI to construct, operate, and maintain a handgun range (the Firearms Range) at the former CBMR site.

In September 2006, the Army transferred the former CBMR site to the County for re-use, and a subsequent permit between the FBI and Army expired on or about October 14, 2006. On November 21, 2006, the County and FBI entered into an agreement for use of the range that lasted through August 2008. On April 17, 2012, the FBI and County entered into a subsequent agreement outlining the scope and responsibilities for use of the Firearms Range. This agreement lasted for a period of ten (10) years. The FBI continued to use the Firearms Range under the provisions of the expired agreement until now.

The County and FBI have negotiated a new one (1) year agreement for use of the Firearms Range that outlines responsibilities between the two parties such as use restrictions, includes fees to be paid by the FBI in the amount of \$34,000, and maintains provisions for eventual remediation of the property should it cease to be used as a Firearms Range.

This request seeks approval of a resolution authorizing the County Manager to execute the Memorandum of Agreement between the County and FBI concerning the Firearms Range at the former CBMR.

PW25-200

REVIEWED: al

**COUNCIL POLICY IMPLICATIONS**

No Council policy is directly impacted.

**ADMINISTRATIVE POLICY IMPLICATIONS**

Section 2.09.030(1)(f) of the Clark County Code authorizes the County Manager to approve interlocal agreements upon approval by the County Council.

**COMMUNITY OUTREACH**

Use of the Firearms Range by the FBI has been discussed in multiple Council time meetings and work sessions over the past several years. In addition, Public Works maintains a Camp Bonneville Frequently Asked Questions website where the community can gain further information about the Firearms Range.

PW25-200

REVIEWED: al

## BUDGET IMPLICATIONS

YES	NO	
	X	Operating Budget Impacts.
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this staff report through the budget director and then to the county manager. This action will be referred to the county council with a recommendation from the county manager.

## BUDGET DETAILS

Dollar Amount	\$34,000
Fund	1014
Cost Center	CC249
BASUB	B5769000
Program	PG0601

**ATTACHMENTS:** (1) Resolution; (2) FBI Memorandum of Agreement; (3) SR 315-07; and (4) Use Agreement PW12-28

Kevin Tyler  
Kevin Tyler  
Lands Management Division Manager

Jennifer E. Coker, P.E.  
Jennifer E. Coker, P.E.  
Public Works Deputy Director

Kenneth A. Lader  
Kenneth A. Lader, P.E.  
Public Works Director

Sherry Villafane  
Sherry Villafane  
Public Works Finance Manager

Primary Staff: Kevin Tyler, Lands Management Division Manager, ext. 1656

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**CLARK COUNTY COUNCIL**

**DATE:** \_\_\_\_\_

**SR#** \_\_\_\_\_

PW25-200

REVIEWED: al

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION authorizing the County Manager to approve a Memorandum of Agreement between Clark County (County) and the Federal Bureau of Investigation (FBI) concerning the Firearms Range at the former Camp Bonneville Military Reservation (CBMR).**

WHEREAS, in or about October 1991, the FBI received a permit from the Department of Army (Army) to construct, operate, and maintain a handgun range (the "Firearms Range") at the former CBMR; and

WHEREAS, the Army transferred the former CBMR to the County for re-use on September 29, 2006; and

WHEREAS, a subsequent permit from the Army for the FBI to use the Firearms Range expired on or about October 14, 2006; and

WHEREAS, the FBI, County, and Bonneville Conservation Restoration and Renewal Team (BCRRT) entered into an agreement on November 21, 2006, which continued through August 2008; and

WHEREAS, the FBI and County entered into an agreement on April 17, 2012, which defined the scope and responsibilities concerning the use of the Firearms Range, and the agreement extended for a ten (10) year period; and

WHEREAS, the FBI continued to use the Firearms Range under the terms of the expired agreement until now; and

WHEREAS, the FBI and County now wish to establish a new memorandum of agreement that outlines the scope and responsibilities for use of the Firearms Range; and

WHEREAS, pursuant to Clark County Code section 2.09.030(1)(f), the County Manager may execute interlocal agreements upon approval by the Council; and

WHEREAS, the Council now wishes to formally authorize the County Manager to approve the Memorandum of Agreement between the County and FBI concerning the Firearms Range at the former CBMR;

NOW THEREFORE, IT IS RESOLVED that the Council hereby approves the Memorandum of Agreement between the County and FBI concerning the Firearms Range at the former CBMR, and authorizes the County Manager to execute the same.

Resolved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY COUNCIL  
CLARK COUNTY, WASHINGTON

ATTEST:

\_\_\_\_\_  
Clerk to the Council

\_\_\_\_\_  
Sue Marshall, Chair

\_\_\_\_\_  
Glen Yung, Councilor

\_\_\_\_\_  
Michell Belkot, Councilor

Approved as to form only:  
ANTHONY F. GOLIK  
Prosecuting Attorney

\_\_\_\_\_  
Wil Fuentes, Councilor

By: Kevin A. McDowell  
Kevin A. McDowell  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Matt Little, Councilor



**Memorandum of Agreement Between the  
Federal Bureau of Investigation (FBI)  
and Clark County, Washington Concerning the Firearms Range at Camp Bonneville**

This memorandum of agreement ("Agreement") is made and entered into between the Federal Bureau of Investigation hereinafter referred to as, ("FBI") and Clark County ("County"), which are collectively referred to as the "Parties".

**IT IS MUTUALLY AGREED THAT:**

- 1.0 Purpose.** The purpose of this Agreement is to establish a working relationship between Clark County and the Federal Bureau of Investigation regarding the FBI's usage of the firearms range ("Range") at Camp Bonneville ("Property").
- 2.0 Scope of Agreement.** The Range consists of an area approximately 450-feet x 600-feet in size and may accommodate up to 25 firing positions. The Range may be used only for small arms practice, consisting only of handguns, shotguns, and rifles not to exceed .223 calibers. The Range also includes a vehicle parking area, classroom structure, storage facilities, and tower. An aerial print defining the Range area is attached hereto and marked as Attachment A, which is incorporated herein by reference as though set forth in full at this point.

Other portions of the property that are identified herein below may be used for law enforcement training purposes; however, at these other areas, the use of firearms with live rounds is strictly prohibited. The Parties agree to usage of Building No. 1940 in the Camp Bonneville cantonment area as a tactical simulation training facility (Attachment B).

The Parties agree to use the Range only in accordance with the terms and conditions of this Agreement. In addition to the duties and obligations of the Parties, as set forth within the body of this Agreement, additional duties and obligations of the Parties are set forth in Attachment C, which is incorporated herein by reference as though set forth in full at this point.

- 3.0 Period of Performance.** This Agreement shall be effective from the date of execution by both parties, and shall continue in full force until for a period of twelve (12) months, unless terminated earlier per the provisions set forth herein.
- 4.0 Payment.** The FBI agrees to invest \$34,000 for the purpose of maintenance, improvements, and/or enhancements to the Property to use the Range in exchange for

eighty (80) days of use during the agreement term, and shall not exceed this number of days unless an authorized representative for each of the parties mutually agree to a higher number of days in writing before use.

- 5.0 Billing Procedures.** The FBI, through its Finance and Facilities Division, will pay to the County \$34,000 which shall be applied toward maintenance, improvements, and/or enhancements to the Property as described herein. This funding is provided in lieu of any fees charged by the County to the FBI for range access and range use on those days and dates the FBI conducts scheduled training and related activities at the Range.
- 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 constructing the upgrades or enhancements. These records shall be available for inspection, review, or audit by personnel of the FBI, other personnel authorized by the FBI, 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 the agreement's 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. Clark County may disclose records as required by law; however, if the document has been marked "NOTIFY OF DISCLOSURE", then Clark County will provide the FBI with notice of a request for records, so that the FBI may have an opportunity to obtain a court order prohibiting the release of those records. Each party will use reasonable security procedures and protections to ensure 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 sixty (60) 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 under the terms of this Agreement before 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 ten (10) working days to correct the violation or failure. If the failure or violation is not corrected within ten (10) working 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.** Authority for Clark County to enter into this agreement is granted by the laws of the State of Washington, laws and ordinances of Clark County, and any applicable federal laws. Authority for the FBI to enter into this agreement can be found at 28 U.S.C. Section 530C; 34 U.S.C. Section 10211 and/or 28 C.F.R. Section 0.85. The provisions of this Agreement shall be construed to conform to those laws.
- 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 Compliance with Laws.** The FBI agrees to comply with all laws, ordinances, rules, regulations, state and local laws, including any Clark County ordinances relating to any act or omission of the FBI in connection with the FBI's use of, or presence upon, the Range, and shall indemnify, protect and hold harmless the County from and against any and all damages, losses, expenses, fines or penalties that are levied against the County and/or the FBI as a result of the FBI's noncompliance with any such laws, ordinances, rules, or regulations.
- 17.0 Responsibilities of the Parties/Hold Harmless.** The FBI shall be responsible for, and agrees to indemnify and hold harmless, the County, its elected and appointed officials, employees, or agents from and against any and all liability, loss, damage, expense, action, and claim, including reasonable attorney fees, incurred by the County, its elected and appointed officials, employees, or agents that arise out of: (i) any negligent act or omission of the FBI, or any FBI personnel, in connection with their use of, or presence upon, the Range; or (ii) any other breach of legal duty on the part of the FBI, or any FBI personnel, in connection with their use of, or presence upon, the Range; or (iii) any breach, material or otherwise, of this Agreement on the part of the FBI. The FBI's maximum liability under the indemnity and hold harmless provisions shall not exceed \$1,000,000.00 in total, and shall not exceed the amount of available appropriations to the FBI in the fiscal year in which the claim is made.
- 18.0 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties with regard to the subject matter hereof. Except for the prior agreements referenced herein, no other understandings, oral or otherwise, regarding the



subject matter of this Agreement shall bind any of the parties. Any amendments to this Agreement shall be set forth in writing and signed by each of the parties hereto. The Director of Public Works, or the Director's designee, shall be authorized to sign on behalf of the County.

