

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
**240 NW Vancouver Ave.**  
**Stevenson, WA 98648**  
**Agenda for January 10<sup>th</sup>, 2023**

**Commissioner meetings are open to public attendance with limited available seating. If you would like to attend remotely, you may do so by using ZOOM with the following numbers:**

**To Join with Audio Only:**

**1 346 248 7799 US**                      1 312 626 6799 US  
 1 646 558 8656 US                      1 669 900 9128 US  
 1 301 715 8592 US

**Meeting ID: 889 0632 1210**

**Join Zoom Meeting - <https://us02web.zoom.us/j/88906321210>**

**WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. Email comments to:**

**[sackos@co.skamania.wa.us](mailto:sackos@co.skamania.wa.us) When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.**

**Tuesday, January 10<sup>th</sup>, 2023**

9:00 AM              Staff Reports

9:30 AM              Call to Order  
 Pledge of Allegiance  
 Public Comment (3 minutes)

Consent Agenda Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval.

1. Resolution 2023-02, Updating the Skamania County Community Action Plan.
2. Contract amendment with Department of Ecology for community litter cleanup activities.
3. Contract renewal with Washington State University Extension for cooperative extension services for Skamania County in 2023.
4. Contract with Skamania County Economic Development Council for CFM position.
5. Contract renewal with Senior Services, Inc. of North Bonneville to operate and maintain a senior service center in North Bonneville.
6. Application from Skamania County to use .09 funds for the 2023 contract with Skamania County Economic Development Council to promote and support economic development.
7. Application from Skamania County to use .09 funds for Mid-Columbia Economic Development District local assessment for fiscal year July 1, 2022, to June 30, 2023.
8. Contract with Underwood Conservation District to provide natural resource technical assistance, workshops, and services to Skamania County landowners and residents.
9. Contract with Washington Gorge Action Programs to provide operation of a food bank in Stevenson, WA for 2023.

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 Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at [www.skamaniacounty.org](http://www.skamaniacounty.org) on the Commissioners web page. If necessary, the Board may hold executive sessions on scheduled meeting days. \Board of Commissioner meetings are recorded, and audio may be heard at [www.skamaniacounty.org](http://www.skamaniacounty.org)

10. Memorandum of Agreement with Evergreen Forest County Group for public land, environment and natural resources work by Robert K. Weidner on behalf of Skamania County in Washington D.C.
11. Contract with Skamania County Domestic Violence Council to provide domestic violence and sexual assault assistance and counseling to residents of Skamania County.
12. Contract renewal with Monique Adams, LCSW, LLC to provide mental health crisis and clinical services.
13. Contract with Infrastructure Software Services for software support for the Skamania County Senior Services financial database.
14. Contract with Rainier Amusements, LLC to provide a carnival for the 2023 Skamania County Fair.
15. Contract with Wind River Trust for 2023 lodging tax funds to promote tourism.
16. Contract with Skamania County Public Works for 2023 lodging tax funds to promote tourism and dock replacement.
17. Contract with Skamania County Community Events and Recreation for 2023 lodging tax funds to promote tourism.
18. Contract with the Skamania County Fair Board for 2023 lodging tax funds to promote tourism.
19. Contract with Wind River Business Association for 2023 lodging tax funds to promote tourism, Logtoberfest.
20. Contract with Wind River Business Association for 2023 lodging tax funds to promote tourism, Carson events.
21. Contract with Columbia Gorge Interpretive Center for 2023 lodging tax funds to promote tourism.
22. Contract with Columbia River Poultry Club for 2023 lodging tax funds to promote tourism.
23. Contract with Columbia Area Transit for 2023 to promote tourism.
24. Contract with Skamania County Chamber of Commerce for 2023 lodging tax funds to promote tourism.
25. Appointment of Jeremy Crane as a Public Representative to the Homeless Housing Council.
26. Authorization to fill vacant position of Deputy Clerk Criminal Court Clerk II.

Voucher Approval

Payroll Approval

New job description and set salary at range 21 for Public Works Administrative Office Lead.

**Walk-In Item** - Approval to return oversight of Community Development Department to the Public Works Director.

Meeting Updates

10:00 AM Department Head Reports

Adjourn  
Lunch

1:30 PM Board of Health

Adjourn

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Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at [www.skamaniacounty.org](http://www.skamaniacounty.org) on the Commissioners web page. If necessary, the Board may hold executive sessions on scheduled meeting days. \Board of Commissioner meetings are recorded, and audio may be heard at [www.skamaniacounty.org](http://www.skamaniacounty.org)

**RESOLUTION 2023-02**

(Updating the Skamania County Community Action Plan)

**WHEREAS**, RCW 36.01.085 authorizes the Counties to engage in economic development programs; and

**WHEREAS**, local governmental bodies within the region need to coordinate their community development strategies and efforts in order to maximize local opportunities and to minimize the public cost of development; and

**WHEREAS**, the Skamania County Community Strategic Plan was developed with public participation and is reviewed quarterly by the Skamania County Community Action Team; and

**WHEREAS**, Skamania County participated in the Action Plan update as a member of the Community Action Team that solicited public input and participation in community development planning to identify community goals, values, needs and economic development goals; and

**WHEREAS**, a document called “Skamania County Community Action Team Priority Project List”, updated December 28, 2022 (hereinafter referred to as “the Plan”), a copy of which is attached hereto as Exhibit A, was adopted by the Skamania County Community Action Team; and

**NOW THEREFORE, BE IT RESOLVED**, that the Skamania County Board of Commissioners accepts and endorses the amended goals and objectives of the Community Strategic Plan and the Action Plan; and

**BE IT FURTHER RESOLVED** that the plan shall serve as a guideline to be used in future development efforts by Skamania County.

**PASSED IN REGULAR SESSION this 10th day of January 2023.**

**ATTEST:**

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**T.W. Lannen, Chairman**

\_\_\_\_\_  
**Lisa Sackos, Clerk of the Board**

\_\_\_\_\_  
**Richard Mahar, Commissioner**

**Approved as to form only:**

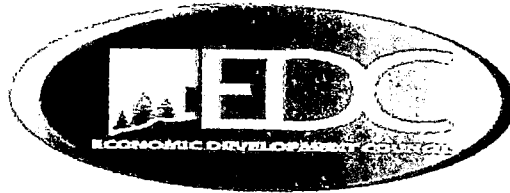
\_\_\_\_\_  
**Asa Leckie, Commissioner**

\_\_\_\_\_  
**Adam Kick, Skamania County Prosecuting Attorney**

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

Skamania County Community Action Team  
Priority Project List  
December 28, 2022

Project	Sponsor
1. <u>Cascades Business Park</u>	<u>Port of Skamania</u>
2. <u>Cascade Ave Improvement</u>	<u>City of Stevenson</u>
3. <u>City of North Bonneville Lift Station Replacement</u>	<u>City of North Bonneville</u>
4. <u>Carson Water Treatment</u>	<u>Skamania PUD</u>
5. <u>Underwood Reservoir</u>	<u>Skamania PUD</u>
6. <u>First Street Overlook</u>	<u>City of Stevenson</u>
7. <u>Transient Docks - Boat Launch</u>	<u>Port of Skamania</u>
8. <u>Wind River Boat Launch Docks</u>	<u>Skamania County</u>
9. <u>High Bridge Park</u>	<u>Skamania County</u>
10. <u>Stevenson Fire Station</u>	<u>City of Stevenson</u>
11. <u>Columbia Ave Re-alignment</u>	<u>City of Stevenson</u>
12. <u>Home Valley Park – well and field upgrades</u>	<u>Skamania County</u>
13. <u>Stevenson Broadband Project</u>	<u>City of Stevenson</u>
14. <u>Stevenson Wastewater system- Public Infrastructure</u>	<u>City of Stevenson</u>
15. <u>Stevenson Landing Upgrade and Improvements</u>	<u>Port of Skamania</u>
16. <u>Stevenson – Upper Russell Upgrades</u>	<u>City of Stevenson</u>
17. <u>Courthouse Park Plaza</u>	<u>City of Stevenson</u>
18. <u>County Communication System Upgrade</u>	<u>Sheriff's Office</u>



SKAMANIA COUNTY

PO Box 436 - Stevenson, WA 98648 - 509-427-5110

January 3, 2023

Skamania County Commissioners  
Skamania County Courthouse  
P. O. Box 790  
Stevenson, WA 98648

RE: Community Action Plan Resolution

Dear Commissioners,

Please find attached the Community Action Plan that was finalized December 28, 2022. We look forward to the Commissioners adopting the updated plan.

Please feel free to contact me at 509-427-5110 or via email at [kwaters@skamania-edc.org](mailto:kwaters@skamania-edc.org) if you have any questions.

Sincerely,

Cindy Bradley  
Finance Manager

Enc.

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number: SMWCLCP-2123-SkCoSO-00046

2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment

3. Contractor Information: Contractor: Dept of Ecology  
 Contact Person: Ariona  
 Title: Regional Project Officer  
 Address: PO Box 47775  
 Address: Olympia, WA 98504-7775  
 Phone: 360-407-6351

4. Brief description of purpose of the contract and County's contracted duties:  
 Community litter cleanup activities using work crew inmates. This amendment de obligates \$35,534.00 that cannot be billed out to the contract due to jail staffing shortages.

5. Term of Contract: From: 7/1/21 – 6/30/23

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners
  - Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
  - Formal Sealed Bid Process (Purchase is over \$25,000)
  - This contract was awarded under RCW \_\_\_\_\_ or Skamania County Code \_\_\_\_\_
- Please provide a summary of the competitive process by which this contract was awarded  
 Or the exemption and why it applies.
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Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)


7. Budget Committed in Current Year: \$  
 Amount Not Budgeted in Current Year: \$      Source:  
 Total Non-County Funds Committed: \$12,000.00      Source: Dept of Ecology  
 Total County Funds Committed: \$  
 TOTAL FUNDS COMMITTED: \$12,000.00

8. County Contact Person: Name: David S. Brown  
 Title: Sheriff

9. Department Approval:   
 Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Skamania County Sheriff	
	Department	Signature
<b><u>AGENDA DATE</u></b>	<u>1/10/2023</u>	
<b><u>SUBJECT</u></b>	DOE Grant SWMCLCP- 2123-SkCoSO-00046	
<b><u>ACTION REQUESTED</u></b>	<u>Authorize Amendment</u>	

**SUMMARY/BACKGROUND**

Using work crew inmates to accomplish litter cleanup program activities for the Dept. of Ecology. Amendment de obligates \$35,534.00 in funding that cannot be billed out to the contract due to jail staffing shortages.

**FISCAL IMPACT**

\$ 12,000 income from DOE

**RECOMMENDATION**

Authorize Amendment

**LIST ATTACHMENTS**

Face Sheet  
Amendment x 2



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**AMENDMENT NO. 1**  
**TO AGREEMENT NO. SWMCLCP-2123-SkCoSO-00046**  
**BETWEEN**  
**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**  
**AND**  
**Skamania Sheriff's Office**

**PURPOSE:** To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Skamania Sheriff's Office (RECIPIENT) for the Skamania Co SO (PROJECT).

This amendment will decrease the agreement total eligible cost by \$35,534 from the original grant total of \$48,000. De-obligation is occurring due to the fact that the county was short-staffed and didn't have the supervisors or inmates to take litter crews out.

After the amendment, the remaining total of the grant will be \$12,466.00.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 56,450.00 Amended: 20,916.00

Total Eligible Cost:

Original: 48,000.00 Amended: 12,466.00

**CHANGES TO THE BUDGET**

**Funding Distribution EG210333**

Funding Title: Skamania Co SO

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Waste Reduction, Recycling, and Litter Control Account (WRRLCA) 2123

Fund: FD

Type: State

Funding Source %: 100%

Description: Community Litter Cleanup Program



Approved Indirect Costs Rate: Approved State Indirect: 0%  
 Recipient Match %: 0%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

Skamania Co SO	Task Total
Litter Pickup and illegal Dump Cleanup	\$ 12,466.00

**Total: \$ 12,466.00**

**CHANGES TO SCOPE OF WORK**

Task Number: 1 Task Cost: \$12,466.00

Task Title: Litter Pickup and illegal Dump Cleanup

Task Description:

The RECIPIENT will supervise an adult inmate crew consisting of 3-6 inmates, in and out-of-custody, from the Skamania County Jail. The litter crew works 9 hours a day at least 1 day a week. Inmates will pick up litter from public recreation areas, shorelines, roadsides, and forest service roads with illegal dumping issues. Inmate crews will separate items for recycling.

At illegal dumpsites, the crew transports the material to the county transfer station for separation and disposal. Any information, such as names and addresses pertaining to the dumped material, is assigned to a Skamania County Deputy for follow up investigation. Any person(s) found responsible may be prosecuted. Work crew supervisors teach crewmembers to retrieve any evidence found at illegal dumpsites to assist with prosecution. At large dumpsites, the RECIPIENT will use their equipment to clean up the site.

The RECIPIENT will coordinate scheduled cleanup in partnership with the Washington State Department of Transportation (WSDOT) and Ecology Youth Corps (EYC) to avoid duplication of effort.

The RECIPIENT is responsible for all safety training in compliance with WSDOT and county road safety guidelines and ensuring that proper equipment is used. Signs and cones will be used to ensure the safety of workers in areas with traffic.

Eligible costs include:

- Supervisor salaries and benefits
- Equipment, tools and supplies
- Vehicle fuel and maintenance (Note: you may not charge for general equipment rental and revolving fund ER&R charges. Refer to CLCP Guidelines for details.)
- Training costs with approval
- Disposal costs
- Administrative costs (not to exceed 10% of total grant amount)

Task Goal Statement:

To keep Skamania County litter-free and safe for citizens and wildlife, and to maintain an appealing landscape for the many tourists and visitors that recreate in the county every year. This is achieved by cleaning county roads, state highways, and illegal dumpsites throughout Skamania County. This includes cleaning hiking trails, fishing spots, campsites, and snow parks.

Task Expected Outcome:

- 250 miles of road, 20 acres of public lands, and 15 illegal dumpsites cleaned.
- 6,000 pounds of litter, 5,000 pounds of illegal dump material, and 3,000 pounds of material recycled.
- 600 supervisor hours and 1,100 crew hours worked.

Recipient Task Coordinator: Sgt Barnett

**Deliverables**

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Skamania Co SO	0 %	\$ 0.00	\$ 12,466.00	\$ 12,466.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 12,466.00</b>	<b>\$ 12,466.00</b>

**AUTHORIZING SIGNATURES**

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 12/01/2022.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

Skamania Sheriff's Office

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

By:  \_\_\_\_\_ 12-20-22

Laurie Davies  
Solid Waste Management  
Program Manager  
Date

David Waymire  
Chief Deputy  
Date

Template Approved to Form by  
Attorney General's Office

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
T.W. Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

\_\_\_\_\_  
Asa Leckie, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number 2023

Contract Status: (Check appropriate box)      Original       Renewal      Amendment

2. Contractor Information:      Contractor:      Washington State University Extension  
   Contact Person:      Lisa L. Bruce  
   Title:  
   Address:      405D Hulbert Hall, PO Box 646241  
   Address:      Pullman, WA 99164-6241  
   Phone:      (509) 335-4796  
   Email:      lisa-bruce@wsu.edu

3. Brief description of purpose of the contract and County’s contracted duties: To provide Cooperative Extension Services for Skamania County.

4. Term of Contract:      From: January 1, 2023      To: December 31, 2023

5. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners  
Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)  
Formal Sealed Bid Process (Purchase is over \$25,000)  
Other Exempt (explain and provide RCW) \_\_\_\_\_

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

<input type="checkbox"/>
<input type="checkbox"/>

Small Works Roster (PW projects up to \$200,000)  
Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

6. Budget Committed in Current Year:      \$ 52,017  
Amount Not Budgeted in Current Year      \$ -0-      Source: 0010.360 External Services  
Total Non-County Funds Committed:      \$ -0-      Source: \_\_\_\_\_  
Total County Funds Committed:      \$  
TOTAL FUNDS COMMITTED:      \$ 52,017

7. County Contact Person:      Name: Lisa Sackos sackos@co.skamania.wa.us  
   Title: Clerk of the Board

8. Department Approval:        
Department Head or Elected Official Signature

9. Special Comments: \_\_\_\_\_

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	WSU Extension <u>Debbie Sloan</u> Signature
<b><u>AGENDA DATE</u></b>	January 10, 2023
<b><u>SUBJECT:</u></b>	2023 Contract to provide Cooperative Extension services
<b><u>ACTION REQUESTED</u></b>	Approve 2023 Contract

**SUMMARY/BACKGROUND** Under a Memorandum of Agreement with Skamania County, WSU Extension provides Cooperative Extension Services for Skamania County.