- 19.0 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.
- 20.0 Duty to Remediate.** As previously agreed upon by the parties on or about November 21, 2006, affirmed in an agreement executed by the parties on or about April 17, 2012, and affirmed in this agreement, the FBI or U.S. Federal Government is obligated to undertake remediation of the firearms range upon the termination or expiration of this agreement, or whenever the FBI ceases use of the Range. This includes addressing any environmental impacts resulting directly from the activities conducted by the FBI and other users of the Range. As of the 2006 agreement, the estimated cost of remediation was \$400,000. If remediation, cleanup, or any other environmental recovery efforts are required by any applicable laws, regulations, or mandated by governmental agencies such as the Washington Department of Ecology, or other bodies with relevant jurisdiction, the following procedures will apply:
- 20.1** The FBI shall reimburse Clark County for sixty percent (60%) the actual costs incurred in performing such environmental remediation or cleanup. The reimbursement will be contingent upon Clark County providing the FBI with detailed documentation of the costs and a description of the work completed.
- 20.2** Clark County must submit this documentation every quarter within a reasonable time upon request. Each report should include an updated summary of the work completed to date and an approximation of the total percentage of the remediation performed attributable to the FBI's activities.
- 20.3** Unless otherwise agreed in writing, the FBI's financial liability for these remediation efforts will be capped at a maximum of U.S. **\$315,296.40**. This cap is based on Clark County's current estimates of the costs for comprehensive environmental remediation. The FBI's financial liability is an estimate based on inflation and prorated based on FBI's exclusive use of the range until 2024, and FBI's current shared use of the range with Clark County. The FBI's obligation to fund the remediation costs shall not exceed the amount of available appropriations to the FBI in the fiscal year when the remediation is to take place.
- 20.4** The FBI agrees to make payment within ninety (90) days from the receipt of each cost documentation report from Clark County.
- 21.0 Survivability.** The provisions of section 17.0 shall survive the termination of this Agreement for a period of three years from the date of termination. However, if any claims or lawsuit(s) are filed within the three-year survivability period, then the FBI's obligations under section 17 will continue until (i) any lawsuit(s) filed within the three-year survivability period are fully and finally adjudicated, and (ii) the FBI's indemnity obligations arising therefrom are satisfied in full. The provisions of sections 20.0 through 20.4 shall survive

the termination of this Agreement for a period of five years from the date of termination. However, the FBI's financial liability under the terms of sections 20.0 through 20.4 will continue until any remediation work started within the five-year survivability period is fully and finally complete. In the event the County continues to use the firearms range beyond the expiration of the five-year survivability period, the FBI's maximum financial liability (\$315,296.40) shall start to decrease at a rate of 20% (\$63,059.28) per year thereafter.

## 22.0 Project Coordinators.

- (1) The Project Coordinator for Clark County is Kevin Tyler 564-397-1656.
- (2) The Point of Contact (POC) for the FBI is Jason Newport, (503) 278-9833.

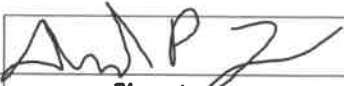
By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

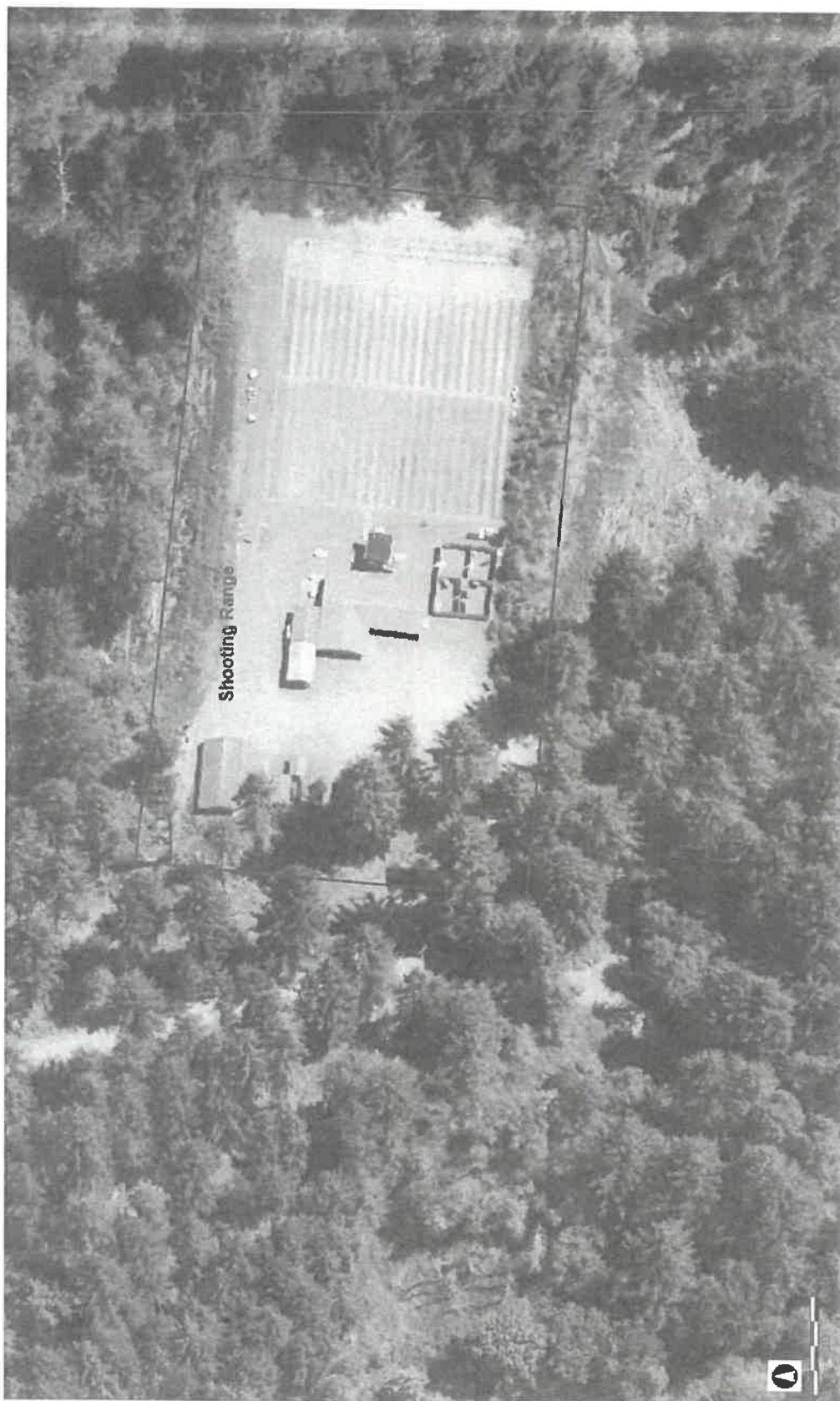
CLARK COUNTY	Federal Bureau of Investigation
<div>Signature</div> <div>Date</div>	<div></div> <div>Signature</div> <div>Date 7/29/2025</div>
<div>Kathleen Otto</div> <div>Name</div> <div>County Manager, Clark County</div> <div>Title</div>	<div>Douglas Olson</div> <div>Name</div> <div>Special Agent in Charge, FBI</div> <div>Title</div>
<div>1300 Franklin Street</div> <div>Vancouver, WA 98666</div> <div>Address</div> <div>564-397-4307</div> <div>Telephone</div>	<div>9109 NE Cascade Parkway</div> <div>Portland Oregon, 97221</div> <div>Address</div> <div>503 224-4181</div> <div>Telephone</div>

Approved as to form only:

ANTHONY F. GOLIK  
Clark County Prosecuting Attorney

<div><i>Kevin A. McDowell</i></div> <div>Kevin A. McDowell</div> <div>Deputy Prosecuting Attorney</div>	<div></div> <div>Signature</div> <div>Date 7-30-25</div> <div>FBI Contracting Officer</div>
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Attachment A: Range Area Boundaries.



Attachment B: Tactical Simulation House





## **Attachment C: Respective Duties of the Parties.**

### **FBI AGREES TO:**

- A. The FBI is required to invest \$34,000 in the Property in exchange for use of the Range.
- B. Limit firearms range usage to FBI personnel only.
- C. Limit training usage in the tactical simulation building to non-lethal firearms training.
- D. Identify one point of contact for coordination of the tasks under this agreement.
- E. Usage of the firearms range will be limited to eighty (80) days per year to ensure proper maintenance and operational efficiency. Reservations for the range are required and will be valid Monday through Friday from 9:00 AM to 6:00 PM. Saturdays will require pre-approval by Public Works.
- F. As determined by the Department of Natural Resources and the Clark County Fire Marshall, the Range will be closed when the fire danger level is Extreme.
- G. Inform Clark County of any scheduling cancellations with at least forty-eight (48) hours' notice.
- H. The FBI shall submit an annual training schedule for the next calendar year. The calendar shall be submitted by December 31<sup>st</sup> for the next year.
- I. Comply with Range Usage policy including safety protocols that are established by Clark County.
- J. The FBI will provide all necessary supplies, equipment, instructors, and safety officers required for firearms training sessions. This includes but is not limited to, ammunition, targets, hearing protection, and any other training aids. The FBI will assume full responsibility for safety, range controls, and overall operations during all scheduled use of the firearms range.
- K. Upon receipt of any inquiries from Clark County or public complaints regarding the range, the designated contact person must acknowledge receipt within twenty-four (24) hours and provide a comprehensive response within seventy-two (72) hours of the initial notification. This response should address the concerns raised, outline any actions taken or to be taken, and include appropriate follow-up measures.
- L. Target structures, berms and backstops shall be maintained and function at all times. This maintenance excludes reclamation and clean up pursuant to Environmental Protection Act Best Management Practices for Lead at Outdoor Shooting Ranges. The FBI shall provide to the County a report, at least annually, that describes and attests to the completion of such maintenance.

- M. Engage proactively with Clark County and Clark County Sheriff's Office (CCSO) to identify and address current enhancement needs related to the Range for use of FBI funding. This partnership will involve regular planning meetings to assess and prioritize enhancements.
- N. All law enforcement training, including firearms proficiency, tactical response, and other specialized training, shall be conducted exclusively at the Range. Alternatively, non-firearms training may take place at the simulation building identified as T-1940 (Attachment B).
- O. Utilize the range in observance of local, state, and federal regulatory requirements related to range usage and safety.

**CLARK COUNTY AGREES TO:**

- A. Engage proactively with FBI and CCSO to identify and address current enhancement needs related to the Range for use of FBI funding. This partnership will involve regular planning meetings to assess and prioritize enhancements.
- B. Identify a point person for the management of the Camp Bonneville range.
- C. Clark County reserves the exclusive right to oversee and manage all aspects of the range, including but not limited to, the operational hours, fee structures, and the collection of payments. This authority encompasses the ability to modify hours of operation to meet community needs or operational demands.
- D. For major repairs or emergencies, Clark County will consult with the FBI to explore external funding options beyond the county's budget. Additionally, any significant capital improvements to the range will be conducted in cooperation with the FBI and CCSO.
- E. Clark County Public Works will maintain an internal electronic annual calendar that includes FBI and CCSO scheduled training days.
- F. Clark County will not be obligated to provide any staff for range days unless expressly agreed to in writing. Clark County will maintain the fencing and automated gate repairs.
- G. In coordination with the FBI, Clark County may inspect the Range and take other actions as the County may deem reasonably necessary to ensure that the FBI's use of the Range is in compliance with the terms and conditions of this Agreement.
- H. In coordination with the FBI, Clark County may inspect the tactical simulation building and take other actions as the County may deem reasonably necessary to ensure that the FBI's use of the tactical simulation building is in compliance with the terms and conditions of this Agreement.

## **Attachment D: Environmental Protection Provisions**

### **ENVIRONMENTAL PROTECTION PROVISIONS**

#### **1. LAND USE RESTRICTIONS**

A. The United States Department of the Army (hereinafter the "Army") has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The GRANTEE (Clark County), its successors or assigns, shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.

1. **Residential Use Restriction.** The GRANTEE, its successors and assigns, shall use the Property solely for conservation of natural resources and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; provided, however, that residential purposes do not include multiple overnight stays associated with the Rustic Retreat Center and Outdoor School, day camping or overnight camping within existing or new buildings on the Property; provided further, however, that prior to the use of any buildings on the Property for such purposes, the responsible State of Washington and/or local government agency or agencies shall have made a written determination that the buildings are habitable and safe for such use under applicable state and/or local laws and regulations. Caretaker, security, and/or Parks & Recreation Department personnel wishing to live in existing buildings or newly-constructed buildings on the Property during remediation and post remediation of the Property may not reside in such buildings until the responsible State of Washington and/or local government agency or agencies shall have made a written determination that such buildings are habitable and safe for such use under applicable state and/or local laws and regulations.
2. **Ground Water Restriction.** The GRANTEE is hereby informed and acknowledges that there is limited contamination of the ground water under the Demolition Area I/Landfill 4 area more particularly described in Exhibit D, attached hereto and made a part hereof. The GRANTEE, its successors and assigns, shall not have the right to access or use ground water underlying the Property for any purpose without the prior written approval of the Army and the Washington State Department of Ecology (hereinafter the "WDOE"). For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of CERCLA. The GRANTEE may, however, use the existing water systems at the Camp Killpack and Camp Bonneville cantonment areas and the caretaker's building for purposes of continuing to provide non-potable water to said facilities or for the provision of potable water provided that prior to use of said water systems for the provision of potable water, the responsible State of Washington and/or local government agency or agencies must make a determination that the water is suitable and safe for such use under applicable state and/or local laws

and regulations. The GRANTEE shall have the right to develop other water systems, including those using groundwater underlying other areas of the Property, excluding the area underlying Demolition Area 1/Landfill 4 and the associated contaminant plume, provided, that the GRANTEE shall obtain the prior written approval of the WDOE and the Army.

3. **Excavation/Land Disturbance Restriction.** The GRANTEE, its successors and assigns, shall not have the right to conduct, or permit others to conduct, any excavation or other intrusive activity on the Property, without qualified unexploded ordnance (hereinafter "UXO") personnel on staff or available and a Department of Defense (hereinafter "DoD") approved Explosives Safety Submission and/or explosives site plan.
4. **Public Access Restriction.** The GRANTEE, its successors and assigns shall not have the right to provide access to the Property to members of the general public until such time as all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property as of the date of this Deed, including munitions and explosives of concern(hereinafter "MEC"), has been taken and this restriction is modified or released by the GRANTOR. The restriction imposed herein shall not restrict the right of the GRANTEE, its successors and assigns to provide access to the Property to officers, employees, agents, and contractors of any tier for the purpose of conducting environmental remediation and MEC response actions. The GRANTEE covenants and agrees to construct and maintain a fence along the perimeter of the Property to control or restrict public access as needed. The GRANTEE further covenants and agrees to provide and maintain appropriate signage to inform its officers, employees, agents, and contractors of any tier and the general public about potential hazards on the Property.
5. **Notice of Archaeological Site and Preservation Covenant.** In consideration of the conveyance of the Property that includes site 45-CL-318, and may include other as yet undiscovered archaeological sites on the Property, the GRANTEE hereby covenants on behalf of itself, its successors, and assigns at all times to the Washington State Historic Preservation Officer (hereinafter the "SHPO") to maintain and preserve site 45-CL-318 and all other as yet undiscovered archaeological sites in accordance with the provisions of the following paragraphs of this covenant.
  - a. The GRANTEE, its successors or assigns shall notify the SHPO and the Cowlitz Indian Tribe in writing prior to undertaking any disturbance of the ground surface or any other action within 300 feet of the center of site 45-CL-318 that would affect its physical integrity. The center point of site 45-CL-318 is described as being located at 134810 E, 1150207 N, NAD 1983 HARN State Plane Washington South FIPS 4602 feet. Said site is more particularly described in Exhibit E, attached hereto and made a part hereof. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the physical integrity of site 45-CL-318.