**RECOMMENDATION**

Please sign 2023 Memorandum of Agreement with Washington State University Extension to provide Cooperative Extension Services for Skamania County

**LIST ATTACHMENTS**

Contract Facesheet  
Agenda Commentary  
2023 Contract  
Exhibits A and B

**SERVICE CONTRACT  
2023  
BETWEEN SKAMANIA COUNTY  
WASHINGTON STATE UNIVERSITY EXTENSION**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the “**COUNTY**”, and **WASHINGTON STATE UNIVERSITY EXTENSION**, hereinafter referred to as the “**CONTRACTOR**”,

**WITNESSETH THAT:**

**1. AUTHORITY TO CONTRACT.**

- A.** The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR’S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings regarding this contract, such as modifications, amendments, or change orders.
- B.** The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C.** The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is the Chair, Skamania County Board of Commissioners. Changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.**

- A.** The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman’s Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR’S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract, except as stated in Attachment A; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B.** The **CONTRACTOR** represents that it can provide the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

**3. SERVICES TO BE RENDERED.**

- A.** The work to be performed by the **CONTRACTOR** consists of those services that are described in the contract documents marked Attachment A, consisting of a total of one (1) pages, attached hereto, and by this reference incorporated herein.
- B.** Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders



affecting the total contract price must be signed by the Board of Commissioners for the COUNTY.

4. **TERMS OF CONTRACT.**

The contract shall begin on January 1, 2023 and terminate on December 31, 2023 PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon sixty (60) days written notice.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the CONTRACTOR shall not exceed \$52,017, including Washington sales tax, and shall be paid as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made semi-annually. Payment is due within thirty (30) days of submission of accepted detailed invoice. An oral report shall be submitted to the County as set forth in Attachment 1. **The final invoice for December 2023 must be received no later than December, 2023.**
- C. The CONTRACTOR agrees that funds received from the COUNTY can be expended for only public purposes and the CONTRACTOR will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the COUNTY detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. **INSURANCE.**

WSU represents and warrants that both WSU, and WSU Principal Investigator as WSU's employee, are currently covered by the State of Washington Self-Insurance Liability Program, as further set forth in Attachment B. WSU further agrees that it will maintain and keep current such policy or policies for the entire duration of the project.

7. **INDEMNIFICATION.**

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

**9. ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

**10. EQUAL EMPLOYMENT OPPORTUNITY.**

- A. The **CONTRACTOR** shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provisions of services.
- B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:
1. Deny an individual any services or other benefits provided under this agreement
  2. Provide any service(s) or other benefits to an individual which are different or are provided in a different manner from those provided to others under this agreement.
  3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
  4. Deny an individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age or disability.

**11. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN.**

In the event of the **CONTRACTOR'S** noncompliance of refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

**12. DISPUTES.**

(Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. Be in writing; and
- B. States the disputed issues; and
- C. States the relative positions of the parties; and
- D. States the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and

- E. Be mailed to the Board of Commissioners, P.O. Box 790 Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

**13. WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

**14. DEFAULT/TERMINATION/DAMAGES.**

- A. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** sixty (60) days written notice, of the **COUNTY'S** intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall, at the option of the **COUNTY**, become the **COUNTY'S** property. The **CONTRACTOR** shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the **CONTRACTOR** is determined to be in default of this contract the **COUNTY** shall be entitled to damages, computed by subcontracting from the cost to the County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the **COUNTY** may withhold any payments owed to the **CONTRACTOR** for the purposes of set off until such time as the exact amount of damages can be computed.

**15. NON-DEFAULTING TERMINATION.**

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the **COUNTY** from federal or state agencies and, in the event said grant monies should for any reason not be received by the **COUNTY** or should be terminated by the granting agency, then this contract shall terminate without damages to either party. **PROVIDED THAT** the **CONTRACTOR** shall be entitled to be paid for the work performed to date to the extent the **COUNTY** is entitled to receive reimbursement for any such payment; and, in that regard, the **CONTRACTOR** agrees that is understands the **COUNTY'S** source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party sixty (60) days written notice of said termination.

**IN WITNESS WHEREOF**, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CONTRACTOR** has caused the same to be duly executed on its behalf.

**DATED:** \_\_\_\_\_, **2023**.

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**T.W. Lannen, Chairman**

\_\_\_\_\_  
**WSU Extension**

\_\_\_\_\_  
**Richard Mahar, Commissioner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Asa Leckie, Commissioner**

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

  
\_\_\_\_\_

\_\_\_\_\_

**Adam Kick, Prosecuting Attorney**

**Lisa Sackos, Clerk of the Board**

**ATTACHMENT "A"**  
**2023 SERVICE CONTRACT**  
**BETWEEN WASHINGTON STATE UNIVERSITY EXTENSION**  
**AND SKAMANIA COUNTY**

It is recognized by both parties that the \$52,017 in County funds for this contract are to be used to provide Skamania County citizens with educational programs and support in the Extension program areas of Agriculture and Natural Resources, and youth and family 4-H.

In consideration of \$52,017 budgeted for Extension services, the Contractor shall provide the following services to Skamania County:

Under the terms of this agreement, Skamania County will:

- A. Pay the amount agreed upon semi-annually to Washington State University for Extension education services to be rendered in Skamania County.
- B. Pay the semi-annual invoice voucher from Washington State University within 30 days of receipt. Invoice to be for ½ (one-half) of the contract amount.
- C. Furnish a desk, chair and adequate office space for the 4-H Coordinator and County Extension Director.
- D. Furnish two desktop computers with monitors.
- E. Provide funding in the opinion of Skamania County Commissioners that will be adequate to carry out WSU Extension education programs for citizens of the County.
- F. Provide funding in the opinion of Skamania County Commissioners for the following:
  1. Communications - \$150.00
  2. Computer/Server Replacement Fees - \$354.00
  3. Utility Charges - \$2,540.00

Under the terms of this agreement, Washington State University will:

- A. Provide an invoice to the COUNTY for ½ (one-half) of the contracted services semi-annually.
- B. Provide the COUNTY the expertise of WSU Extension employees, to provide educational programs and support in the WSU Extension program areas of Agriculture and Natural Resources, and youth and family 4-H.
- C. The Extension Director shall allocate 20% (twenty percent) of their time to attend Skamania County Extension needs.
- D. The Extension Director will give an oral report of updates to the Board of County Commissioners the 4<sup>th</sup> (fourth) Tuesday of each month, during their regular business meeting.

**ATTACHMENT "B"**  
**2023 SERVICE CONTRACT**  
**BETWEEN WASHINGTON STATE UNIVERSITY EXTENSION**  
**AND SKAMANIA COUNTY**

Self-Insurance Liability Program (SILP)

WSU's liability for the negligent acts of its employees is covered through the State of Washington Self-Insurance Liability Program (RCW 4.92 et. Seq.) administered by the State in Olympia. The coverage only applies when non-University employees (or their property) are injured/damaged by the negligence of a WSU employee or agent. In order for the coverage to apply, the employee or agent must have been acting in good faith on behalf of WSU and within the scope of the duties assigned to the individual by WSU at the time of loss occurs. WSU pays a substantial premium for this policy based on a five-year claim history. Examples of coverage include:

- **General Liability, including Auto Liability** Covers injury or damage to a person who is not employed by the University or to non-WSU property. The injury or damage must be caused by the negligence of WSU, its employees or agents.

- **Professional Malpractice** for faculty, staff, volunteers and students performing clinical practice on-campus. (Note: Students performing clinical practice off campus are not covered but may purchase their own separate professional liability student insurance.)

The SILP coverage:

- **Pays tort-claim judgement and settlements.**

- **Defends and indemnifies employees and authorized agents when sued personally for negligence** (so long as acting in good faith in the performance of their WSU duties).

- **Coverage does not include:**

1. marine hull and vessel operation
2. aircraft liability
3. employee fidelity
4. student sponsored events
5. damage to state owned facilities and property
6. injuries covered by workers compensation or similar policies
7. injuries/damages on foreign soil

Please Note: For Liability issues not covered by the Self-Insurance Liability Program, commercial insurance may be available for purchase by Departments through the State Risk Management Office. In order to purchase such insurance, the Department must submit a written request to the WSU Office of Risk Management and Insurance (RMI).

## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number EDC – CFM Position 2023
2. Contract Status: (Check appropriate box)     Original     Renewal     Amendment
3. Contractor Information:    Contractor: Skamania County Economic Development Council  
    Contact Person: Kevin Waters,  
    Title: Executive Director  
    Address: PO Box 437  
    Address: Stevenson, WA 98648  
    Phone: 427-5110

4. Brief description of purpose of the contract and County's contracted duties: EDC will perform certain economic development services to the County during the 2023 contract period for the CFM Contracted Position. The County's portion of the CFM position is \$60,000, paid at \$5,000 for 12 months.

5. Term of Contract:    From: January 1, 2023                                  To: December 31, 2023

3

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) 36.32.250 & 39.04.155 RCW

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)
- Service Contract only

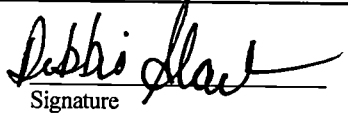
7. Budget Committed in Current Year: \$ 60,000  
 Amount Not Budgeted in Current Year \$                                  Source:  
 Total Non-County Funds Committed: \$                                  External Services Fund  
 Total County Funds Committed: \$60,000  
 TOTAL FUNDS COMMITTED: \$60,000

8. County Contact Person:    Name: Lisa Sackos    [sackos@co.skamania.wa.us](mailto:sackos@co.skamania.wa.us)  
    Title: Clerk of the Board

9. Department Approval:      
    Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<u>Commissioners</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>January 10, 2023</u>	
<b><u>SUBJECT</u></b>	<u>Service Contract with Skamania County Economic Development Council for CFM position</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve Contract</u>	

**SUMMARY/BACKGROUND**

The Skamania County Economic Development Council will perform economic development services to the County during the 2023 contract period for the CFM Contracted Position. The services included, facilitate monthly check-ins between Commissioners and CFM, execute and maintain the CFM Contract between the SEDC, create a unified federal affairs agenda that includes federal policy items in additions to project specific funding requests, and advocate for Congressional member and staff visits to Skamania County communities.

**FISCAL IMPACT**

The contract for 2023 will be a total of \$60,000, paid in the amount of \$5000.00 per month for 12 months.

**RECOMMENDATION**

Approve 2023 contract

**LIST ATTACHMENTS**

Contract  
Contract Face Sheet  
Agenda Commentary  
Attachment A



**SKAMANIA COUNTY –EDC/CFM  
SERVICE CONTRACT  
2023**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SKAMANIA ECONOMIC DEVELOPMENT COUNCIL**, a corporation, hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

**1. AUTHORITY TO CONTRACT.**

A. The Contractor covenants that the person whose signature appears as the representative of the Contractor on the signature page of this contract is the Contractor's contracting officer and is authorized to sign on behalf of the Contractor and, in addition, to bind the Contractor in any subsequent dealings regarding this contract, such as modifications, amendments, or change orders.

The Contractor covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the Contractor by federal, state or local governments to enable the Contractor to do the business contemplated by this agreement, have been acquired by the Contractor and are in full force and effect. The Contractor represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the County has the authority to contract for such services; that the contracting officer for the County is Chair, Skamania County Board of Commissioners, provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.**

A. The parties intend the Contractor to be an independent Contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the Contractor's personal labor is not the essence of this contract; that the Contractor will own and supply its own equipment necessary to perform this contract; that the Contractor will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the Contractor shall be free from control or direction of the County over the performance of such services.

B. The Contractor represents that it can provide the services contracted for herein; that it is the usual business of the Contractor to provide such services.

3. **INDEPENDENT CONTRACTOR STATUS SERVICES TO BE RENDERED.**

- A. The work to be performed by the Contractor consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of two (2) pages, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers, provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the County.

4. **TERMS OF CONTRACT.**

The contract shall begin on January 1, 2023 and terminate on December 31, 2023; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the Contractor shall be in the amount of \$60,000 but shall be limited to any project payment limit detailed in Attachment A of this contract.
- B. Payment on the account of the contracted services shall be made monthly, following the completion of each month, according to the following schedule:

January	\$5000.00	February	\$5000.00
March	\$5000.00	April	\$5000.00
May	\$5000.00	June	\$5000.00
July	\$5000.00	August	\$5000.00
September	\$5000.00	October	\$5000.00
November	\$5000.00	December	\$5000.00

- C. The Contractor shall submit a request for payment monthly, including a progress report of activities conducted under this contract as set forth in Attachment A. Payment is due within thirty (30) days of submission of accepted detailed invoice. **The final invoice for December 2023 must be received no later than December 01, 2023.**
- D. The Contractor agrees that funds received from the County can be expended for only public purposes and the Contractor will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the County detailing the receipts

and expenditures of such funds, that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds. If the total amount paid to the Contractor, as a sub-recipient of federal funds, exceeds \$300,000 in federal funds during a calendar year, the Contractor shall be required to have an independent audit of the use of the federal funds as required in OMB Circular A-133.

6. **INSURANCE.**

The Contractor agrees to save the County harmless from any liability that might otherwise attach to the County arising out of any activities of the Contractor pursuant to this contract and caused by the Contractor's negligence. The Contractor further agrees to provide the County with evidence of liability insurance naming the County, its elected and appointed officials, agents, employees and volunteers as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION.**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity against Skamania County under Title 51 RCW (Industrial insurance statute) and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties, If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The Contractor shall not assign nor transfer any interest in this Contract

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

- A. The Contractor shall not discriminate based on race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.
- B. The Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:
  - 1. Deny an individual any services or other benefits provided under this agreement.
  - 2. Provide any service(s) or other benefits to an individual which are different or are provided in a different manner from those provided to others under this agreement.
  - 3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the Contractor's facilities, or other benefits provided under this agreement.
  - 4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded others under this agreement. The Contractor, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN.**

In the event of the Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the County. The County shall, however, give the Contractor reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES.**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the County and the Contractor and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the Contractor's name, address, and the County department the contract is with; and
- E. be mailed to the Board of Commissioners, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The Contractor shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the Contractor's failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. If the Contractor shall fail to fulfill in a timely manner any of the covenants of this agreement, the County shall have the right to terminate this agreement by giving the Contractor seven (7) days' notice, in writing, of the County's intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall, at the option of the County, become the County's property. The Contractor shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the Contractor is determined to be in default of this contract the County shall be entitled to damages, computed by subtracting from the cost to the County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the County may withhold any payments owed to the Contractor for the purposes of set off until such time as the exact amount of damages can be computed.

15. **NON-DEFAULTING TERMINATION.**

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the County from federal or state agencies and, in the event said grant monies should for any reason not be received by the County or

should be terminated by the granting agency, then this contract shall terminate without damages to either party. PROVIDED THAT the Contractor shall be entitled to be paid for the work performed to date to the extent the County is entitled to receive reimbursement for any such payment; and, in that regard, the Contractor agrees that it understands the County's source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.

- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party thirty (30) days written notice of said termination.

IN WITNESS WHEREOF, the County has caused this Contract to be duly executed on its behalf, and thereafter the Contractor has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

**SKAMANIA ECONOMIC  
DEVELOPMENT COUNCIL**

\_\_\_\_\_  
Chairman

\_\_\_\_\_

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

  
\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

**ATTACHMENT “A”  
SCOPE OF WORK – CFM Contract  
SKAMANIA ECONOMIC DEVELOPMENT COUNCIL  
2023**

The Skamania Economic Development Council (SEDC) will perform the following economic development services to Skamania County (County) during the 2023 contract period for the SBDC Contracted Position:

1. Facilitate monthly check-in’s between commissioners and CFM.
2. Execute and maintain the CFM Contract between the SEDC.
3. Creation of a unified federal affairs agenda that includes federal policy items in addition to project specific funding requests.
4. Advocating for Congressional member and staff visits to Skamania communities.

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Board of County Commissioners

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Economic Development Council

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Board of County Commissioners

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Board of County Commissioners

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Senior Services, Inc. of NB	 Signature
<b><u>AGENDA DATE</u></b>	January 10, 2023	
<b><u>SUBJECT:</u></b>	2023 Contract to operate and maintain a Senior Services Center the City of North Bonneville	
<b><u>ACTION REQUESTED</u></b>	Approve 2023 Contract	

**SUMMARY/BACKGROUND**

Under a contract with Skamania County, Senior Services, Inc. of North Bonneville operates and maintains a Senior Services Center at North Bonneville, WA, open each Tuesday and Thursday of the week, excluding holidays, during the contract period January 1, 2023- December 31, 2023. To make bookkeeping requirements less time consuming the contract for 2023 will be paid each month with 11 equal payments of \$2,833.33 for the year, and 1 payment of \$2,833.37 rather than on a reimbursable payment schedule.

**FISCAL IMPACT**

\$34,000

**RECOMMENDATION**

Please sign 2023 Contract with Seniors Services Inc. of North Bonneville

**LIST ATTACHMENTS**

Contract Facesheet  
Agenda Commentary  
2023 Contract



**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number 2023

2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment

3. Contractor Information: Contractor: Senior Services, Inc  
Contact Person: Betty Nelson  
Address: PO Box 61  
Address: North Bonneville, WA 98639  
Phone: 427-5234

4. Brief description of purpose of the contract and County's contracted duties: Operate and maintain a Senior Services Center in North Bonneville.

5. Term of Contract: From: January 1, 2023 To: December 31, 2023

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) \_\_\_\_\_

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$34,000  
Amount Not Budgeted in Current Year: \$ Source: 0010.360 – External Serv.\_  
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_  
Total County Funds Committed: \$34,000  
TOTAL FUNDS COMMITTED: \$34,000

8. County Contact Person: Name: Lisa Sackos [sackos@co.skamanai.wa.us](mailto:sackos@co.skamanai.wa.us)  
Title: Clerk of the Board

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_  
\_\_\_\_\_

## SKAMANIA COUNTY - SERVICE CONTRACT

2023

THIS CONTRACT, by and between SKAMANIA COUNTY, a municipal corporation, hereinafter referred to as the "COUNTY", and SENIORS SERVICES OF SKAMANIA COUNTY, INC., a non-profit corporation, hereinafter referred to as the "CONTRACTOR",

### WITNESSETH THAT:

1. **DEFINITION:**

For the purposes of clarification "Senior Services of Skamania County, Inc. is a non-profit corporation and not a county agency.

2. **AUTHORITY TO CONTRACT.**

A. The CONTRACTOR covenants that the person whose signature appears as the representative of the CONTRACTOR on the signature page of this contract is the CONTRACTOR'S contracting officer and is authorized to sign on behalf of the CONTRACTOR and, in addition, to bind the CONTRACTOR in any subsequent dealings regarding this contract, such as modifications, amendments, or change orders.

B. The CONTRACTOR covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the CONTRACTOR by federal, state, or local governments to enable the CONTRACTOR to do the business contemplated by this agreement, have been acquired by the CONTRACTOR and are in full force and effect.

C. The COUNTY represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the COUNTY has the authority to contract for such services; that the contracting officer for the COUNTY is the Chair of the Skamania County Board of Commissioners. If changes require a change in the amount of the contract price, the change shall require the approval of the Skamania County Board of Commissioners.

3. **INDEPENDENT CONTRACTOR STATUS**

A. The parties intend the CONTRACTOR to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the CONTRACTOR's personal labor is not the essence of this contract; that the CONTRACTOR will own and supply its own equipment necessary to perform this contract; that the CONTRACTOR will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the CONTRACTOR shall be free from control or direction of the COUNTY over the performance of such services.

B. The **CONTRACTOR** represents that it can provide the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

4. **SERVICES TO BE RENDERED.**

A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A attached hereto, and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

5. **TERMS OF CONTRACT**

The contract shall begin on January 1, 2023, and terminate on December 31, 2023; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

6. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the Contractor shall not exceed \$34,000 including Washington State sales tax and shall be paid as outlined below.

B. Payment on the account of the contract services shall be made monthly, according to the following schedule:

January	\$2833.33	July	\$2833.33
February	\$2833.33	August	\$2833.33
March	\$2833.33	September	\$2833.33
April	\$2833.33	October	\$2833.33
May	\$2833.33	November	\$2833.33
June	\$2833.33	December	\$2833.37

The **CONTRACTOR** shall submit a progress report of activities conducted under this contract as set forth in Attachment A, quarterly at the end of March, June, September, and December.

- C. There shall be no advance payments made to the Contractor; nor shall there be any retainer withheld by the County.
- D. The Contractor agrees that funds received from the County can be expended for only public purposes and the Contractor will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the County detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds. If the total amount paid to the Contractor, as a sub-recipient of federal funds, exceeds \$300,000 in federal funds during a calendar year, the Contractor shall be required to have an independent audit of the use of the federal funds as required in OMB Circular A-133.

7. **INSURANCE**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence.

The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of liability insurance naming the **COUNTY, its elected and appointed officials, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute) and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate based on race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age, or disability:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual, which are different, or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR**'s noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled, or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to

cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the COUNTY and the CONTRACTOR and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. states the disputed issues; and
- c. states the relative positions of the parties; and
- d. state the CONTRACTOR'S name, address, and the COUNTY department the contract is with; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

The CONTRACTOR shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the CONTRACTOR'S failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. If the CONTRACTOR shall fail to fulfill in a timely manner any of the covenants of this agreement, the COUNTY shall have the right to terminate this agreement by giving the CONTRACTOR seven (7) day's notice, in writing, of the COUNTY'S intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs, and other work product resulting from this agreement shall, at the option of the COUNTY, become the COUNTY'S property. The CONTRACTOR shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the CONTRACTOR is determined to be in default of this contract the COUNTY shall be entitled to damages, computed by subtracting from the cost to the County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the COUNTY may withhold any payments owed to the CONTRACTOR for the purposes of set off until such time as the exact amount of damages can be computed.

16. **NON-DEFAULTING TERMINATION**

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the **COUNTY** from federal or state agencies and, in the event said grant monies should for any reason not be received by the **COUNTY** or should be terminated by the granting agency, then this contract shall terminate without damages to either party. PROVIDED THAT the **CONTRACTOR** shall be entitled to be paid for the work performed to date to the extent the **COUNTY** is entitled to receive reimbursement for any such payment; and, in that regard, the **CONTRACTOR** agrees that it understands the **COUNTY'S** source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party thirty (30) days written notice of said termination.

17. **MERGER**

This agreement represents the full and complete agreement between the parties and the parties agree that there are no other agreements, expressed or implied, which are not set forth herein.

IN WITNESS WHEREOF, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CONTRACTOR** has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

**SENIOR SERVICES OF  
SKAMANIA COUNTY, INC.**

\_\_\_\_\_  
T.W. Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Asa Leckie, Commissioner


\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM ONLY:

ATTEST:

  
Adam Kick, Prosecuting Attorney

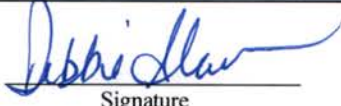
\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

**EXHIBIT A**  
**SCOPE OF WORK**  
**SENIOR SERVICES OF SKAMANIA COUNTY, INC**  
**2023**

1. The Contractor agrees to operate and maintain a Senior Services Center at North Bonneville, Washington, open each Tuesday and Thursday of the week, excluding holidays, during the contract period from the hours of 8:00 AM to 1:00 PM.
2. The Contractor agrees to provide nutritious lunches on the above scheduled days, available to all senior citizens regardless of the person's ability to pay.
3. The Contractor agrees to provide a recreational and/or informational program on the above scheduled days, available to all senior citizens.
4. The Contractor agrees to provide supervisory personnel to supervise the activities and meals outlined above.
5. The Contractor agrees to submit a quarterly report of activities conducted under this contract to the Board of Commissioners. The quarterly reports are due the end of March, June, September, and December.



## COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<u>Commissioners</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	January 10, 2023	
<b><u>SUBJECT</u></b>	<u>.09 Application – Skamania County Economic Development Council</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Chair sign Application for request of .09 funds for 2023 contract with Skamania County Economic Development Council to promote and support economic development in Skamania County</u>	

### **SUMMARY/BACKGROUND**

The EDC's mission is to define, support and promote policies and activities that contribute to the economic stability and growth of the tax base of Skamania County. The amount requested is based on a per capita amount for the unincorporated population of Skamania County. The County has a long-standing contractual arrangement for economic development services with the EDC dating back to at least 2002. The County has historically paid for these services using .09 funds.

### **FISCAL IMPACT**

The request for 2023 is \$60,937.50 annually, paid once, utilizing .09/Distressed County funds.

### **RECOMMENDATION**

By motion action approve the application and authorize the Board of Commissioners' Chair to sign the attached application for request to use .09 funds for the 2023 EDC contract with Skamania County. The application was submitted to the .09 Advisory Committee and approved at their meeting, December 28, 2023. The Board of Commissioners have final approval of the application and use of funds. The 2023 contract with the EDC will be placed on the consent agenda for Board of Commissioners approval on January 18, 2023.

### **LIST ATTACHMENTS**

.09 Application

Dated this \_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
T.W. Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

\_\_\_\_\_  
Asa Leckie, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

# .09 Skamania County Project Development Committee Project Application



## Distressed Counties Sales and Use Tax Request

Agency:	Skamania County
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Project Description:	2023 Skamania County Economic Development Council's Annual Service Contract
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Amount of Request	60,937.50
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Project Ready to Proceed	1/1/2023
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Matching Funds:	
If yes, from where	

Please complete the Application for Funding sheets attached

## **Skamania County**

### **Distressed County Sales and Use Tax Grant Application**

### **Guidelines & Instructions**



**Deadline: End of Each Fiscal Quarter (3/31, 6/30, 9/30, 12/31)**

**Return completed application by 5:00 PM on the deadline**

**Return to:**

Skamania County EDC  
PO Box 436  
Stevenson, WA 98648

## *Section 1 – Sales and Use Tax Funds*

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Current Washington State law authorizes the legislative authority of a rural county to impose a sale and use tax in accordance with the terms of chapter 82, Revised Code of Washington (RCW). In Skamania County, according to RCW 82.14.370, the rate of the tax shall not exceed .09 percent of the selling price in the case of a sales tax of the value of the article used in the case of a use tax. The tax imposed is deducted from the amount of tax otherwise required to be collected or paid over to the department of revenue under chapter 82.08 or 82.12 RCW.

Skamania County has authorized this tax and compiles the funds annually for distribution throughout the county to qualifying organizations. Most applications are considered during the quarterly grant application process. In some cases, applications may be considered outside of the regularly-scheduled annual process.

For consideration during the grant process, applications must be completed in full and submitted by the 5:00 PM due date. Incomplete and/or late applications will not be considered. Applications may not be changed or amended by the applicant after the deadline for submission.

### *Permissible Uses According to Law*

Funds awarded under this process may be used for the following:

1. To finance facilities serving economic development purposes.
2. To finance personnel in economic development offices.

According to RCW 82.14.370, in order to qualify for financing the public facility must be listed as an item in the officially adopted county overall economic development plan, or the economic development section of the county's comprehensive plan, or the comprehensive plan of a city or town located with the county.

"Public facilities" means bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, and port facilities in the state of Washington.

"Economic development purposes" means those purposes which facilitate the creation or retention of businesses and jobs in a county.

"Economic development office" means an office of a county, port districts, or an associate development organization as defined in RCW 43.330.010 which promotes economic development purposes within the county.

## *Funds Availability*

All funds awarded under this program will be available upon final project approval subject to any project specific funding restrictions by the Skamania County Board of Commissioners.

Skamania County Commissioners and .09 Committee recognizes that some projects may be large and complex, requiring multiple funding sources and years to complete. In that regard, awarded funds will remain available for reimbursement for a period of five years following the award notification. Any unexpected funds will be returned to the Distressed County Sales and Use Tax Grant Fund and made available in writing to the Skamania County Board of Commissioners (BOCC). The BOCC has final say on all extension requests.

All funding requests must be submitted to the Skamania County Commissioners Office, Attn; Heidi Penner for payment processing.

## *Review Process*

The County is required to consult with all cities, towns and port districts located within the county and the associate development organization serving the county to ensure that any expenditures of these funds meets the goals of chapter 130, Laws of 2004 and the requirements of RCW 82.14.370. To comply with this requirement, the county will need the assistance of the .09 Project Development Committee (Committee). The COMMITTEE is comprised of one representative from each municipality within Skamania County, including: Skamania County, City of North Bonneville, City of Stevenson, Port of Skamania, and Skamania Economic Development Council.

The COMMITTEE will review all applications and score them based on the information provided by the applicant and the Project Rating Criteria as presented in the application. The COMMITTEE will then make funding recommendations to the Skamania County BOCC.

The Project Rating Criteria are as follows:

- A. The degree to which the project demonstrates the ability to encourage economic development within the community
  - a. 10 points possible
  
- B. Demonstrate ability of the project to promote local and/or regional revitalization.
  - a. 10 points possible
  
- C. Degree to which the project meets local and/or regional economic plans, policies, and goals. Additional points may be awarded for multiple categories.
  - a. Project is consistent with local/community goals/plans.
    - i. 5 points.
  - b. Project is identified on approved local policy/community/comprehensive plan.
    - i. 2 points.
  - c. Project is identified and consistent with regional goals/plans.
    - i. 3 points.

- D. The degree of public benefit and/or use resulting from the project. Additional points awarded for multiple benefits.
  - a. Population will use.
    - i. 5-6 points.
  - b. Population will benefit.
    - i. 1-2 points.
  - c. Population will be served.
    - i. 1-2 points.
  
- E. Demonstrated need vs. lack of available opportunities for, or limited resources of sponsoring agency for securing alternative funding. Additional points possible.
  - a. Alternative funding sources available.
    - i. Up to 4 points.
  - b. Alternative funding available/agency limited in their ability to secure.
    - i. 4-8 points.
  - c. Agency resources limited/no probable alternative funding source.
    - i. 8-10 points.
  
- F. Demonstrated local and/or regional support for the project. Additional points awarded for multiple partners providing additional funding.
  - a. 1 partner.
    - i. 5 points.
  - b. 2 partners.
    - i. 8 points.
  - c. 3 or more partners.
    - i. 10 points.
  
- G. Demonstrated ability that the project is construction ready (funds obligated can be spent during current year funding). Additional points awarded for completed items.
  - a. Right-of-way acquired or not needed.
    - i. 4 points.
  - b. Project design and/or plans complete.
    - i. 2 points.
  - c. Project ready to construct or implement.
    - i. 2 points.
  - d. Environmental process complete and permits obtained.
    - i. 2 points.

- H. Leverage by local matching funds. Minimum project match is 13.5%. All applications must provide at least 13.5% in matching funds to be considered. Additional points shall be awarded for greater matching funds as a percentage of total project cost.
  - a. 13.5% matching threshold satisfied.
    - i. 11 points.
  - b. 13.6% - 23.5% matching funds.
    - i. 12 points.
  - c. 23.6% - 33.5% matching funds.
    - i. 13 points.
  - d. 33.6% - 38.5% matching funds.
    - i. 14 points.
  - e. Over 38.6% matching funds.
    - i. 15 points.
  
- I. Number of businesses or jobs created or retained.
  - a. Up to 10 points.

The highest attainable rating score is 100 points.

All applicants will be notified as to the date and time of review of their application by the COMMITTEE. All applicants will be given the opportunity to present their application to the COMMITTEE and answer questions.

The BOCC will consider recommendations for grant awards by the COMMITTEE at a later date. The BOCC will make all grant awards. The decision of the BOCC is considered final.



## *Section 2 – Application Instructions*

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Grant applicants shall follow the instructions below in preparing their proposal.

- Complete the supplied application forms using a computer. No hand-written forms.
- Do not use graphics or formatting embellishments beyond those within the application.
- Answer each question and sub-question individually in each section.
- Leave in the question and directions. This way we will be sure of the question you are answering, and it will also facilitate easy review for the COMMITTEE.
- Use single spaced 12-point Time New Romans or similar font.
- Make certain you are answering the questions. For instance, if the questions ask “how”, please answer how, not whether or when.

**Please also include the following:**

- Financial Plan identifying all sources of funding for the project and % funded by .09 dollars including preferred method of funding distribution if funding is granted (i.e. reimbursable, progress billing, etc.)
- A detailed 8 ½” x 11” vicinity map that clearly shows the project.
- A signature from the local/regional economic development organization supporting the project.
- Any other information pertinent to the application you would like the COMMITTEE to consider.

**Applications are due by 5 p.m. at the end of each fiscal quarter at the Skamania County EDC Office.**

You will be notified that your application has been received and accepted by the COMMITTEE.

Skamania County Economic Development Council  
c/o .09 Project Development Committee  
PO Box 436  
Stevenson, WA 98648

**Please submit 1 original and 5 copies of the entire application (6 total).**

Note: Incomplete applications will be rejected.