- b. For ground-disturbing activities other than remediation of MEC, the GRANTEE, its successors or assigns shall prepare and submit to the SHPO and the Cowlitz Indian Tribe a written assessment of project effects in advance of any ground-disturbing activity having moderate to high potential impacts within areas mapped as "20-100% probability" in the Clark County Archaeological Predictive Model Map, attached hereto as Exhibit F and made a part hereof, and having slopes less than 5%. The assessment of project effects will describe the proposed undertaking in reasonable detail, discuss its expected effects upon recorded or unrecorded archaeological resources, and will conclude with recommendations concerning the need for additional archaeological survey or other actions to avoid or mitigate adverse effects to archaeological resources, taking into account previous cultural resource surveys at the Property and other recorded archaeological sites in close proximity to the proposed project.
- c. The GRANTEE, its successors or assigns shall make every reasonable effort to prohibit any person from knowingly or inadvertently disturbing any archaeological object or archaeological site, as defined in RCW 27.53.030. In the event that any archaeological object or archaeological site is knowingly or inadvertently disturbed, the GRANTEE, its successors or assigns shall immediately stop the activity causing the disturbance and make a reasonable effort to protect the archaeological object or archaeological site from further disturbance. The GRANTEE, its successors or assigns shall provide written notification to the SHPO and the Cowlitz Indian Tribe within one (1) working day of the discovery. Within fifteen (15) calendar days of the discovery, the GRANTEE, its successors or assigns shall provide to the SHPO and the Cowlitz Indian Tribe a Draft Site Treatment and Restoration Plan to describe the actions the GRANTEE, its successors or assigns will take to mitigate the damage, restore the site of discovery, and provide for the treatment and disposition of any archaeological resources recovered.
- d. Within thirty (30) calendar days of the SHPO's and Cowlitz Indian Tribe's receipt of notification provided by the GRANTEE, or its successors or assigns pursuant to paragraphs (a), (b), or (c) of this covenant, the SHPO and the Cowlitz Indian Tribe will respond to the GRANTEE, its successors or assigns in writing as follows:
  - i. That the GRANTEE, its successors or assigns may proceed with the proposed undertaking without further consultation; or
  - ii. That the GRANTEE, its successors or assigns must initiate and complete consultation with the SHPO before it can proceed with the proposed undertaking. If the SHPO and the Cowlitz Indian Tribe fail to respond to the GRANTEE's or its successors' or assigns' written notice within thirty (30) calendar days of the SHPO's and the Cowlitz Indian Tribe's receipt of the same, then the GRANTEE may proceed with the proposed undertaking without further consultation.

- e. If the response provided to the GRANTEE, its successors or assigns by the SHPO and the Cowlitz Indian Tribe pursuant to paragraph d.2. of this covenant requires consultation with the SHPO and the Cowlitz Indian Tribe, then all parties will so consult in good faith to arrive at mutually agreeable and appropriate measures that GRANTEE, its successors or assigns will employ to mitigate any adverse effects associated with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE, its successors or assigns and the SHPO mutually agree shall be carried out solely at the expense of GRANTEE, its successors or assigns.
- f. The SHPO and the Cowlitz Indian Tribe shall be permitted at all reasonable times to inspect the Property in order to ascertain its condition and to fulfill their responsibilities hereunder.
- g. In the event that another Indian tribe should request consultation regarding activities described in paragraphs (a), (b), or (c) of this covenant, the GRANTEE, its successors or assigns shall consult with such tribes consistent with Washington state law and ordinances of the GRANTEE.
- h. In the event of a knowing violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to the GRANTEE, its successors or assigns, institute suit to enjoin said violation or to require the restoration of any archaeological site affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with any such suit, including all court costs and attorney's fees.
- i. This covenant is binding on the GRANTEE, its successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the GRANTEE verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in site 45-CL-318 or any other portion of the Property.
- j. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
- k. This covenant shall be a binding servitude upon the Property and shall be deemed to run with the land.
- l. Execution of this Deed shall constitute conclusive evidence that GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

**B. Modifying Land Use Restrictions.**

- 1. The GRANTEE shall prepare Long Term Operation and Maintenance Plans (hereinafter "LTO&M Plans") as required by the Prospective Purchaser Consent

Decree between the GRANTEE and Bonneville Conservation, Restoration, and Renewal Trust, LLC (hereinafter the "BCRRT") and Washington State Department of Ecology (hereinafter "WDOE") filed in the Clark County Superior Court. The LTO&M Plans shall identify any new land use restrictions or appropriate modifications to, or termination of, the land use restrictions established in this Deed based upon additional site characterization and remediation that will be completed pursuant to the Environmental Services Cooperative Agreement (hereinafter "ESCA") between the GRANTOR and the GRANTEE dated July 28, 2006, as modified. The LTO&M Plans must be reviewed by and agreed to by the GRANTOR prior to their submission to WDOE and must be approved by WDOE. Within 30 days of WDOE's approval of a LTO&M Plan, the GRANTOR and the GRANTEE shall prepare an appropriate instrument to revise, as necessary, the land use controls contained in this Deed to be consistent with those specified in the LTO&M Plan. This instrument shall be executed and recorded within 15 days of completion of the preparation of a mutually-satisfactory instrument.

2. Nothing contained herein shall preclude the GRANTEE, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the GRANTOR, such additional action necessary to allow for other less restrictive land use, groundwater, excavation/land disturbance or public access uses of the Property. Prior to such use of the Property, the GRANTEE, its successors or assigns shall consult with and obtain the approval of the GRANTOR, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the GRANTEE's or its successors' or assigns' obtaining the approval of the GRANTOR and, as appropriate, state or federal regulators, or local authorities, the GRANTOR agrees to execute an instrument suitable for recordation in the local land records and modifying, as appropriate, the land use restrictions imposed hereunder. The recordation of any such instrument shall be the responsibility of the GRANTEE, or its successors or assigns and shall be accomplished at no additional cost to the GRANTOR.
3. The GRANTEE, its successors and assigns, shall submit any requests for modifications to the land use restrictions set forth herein to the GRANTOR and the WDOE, by first class mail, postage prepaid, addressed as follows:

GRANTOR: U.S. Army Engineer District. Seattle  
ATTN: CENWS-RE  
3015 NW 54th Street,  
Seattle, WA 98107

WDOE: Washington State Department of Ecology  
Toxics Cleanup Program  
P.O. Box 47600  
Olympia, WA 98504-7600

2. ENVIRONMENTAL PROTECTION PROVISIONS BINDING AND ENFORCEABLE  
The Environmental Protection Provisions in this Deed are binding on the GRANTEE, its successors and assigns and shall be included in subsequent deeds, shall run with the land, and are forever enforceable by the Granter and appropriate regulatory agencies.

3. DISRUPTION OF REMEDIES PROHIBITED

Pursuant to section 120(h)(3)(C)(ii)(II), the GRANTEE covenants and agrees for itself, its successors, and assigns, that it shall not, nor shall it allow its sublessees, tenants, invitees or licensees to engage in activities that will disrupt any remedial investigation, response action, and/or oversight activities on the Property related to hazardous substances or MEC.

4. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

- A. The GRANTEE is hereby notified that due to the former use of the Property as a military installation, the Property may contain MEC. The term "MEC" means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) unexploded ordnance ("UXO"), as defined in 10 U.S.C. § 101(e)(5); (2) discarded military munitions ("DMM"), as defined in 10 U.S.C. § 2710(e)(2); and (3) munitions constituents (e.g. TNT, ROX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard.)
- B. The Property was previously used as an operational range for live-fire training or testing, open burning, and for open detonation of munitions. A munitions response was conducted in 1998 and 2000. Munitions response activities have not been completed. A summary of MEC discovered on the Property is provided in Exhibit G, attached hereto and made a part hereof.
- C. If the GRANTEE, its successors or assigns, any subsequent owner, or any other person should find any MEC on the Property after response activities are completed, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify Local Law Enforcement so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations and the ESCA. This requirement does not apply while conducting munitions response. During such munitions responses, any MEC encountered will be addressed per the procedures outlined in the DDESB-approved explosives safety submission and/or the explosives site plan.
- D. Easement and Access Rights.
  - 1. The GRANTOR reserves a perpetual and assignable easement and right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this Deed. This easement and right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

2. In exercising this easement and right of access, the GRANTOR shall give the GRANTEE or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. The GRANTOR shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE or its successors or assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.
3. The GRANTOR and the GRANTEE agree that if any action of the GRANTOR's officers, employees, agents, contractors of any tier, or servants in the exercise of this right of access results in damage to the Property, the GRANTOR shall, at its sole discretion, either make reasonable repairs to or compensate for such damage. In no event shall such repair, or compensation, exceed the fair market value of the damaged portion of the Property at the time immediately preceding such damage. The GRANTOR's liability under this clause shall be contingent upon the availability of, and shall not exceed, appropriations available for such payment and nothing contained in this Deed may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The GRANTEE covenants and agrees for itself, its successors and assigns that it shall not cause or permit any interference with any munitions response action conducted by the GRANTOR on the Property
- E. The GRANTEE acknowledges receipt of or access to the Administrative Record which contains MEC related documents.
5. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT
  - A. The GRANTEE is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material (hereinafter "ACM") has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.
  - B. The following buildings on the Property have been determined to contain friable asbestos: 1828, 1864, 1930, 1934, 1980, and 4155. The GRANTEE agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the GRANTOR. The GRANTOR has agreed to transfer said buildings to the GRANTEE, prior to remediation or abatement of asbestos hazards, in reliance upon the GRANTEE's express representation and covenant to perform the required asbestos abatement or remediation of the said buildings.