## Question Instructions

**Application Information (page 1 of the application):** Please fill in all areas completely. The applicant is the agency requesting funding. The contact name will be considered the leader of the project for the applicant agency. The contact should also be the individual who will present the project and will be available for questions from the COMMITTEE.

**Applicant Thresholds (page 1 of the application):** Your project must meet each of these requirements to be considered. Please check each box and include the necessary documentation with your application. If your project does not meet all the listed requirements and/or your application does not include the necessary documentation to support your claims, it will not be considered for funding.

**Project Budget (page 2 of the application):** The top line (Distressed County Funds Request) is to list how much funding you are asking the COMMITTEE to consider awarding your project. The columns to the right then ask you to include the specific breakdown as to how and in what phase or phases (if a construction project) the money will be utilized. Please be as accurate as possible.

The following lines and columns are for other funding sources you have secured or for which you have applied. Again, please be as accurate as possible and fill in the final column for each signifying the status of the funding source (whether or not funding has been secured).

The "Project Total" line is for the total cost of the project the application represents. The sum of all the funding sources lines should accurately add to the figure listed here. Additionally, please also accurately include the breakdown for phases listed to the right, again making sure the sums of the previous columns are equal to the amount placed on each line.

**Distressed County Fund Matching Ratio (page 2 of the application):** This line is to show what percentage of the total project budget the applicant is providing in local funding. For instance, if the total project budget is \$100,000 and the application is for \$50,000 with combined other funding sources of another \$50,000 and the local funding source component is \$20,000, the ratio would be 20%.

A simple equation to answer this question from the Project Budget is:

$$\frac{(\text{Local Government} + \text{Other (if local funding source)})}{\text{Project Total}} = \text{Distressed County Fund Matching Ratio (converted to a percentage)}$$

**Project Narrative (starts on page 3 of the application):** Please answer each question and sub-question completely. Incomplete applications will not be considered for funding. You may attach additional information necessary to answer the questions as needed.

**Special Instructions:** Please review the following instructions as listed below for specific questions in the Project Narrative.

**Question 6:** Please attach the pertinent sections of the agency's plans as listed with which the application is consistent.

**Question 9:** Please attach a copy of any feasibility or predevelopment studies.

**Question 11:** You must include the key assumptions (if any) and their justifications, methodology, and calculations upon which your business created/retained estimate is based. Simply providing a number or approximate number will not be considered a complete answer and will result in your application be rejected from consideration.

**Question 12:** You must include key assumptions (if any) and their justifications, methodology, and calculations upon which your jobs created/retained estimate is based. Simply providing a number or approximate number will not be considered a complete answer and will result in your application being rejected from consideration.

*Potential Example Answer for Question 12:*

*We have completed a survey of local contractors likely to bid on a project such as this. Our results (data provided as attachment) show that due to current economic conditions, a greater supply for building services necessary for this project exists in the local market than demand for those services. As a result, most of those surveyed indicate lower levels of employment than in the past, including reducing workforce levels up to 50% and/or intermittent work with extended periods of temporary layoffs due to lack of work.*

*A project this size, according to our estimates (data provided as attachments) will require (X) skilled construction laborers for approximately (X period of time), (X) subcontractors employing (X) laborers for approximately (X period of time), and well as (x) support staff (administrative, clerical, management) for (X period of time). The agency will also be employing a half time project manager to oversee the project.*

*Most studies (two examples attached) believe that Washington States building industry is only beginning to recover and may never reach employment levels previously seen. Keeping that in mind and being conservative while considering the current economic environment of Skamania County and especially the depressed construction industry, we estimate at least (x) jobs will be retained for at least (X) months (the term of the construction phase of the project). In addition, as the agency does not currently employ a qualified project manager, at least one part-time professional job will be created for the same period.*

*This, of course does not consider any impact to other local suppliers and supporting businesses which will certainly provide services for the project as well as those who are directly employed as a result of the project.*

# DISTRESSED COUNTY SALES AND USE TAX IMPROVEMENT PROGRAM APPLICATION

The Distressed County Sales and Use Tax Program supports infrastructure and development projects that foster economic development in Skamania County. The goal is to create economic opportunity through project investment.

## APPLICANT INFORMATION

Applicant: Skamania County

Contact Name: Heidi Penner

Address: P.O. Box 790

City: Stevenson

Zip: 98648

Telephone: (509) 427-3736

E-Mail Address: penner@co.skamania.wa.us

Project Location: Skamania County Jurisdiction population: 9530

Project Title: 2023 Annual Service Contract

## APPLICATION THRESHOLDS

Applicant Requirement:

Check off:

- The project is improvement to an infrastructure system(s) linked to economic development.
- A detailed 8 ½ "x 11" vicinity map that clearly shows the project is included in the application package.
- Distressed County funds are not being substituted for other funds that are already secured.
- The project involves traditional improvements, instead of "non-traditional" improvements eligible for "Enhancement" funding.
- Applicant has submitted only one application this round.
- The local/regional economic development organization has been informed of the project.

**PROJECT BUDGET:**

Is Funding Secured: Y/N \_\_\_\_\_

<u>Funding Sources</u>		<b>Preliminary Engineering Phase</b>	<b>Right of Way Phase</b>	<b>Construction Phase</b>	<b>Project Total</b>
Distressed County Funds					
Requested:	\$60,937.50	\$	\$	\$	\$
Other Federal:	\$	\$	\$	\$	\$
State:	\$	\$	\$	\$	\$
Local Government:	\$	\$	\$	\$	\$
Private:	\$	\$	\$	\$	\$
*Other:	\$	\$	\$	\$	\$
<b>PROJECT TOTAL:</b>	<b>\$60,937.50</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Distressed County Fund Matching Ratio:	%	%	%	%	%

\*Please explain other type of Funding:

N/A

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## PROJECT NARRATIVE:

1. **Project Description:** Describe the scope of work. Indicate the major work involved, including a brief comparison of existing and proposed conditions.

The EDC's mission is to define, support and promote policies and activities that contribute to the economic stability and growth of the tax base of Skamania County. The EDC accomplishes this by supporting retention of existing business, business expansion and new business development. The EDC coordinates the use of public and private resources to achieve a diversified, balanced and healthy economic environment.

According to RCW 82.14.370, fund awarded under this process may be used for two purposes: 1) to finance facilities serving economic development purposes, and 2) to finance personnel in economic development offices. An economic development office is defined as "an associate development organization which promote4s economic development purposes within the county." The EDC is an Associate Development Organization under contract with the State of Washington's Department of Commerce and also contracts with the City of Stevenson, Port of Skamania, and Skamania PUD to complete economic development services within Skamania County. In addition to these contracts the EDC also contracts with the Washington State Department of Commerce to administer the Washington Investment Fund loan program and also administers loan programs with two micro-loan programs, one with private funds and the other through the USDA Rural Development department.

The 2022 Annual Service Contract request will partially fund the Skamania County Economic Development Council's work as shown on the project budget. The amount requested is based on per capita amount of \$6.50 for the unincorporated population of Skamania County. Last year's contract was in the amount of \$61,750 bases on \$6.50 and a population of 9,530. The contract deliverables from 2021's contract year are shown in Attachment A and may be revised by Skamania County as needed.

The county has had a long-standing contractual arrangement for economic development services with the EDC dating back to at least 2002 according to the EDC's internal records. The EDC is requesting to continue the services it has historically provided to the county through this .09 funding process.

2. **Explain the specific development issues the project addresses and how they are linked to economic development improvements.**

The ECD is tasked with essential economic development services. IT functions as a liaison between local, county, state, and federal agencies, as well as local businesses, providing business support. Support includes business loans, information on potential funding resources, and access to business counseling services. In addition, the EDC works closely with tis local partners on priority projects identified on the Community Action Team list. The EDC also promotes and advocates for public policies that encourage and give orderly direction to economic development while supporting local businesses.

3. **Preliminary Engineering Phase:**

Estimated start date: 1/01/2023

Estimated end date: 12/31/2023

Please explain phase status (work already completed, in progress, awaiting funding, etc., and factors that may slow phase progress).

N/A

4. Right of way phase: Is it required? Yes \_\_\_ No X

Estimated start date: \_\_\_\_\_ Estimated end date: \_\_\_\_\_

Please explain phase status (work already completed, in progress, awaiting funding, etc., and factors that may slow phase progress).

N/A

5. Construction phase:

Estimated start date: \_\_\_\_\_ Estimated end date: \_\_\_\_\_

Please explain phase status (work already completed, in progress, awaiting funding, etc., and factors that may slow phase progress).

N/A

6. Indicate if the project is consistent with the following applicable state, regional and local plans and prioritization processes.

- Overall Economic Development plan – Officially Adopted \_\_\_\_\_
- Comprehensive Land Use Plan – Officially Adopted \_\_\_\_\_
- Capital Facility Plan – Officially Adopted \_\_\_\_\_
- Community Action Plan (or another community-based plan) – Officially Adopted \_\_\_\_\_
- Six-Year Transportation Improvement Plan – Officially Adopted \_\_\_\_\_
- Site – specific development plans; e.g., Community Master Plan – Officially Adopted \_\_\_\_\_
- Other \_\_\_\_\_

7. Explain how this project has been coordinated, or will be coordinated with other jurisdictions, such as counties, cities, state/federal agencies, and with economic development organizations during planning, design, financing, construction and/or operation phases.

One of the important functions of the EDC is to act as a liaison between agencies/government and the private business sector to support economic growth in Skamania County. The contract with Skamania County identifies deliverables that require the EDC to continue its coordination and communication efforts in order to continue carrying out long-term economic development strategies. In addition, the EDC also partners with Mid-Columbia Economic Development District on regional economic development strategies, which includes a focus on established industry sectors and the priority strategies including housing, financial capital and entrepreneurial environment, workforce, infrastructure, and the regulatory environment.

8. Explain how this project will help meet the economic development goals of your community and/or region. If this project is not done, will the anticipated private development still take place?

This request is to provide 2023 funding to the EDC to finance personnel in its economic development office. The primary responsibilities of the EDC is to support retention of existing business, business expansion and new business development as well as to work with local governments on economic development policies and act as a liaison between public and private entities to promote growth. Partial funding may allow the EDC to accomplish some contract deliverables, but with a very limited capacity.

As identified in the financial spreadsheet, the EDC is funded through contracts with the agencies we represent. If the County chooses not to fund the EDC's contract request it may result in local agency absorption of additional economic development responsibilities and increased administrative cost. It would also create a situation in which the different agencies duplicating work that is currently coordinated and completed by the EDC on behalf of their individual organizations.

9. Describe any feasibility or predevelopment studies that demonstrate the linkage between the proposed Distressed County improvements and the anticipated economic outcomes.

N/A

10. Indicate if other needed infrastructure (e.g., sewer, water, power) is in place or if there is a plan for getting it in place.

N/A

11. Indicate the estimated number of businesses created/retained by the project: \_\_\_\_\_

12. Indicate the estimated number of jobs created/retained by the project:  
\_\_\_\_\_

Submit the original application to:

.09 Project Development Committee  
c/o Skamania County Economic Development Council  
Attn: Kevin Waters  
PO Box 463  
Stevenson, WA 98648



## **Applicant Certification**

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package.

I certify that application thresholds are met at the time of application.

\_\_\_\_\_  
Signature of Official Representative

\_\_\_\_\_  
Date

## **Sponsoring Agency (If applicable)**

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Date

## **Economic Development Council Notification**

The organizations listed below have received notification of this project as demonstrated by the signature of the organization's representative.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

## **Skamania County Department of Public Works Conceptual Approval**

\_\_\_\_\_  
Signature of Skamania County PW Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

## Debbie Slack

---

**From:** Kevin Waters <kwaters@skamania-edc.org>  
**Sent:** Thursday, July 14, 2022 10:01 AM  
**To:** Debbie Slack  
**Cc:** Cindy Bradley  
**Subject:** Re: 2023 Funding Requests from .09 Funding

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Debbie,

Based on the newest Census Info, Skamania County has a population of 12,170 and the EDC charges \$6.50/resident for a total of \$79,105 for the 2023 budget.

Thank you,

Kevin

On Wed, Jul 13, 2022 at 11:21 AM Debbie Slack <[slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)> wrote:

Good afternoon-

Please send me the amount you are requesting for 2023 from the .09 fund by July 20<sup>th</sup>. Thank you, Debbie

MCEDD Assessment

EDC General Contract

Debbie Slack

Clerk of the Board

P.O. Box 790

Stevenson, WA 98648

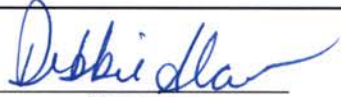
(509) 427-3706

[slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)

--  
Kevin Waters  
Skamania EDC

Executive Director  
503.560.5241  
[kwaters@skamania-edc.org](mailto:kwaters@skamania-edc.org)

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<u>Commissioners</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>January 10, 2023</u>	
<b><u>SUBJECT</u></b>	<u>.09 Application - Mid Columbia Economic Development Council</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Chair sign MCEDD Application for request of .09 funds for 2023 local assessment</u>	

**SUMMARY/BACKGROUND**

The request is the local assessment that each entity contributes to participate in MCEDD. It is based on an unincorporated population assessment (based on last official census 2020 population figures) at .81 per capita. The funds, along with all other required local assessments from cities, counties and ports match federal funding through the US Economic Development Administration to allow MCEDD to develop and implement regional economic development strategy and provide services to Skamania County.

**FISCAL IMPACT**

The request for 2023 is \$7,410 annually, paid once, utilizing .09/Distressed County funds.

**RECOMMENDATION**

Chair sign attached application for request to use .09 funds for the 2023 MCEDD local assessment with Skamania County. Application was submitted to .09 Advisory Committee and approved. The Board of Commissioners have final approval of the application and use of funds.

**LIST ATTACHMENTS**

- .09 Application
- Contract Face Sheet

Dated this \_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
T.W. Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

\_\_\_\_\_  
Asa Leckie, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

# ..09 Skamania County Project Development Committee Project Application



## Distressed Counties Sales and Use Tax Request

Agency:	Mid-Columbia Economic Development District
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Project Description:	Local Assessment FY 2023 July 1, 2022 to June 30, 2023
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Amount of Request	\$7410
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Project Ready to Proceed	Yes
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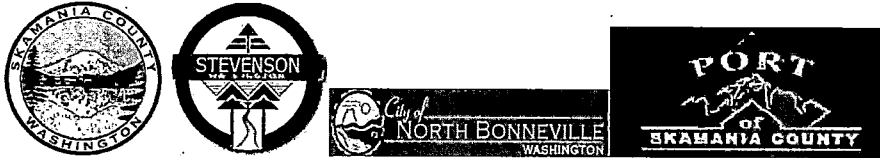
Matching Funds:	
If yes, from where	

Please complete the Application for Funding sheets attached

## **Skamania County**

## **Distressed County Sales and Use Tax Grant Application**

## **Guidelines & Instructions**



**Deadline: End of Each Fiscal Quarter (3/31, 6/30, 9/30, 12/31)**

**Return completed application by 5:00 PM on the deadline**

**Return to:**

Skamania County EDC  
PO Box 436  
Stevenson, WA 98648

## *Section 1 – Sales and Use Tax Funds*

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Current Washington State law authorizes the legislative authority of a rural county to impose a sale and use tax in accordance with the terms of chapter 82, Revised Code of Washington (RCW). In Skamania County, according to RCW 82.14.370, the rate of the tax shall not exceed .09 percent of the selling price in the case of a sales tax of the value of the article used in the case of a use tax. The tax imposed is deducted from the amount of tax otherwise required to be collected or paid over to the department of revenue under chapter 82.08 or 82.12 RCW.

Skamania County has authorized this tax and compiles the funds annually for distribution throughout the county to qualifying organizations. Most applications are considered during the quarterly grant application process. In some cases, applications may be considered outside of the regularly-scheduled annual process.

For consideration during the grant process, applications must be completed in full and submitted by the 5:00 PM due date. Incomplete and/or late applications will not be considered. Applications may not be changed or amended by the applicant after the deadline for submission.

### *Permissible Uses According to Law*

Funds awarded under this process may be used for the following:

1. To finance facilities serving economic development purposes.
2. To finance personnel in economic development offices.

According to RCW 82.14.370, in order to qualify for financing the public facility must be listed as an item in the officially adopted county overall economic development plan, or the economic development section of the county's comprehensive plan, or the comprehensive plan of a city or town located with the county.

"Public facilities" means bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, and port facilities in the state of Washington.

"Economic development purposes" means those purposes which facilitate the creation or retention of businesses and jobs in a county.

"Economic development office" means an office of a county, port districts, or an associate development organization as defined in RCW 43.330.010 which promotes economic development purposes within the county.



## *Funds Availability*

All funds awarded under this program will be available upon final project approval subject to any project specific funding restrictions by the Skamania County Board of Commissioners.

Skamania County recognizes that some projects may be large and complex, requiring multiple funding sources and years to complete. In that regard, awarded funds will remain available for reimbursement for a period of five years following the award notification. Any unexpected funds will be returned to the Distressed County Sales and Use Tax Grant Fund and made available in writing to the Skamania County Board of Commissioners (BOCC). The BOCC has final say on all extension requests.

All funding requests must be submitted to the Skamania County Department of Public Works for payment processing.

## *Review Process*

The County is required to consult with all cities, towns and port districts located within the county and the associate development organization serving the county to ensure that any expenditures of these funds meets the goals of chapter 130, Laws of 2004 and the requirements of RCW 82.14.370. To comply with this requirement, the county will need the assistance of The .09 Project Development Committee (Committee). The COMMITTEE is comprised of one representative from each municipality within Skamania County, including: Skamania County, City of North Bonneville, City of Stevenson, Port of Skamania, and Skamania Economic Development Council.

The COMMITTEE will review all applications and score them based on the information provided by the applicant and the Project Rating Criteria as presented in the application. The COMMITTEE will then make funding recommendations to the Skamania County BOCC.

The Project Rating Criteria are as follows:

- A. The degree to which the project demonstrates the ability to encourage economic development within the community
  - a. 10 points possible
- B. Demonstrate ability of the project to promote local and/or regional revitalization.
  - a. 10 points possible
- C. Degree to which the project meets local and/or regional economic plans, policies, and goals. Additional points may be awarded for multiple categories.
  - a. Project is consistent with local/community goals/plans.
    - i. 5 points.
  - b. Project is identified on approved local policy/community/comprehensive plan.
    - i. 2 points.
  - c. Project is identified and consistent with regional goals/plans.
    - i. 3 points.

- D. The degree of public benefit and/or use resulting from the project. Additional points awarded for multiple benefits.
  - a. Population will use.
    - i. 5-6 points.
  - b. Population will benefit.
    - i. 1-2 points.
  - c. Population will be served.
    - i. 1-2 points.
  
- E. Demonstrated need vs. lack of available opportunities for, or limited resources of sponsoring agency for securing alternative funding. Additional points possible.
  - a. Alternative funding sources available.
    - i. Up to 4 points.
  - b. Alternative funding available/agency limited in their ability to secure.
    - i. 4-8 points.
  - c. Agency resources limited/no probable alternative funding source.
    - i. 8-10 points.
  
- F. Demonstrated local and/or regional support for the project. Additional points awarded for multiple partners providing additional funding.
  - a. 1 partner.
    - i. 5 points.
  - b. 2 partners.
    - i. 8 points.
  - c. 3 or more partners.
    - i. 10 points.
  
- G. Demonstrated ability that the project is construction ready (funds obligated can be spent during current year funding). Additional points awarded for completed items.
  - a. Right-of-way acquired or not needed.
    - i. 4 points.
  - b. Project design and/or plans complete.
    - i. 2 points.
  - c. Project ready to construct or implement.
    - i. 2 points.
  - d. Environmental process complete and permits obtained.
    - i. 2 points.

- H. Leverage by local matching funds. Minimum project match is 13.5%. All applications must provide at least 13.5% in matching funds to be considered. Additional points shall be awarded for greater matching funds as a percentage of total project cost.
  - a. 13.5% matching threshold satisfied.
    - i. 11 points.
  - b. 13.6% - 23.5% matching funds.
    - i. 12 points.
  - c. 23.6% - 33.5% matching funds.
    - i. 13 points.
  - d. 33.6% - 38.5% matching funds.
    - i. 14 points.
  - e. Over 38.6% matching funds.
    - i. 15 points.
  
- I. Number of businesses or jobs created or retained.
  - a. Up to 10 points.

The highest attainable rating score is 100 points.

All applicants will be notified as to the date and time of review of their application by the COMMITTEE. All applicants will be given the opportunity to present their application to the COMMITTEE and answer questions.

The BOCC will consider recommendations for grant awards by the COMMITTEE at a later date. The BOCC will make all grant awards. The decision of the BOCC is considered final.

## *Section 2 – Application Instructions*

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Grant applicants shall follow the instructions below in preparing their proposal.

- Complete the supplied application forms using a computer. No hand written forms.
- Do not use graphics or formatting embellishments beyond those within the application.
- Answer each question and sub-question individually in each section.
- Leave in the question and directions. This way we will be sure of the question you are answering, and it will also facilitate easy review for the COMMITTEE.
- Use single spaced 12 point Time New Romans or similar font.
- Make certain you are answering the questions. For instance, if the questions ask “how”, please answer how, not whether or when.

**Please also include the following:**

- Financial Plan identifying all sources of funding for the project and % funded by .09 dollars including preferred method of funding distribution if funding is granted (i.e. reimbursable, progress billing, etc.)
- A detailed 8 ½” x 11” vicinity map that clearly shows the project.
- A signature from the local/regional economic development organization supporting the project.
- Any other information pertinent to the application you would like the COMMITTEE to consider.

**Applications are due by 5 p.m. at the end of each fiscal quarter at the Skamania County EDC Office.**  
You will be notified that your application has been received and accepted by the COMMITTEE.

Skamania County Economic Development Council  
c/o .09 Project Development Committee  
PO Box 436  
Stevenson, WA 98648

**Please submit 1 original and 5 copies of the entire application (6 total).**

**Note: Incomplete applications will be rejected.**

# Question Instructions

**Application Information (page 1 of the application):** Please fill in all areas completely. The applicant is the agency requesting funding. The contact name will be considered the leader of the project for the applicant agency. The contact should also be the individual who will present the project and will be available for questions from the COMMITTEE.

**Applicant Thresholds (page 1 of the application):** Your project must meet each of these requirements to be considered. Please check each box and include the necessary documentation with your application. If your project does not meet all of the listed requirements and/or your application does not include the necessary documentation to support your claims, it will not be considered for funding.

**Project Budget (page 2 of the application):** The top line (Distressed County Funds Request) is to list how much funding you are asking the COMMITTEE to consider awarding your project. The columns to the right then ask you to include the specific breakdown as to how and in what phase or phases (if a construction project) the money will be utilized. Please be as accurate as possible.

The following lines and columns are for other funding sources you have secured or for which you have applied. Again, please be as accurate as possible and fill in the final column for each signifying the status of the funding source (whether or not funding has been secured).

The "Project Total" line is for the total cost of the project the application represents. The sum of all the funding sources lines should accurately add to the figure listed here. Additionally, please also accurately include the breakdown for phases listed to the right, again making sure the sums of the previous columns are equal to the amount placed on each line.

**Distressed County Fund Matching Ratio (page 2 of the application):** This line is to show what percentage of the total project budget the applicant is providing in local funding. For instance, if the total project budget is \$100,000 and the application is for \$50,000 with combined other funding sources of another \$50,000 and the local funding source component is \$20,000, the ratio would be 20%.

A simple equation to answer this question from the Project Budget is:

$$\frac{(\text{Local Government} + \text{Other (if local funding source)})}{\text{Project Total}} = \text{Distressed County Fund Matching Ratio (converted to a percentage)}$$

**Project Narrative (starts on page 3 of the application):** Please answer each question and sub-question completely. Incomplete applications will not be considered for funding. You may attach additional information necessary to answer the questions as needed.

**Special Instructions:** Please review the following instructions as listed below for specific questions in the Project Narrative.

**Question 6:** Please attach the pertinent sections of the agency's plans as listed with which the application is consistent.

**Question 9:** Please attach a copy of any feasibility or predevelopment studies.

**Question 11:** You must include the key assumptions (if any) and their justifications, methodology, and calculations upon which your business created/retained estimate is based. Simply providing a number or approximate number will not be considered a complete answer and will result in your application be rejected from consideration.

**Question 12:** You must include key assumptions (if any) and their justifications, methodology, and calculations upon which your jobs created/retained estimate is based. Simply providing a number or approximate number will not be considered a complete answer and will result in your application being rejected from consideration.

*Potential Example Answer for Question 12:*

*We have completed a survey of local contractors likely to bid on a project such as this. Our results (data provided as attachment) show that due to current economic conditions, a greater supply for building services necessary for this project exists in the local market than demand for those services. As a result, most of those surveyed indicate lower levels of employment than in the past, including reducing workforce levels up to 50% and/or intermittent work with extended periods of temporary layoffs due to lack of work.*

*A project this size, according to our estimates (data provided as attachments) will require (X) skilled construction laborers for approximately (X period of time), (X) subcontractors employing (X) laborers for approximately (X period of time), and well as (x) support staff (administrative, clerical, management) for (X period of time). The agency will also be employing a half time project manager to oversee the project.*

*Most studies (two examples attached) believe that Washington States building industry is only beginning to recover and may never reach employment levels previously seen. Keeping that in mind and being conservative while taking into account the current economic environment of Skamania County and especially the depressed construction industry, we estimate at least (x) jobs will be retained for at least (X) months (the term of the construction phase of the project). In addition, as the agency does not currently employ a qualified project manager, at least one part-time professional job will be created for the same period.*

*This, of course does not consider any impact to other local suppliers and supporting businesses which will certainly provide services for the project as well as those who are directly employed as a result of the project.*

# DISTRESSED COUNTY SALES AND USE TAX IMPROVEMENT PROGRAM APPLICATION

The Distressed County Sales and Use Tax Program supports infrastructure and development projects that foster economic development in Skamania County. The goal is to create economic opportunity through project investment.

## APPLICANT INFORMATION

Applicant: Skamania County Commissioners

Contact Name: Heidi Penner

Address: P.O. Box 790

City: Stevenson \_\_\_\_\_ Zip: 98648

Telephone: (509) 427- 3736

E-Mail Address: penner@co.skamania.wa.us

Project Location: Skamania, Klickitat, Wasco, Hood River and Sherman Counties

Jurisdiction population: approx. 85,000

Project Title: MCEDD Local Assessment

## APPLICATION THRESHOLDS

Applicant Requirement:

Check off:

- The project is improvement to an infrastructure system(s) linked to economic development.
- A detailed 8 ½ "x 11" vicinity map that clearly shows the project is included in the application package.
- Distressed County funds are not being substituted for other funds that are already secured.
- The project involves traditional improvements, instead of "non-traditional" improvements eligible for "Enhancement" funding.
- Applicant has submitted only one application this round.
- The local/regional economic development organization has been informed of the project.

**PROJECT BUDGET:**

Is Funding Secured: Y/N Yes

<u>Funding Sources</u>		<b>Preliminary Engineering Phase</b>	<b>Right of Way Phase</b>	<b>Construction Phase</b>	<b>Project Total</b>
Distressed County Funds					
Requested:	\$7,410	\$	\$	\$	\$7,410
Other Federal:	\$	\$	\$	\$	\$
State:	\$	\$	\$	\$	\$
Local Government:	\$	\$	\$	\$	\$
Private:	\$	\$	\$	\$	\$
*Other:	\$	\$	\$	\$	\$
<b>PROJECT TOTAL:</b>	<b>\$7,410</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$7,410</b>
Distressed County Fund Matching Ratio:	%	%	%	%	%

\*Please explain other type of Funding:

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## PROJECT NARRATIVE:

1. **Project Description:** Describe the scope of work. Indicate the major work involved, including a brief comparison of existing and proposed conditions.

The request is the local assessment amount that each entity contributes to participate in MCEDD. It is based on the unincorporated population assessment (based on last official census 2019 population figures) at 0.74 per capita for Skamania County estimated population at 9475. The funds, along with all other required local assessments from our cities, counties and ports, match federal funding through the US Economic Development Administration to allow MCEDD to develop and implement our regional economic development strategy and provide services in Skamania County

2. Explain the specific development issues the project addresses and how they are linked to economic development improvements.

Coordination of the Comprehensive Economic Development Strategy and Implementation of strategies incorporated therein. Implementation activities include items such as growing regional cluster initiatives (high tech), wood products, renewable energy, etc.) providing technical assistance and fund development for regionally prioritized infrastructure projects, and enhancing resources for economic development technical assistance to counties.

3. **Preliminary Engineering Phase:**

Estimated start date: \_\_\_\_\_ N/A \_\_\_\_\_ Estimated end date: \_\_\_\_\_

Please explain phase status (work already completed, in progress, awaiting funding, etc., and factors that may slow phase progress).

4. **Right of way phase:** Is it required? Yes \_\_\_ No \_\_\_

Estimated start date: \_\_\_\_\_ N/A \_\_\_\_\_ Estimated end date: \_\_\_\_\_

Please explain phase status (work already completed, in progress, awaiting funding, etc., and factors that may slow phase progress).

5. **Construction phase:** N/A

Estimated start date: \_\_\_\_\_ Estimated end date: \_\_\_\_\_

Please explain phase status (work already completed, in progress, awaiting funding, etc., and factors that may slow phase progress).

6. Indicate if the project is consistent with the following applicable state, regional and local plans and prioritization processes.

- Overall Economic Development plan – Officially Adopted: Yes
- Comprehensive Land Use Plan – Officially Adopted: Yes

- Capital Facility Plan – Officially Adopted: N/A
- Community Action Plan (or other community-based plan) – Officially Adopted: Yes
- Six-Year Transportation Improvement Plan – Officially Adopted \_\_\_\_\_
  
- Site – specific development plans; e.g., Community Master Plan – Officially Adopted: N/A
- Other \_\_\_\_\_

7. Explain how this project has been coordinated, or will be coordinated with other jurisdictions, such as counties, cities, state/federal agencies, and with economic development organizations during planning, design, financing, construction and/or operation phases.  
The project works across five counties (Skamania and Klickitat in Washing and Hood River, Wasco and Sherman in Oregon) plus all of the cities included therein and economic development partners. In Skamania we work most directly with he Skamania County Economic Development Council and Incorporated cities. We are designated through the US Economic Development Administration and thus directly support activities and connections to EDA. We also coordinate closely with US Department of Agriculture. Both EDC and USDA have programs that provide advantage to projects recognized in the comprehensive economic development strategy. MCEDD has used this designation to their advantage most recently coordinating applications for EDA disaster dollars in Skamania County.
  
8. Explain how this project will help meet the economic development goals of your community and/or region. If this project is not done, will the anticipated private development still take place? The project establishes and maintains the regional strategy, including the regional priorities for economic development. Implementation is focused on elements that will grow private investment. Without the project, it would not take place.
  
9. Describe any feasibility or predevelopment studies that demonstrate the linkage between the proposed Distressed County improvements and the anticipated economic outcomes. N/A
  
10. Indicate if other needed infrastructure (e.g., sewer, water, power) is in place or if there is a plan for getting it in place. N/A
  
11. Indicate the estimated number of businesses created/retained by the project: 10
12. Indicate the estimated number of jobs created/retained by the project: 100

Submit the original application to:

.09 Project Development Committee  
 c/o Skamania County Economic Development Council  
 Attn: Kevin Waters  
 PO Box 463  
 Stevenson, WA 98648

## **Applicant Certification**

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package.

I certify that application thresholds are met at the time of application.

\_\_\_\_\_  
Signature of Official Representative

\_\_\_\_\_  
Date

## **Sponsoring Agency (If applicable)**

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Date

## **Economic Development Council Notification**

The organizations listed below have received notification of this project as demonstrated by the signature of the organizations representative.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

## **Skamania County Department of Public Works Conceptual Approval**

\_\_\_\_\_  
Signature of Skamania County PW Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

## Debbie Slack

---

**From:** Jessica Metta <jessica@mcedd.org>  
**Sent:** Monday, July 25, 2022 4:11 PM  
**To:** Debbie Slack  
**Subject:** Re: 2023 Funding Requests from .09 Funding

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Debbie,  
I just found out the population numbers we were using were outdated. The actual amount will be less though - \$7410 based on a population of 9148.  
Thanks!  
Jessica

On Wed, Jul 13, 2022 at 3:49 PM Debbie Slack <[slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)> wrote:

Thank you!

---

**From:** Jessica Metta  
**Sent:** Wednesday, July 13, 2022 3:46 PM  
**To:** Debbie Slack <[slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)>  
**Subject:** Re: 2023 Funding Requests from .09 Funding

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Debbie,

The MCEDD assessment is \$7675 (for July 1, 2022 to June 30, 2023). This is using the 2020 population of 9475 for the unincorporated area and our FY23 rate of 0.81 per capita.

Thank you!