*Sum*

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT/DIVISION:** County Administrator

**DATE:** October 3, 2007

**REQUEST:** Authorize County Administrator to sign an amendment to the License Agreement allowing the Federal Bureau of Investigation to continue to use the firing range at Camp Bonneville by extending the expiration date of said agreement to April 30, 2008.

**CHECK ONE:**   X   Consent      Routine

**BACKGROUND:** The FBI has used a firing range at Camp Bonneville for over a decade. With the transfer of Camp Bonneville to Clark County, and subsequently from the County to the BCRRT, it was necessary to enter into a new agreement allowing the FBI to continue using the firing range. In 2006 the Board of Commissioners approved a license agreement authorizing the FBI to continue using the firing range through October 14, 2007. The agreement allowed the FBI and other law enforcement agencies to use the firing range at no cost and to remediate the firing range at the end of the term of the agreement with a cap on the costs of remediation set at \$400,000. The FBI has requested an extension of the expiration date of said agreement from October 14, 2007 to April 30, 2008. See attached text.

**COMMUNITY OUTREACH:** The project director for BCRRT and the county staff have no objections to this request.

**ACTION REQUESTED:** Authroize the County Administrator to sign the attached amended License Agreement extending the original expiration date from October 14, 2007 to April 30, 2008. All other language of the original agreement stays in place.

**BUDGET IMPLICATIONS:** None

**DISTRIBUTION:**

Jerry Barnett, Dept. of Public Works  
E. Bronson Potter, Prosecutor's Office  
Mike Gage, BCRRT

*Bill Barron*

Bill Barron  
County Administrator

Approved:

*Steve Stein*

CLARK COUNTY BOARD OF  
COMMISSIONERS

Oct. 16, 2007

SR 315-07



CO 07-169

**LICENSE AGREEMENT**  
**BCRRT LLC, Clark County, Washington and**  
**Federal Bureau of Investigation**  
**EXTENSION: October 15, 2007 – April 30, 2008**

This LICENSE AGREEMENT (the "Agreement") is hereby entered into by and between the BCRRT LLC, a Washington limited liability company (BCRRT LLC), Clark County, Washington, and the Federal Bureau of Investigation, through its Portland Field Office (FBI).

**RECITALS**

A. In or about October 1991, the FBI received a permit, Permit No. DACA67-4-92-66 (the "Permit"), from the Department of Army (the "Army") to construct, operate and maintain a handgun range (the "FBI Range") on the Camp Bonneville Military Reservation ("CMBR"). A copy of the Permit, and the amendments to it over time is attached hereto as Exhibit 1. This agreement was approved by the FBI Chief Contracting Officer.

B. The FBI Range consists of a 450' X 600' area to accommodate a 20 to 25 firing point handgun and shotgun range together with vehicle parking area and the right of ingress and egress using established Army roads within the Camp Bonneville Military Reservation.

C. The "Permit" expired on or about October 03, 2006 upon the transfer of the CMBR from the Army to the BCRRT on behalf of Clark County, Washington.

D. The FBI desires to extend this license agreement for the use of the FBI Handgun and Shotgun Range through and until **April 30, 2008**.

E. The CMBR including that portion of the CMBR on which the FBI Range is located will be conveyed by the Army to Clark County, a political subdivision of the State of Washington, and in turn conveyed by Clark County to the BCRRT LLC.

F. The BCRRT LLC has entered into a Prospective Purchaser Consent Decree (PPCD) with the Washington Department of Ecology and will engage in a time critical remediation of the CMBR (the "Remediation Work") which may interfere temporarily from time to time with operations of the FBI Range.

G. Coordination of the Remediation Work with the FBI's use of the FBI Range will require close coordination between the two parties to avoid disruption to either the Remediation Work or the use of the FBI Range. The parties acknowledge and agree that in those instances in which there is a conflict between the Remediation Work and the use of the FBI Range, the Remediation Work shall take precedence and the use of the FBI Range will be delayed, postponed or curtailed as the BCRRT LLC, in consultation with the FBI, determines is necessary.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, agree to be contractually bound hereby:

1. The use and occupation of the FBI Range by the FBI shall be without cost or expense to the BCRRT LLC or Clark County, under the general supervision and subject to the approval of BCRRT LLC which will have immediate jurisdiction over the FBI Range, and subject also to such rules and regulations as the BCRRT LLC may from time to time prescribe, and in accord with Clark County ordinances including, but not limited to, the reasonable hours of use, which are anticipated to be from 7:00\_a.m. to 9:00\_p.m., on Monday through Saturday, excluding national holidays and such other dates as access must be restricted to permit other work on the CBMR to be accomplished..

2. The FBI acknowledges that the CBMR has been used as an artillery and various caliber weapons range in the past, that the CBMR has been determined to need certain remediation work performed and that the use of the CBMR and the FBI Range may involve risk of bodily injury and property damage. The FBI acknowledges and accepts these risks and hereby agrees to and hereby does release, indemnify and hold the BCRRT LLC, CRRT, Clark County harmless to the greatest extent permitted under the law from any and all such bodily injury and property damage arising from or in connection with the use and occupation of the CBMR by the FBI, its invitees, agents, employees and contractors.

3. The FBI shall, at its own expense and without cost or expense to the BCRRT LLC or Clark County maintain and keep in good repair and condition the FBI Range herein authorized to be used.

4. Any interference with or damage to any of the CBMR or property under control of the BCRRT LLC or Clark County incident to the exercise of the privileges herein granted shall be promptly corrected by the FBI to the satisfaction of the BCRRT LLC.

5. The FBI shall pay the cost, as reasonably determined by the BCRRT LLC, of producing and/or supplying any utilities and other services furnished by the BCRRT LLC or through BCRRT LLC facilities for the use of the FBI. Otherwise, there is no obligation to pay rent for the use of the use of the property.

6. That no additions to or alteration of the FBI Range shall be made without the prior consent of the BCRRT LLC

7. That if for any reason it should be deemed necessary or expedient for the BCRRT LLC to perform functions and/or render services which are the responsibility of the FBI, BCRRT LLC may, in lieu of reimbursement, require the FBI to furnish the personnel and/or materials required for the performance of said functions and/or for the



rendering of said services. In addition to furnishing personnel and/or materials, the permittee shall reimburse the BCRRT LLC for any costs incurred by the BCRRT LLC in connection with said functions and/or services, such as for supervision and/or equipment furnished. Selection of such personnel will be subject to the approval of the BCRRT LLC.

8. On or before the date of expiration of this Agreement or its relinquishment by the FBI, the FBI shall vacate the FBI Range, and surrender it to BCRRT in a condition satisfactory to the BCRRT LLC, ordinary wear and tear shall be acceptable. If any remediation or other clean-up of the FBI Range or the CBMR is required by statute, law, regulation or the WDOE or any other governmental agency with jurisdiction over the CBMR due to the activities of the FBI on the FBI Range or elsewhere on the CBMR, then the FBI shall perform or cause such remediation or other clean-up to be performed in a timely fashion as determined by the regulatory agency or the BCRRT LLC as had been agreed upon between the FBI and the Army in the Permit. Prior to providing compensation for any such remediation, FBI will be provided documentation of the costs incurred and work completed once remediation has begun. Such documentation shall be provided to the FBI on a quarterly basis and shall reflect an approximate percentage of the total remediation performed. The FBI's financial responsibility for remediation shall be capped at U.S. \$400,000.00, in the event that required remediation is completed by the September 30, 2008. On a pro-rated basis, the FBI agrees to a 5 percent allowance above the U.S. \$400,000.00 cap for remediation performed after October 1, 2008.

9. The FBI shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the FBI Range, the FBI shall immediately notify the BCRRT LLC, and the site and the material shall be protected by the FBI from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the BCRRT LLC.

10. The FBI shall comply with all applicable Federal laws and regulations, and with all applicable laws, and ordinances, and regulations of the state, country and municipality wherein the FBI Range are located.

11. The FBI shall not discriminate against any person or persons or exclude from participation in the licensee's operations, programs or activities conducted on the permitted FBI Range, because of race, color, religion, sex, age, handicap, national origin or place of residency. The FBI, by acceptance of this permit, hereby gives assurance that it will comply with all applicable federal, state and local law, rules and regulations. This assurance shall be finding on the FBI, its agents, successors, transferees, and assignees.