Jessica

On Wed, Jul 13, 2022 at 12:21 PM Debbie Slack <[slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)> wrote:

Good afternoon-

Please send me the amount you are requesting for 2023 from the .09 fund by July 20<sup>th</sup>. Thank you, Debbie

MCEDD Assessment

EDC General Contract

Debbie Slack

Clerk of the Board

P.O. Box 790

Stevenson, WA 98648

(509) 427-3706

[slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)

--  
Jessica Metta  
Executive Director  
Mid-Columbia Economic Development District  
802 Chenoweth Loop Road  
The Dalles, OR 97058  
541-399-1033 cell

541-296-2266 x1001 office

Pronouns: she, her, hers

--  
Jessica Metta  
Executive Director  
Mid-Columbia Economic Development District  
802 Chenoweth Loop Road  
The Dalles, OR 97058  
541-399-1033 cell  
541-296-2266 x1001 office

Pronouns: she, her, hers

**Debbie Slack**

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**To:** Heidi Penner  
**Subject:** FW: 2023 Funding Requests from .09 Funding

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**From:** Jessica Metta  
**Sent:** Wednesday, July 13, 2022 3:46 PM  
**To:** Debbie Slack <slack@co.skamania.wa.us>  
**Subject:** Re: 2023 Funding Requests from .09 Funding

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Debbie,  
The MCEDD assessment is \$7675 (for July 1, 2022 to June 30, 2023). This is using the 2020 population of 9475 for the unincorporated area and our FY23 rate of 0.81 per capita.  
Thank you!  
Jessica

On Wed, Jul 13, 2022 at 12:21 PM Debbie Slack <slack@co.skamania.wa.us> wrote:

Good afternoon-

Please send me the amount you are requesting for 2023 from the .09 fund by July 20<sup>th</sup>. Thank you, Debbie

MCEDD Assessment

EDC General Contract

Debbie Slack

Clerk of the Board

P.O. Box 790

Stevenson, WA 98648

(509) 427-3706

[slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)

--

Jessica Metta

Executive Director

Mid-Columbia Economic Development District

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Pronouns: she, her, hers



**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number 2023

2. Contract Status: (Check appropriate box)

Original  Renewal

3. Contractor Information: Contractor: Underwood Conservation District  
Contact Person: Tova Tillinghast  
Title: District Manager  
Address: 170 NW Lincoln-Park Center Building  
P.O. Box 96  
Address: White Salmon, WA 98672  
Phone: 427-5110

4. Brief description of purpose of the contract and County's contracted duties: Provide natural resource technical assistance, workshops and services to Skamania County landowners and residents.

5. Term of Contract: From: January 1, 2023 To: December 31, 2023

6. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners  
Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)  
Formal Sealed Bid Process (Purchase is over \$25,000)  
Other Exempt (explain and provide RCW) 36.32.250 & 39.04.155 RCW  
(Intergovernmental Service)

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

Small Works Roster (PW projects up to \$200,000)  
Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Budget Committed in Current Year: \$9,000  
Amount Not Budgeted in Current Year \$ Source: 0010.360 – External Services  
Total Non-County Funds Committed: \$ -0- Source: \_\_\_\_\_  
Total County Funds Committed: \$9,000  
TOTAL FUNDS COMMITTED: \$9,000

8. County Contact Person: Name: Lisa Sackos  
[sackos@co.skamania.wa.us](mailto:sackos@co.skamania.wa.us)  
Title: Clerk of the Board

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Underwood Conservation District (UCD) Signature
<b><u>AGENDA DATE</u></b>	January 10, 2023
<b><u>SUBJECT:</u></b>	2023 Agreement
<b><u>ACTION REQUESTED</u></b>	Approve 2023 Contract

**SUMMARY/BACKGROUND** Agreement with Skamania County to provide natural resource technical assistance, workshops and services to Skamania County landowners and residents.

**RECOMMENDATION**

Please sign 2023 Agreement with Underwood Conservation District to provide natural resource technical assistance, workshops and services to Skamania County landowners and residents.

**LIST ATTACHMENTS**

Contract Facesheet  
Agenda Commentary  
2023 Contract

AGREEMENT BETWEEN SKAMANIA COUNTY  
AND UNDERWOOD CONSERVATION DISTRICT  
2023

This agreement made and entered into between UNDERWOOD CONSERVATION DISTRICT, a special district of the State of Washington, hereinafter referred to as “the District,” and SKAMANIA COUNTY, here in after referred to as “the County”.

RECITALS

This Agreement is entered into pursuant to the laws of the State of Washington, including the Interlocal Cooperation Act, Title 34, Chapter 39 of the Revised Code of Washington, and each of the parties hereto represents that it has authority to execute the same.

The County, in the best interest of its citizens, desires to provide technical assistance and information to landowners related to natural resource management; and

The District has the expertise to provide such technical assistance and information;

NOW, THEREFORE, the District and the County, having considered the matters set forth above, and for and in consideration of the mutual benefits to be derived by them, agree as follows:

**1. District Obligations**

A. The District, using District personnel and resources, will utilize County funding to assist in providing the following services to the County and its residents:

1. Natural resources technical assistance to landowners and residents.
2. Cost-share dollars for small conservation projects.
3. Annual Native Tree and Shrub Sale, including low-cost seedlings, outreach and assistance to County residents
4. Educational newspaper articles and public presentations.
5. Continued landowner workshops on subjects like forest management, noxious weeds, and mud and manure management.

B. The District will provide a quarterly request for reimbursement to the County, up to the maximum amount of the contract. The request shall include a report indicating the activities conducted in support of 1.A.

**2. Compensation**

The payment to the District for services provided under this contract as set forth in Section 1 shall not exceed \$9,000.

**3. Term of Agreement**

This agreement shall be effective from January 1, 2023 through December 31, 2023.

DATED: \_\_\_\_\_, 2023.

BOARD OF COMMISSINERS  
SKAMANIA COUNTY, WASHINGTON

UNDERWOOD CONSERVATION  
DISTRICT  
WHITE SALMON, WASHINGTON

\_\_\_\_\_  
Richard Mahar, Chair

\_\_\_\_\_  
Tova Tillinghast, District Manager

\_\_\_\_\_  
T.W. Lannen, Commissioner

Date \_\_\_\_\_

\_\_\_\_\_  
Robert Hamlin, Commissioner

ATTEST:

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

APPROVED AS TO FORM ONLY:



\_\_\_\_\_  
Adam Kick, Prosecuting Attorney

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number 2023

2. Contract Status: (Check appropriate box)  Original  Renewal

3. Contractor Information: Contractor: WA Gorge Action Programs  
Contact Person: Leslie Naramore  
Title: Executive Director  
Address: P.O. Box 805  
Address: Bingen, WA 98602  
Phone: (509) 493-2662

4. Brief description of purpose of the contract and County's contracted duties: Operation of a food bank in Stevenson.

5. Term of Contract: From: January 1, 2023 To: December 31, 2023

6. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners  
Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)  
Formal Sealed Bid Process (Purchase is over \$25,000)  
Other Exempt (explain and provide RCW) \_\_\_\_\_

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

Small Works Roster (PW projects up to \$200,000)  
Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Budget Committed in Current Year: \$15,000  
Amount Not Budgeted in Current Year: \$ Source: 0010.360 External Serv.  
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_  
Total County Funds Committed: \$15,000  
TOTAL FUNDS COMMITTED: \$15,000

8. County Contact Person: Name: Lisa Sackos [sackos@co.skamania.wa.us](mailto:sackos@co.skamania.wa.us)  
Title: Clerk of the Board

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Washington Gorge Action Programs (WGAP) Signature
<b><u>AGENDA DATE</u></b>	January 10, 2022
<b><u>SUBJECT:</u></b>	2023 Contract to provide for operation of a food bank in Stevenson
<b><u>ACTION REQUESTED</u></b>	Approve 2023 Contract

**SUMMARY/BACKGROUND** Under agreement with Skamania County to operate a food bank in Stevenson

**RECOMMENDATION**

Please sign 2023 Agreement with Washington Gorge Action Programs

**LIST ATTACHMENTS**

Contract Facesheet  
Agenda Commentary  
2023 Contract

**SKAMANIA COUNTY - SERVICE CONTRACT  
2023**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **WASHINGTON GORGE ACTION PROGRAMS**, a non-profit corporation, hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

**1. AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings regarding this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is the Chair, Skamania County Board of Commissioners. Changes that require a change in the amount of the contract price shall require the approval of the Skamania County Board of Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it can provide the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

**3. SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of one (1) page, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers.

4. **TERMS OF CONTRACT**

The contract shall begin on January 1, 2023 and terminate on December 31, 2023; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the CONTRACTOR shall not exceed \$15,000 including Washington sales tax,
- B. Payment on the account of the contracted services shall be made **monthly**. Payment is due within thirty (30) days of submission of accepted detailed invoice. A written report shall be submitted to the County as set forth in Attachment A. **The final invoice for December 2023 must be received no later than December 5, 2023.**
- C. The CONTRACTOR agrees that funds received from the COUNTY can be expended for only public purposes and the CONTRACTOR will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the COUNTY detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds. If the total amount paid to the CONTRACTOR, as a sub-recipient of federal funds, exceeds \$300,000 in federal funds during a calendar year, the CONTRACTOR shall be required to have an independent audit of the use of the federal funds as required in OMB Circular A-133.

6. **INSURANCE**

The CONTRACTOR agrees to save the COUNTY harmless from any liability that might otherwise attach to the COUNTY arising out of any activities of the CONTRACTOR pursuant to this contract and caused by the CONTRACTOR'S negligence.

The CONTRACTOR further agrees to provide the COUNTY with evidence of liability insurance naming the COUNTY, its elected and appointed officials, agents, employees, and volunteers as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless the COUNTY and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of CONTRACTOR'S performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the CONTRACTOR or its agents and employees and the COUNTY or its appointed and elected



officials, agents and employees, then the **CONTRACTOR** expressly and specifically agrees to hold the **COUNTY** harmless to the extent of the **CONTRACTOR** or its agents' and employees' concurrent negligence.

The **CONTRACTOR** specifically waives its immunity against Skamania County under Title 51 RCW (Industrial insurance statute) and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the **COUNTY**. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

- A. The **CONTRACTOR** shall not discriminate based on race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.
- B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age, or disability:
1. Deny an individual any services or other benefits provided under this agreement.
  2. Provide any service(s) or other benefits to an individual which are different or are provided in a different manner from those provided to others under this agreement.
  3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
  4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the CONTRACTOR's noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the COUNTY. The COUNTY shall, however, give the CONTRACTOR reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the COUNTY and the CONTRACTOR and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the CONTRACTOR'S name, address, and the COUNTY department the contract is with; and
- E. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The CONTRACTOR shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the CONTRACTOR'S failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. If the CONTRACTOR shall fail to fulfill in a timely manner any of the covenants of this agreement, the COUNTY shall have the right to terminate this agreement by giving the CONTRACTOR seven (7) day's notice, in writing, of the COUNTY'S intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs, and other work product resulting from this agreement shall, at the option of the COUNTY, become the COUNTY'S property. The CONTRACTOR shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the CONTRACTOR is determined to be in default of this contract the COUNTY shall be entitled to damages, computed by subtracting from the cost to the County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the COUNTY may withhold any payments owed to the CONTRACTOR for the purposes of set off until such time as the exact amount of damages can be computed.

**15. NON-DEFAULTING TERMINATION**

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the COUNTY from federal or state agencies and, in the event said grant monies should for any reason not be received by the COUNTY or should be terminated by the granting agency, then this contract shall terminate without damages to either party. PROVIDED THAT the CONTRACTOR shall be entitled to be paid for the work performed to date to the extent the COUNTY is entitled to receive reimbursement for any such payment; and, in that regard, the CONTRACTOR agrees that it understands the COUNTY'S source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party thirty (30) days written notice of said termination.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

**WASHINGTON GORGE  
ACTION PROGRAMS**

\_\_\_\_\_  
T.W. Lannen Chairman

\_\_\_\_\_  
Leslie Naramore, Executive Director

\_\_\_\_\_  
Richard Mahar Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Asa Leckie Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

  
\_\_\_\_\_  
Adam Kick, Prosecuting Attorney

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

**ATTACHMENT "A"**  
**2023 SCOPE OF WORK**  
**CONTRACT BETWEEN WASHINGTON GORGE ACTION PROGRAMS**  
**AND SKAMANIA COUNTY FOR STEVENSON FOOD BANK**

It is recognized by both parties that the \$15,000 in County funds for this contract are to be used to supplement food bank services in Skamania County and shall not in any way negatively affect the amount of other funds or services made available for the Stevenson Food Bank by the Contractor.

In consideration of the \$15,000, the Contractor shall provide the following services at the Stevenson Food Bank:

1. Operate a food bank open to the public and manage distribution of emergency food boxes distributed through the WGAP office. Contract funds, not to exceed \$15,000 (less any administrative costs allowed in Item 5) may be used to pay staff, rent and utility costs for the Stevenson Food Bank.
2. Provide food to qualified persons when food is available through the food bank.
3. Screen all persons requesting assistance for need based on state and federal criteria.
4. Provide referral service, following Contractor guidelines, to other social services agencies for persons identified as needing service beyond those of the food bank.
5. Provide administrative support for the Stevenson Food Bank, including the preparation and administration of grants that affect the Stevenson Food Bank. Provide monthly reports to the County and the Stevenson Food Bank Committee that describe the services provided for the month and the expenditure of contract funds for the month and contract-to-date. Report shall also include information regarding all food bank activity and distribution for Washington Gorge Action Programs for Klickitat and Skamania Counties. Reports shall be due 10 days after the last day of the month. Up to 10% of the total contract amount may be used for administrative services costs.
6. Work cooperatively with the Stevenson Food Bank Committee in determining services to be provided, budgeting and other matters affecting the Stevenson Food Bank.

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number 2022

2. Contract Status: (Check appropriate box)       Original       Renewal       Amendment

3. Contractor Information:      Contractor:      Evergreen Forest County Group  
Contact Person:      Robert K. Weidner  
Title:      9720 Ironmaster Drive  
Address:        
Address:      Burke, VA 22015  
Phone:      (703) 898-6603

4. Brief description of purpose of the contract and County's contracted duties: 2023 County Annual Dues for Public Land, Environment & Natural Resources work by Robert K. Weidner on behalf of Skamania County in Washington D.C.

5. Term of Contract:      From: January 1, 2023      To: December 31, 2023

6. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners  
Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)  
Formal Sealed Bid Process (Purchase is over \$25,000)  
Other Exempt (explain and provide RCW) \_\_\_\_\_

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

Small Works Roster (PW projects up to \$200,000)  
Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Budget Committed in Current Year:      \$10,000  
Amount Not Budgeted in Current Year      \$ -0-      Source: \_\_\_\_\_  
Total Non-County Funds Committed:      \$ -0-      Source: \_\_\_\_\_  
Total County Funds Committed:      \$10,000  
TOTAL FUNDS COMMITTED:      \$10,000

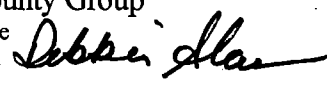
8. County Contact Person:      Name: Lisa Sackos [sackos@co.skamania.wa.us](mailto:sackos@co.skamania.wa.us)  
Title: Clerk of the Board

9. Department Approval:        
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

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**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Robert Weidner/Evergreen Forest County Group	Signature 
<b><u>AGENDA DATE</u></b>	January 10, 2023	
<b><u>SUBJECT:</u></b>	2023 Agreement	
<b><u>ACTION REQUESTED</u></b>	Approve 2023 Contract	

**SUMMARY/BACKGROUND** Agreement for 2023 annual dues for Public Land, Environment & Natural Resources work on behalf of Skamania County in Washington D.C.

**RECOMMENDATION**

Please sign and approve 2023 Agreement

**LIST ATTACHMENTS**

- Contract Facesheet
- Agenda Commentary
- 2023 Contract

**MEMORANDUM OF AGREEMENT  
ON BEHALF OF SKAMANIA COUNTY, A MEMBER  
OF THE EVERGREEN FOREST COUNTY GROUP  
A Rural Public Lands County Council Affiliate  
2023**

**I. PARTIES**

This Memorandum of Agreement is by and between Robert K. Weidner, hereinafter “Weidner”, with offices in the Washington, D.C. area and Skamania County, hereinafter “the County”.

**II. RESPONSIBILITIES**

Pursuant to the terms of this Memorandum of Agreement, Weidner will serve as Washington, D.C. government relation’s advisor to Skamania County and other counties of the Evergreen Forest County Group hereinafter “Evergreen”. In this role, Weidner will report to and receive guidance from Evergreen Group Members & Commissioners of participating counties including:

- A. Monitoring and information gathering with the Administration and Congress with respect to matters in which the counties may have interest. Specifically, Weidner will closely monitor and provide information on matters affecting public lands within member counties.
- B. Lobbying Congress and departments of the executive Branch of the government including the Department of the Interior, the Office of Management and Budget, the Department of Energy, the Environmental Protection Agency, and the Department of Agriculture with respect to matters, which affect member counties. This will involve arranging meetings for officials of the member counties with officials of these departments as necessary; the preparation of testimony and briefing papers; assisting in devising strategy; the implementation of that strategy with respect to House and Senate Committees; and liaison work with key committee members of the House and Senate Committees as well as Committee staff.
- C. In addition to those activities described in “B” above, this will include working with members and staffs of relevant Congressional Committees on an on-going basis on behalf of member counties.
- D. Providing regular briefings to the Evergreen Executive Committee and member counties following the guidelines set forth by the Executive Committee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
T.W. Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

\_\_\_\_\_  
Asa Leckie, Commissioner

**Approved as to form only:**



\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_





RECEIVED

NOV 03 2022

SKAMANIA COUNTY  
COMMISSIONERS

## Robert K Weidner

9720 Ironmaster Drive  
Burke, Virginia 22015  
October 24, 2022

Dear Commissioners/Council Members:

Next January will mark the beginning of my thirty first year working as your advocate in Washington, D.C., not including my fifteen years working while mentored by a truly great man, former Utah Senator Jake Garn. Jake served along side Scoop Jackson, Warren Magnusson, Slade Gorton and Dan Evans. Together, they all overcame the partisan divide that afflicts us today by advocating access to and wise multiple use management of National Forest and other federal lands. These men understood the true meaning of conservation through wise stewardship. They each supported logging as a necessary tool for active forest management and worked across party lines to see that men and women had opportunities to work in the forest products industry on federal, state and private forests. They would find today's political environment anathema to that for which America stands.

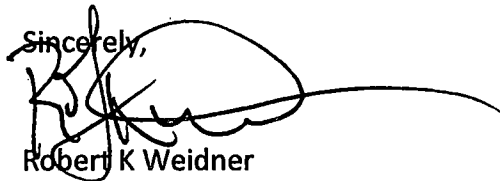
I stand second to no one arguing that the federal government must honor its obligations to rural public lands counties by making full Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) payments. Most recently, I have worked directly with Finance Committee Chairman, Oregon Senator Ron Wyden, whose idea it was to compensate revenue sharing counties who have been harmed by reckless federal land and environmental policies to the tune of \$750 million per year for two years from the Treasury Department. You should each be receiving the first of those payments now. I currently represent the National Forest Counties and Schools Coalition advocating active National Forest and BLM management as well as the uranium mining industry whose work is desperately needed on federal lands to meet the demands of American electricity users through clean nuclear power generation.

Recognizing the value of broader coalitions, I am pleased to represent several other western public lands counties in Colorado, New Mexico, Arizona, Nevada, California and Utah advocating positions compatible with those Senator Garn taught me.


Over the years it has been my focus to: 1) Keep an eye on NACo to make sure it did in fact, represent our western public lands interests and to similarly keep an eye on the Congress and Administration no matter which party was in charge to protect our same values. To that end I have been pleased to work with NACo whenever possible and by working with the National Forest Counties and Schools Coalition to protect Congress's commitment to share revenues from management of National Forests and public lands generally.

I am grateful for your ongoing support and look forward to continuing to work on your behalf to protect access to our public lands for all multiple uses and to continue to evaluate whether returning land management authority to the states and counties is actually the best way to protect our rural western way of life. We are the true environmentalists and let no one tell you otherwise.

Finally, let me share sage counsel from another of my original mentors, the late, great San Juan County, Utah Commissioner, Calvin Black who shared with Senator Garn and me lasting words of wisdom. Calvin taught us: "He who controls the land, controls his destiny!" Truer words were never spoken and to those words I remain committed.

Sincerely,  
  
Robert K Weidner

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Skamania County Domestic Violence Council	Signature 
<b><u>AGENDA DATE</u></b>	January 10, 2023	
<b><u>SUBJECT:</u></b>	2023 Contract to provide domestic violence and sexual assault assistance and counseling to Skamania County residents	
<b><u>ACTION REQUESTED</u></b>	Approve 2023 Contract	

**SUMMARY/BACKGROUND** Under agreement with Skamania County to provide domestic violence and sexual assault assistance and counseling to residents of Skamania County

**RECOMMENDATION**

Please sign 2023 Agreement with Skamania County Council on Domestic Violence

**LIST ATTACHMENTS**

- Contract Facesheet
- Agenda Commentary
- 2023 Contract

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number 2023

2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment

3. Contractor Information: Contractor: Skamania County Domestic Violence Council  
Contact Person: Lisa Butcher  
Title: Executive Director  
Address: PO Box 477  
Address: Stevenson, WA 98648  
Phone: 427-4210 [sccdvs@gorge.net](mailto:sccdvs@gorge.net)

4. Brief description of purpose of the contract and County's contracted duties: To provide domestic violence and sexual assault assistance and counseling to Skamania County residents.

5. Term of Contract: From: January 1, 2023 To: December 31, 2023

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) 39.34 RCW

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Budget Committed in Current Year: \$10,000  
Amount Not Budgeted in Current Year: \$ Source: 0010.360 – External Services  
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_  
Total County Funds Committed: \$10,000  
TOTAL FUNDS COMMITTED: \$10,000

8. County Contact Person: Name: Lisa Sackos  
Title: Clerk of the Board – [sackos@co.skamania.wa.us](mailto:sackos@co.skamania.wa.us)

9. Department Approval: J. W. Lamen  
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

**SKAMANIA COUNTY - SERVICE CONTRACT  
2023**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SKAMANIA COUNTY COUNCIL ON DOMESTIC VIOLENCE**, a non-profit corporation, hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings regarding this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state, or local governments to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is Chair, Skamania County Board of Commissioners; if changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it can provide the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of one (1) page, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on January 1, 2023, and terminate on December 31, 2023; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$10,000 including Washington sales tax and shall be paid as outlined below.
- B. Payment on the account of the contracted services shall be made monthly according to the following schedule:

January	\$833.33	July	\$833.33
February	\$833.33	August	\$833.33
March	\$833.33	September	\$833.33
April	\$833.33	October	\$833.33
May	\$833.33	November	\$833.33
June	\$833.33	December	\$833.37

The **CONTRACTOR** shall submit a progress report of activities conducted under this contract as set forth in Attachment A. The report should be submitted quarterly in March, June, September, and December. No invoice needs to be submitted. **The final payment for December 2023 will be submitted by Commissioners' staff to the Auditor for payment at least by the Auditor's final voucher run of the year.**

- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds. If the total amount paid to the **CONTRACTOR**, as a sub-recipient of federal funds, exceeds \$300,000 in federal funds during a calendar year, the **CONTRACTOR** shall be required to have an independent audit of the use of the federal funds as required in OMB Circular A-133.

6. **INSURANCE**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence.

The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of liability insurance naming the **COUNTY, its elected and appointed officials, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity against Skamania County under Title 51 RCW (Industrial insurance statute) and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.



10. **EQUAL EMPLOYMENT OPPORTUNITY.**

- A. The **CONTRACTOR** shall not discriminate based on race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.
- B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age, or disability:
  - 1. Deny an individual any services or other benefits provided under this agreement.
  - 2. Provide any service(s) or other benefits to an individual which are different or are provided in a different manner from those provided to others under this agreement.
  - 3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
  - 4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded other under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled, or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- E. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected

to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs, and other work product resulting from this agreement shall, at the option of the **COUNTY**, become the **COUNTY'S** property. The **CONTRACTOR** shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the **CONTRACTOR** is determined to be in default of this contract the **COUNTY** shall be entitled to damages, computed by subtracting from the cost to the County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the **COUNTY** may withhold any payments owed to the **CONTRACTOR** for the purposes of set off until such time as the exact amount of damages can be computed.

15. **NON-DEFAULTING TERMINATION**

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the **COUNTY** from federal or state agencies and, in the event said grant monies should for any reason not be received by the **COUNTY** or should be terminated by the granting agency, then this contract shall terminate without damages to either party. PROVIDED THAT the **CONTRACTOR** shall be entitled to be paid for the work performed to date to the extent the **COUNTY** is entitled to receive reimbursement for any such payment; and, in that regard, the **CONTRACTOR** agrees that it understands the **COUNTY'S** source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party thirty (30) days written notice of said termination.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

**SKAMANIA COUNTY COUNCIL  
ON DOMESTIC VIOLENCE**

\_\_\_\_\_  
T.W. Lannen, Chair

\_\_\_\_\_

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Asa Leckie, Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:


  
\_\_\_\_\_  
Adam Kick, Prosecuting Attorney

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**SKAMANIA COUNTY COUNCIL ON DOMESTIC VIOLENCE**  
**2023**

- A. The **CONTRACTOR** shall maintain an organization whose responsibilities shall include providing the following services to the victims of domestic violence:
1. Crisis counseling and emotional support for abused partners and their children.
  2. Emergency shelter for abused women and their children.
  3. Transportation to long-term shelter.
  4. Consultation regarding social service agencies, police, hospitals, courts, etc.
  5. Information and referral.
  6. Speaker's Bureaus (educational programs on prevention of battering, sexual assault, or other related domestic violence topics).
- B. The **CONTRACTOR** agrees to provide the necessary supervisory personnel to supervise the activities referred above.
- C. The **CONTRACTOR** shall maintain records to document how moneys have been expended in performance of this agreement. Upon request, said records shall be furnished to the appropriate county official for audit purposes.
- D. The **CONTRACTOR** shall prepare a quarterly report for the **COUNTY** describing the activities performed under this contract. Said report shall be submitted to the **COUNTY** no later than the last day of the months of **March, June, September and December 2023**.
- E. Develop a budget plan with alternative sources of funding to accommodate a reduction in Skamania County's financial support.
- F. Accept referrals for sexual assault program as requested by Skamania County Counseling Center.

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	1/10/2023	
<b><u>SUBJECT</u></b>	Monique Adams, LCSW, LLC 2023 Professional Services Contract	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Contract to provide Mental Health clinical and crisis services for the Community Health office

**FISCAL IMPACT**

\$80,000 maximum                      EXPENDITURE CONTRACT

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

- Face Sheet
- Contract
- Attachment A – Scope of Work
- Attachment B – HIPAA Business Associate Agreement
- Attachment C – Suspension & Debarment Certification

## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number \_\_\_\_\_

2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment

3. Contractor Information: Contractor: **Monique Adams, LCSW, LLC.**  
Contact Person: Monique Adams  
Title: Mental Health Professional  
Email: moniqueadamslcsw@gmail.com  
Phone: (541) 399-2065

4. Brief description of purpose of the contract and County's contracted duties:

Renew contract to provide Mental Health crisis and clinical services.

5. Term of Contract: From: January 1, 2023 To: December 31, 2023

6. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)  
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)  
 Formal Sealed Bid Process (Purchase is over \$25,000)  
 Other Exempt (explain and provide RCW) 39.29

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)  
 Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Budget Committed in Current Year: \$80,000  
Budget Amendment Amount: \$  
Total Non-County Funds Committed: \$80,000 Source: Mental Health Funds  
Total County Funds Committed: \$ -0-

TOTAL FUNDS COMMITTED: \$80,000

8. County Contact Person: Name: Allen Isaacson  
Title: Data & Finance Manager

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: Please email the contract to moniqueadamslcsw@gmail.com

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND MONIQUE ADAMS, LCSW, LLC.  
(2023)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **MONIQUE ADAMS, LCSW, LLC.**, hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is Tamara Cissell; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services

contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, B, and C, which have been initialed by the parties, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on January 1, 2023 and terminate on December 31, 2023; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon seven (7) days written notice.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$80,000.00, including Washington sales tax, and shall be paid as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.
- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.



6. **INSURANCE**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

- A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.
- B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:
- (1) Deny an individual any services or other benefits provided under this agreement.
  - (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
  - (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
  - (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR**'s noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- e. be mailed to the Board of Commissioners, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTOR'S** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party thirty (30) days written notice.

15. **OWNERSHIP OF WORK PRODUCTS.**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 20\_\_.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

MONIQUE ADAMS, LCSW

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

## **Attachment A**

### **SCOPE OF WORK FOR CONTRACT BETWEEN SKAMANIA COUNTY and MONIQUE ADAMS, LCSW, LLC.**

#### **SCOPE OF WORK 2023**

The purpose of this contract is to provide Designated Crisis Responder (DCR) Crisis-on-call and outpatient mental health therapy services for Skamania County Community Health.

Skamania County Community Health has been licensed by the State of Washington as a Mental Health Agency and is subject to the Revised Code of Washington and Washington Administrative Code pertaining to Mental Health Agencies, and the therapist agrees to abide by all provisions of the above.

The Contract Therapist agrees to:

1. The Contractor shall provide on-call ITA (Involuntary Treatment Act) services on a schedule as agreed upon by the Skamania County Community Health Director and/or Behavioral Health Manager. The Contractor shall submit ITA investigation or detention paperwork with other required service activity paperwork the first working day following the service activity. Contractor shall provide mental health therapist services within Skamania County Community Health's outpatient mental health program as scheduled by Tamara Cissell, Community Health Director.
2. The Contractor shall abide by all Revised Codes of Washington, Washington Administrative Codes and Mental Health Therapist ethical codes with regard to confidentiality and nondiscrimination.
3. The Contractor shall consult with social service agencies, such as DSHS, Physicians, Schools, Sheriff's Department, deputies, or other agencies as needed when confidentiality releases are signed by clients and there is a need for consultation, except in those cases where there is a danger to self or others, and no release is necessary.
4. The Contractor shall consult with Skamania County Community Health staff on referrals from ITA investigation work as necessary.
5. The Contractor agrees to provide outpatient mental health services to Skamania County Community Health clients and documentation as required by the County and RCW, WAC's.

6. The Contractor is recognized to be an independent contractor, not under the direct supervision of the Community Health Director, and not an employee of Skamania County.


7. The Contractor's schedule and number of on-call hours provided to Skamania County residents shall be coordinated with the Skamania County Community Health Director and/or Behavioral Health Manager. It is understood and agreed that the amount of service hours provided is dependent on the availability of State or Federal funding for the services. This contract shall remain open to allow for referrals to contractor for specialized mental health services as needed.

8. Payment for Services: The Contractor shall be paid for service hours at the rate of \$50 per day of on-call standby service and \$65.00 per hour for actual DCR (Designated Crisis Response) / ITA (Involuntary Treatment Act) crisis investigation or detention direct services and \$65.00 per hour for hours worked in outpatient clinical services.

9. Contract amount will not exceed \$80,000.00 in this contract period.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

 1/4/23  
\_\_\_\_\_  
County Date

Attachment B  
HIPAA Business Associate Agreement

Definitions: COUNTY shall mean **Skamania County**  
CONTRACTOR shall mean **Monique Adams, LCSW, LLC.**

Obligations & Activities of Business Associate:

1. CONTRACTOR agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.
6. CONTRACTOR agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining COUNTY'S compliance with Health Information Portability and Accountability Act (HIPAA).
7. CONTRACTOR agrees to document such disclosures of PHI and information related to such disclosures as would be required for COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. CONTRACTOR agrees to provide to COUNTY or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. CONTRACTOR may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the CONTRACTOR, provided that such use or disclosure would not violate HIPAA.

COUNTY Responsibilities:

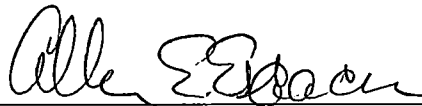
1. COUNTY shall notify CONTRACTOR of any limitations in its notice of privacy practices of CONTRACTOR in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR'S use or disclosure of PHI.
3. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under HIPAA if done by COUNTY.


Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for COUNTY to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with HIPAA.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Allen Esaacson  
Data & Finance Manager

  
\_\_\_\_\_  
Date



Attachment C  
SUSPENSION & DEBARMENT CERTIFICATION

**Definitions:** COUNTY shall mean **Skamania County**  
CONTRACTOR shall mean **Monique Adams, LCSW, LLC**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier (subcontracting) transactions.

The CONTRACTOR certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to KIRBY RICHARDS if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Should the CONTRACTOR enter into a covered transaction with another person at the next lower tier (subcontract), the CONTRACTOR agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The CONTRACTOR will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the contract with that person

The CONTRACTOR agrees by signing this agreement that it shall not knowingly enter into any lower tier transaction (subcontract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (subcontract) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\_\_\_\_\_  
Contractor




\_\_\_\_\_  
Allen Esaacson  
Data & Finance Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
1/4/23  
Date



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Skamania County Senior Services Department	Signature 
<b><u>AGENDA DATE</u></b>	January 10, 2023	
<b><u>SUBJECT</u></b>	Contract for Infrastructure Software Support	
<b><u>ACTION REQUESTED</u></b>	Sign Contract	

**SUMMARY/BACKGROUND**

This contract is for software support for the Skamania County Senior Services financial database. The database is used for tracking and maintaining all of our financial information.