12. The FBI has the primary right to use subject range and will coordinate access and planned use with the BCRRT LLC

13. Use of the FBI Range shall be by the FBI, FBI invitees, or law enforcement officers approved by the FBI to use the range only. These users will be subject to the range regulations and SOP's in effect during the preceding three years of operation subject to the approval of BCRRT LLC. The FBI, prior to utilization of the Range under this contract shall provide a copy of the range regulations and SOPs for approval by the BCRRT LLC.

14. The FBI is responsible for the protection and continued maintenance of the permitted FBI Range including restoration/repair of any damage or destruction that may occur.

15. This Agreement authorizes the FBI to use only those access roads on the CBMR from the entrance to the CBMR to the FBI Range which are designated by the BCRRT LLC and no other roads on the CBMR.

16. The FBI agrees to abide by any and all land use controls which apply to the CBMR and has reviewed the Deeds by which portions of the CBMR have been conveyed by the Army to Clark County and by Clark County to the BCRRT LLC.

17. This license shall be revocable by either party providing sixty (60) days written notice of revocation to the other party. The FBI's obligations to remediate the property shall survive the revocation of the license.

18. As the ultimate owner of the property, Clark County is a third party beneficiary of this license entitled to enforce its terms and conditions.

IN WITNESS WHEREOF the parties have executed this agreement, effective the date first above set forth.

BCRRT LLC

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

FBI  
By: Maurice V. Taylor  
Name: MAURICE V. TAYLOR  
Title: CONTRACTING OFFICER  
Date: 10/2/2007

ACKNOWLEDGED AND ACCEPTED:

CLARK COUNTY  
By: Bill Barpon  
Name: BILL BARPON  
Title: COUNTY ADMINISTRATOR  
Date: 10/16/07

**Maurice V. Taylor**  
**Contracting Officer**  
**Federal Bureau of Investigation**



License Agreement - Page 4



proud past, promising future

CLARK COUNTY  
WASHINGTON

April 24, 2012

FBI

Attn: Michael Burdick  
1500 SW 1<sup>st</sup> Avenue, Suite 400  
Portland, OR 97201

Dear Mr. Burdick:

Enclosed is an original of the fully-executed Use Agreement between Clark County, Washington, and Clark County Sheriff's Office and Federal Bureau of Investigation regarding the Shooting Range Facilities ("firearms range") at Camp Bonneville.

If you have any questions regarding this, please contact Jerry Barnett, Project Manager, at 360-397-6118, ext. 4969

Sincerely,

Anita Johnson  
Administrative Assistant

aj

1300 Franklin Street • P.O. Box 9810 • Vancouver, WA 98666-9810 • tel: [360] 397-6118 • fax: [360] 397-6051 • www.clark.wa.gov

✓ 321F - PD - C51006 - Bonneville - 9

SSA  
PFI

**USE AGREEMENT**  
**Between**  
**Clark County, Washington**  
**and**  
**Clark County Sheriff's Office**  
**and**  
**Federal Bureau of Investigation**

PW 12-28

This USE AGREEMENT (the "Agreement") is hereby entered into by and between CLARK COUNTY, WASHINGTON and ("County") and the FEDERAL BUREAU OF INVESTIGATION ("FBI").

**RECITALS**

1. **PURPOSE:** The purpose of this USE Agreement, "Agreement" between the Federal Bureau of Investigation (FBI), Clark County, Washington, and the Clark County Sheriff's Office, hereinafter referred to as the "parties," is to define the scope and responsibilities concerning the use of the Shooting Range Facilities, or "Firearms Range" on property owned by Clark County and known as Camp Bonneville.

The Firearms Range consists of approximately a 450' X 600' area designed to accommodate a 20 to 25 firing point handgun and shotgun range. It includes a vehicle parking area, classroom structure, storage facilities, and tower. Access to the Firearms Range is through the right of ingress and egress using established roads within Camp Bonneville.

2. **BACKGROUND:** In or about October 1991, the FBI received a permit, Permit No. DACA67-4-92-66 (the "Permit"), from the Department of Army (the "Army") to construct, operate and maintain a handgun range (the "Firearms Range") on the Camp Bonneville Military Reservation ("CBMR"). A subsequent permit with the Army expired on or about October 14, 2006. Through an agreement executed on or about November 21, 2006 between the FBI, Clark County and the Bonneville Conservation Restoration and Renewal Team (BCRRT), the FBI continued to use the Firearms Range through August, 2008. On November 9, 2011, the BCRRT transferred ownership of Camp Bonneville to Clark County. The Parties now wish to have the FBI return to the Camp Bonneville for the purpose of utilizing the Firearms Range for law enforcement training exercises.

3. **AUTHORITY:** the FBI is entering into this Use agreement under the authority provided by 28 U.S.C. § 533 and 28 C.F.R. 0.85. Clark County is entering into this use agreement under the authority of Titles 36 and Title 39 of the Revised Code of Washington Code (RCW).

4. **SCOPE:** NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree:

- A. The use and occupation of the Firearms Range by the FBI shall be without cost or expense to Clark County or the Clark County Sheriff's office. The FBI and Clark County Sheriff's office shall, in accord with Clark County ordinances utilize the firearms range during the reasonable hours, which are anticipated to be from 7:00 a.m. to 9:00 p.m., on Monday through Saturday, excluding national holidays and such other dates as access may be restricted due to on-going remediation or other work at Camp Bonneville. The use of Firearms Range by the FBI shall be limited to 45 days per calendar year, unless otherwise agreed upon by the County. The use shall be limited to small arms and flash bang diversionary device training.
- B. Subject to the availability of FBI Portland field office discretionary funds, the FBI shall, at its own expense and without cost or expense to Clark County maintain and keep in good repair and condition the Firearms Range herein authorized to be used. This includes periodic maintenance of the septic system, monthly utility costs and services, and proper maintenance of all buildings and related firearms range facilities. The FBI will have no obligation to pay rent or other fees for the use of the property.
- C. This use agreement is not an obligation or commitment of specific funds, nor a basis for the transfer of funds. All prospective funding in support of any improvements, additions, renovations, and general maintenance purposes is subject to annual appropriations made by Congress and the availability of such appropriated funds as determined by FBI Headquarters in Washington, D.C. FBI expenditures will be subject to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties acknowledge that this in no way implies that Congress will appropriate funds for such expenditures. Subject to these limitations, the FBI may install an upgraded turning and moving target system for exclusive use by both the FBI and Clark County Sheriff's Office. The FBI may upgrade, as necessary, the classroom, storage facilities, and range tower. The FBI may also furnish the range with portable equipment such as steel shooting targets, movable barricades, safety gear, and other tools used to facilitate routine law enforcement training for both the FBI and Clark County Sheriff's Office. In consultation with Clark County, and subject to available funding, the FBI will maintain the firearms range, as needed, for the duration of this agreement.
- D. The FBI will make no other additions or alterations to the property without prior consent of Clark County.
- E. The FBI shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are

discovered on the FBI Range, the FBI shall immediately notify Clark County, and the site and the material shall be protected by the FBI from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by Clark County.

- F. The FBI shall comply with all applicable Federal laws and regulations, and with all applicable environmental and noise related laws, and ordinances, and regulations of the state, county and municipality wherein the Firearms Range is located.
- G. The FBI shall not discriminate against any person or persons or exclude from participation in the licensee's operations, programs or activities conducted on the permitted Firearms Range, because of race, color, religion, sex, age, handicap, national origin or place of residency. This assurance shall be binding on the FBI, its agents, employees, invitees and/or guests.
- H. The Firearms Range is for the exclusive use of the FBI, its agents, employees, invitees and/or guests, as well as for the Clark County Sheriff's office, its agents, employees, invitees, and/or guests. Neither Clark County, Clark County Sheriff's office, nor FBI will permit the use of the Firearms Range by another federal, state, or local law enforcement agency, or other third party, absent prior consent by the FBI and Clark County Sheriff's Office.

All users will be subject to the range regulations and the following Standard Operating Procedures (SOPs):

## **5. STANDARD OPERATING PROCEDURES**

- Both the FBI and Clark County Sheriff's Office will require any use of the range to be under the supervision of either an FBI or Clark County Sheriff's Office certified firearms instructor.
- When conducting and sponsoring training courses, the FBI and Clark County Sheriff's office agree it will each provide its own certified firearms instructors.
- The FBI and Clark County Sheriff's Office will ensure the Firearms Range is properly left clean of debris after each use. The proper disposal of brass casings, targets, and trash shall be the responsibility of each user.
- The Parties also agreed to notify each other in the event damage is discovered or sustained to any buildings, facilities or equipment regardless of whether such damage is a result of ordinary use, defect, or negligence.

- On a quarterly basis, the FBI will maintain the scheduling calendar for all events at the Firearms Range. The FBI and Clark County Sheriff's Office will coordinate the scheduling of all events at the Firearms Range. The FBI Principle Firearms Instructor (PFI), or his or her designee, will serve as the primary Point-of-Contact (POC) for all scheduling and maintenance matters.
- At times, the FBI may need to deviate from its pre-set quarterly schedule. The FBI will provide the County with at least 24 hours prior notice of its intent to use the Firearms Range. The FBI will not make use of the Firearms Range without the prior approval of the County.
- In consultation with each other, the FBI and Clark County Sheriff reserves the right to expel from the firearms range any FBI and/or Clark County Sheriff's office agent, employee, invitee, or guest, who violates either the Clark County Sheriff's Office or FBI's safety rules and Firearms Range policy.
- This Agreement authorizes the FBI to use only those access roads on Camp Bonneville from the entrance of Camp Bonneville to the Firearms Range which are designated by Clark County.
- The FBI shall abide by all land use covenants and controls that apply to Camp Bonneville which were conveyed by the United States Department of Defense on September 29, 2006. The County provided a copy of the quit claim deed and its covenants to the FBI.

## **6. LIABILITY & INDEMNIFICATION**

Both the FBI and Clark County acknowledge the use of the Firearms range may involve risk of bodily injury and property damage. The FBI, Clark County, and Clark County Sheriff's Office shall each be responsible for the negligent or wrongful acts, or omissions of its own agents, employees, invitees, and/or guests.

The FBI, as an agency of the United States Government, is self-insured and will, pursuant to the terms and conditions of the Federal Tort Claims Act (Title 28, United States Code § 1346(b) and §§ 2671-2680), hold harmless, indemnify and assume financial responsibility for all claims for personal or property damage, including death, caused by the negligent or wrongful acts of FBI agents or employees acting in the scope of their employment during the possession and use of Firearms Range, as well as any FBI invitees and/or guests who utilize the firearms range under the supervision of the FBI and in accordance with the terms of this Use Agreement.

The parties agree that should a claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, Sections 1346(b) and 2671 et seq., for the negligent and wrongful act and omission by its employees during the performance of assigned duties, the FBI shall be responsible for the investigation and disposition of said claim. The FBI, Clark County, and Clark County Sheriff's Office agree to notify each other of any administrative claim arising out of an activity conducted pursuant to this agreement. Nothing in this paragraph prevents any party from conducting an independent administrative review of the incident giving rise to the claim; however, final disposition of the claim will be handled as provided herein. Both parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to the use of the Firearms Range.

## **7. DUTY TO REMEDIATE**

As previously agreed upon by the parties on or about November 21, 2006 and affirmed in this agreement, the FBI is obligated to remediate the Firearms Range upon the termination or expiration of this agreement, or in the event the FBI terminates use of the Firearms Range. If any remediation or other clean-up of the Firearms Range is required by statute, law, regulation or the Washington Department of Ecology (WDOE) or any other governmental agency with jurisdiction, in whole or in part, due to the activities of the FBI or its invitees on the Firearms Range, then the FBI shall compensate the County for the cost of performing such remediation or other clean-up. Prior to providing compensation for any such remediation, FBI will be provided documentation of the costs incurred and work completed once remediation has begun. Such documentation shall be provided to the FBI on a quarterly basis and shall reflect an approximate percentage of the total remediation performed. The FBI's financial responsibility for remediation shall be capped at U.S. \$400,000. This dollar amount is based on Clark County's current estimate for the cost of environment remediation. Payment shall be made within 90 days of receiving the documentation of the cost of remediation.

## **8. NO THIRD PARTY RIGHTS.**

Nothing in this Use Agreement is intended to confer or does confer any rights, duties, or obligations on any person other than the Parties and, to such limited extent as explicitly noted, their agents, employees, or other associated personnel.

## **9. SETTLEMENT OF DISPUTES**

The Parties will attempt to resolve any disagreements arising under or related to this agreement by consultation between the Parties. If appropriate, the Parties will use



the services of a mediator in an attempt to resolve any ongoing disputes before initiating formal litigation proceedings. To the extent there is no conflict with federal law, the parties further agree the venue for litigating disputes will be the Clark Superior Court, State of Washington.

#### **9. AMENDMENT, TERMINATION, & DURATION**

- A. This lease may be terminated by either party providing sixty (60) days written notice of termination to the other party. The FBI's obligations to remediate the property shall survive the expiration, termination, or revocation of the Use Agreement.
- B. This agreement may be amended by the mutual written consent of the parties' authorized representatives. In the event of such termination, the following rules will apply:
  - 1) The terminating party will continue participation, financial, or otherwise, up to the effective date of termination.
  - 2) Each party will pay the costs it incurs as a result of a termination. The FBI will conduct a cost benefit analysis when determining whether to remove FBI supplied target systems and other property.
  - 3) In the event the FBI opts to remove the supplied target systems and other property, the FBI shall have an additional 60 days after the termination of the agreement to access the property for the purpose of dismantling and transporting the target systems and other property provided by the FBI.
- C. This agreement shall be effective upon the signature of all parties and will remain in effect for five (5) years thereafter.

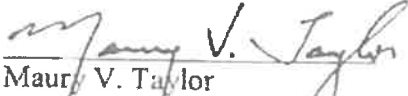
#### **10. FORCE & EFFECT**

This agreement is the complete and exclusive statement of agreement between the parties with respect to the development and use of the Firearms Range located on Camp Bonneville. This agreement supersedes all written and oral proposals and other communications between the parties. All activities of the parties under this agreement will be carried out in accordance with the terms and conditions of this agreement.


REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS WHEREOF the parties have executed this agreement, effective the date first above set forth.

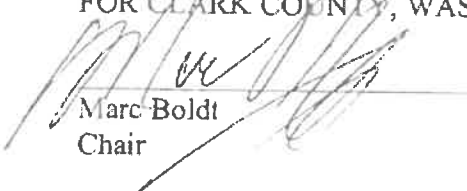
For the FBI:

  
Maury V. Taylor  
Supervisory Special Agent & Contracting Officer  
JEH Building, 935 Pennsylvania Avenue  
Washington D.C. 20535  
Date: 3/21/2012

Maury V. Taylor  
Contracting Officer  
Federal Bureau of Investigation


  
Gregory Alan Fowler  
Special Agent-in-Charge  
Portland Field Office  
Date: 03/20/2012

BOARD OF COUNTY COMMISSIONERS  
FOR CLARK COUNTY, WASHINGTON

  
Marc Boldt  
Chair

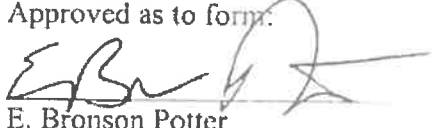
Date: 4-17-12

CLARK COUNTY SHERIFF'S OFFICE

  
Garry E. Lucas  
Clark County Sheriff  
State of Washington

Date: 04/03/2012

Approved as to form:

  
E. Bronson Potter  
Chief Civil Deputy Prosecuting Attorney  
Clark County Prosecutor's Office  
State of Washington

Date: 3/27/12

Clark County, Washington  
and  
Clark County Sheriff's Office  
and  
Federal Bureau of Investigation  
Use Agreement

Addendum # 1

This Addendum modifies a Use Agreement (Agreement) dated April 17, 2012, between Clark County, Washington, Clark County Sheriff's Office and the Federal Bureau of Investigation (FBI), hereinafter referred to as the "parties", to define the scope of work and responsibilities of the parties concerning FBI funding for improvements to the Shooting Range Facilities, or "Firearms Range" (Facility) on property owned by Clark County and known as Camp Bonneville (Premises). This Amendment consists of 3 Revisions, each numbered separately. For ease of review, affected paragraphs or subsections are enumerated with new language shown in bold. Topic headings are shown as they appear in the original document, typically in bold face type.

Revision 1: The following language is to be added to the section 4(C) of the Agreement:

**4. SCOPE:**

**C. The FBI hereby agrees to provide to Clark County sum of money not to exceed One Hundred Fifty Thousand (\$150,000) for range improvements as consideration for and in lieu of the FBI paying to Clark County a user fee on those days and dates that the FBI will conduct firearms training at the Premises. Clark County agrees that expenditures involving FBI provided funding will have the concurrence and approval from the Portland Division FBI Special Agent in Charge (SAC) and the Principal Firearms Instructor (PFI). The County's obligation to make the improvements is contingent upon the parties agreeing to the improvements to be made and the funding being sufficient to complete the improvements. The County shall be entitled to a project management fee in an amount to be agreed upon. The fee shall be paid from the funding provided by the FBI. All funding shall be provided after the parties agree on the improvements to be made but in advance of work being performed.**

Revision 2: The following language is to be added to section 9(C) of the Agreement:

**9. AMENDMENT, TERMINATION AND DURATION**

**C. This Addendum shall be effective upon the signature of all parties to Addendum # 1 and, contingent upon the improvements being made, will remain in effect for ten (10) years thereafter. In the event that the improvements are not made, the original Agreement**


shall remain in full force and effect.

Revision 3: The following language is to be added to the end of the Agreement:

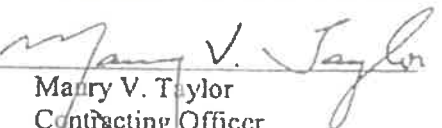
#### 10. FORCE AND EFFECT

The parties acknowledge that they will need to reach a future agreement on the exact improvements to be made, the cost of the improvements, the date to complete the improvements and the amount of the project management fee. All other terms and conditions of the Use Agreement remain in full force and effect and will be carried out in accordance with the terms and conditions of the Use Agreement. Nothing in this Addendum or the Use Agreement is intended to create, nor does it create, an enforceable legal right or private right of action until the contingencies specified herein are satisfied. The foregoing represents the understandings reached between the FBI, Clark County, Washington and Clark County Sheriff's Office upon the matters referred to herein.

#### FEDERAL BUREAU OF INVESTIGATION

By:   
Gregory Alan Fowler  
Special Agent in Charge,  
FBI Portland Division


Date 12/17/2012

By:   
Maury V. Taylor  
Contracting Officer  
FBI Headquarters, Washington, DC

Date 9/20/2012

Maury V. Taylor  
Contracting Officer  
Federal Bureau of Investigation

#### BOARD OF COUNTY COMMISSIONERS FOR CLARK COUNTY, WASHINGTON

By:   
Marc Boldt  
Chair

Date 12/18/12

#### CLARK COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Garry E. Lucas  
Clark County Sheriff  
State of Washington

Date \_\_\_\_\_

shall remain in full force and effect.

Revision 3: The following language is to be added to the end of the Agreement:

**10. FORCE AND EFFECT**

The parties acknowledge that they will need to reach a future agreement on the exact improvements to be made, the cost of the improvements, the date to complete the improvements and the amount of the project management fee. All other terms and conditions of the Use Agreement remain in full force and effect and will be carried out in accordance with the terms and conditions of the Use Agreement. Nothing in this Addendum or the Use Agreement is intended to create, nor does it create, an enforceable legal right or private right of action until the contingencies specified herein are satisfied. The foregoing represents the understandings reached between the FBI, Clark County, Washington and Clark County Sheriff's Office upon the matters referred to herein.

**FEDERAL BUREAU OF INVESTIGATION**

By: \_\_\_\_\_

Date \_\_\_\_\_

Special Agent in Charge,  
FBI Portland Division

By:  \_\_\_\_\_

Date 9/20/2012

Maury V. Taylor  
Contracting Officer

Maury V. Taylor  
Contracting Officer  
FBI Headquarters, Washington, Federal Bureau of Investigation

**BOARD OF COUNTY COMMISSIONERS FOR CLARK COUNTY, WASHINGTON**

By: \_\_\_\_\_

Date \_\_\_\_\_

Marc Boldt  
Chair

**CLARK COUNTY SHERIFF'S OFFICE**

By:  \_\_\_\_\_

Date 12/18/2012

Garry B. Lucas  
Clark County Sheriff  
State of Washington

Approved as to form only:

By:  \_\_\_\_\_  
Deputy Prosecuting Attorney

# Clark County Procurement Thresholds and Processes

Effective July 22, 2007

"Purchasing goes to Ricci"

Type of Purchase	Dollar Amount	Process/Requirements	To Start	Approval Level
Goods, Materials and Equip.	\$5,000 or Less <small>(does not include tax)</small>	Direct Purchase Price check recommended for unfamiliar products	Department enters PO	Department Manager
If value is - including tax	>\$5,000- \$25,000	Request for Quote requires using the list of vendors/supplier from the commodity field in the Vendor Registration (minimum requirement)	Department enters PO with attached quotes	Purchasing Manager
If value is - including tax	>\$25,000	Sealed Bid Purchasing to advertise	Department contacts Purchasing	BOCC
Public Works (Construction/ labor)	\$5,000- <\$10,000 <small>(include tax)</small>	3 telephone quotes (Small Works Roster not required) prevailing wage required	Department enters PO with attached quotes	Purchasing Manager
PW Small Works Roster  "Limited" Small Works Roster	\$10,000- <\$35,000 <small>(include tax)</small>	Limited public works process as defined by RCW 39.04.155(3): Selection from small works roster required; <b>Purchasing</b> will select from the entire roster for the particular trade or category on the Small Works Roster. <b>prevailing wage required</b>	Department enters Purchase Order using a *commodity code (cc) of 968.99 for Small Works	General Services Director
Public Works "Small Works" Roster	\$35,000 - \$300,000 <small>(include tax)</small>	Formal sealed quotes <b>prevailing wage required</b>	Department contacts Purchasing/*cc	General Services Director
Sealed Bid	>\$300,000 <small>(include tax)</small>	Sealed bid; Purchasing to advertise <b>prevailing wage required</b>	Department contacts Purchasing/*cc	BOCC
Professional Services Agreements	\$5,000 - \$25,000 <small>(inc. tax if any)</small>	Request for Quote required using the list of vendors/supplier from the commodity field in the Vendor Registration (contract required)	Department contacts Purchasing	County Administrator
	>\$25,000 <small>(inc. tax if any)</small>	RFP/RFQ process; Purchasing to advertise; matrix/staff report/pre-consent and contract required.	Department contacts Purchasing	BOCC
Engineer/ Surveyor/ Architect	No limit	Purchasing – Consultant Database	Department Contacts Purchasing	<25K – County Administrator >25K - BOCC

Note: If written quotes require more space than is available in the 'quote fields'... include the written quotes as an attachment (paper clip) in Oracle. Call Purchasing if you need directions.

## Certificate Of Completion

Envelope Id: 193857E5-1752-47C4-A045-53879D506FEE

Status: Completed

Subject: RUSH!! DUE BY 8/6!! Complete with Docusign: PW25-200 Camp Bonneville FBI Agreement.pdf

Source Envelope:

Document Pages: 38

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 3

Chresta Larson

AutoNav: Enabled

1300 Franklin St

Envelopeld Stamping: Enabled

Vancouver, WA 98660

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Chresta.Larson@clark.wa.gov

IP Address: 64.4.181.38

## Record Tracking

Status: Original

8/4/2025 11:38:35 AM

Holder: Chresta Larson

Chresta.Larson@clark.wa.gov

Location: DocuSign

## Signer Events

Chresta Larson

chresta.larson@clark.wa.gov

Security Level: Email, Account Authentication  
(None)

## Signature



Signature Adoption: Pre-selected Style  
Using IP Address: 64.4.181.38

## Timestamp

Sent: 8/4/2025 11:47:37 AM

Viewed: 8/4/2025 11:47:56 AM

Signed: 8/4/2025 11:48:04 AM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jennifer E. Coker, PE

jennifer.coker@clark.wa.gov

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 24.22.98.49

Sent: 8/4/2025 11:48:05 AM

Viewed: 8/7/2025 9:48:18 AM

Signed: 8/7/2025 4:55:18 PM

## Electronic Record and Signature Disclosure:

Accepted: 8/7/2025 4:54:33 PM

ID: f7cd790b-3841-420c-be7a-542b9d12f2de

Kenneth A Lader

ken.lader@clark.wa.gov

Public Works Director

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Uploaded Signature Image  
Using IP Address: 64.4.181.38

Sent: 8/4/2025 11:48:06 AM

Viewed: 8/4/2025 4:09:32 PM

Signed: 8/4/2025 4:14:28 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/20/2019 2:45:06 PM

ID: 3037acb5-08a7-41e1-a68c-d404beb2864c

Kevin A. McDowell

kevin.mcdowell@clark.wa.gov

Deputy Prosecuting Attorney

Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 64.4.181.35

Sent: 8/4/2025 11:48:06 AM

Viewed: 8/4/2025 12:01:24 PM



Signed: 8/4/2025 12:03:21 PM

## Electronic Record and Signature Disclosure:

Accepted: 8/4/2025 12:01:24 PM

ID: 5d8c1db5-09e9-440d-b873-dade46f3d717



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Sherry Villafane sherry.villafane@clark.wa.gov PW Finance Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.184.5	Sent: 8/4/2025 11:48:06 AM Viewed: 8/5/2025 10:03:55 AM Signed: 8/5/2025 12:17:20 PM
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b> Amy Arnold amy.arnold@clark.wa.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Status</b> <div data-bbox="568 1123 852 1186">COPIED</div>	<b>Timestamp</b> Sent: 8/7/2025 4:55:20 PM Viewed: 8/7/2025 4:56:26 PM
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		



## **CONSUMER DISCLOSURE**

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Clark County, WA:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov)

**To advise Clark County, WA of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address.

We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Clark County, WA**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Clark County, WA**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.