**FISCAL IMPACT**

Not to exceed \$3000

**RECOMMENDATION**

Sign the contract

**LIST ATTACHMENTS**

Work for Hire Agreement  
HIPAA Business Associate (Attachment A)  
Suspension and Debarment (Attachment B)  
Board Signature Page

## WORK FOR HIRE MAINTENANCE AGREEMENT

This Work for Hire Maintenance Agreement (this "Agreement") is made effective by and between Skamania County Senior Services ("Customer") and BTG Holding Group DBA Infrastructure Software Services of PO Box 146, Bremerton, WA 98337 ("Contractor").

1. **DESCRIPTION OF SERVICES.** Beginning on January 1st, 2023, Infrastructure will provide the following services (collectively, the "Services") as requested by Client:
  - a. Tier one product support for Voucher/Transmittal Database up to 3 hours per month
  - b. Additional customization and development services as requested by client, not to exceed \$3000/year

Services will be performed remotely. Upon termination of the above services client agrees to discontinue use of the HAP Database system and destroy all copies of the HAP Database application. Client retains the right to retain copies of the input and output data files processed by the system as well as an export of all system data.

2. **PAYMENT FOR SERVICES.** Client will pay compensation to Infrastructure according to the following schedule:
  - a. Tier one support of \$172.50/month
  - b. Additional developer services/support at \$225/hour, additional Tier One support at \$57.50/hour

This compensation shall be payable within (30) thirty days of the date of invoice, delinquent thereafter and subject to a 1% per month (12% APR) finance charge or \$5 per month, whichever is greater. Tier One costs to be prepaid in 12-month increments, balance refundable on cancellation with 30 days' notice. Rates and terms of service are subject to change with notice by Infrastructure. It is the duty of the client to verify rates and terms prior to engagement of service.

3. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to Customer, and not an employee of Customer. Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor, nor will Contractor be reimbursed for expenses. As an independent contractor, Contractor will control the means of accomplishing the Services.
4. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Contractor in connection with the Services shall be the exclusive property of Contractor. However, Customer will retain a complete and irrevocable license for the use, modification, or improvement of the Work Product without restriction. Neither party will be

entitled to royalties or other compensations for future use of the Work Product, components, nor derivative works by the other party.

5. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
6. **LIMITATION OF LIABILITY.** The liability of Contractor to Customer for any reason and upon any cause of action related to the performance of the work under this agreement whether in tort or in contract or otherwise shall be limited to the amount paid by the customer to the developer pursuant to this agreement.
7. **TERM OF AGREEMENT.** The term of this agreement shall be from January 1, 2023 through December 31, 2023.
8. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
9. **JURISDICTIONS AND VENUE.** Should any dispute arise requiring legal action, the laws of the State of Washington shall apply. Venue for any such action shall be in Skamania County Superior Court. The prevailing party in any dispute shall be entitled to an award of reasonable Attorneys fees in addition to any other relief.

Customer:  
Skamania County Senior Services

---

By:

Date:

Contractor:  
Infrastructure Software Services

---

By:

Date:

Attachment A  
HIPAA Business Associate Agreement

Definitions: COUNTY shall mean **Skamania County**

CONTRACTOR shall mean **BTG Holding Group DBA Infrastructure Software Services (effective 1/1/2023)**

Obligations & Activities of Business Associate:

1. CONTRACTOR agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.
6. CONTRACTOR agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining COUNTY'S compliance with Health Information Portability and Accountability Act (HIPAA).
7. CONTRACTOR agrees to document such disclosures of PHI and information related to such disclosures as would be required for COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. CONTRACTOR agrees to provide to COUNTY or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. CONTRACTOR may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the CONTRACTOR, provided that such use or disclosure would not violate HIPAA.

COUNTY Responsibilities:

1. COUNTY shall notify CONTRACTOR of any limitations in its notice of privacy practices of CONTRACTOR in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR'S use or disclosure of PHI.
3. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under HIPAA if done by COUNTY.

Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for COUNTY to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with HIPAA.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Sophie Miller  
Senior Services Program Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment B  
SUSPENSION & DEBARMENT CERTIFICATION

**Definitions:** COUNTY shall mean **Skamania County**  
CONTRACTOR shall mean **Infrastructure Software Services**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier (subcontracting) transactions.

The CONTRACTOR certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to Sophie Miller if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Should the CONTRACTOR enter into a covered transaction with another person at the next lower tier (subcontract), the CONTRACTOR agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The CONTRACTOR will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the contract with that person

The CONTRACTOR agrees by signing this agreement that it shall not knowingly enter into any lower tier transaction (subcontract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (subcontract) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Sophie Miller  
Senior Services Program Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
T.W. Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

\_\_\_\_\_  
Asa Leckie, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Events Department	 Signature
<b><u>AGENDA DATE</u></b>	01/10/23	
<b><u>SUBJECT</u></b>	Rainier Amusements, LLC	
<b><u>ACTION REQUESTED</u></b>	Approve Contract	

**SUMMARY/BACKGROUND**

Skamania County purposes to contract with Rainier Amusements, LLC to provide a carnival for the 2023 Skamania County Fair. This show will include a variety of amusement rides, games, and food concessions. The Carnival guarantees a family friendly venue that welcomes many visitors to our annual event.

**FISCAL IMPACT**

With the addition of the carnival to the Skamania County Fair it will draw people who would not otherwise come to the event. The tickets will be sold in advance at local businesses and online this year.

**RECOMMENDATION**

Approve the contract

**LIST ATTACHMENTS**

Contract  
Facesheet

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number \_\_\_\_\_

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Rainier Amusements, LLC  
Contact Person: Crystal Hoss  
Title: Owner  
Address: 11954 NE Glisan St PMB 431  
Address: Portland, OR 972200  
Phone: 971-703-8558

4. Brief description of purpose of the contract and County's contracted duties:

The contract between Rainier Amusements and Skamania County will ensure that a carnival will be present at the Skamania County Fair and Timber Carnival. Skamania County will provide the carnival space to set up and direction/support if needed during the festival.

5. Term of Contract: From: January 1, 2023 To: December 31, 2023

6. Contract Award Process: (Check appropriate box)

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) \_\_\_\_\_

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$19,000 revenue  
Amount Not Budgeted in Current Year \$ Source: \_\_\_\_\_  
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_  
Total County Funds Committed: \$  
TOTAL FUNDS COMITTED: \$19,000 revenue

8. County Contact Person: Name: Alex Hays  
Title: Community Events Program Manager

9. Department Approval: \_\_\_\_\_  
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

---

**SKAMANIA COUNTY - CONTRACT BETWEEN SKAMANIA COUNTY  
AND RAINIER AMUSEMENTS, LLC  
(2023)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **RAINIER AMUSEMENTS, LLC**, hereinafter referred to as the "**CARNIVAL**",

**WITNESSETH THAT:**

**1. AUTHORITY TO CONTRACT.**

- A.** The **CARNIVAL** covenants that the person whose signature appears as the representative of the **CARNIVAL** on the signature page of this contract is the **CARNIVAL'S** contracting officer and is authorized to sign on behalf of the **CARNIVAL** and, in addition, to bind the **CARNIVAL** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B.** The **CARNIVAL** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CARNIVAL** by federal, state or local governments in order to enable the **CARNIVAL** to do the business contemplated by this agreement, have been acquired by the **CARNIVAL** and are in full force and effect.
- C.** The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately authorized and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **Alex Hays, Program Manager for Community Events and Recreation**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.**

- A.** The parties intend the **CARNIVAL** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CARNIVAL'S** personal labor is not the essence of this contract; that the **CARNIVAL** will own and supply its own equipment necessary to perform this contract; that the **CARNIVAL** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CARNIVAL** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B.** The **CARNIVAL** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CARNIVAL** to provide such services.

**3. SERVICES TO BE RENDERED.**

- A.** The work to be performed by the **CARNIVAL** consists of providing certain amusement rides and concessions at the annual Skamania County Fair as fully described in the contract documents marked Attachment A, consisting of a total of 2 pages which has been attached hereto and by this reference incorporated herein.

- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the COUNTY.

4. **TERMS OF CONTRACT**

The contract shall begin on January 1<sup>st</sup>, 2023, and end on December 31<sup>st</sup>, 2023; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The COUNTY and the CARNIVAL agree to meet in October of 2023 to discuss an extension of the current contract. Upon the mutual written consent of both parties, this agreement can be extended for up to 2 more years. The COUNTY may terminate this contract earlier upon sixty (60) days written notice. The actual fair dates for **2023 are August 16<sup>th</sup> through August 19<sup>th</sup>**. The COUNTY will provide future fair dates to the CARNIVAL as soon as they are known, but in no case later than April 1 of each year.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services provided by the CARNIVAL shall be determined as outlined below or in Attachment A.
- B. Payment to COUNTY shall be made promptly following the conclusion of the fair.
- C. The CARNIVAL will keep identifiable financial and performance books and records of all funds received pursuant to this contract and shall make them available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. **INSURANCE**

The CARNIVAL agrees to save the COUNTY harmless from any liability that might otherwise attach to the COUNTY arising out of any activities of the CARNIVAL pursuant to this contract and caused by the CARNIVAL'S negligence. The CARNIVAL further agrees to provide the COUNTY with evidence of general liability insurance naming the COUNTY, its elected and appointed official, agents, employees, and volunteers as an additionally insured party in the amount of \$2,000,000.

7. **INDEMNIFICATION**

CARNIVAL agrees to indemnify and hold harmless the COUNTY and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Carnival's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Carnival's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Carnival or its agents and employees and the County or its agents or employees, then the Carnival expressly and specifically agrees to hold the County harmless to the extent of the Carnival or its agents' and employees' concurrent negligence.

The Carnival specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Carnival's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Carnival shall ensure that all Subcontracts also provide that the Carnival or Subcontractor will waive its immunity under Title 51 RCW.

**8. GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

**9. ASSIGNABILITY.**

The **CARNIVAL** shall not assign nor transfer any interest in this contract.

**10. EQUAL EMPLOYMENT OPPORTUNITY.**

- A.** The **CARNIVAL** shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.
- B.** The **CARNIVAL** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:
  - 1. Deny an individual any services or other benefits provided under this agreement.
  - 2. Provide any service(s) or other benefits to an individual, which are different, or are provided in a different manner from those provided to others under this agreement.
  - 3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the carnival's facilities, or other benefits provided under this agreement.
  - 4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded others under this agreement. The **CARNIVAL**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any

services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

**11. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CARNIVAL'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the carnival may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CARNIVAL** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

**12. DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CARNIVAL** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

1. Be in writing; and
2. State the disputed issues; and
3. State the relative positions of the parties; and
4. State the **CARNIVAL'S** name, address, and the **COUNTY** department the contract is with; and
5. Be mailed to the Board of Commissioners, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

**13. WAGE AND HOUR COMPLIANCE.**

The **CARNIVAL** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CARNIVAL'S** failure to so comply.

**14. DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CARNIVAL** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CARNIVAL** seven (7) days' notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CARNIVAL** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CARNIVAL** for such work or completed services any balances due the Carnival, and said amounts shall be used to totally or partially

offset the **COUNTY'S** damages as a result of the **CARNIVAL'S** breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 90 days' notice.

**15. OWNERSHIP OF WORK PRODUCTS.**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the **COUNTY'S** property.

**IN WITNESS WHEREOF**, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CARNIVAL** has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

**RAINIER AMUSEMENTS, LLC**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Crystal Hoss

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board



## ATTACHMENT "A"

### RAINIER AMUSEMENTS, LLC CONTRACT

The following attachment outlines responsibilities of Skamania County, herein referred to as **COUNTY** and Rainier Amusements LLC, herein referred to as **CARNIVAL**.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and to be performed by the parties hereto, it is agreed as follows:

#### Responsibilities of **COUNTY**:

1. Furnish locations, all necessary State, County, and City licenses, occupation taxes and permits for all attractions.
2. Maintain adequate security supervision on Carnival grounds at no additional costs to **CARNIVAL** during operating hours.
3. Provide access to potable water, which will be available on site.
4. Provide on-site shower facilities, with designated hours to be determined and posted by the Fair Office.
5. Find locations to sell advance wristbands; distribute advance wristbands for sale, collect money and audit tickets back to **CARNIVAL**.

#### Responsibilities of **CARNIVAL**:

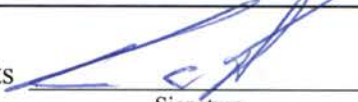
1. Furnish a variety of riding devices and shows, composed of a minimum combination of 8 (Eight) rides, 1 (one) food concession trailer, and 8 (eight) game concessions. (CARNIVAL reserves the right to locate all shows, riding devices and concessions with said show within the area specified.)
2. **CARNIVAL** agrees to provide the carnival at the Skamania County Fairgrounds for 4 (four) consecutive days beginning August 16<sup>th</sup>, 2023, at Noon, and ending at the close of Fair on Saturday, August 19<sup>th</sup>, 2023 at 10:00PM. **CARNIVAL** agrees to provide their show (riding devices and concessions) to the **COUNTY** for their 2023 fair.
3. **CARNIVAL** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CARNIVAL** pursuant to this contract and caused by the **CARNIVAL'S** negligence. The **CARNIVAL** further agrees to provide the **COUNTY** with

- evidence of general liability insurance naming the **COUNTY**, its elected and appointed official, agents, employees, and volunteers as an additionally insured party in the amount of \$2,000,000.
4. **CARNIVAL** agrees to pay **COUNTY** the sum of \$50.00 (fifty) dollars for each Game and Food Concession operated.
  5. **CARNIVAL** will furnish **COUNTY** with Advance Unlimited Ride Wristband Tickets to be sold at a price designated and discussed with Skamania County prior to the sale. Bracelets are good any day from opening until 10:00pm. Advance tickets can be sold until the end of business day, the day before the opening of the fair (In 2023, Tuesday, August 15<sup>th</sup>.) Wristbands sold on site will be designated and discussed with Skamania County prior to the sale.
  6. The **CARNIVAL** shall conform to and comply with all federal, state, county, and local sanitation laws governing carnival operations. All Concessions shall conform to the State Board of Health, County Public Health Department, and other regulatory agencies' rules and regulations. All employees will remain in uniform shirt while working for the **CARNIVAL**.
  7. **CARNIVAL** will pay the **COUNTY** as follows: 20% (twenty percent) of all monies collected for advance ride ticket sales and onsite ride ticket sales for admission tickets and bracelets after the usual Government, State and City tax is deducted as required by Federal and State laws, if any..
  8. Payment is to be made within a reasonable time after completion of final days of business each year.

**Responsibilities of COUNTY and CARNIVAL:**

1. **COUNTY** and **CARNIVAL** agrees to work hand in hand to make this event a success. Should any unforeseen calamity arise, such as fire, floods, illness, strikes, wars, wrecks, tornados, this contract shall be null and void.

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Events Department	
<b><u>AGENDA DATE</u></b>	01/10/23	Signature
<b><u>SUBJECT</u></b>	2023 Lodging Tax Contract	
<b><u>ACTION REQUESTED</u></b>	Sign the Contract	

**SUMMARY/BACKGROUND**

The Wind River Trust is a group that works to enhance the tourism and business opportunities at the Wind River Business Park. They applied for funds to remodel the visitor center located on the property.

**FISCAL IMPACT**

\$17,800 in Lodging Tax

**RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

**LIST ATTACHMENTS**

Facesheet  
Contract



**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND WIND RIVER TRUST**

**(2023)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **WIND RIVER TRUST** hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

**1. AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **ALEX HAYS**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of **two (2)** pages which has been attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **JANUARY 01, 2023** and terminate on **DECEMBER 31, 2023** PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. ~~**PERFORMANCE AND PAYMENT BONDS (If Applicable)**~~

~~Per RCW 39.08.010, the Contractor shall provide a non-corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.~~

6. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$17,800**, including Washington sales tax, and shall be paid as outlined below or in Attachment B, consisting of **one (1)** pages.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

~~The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.~~

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington

and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or



in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with ; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the

CONTRACTOR'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

~~16. OWNERSHIP OF WORK PRODUCTS.~~

~~Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.~~

~~17. CRIMINAL HISTORY CHECKS~~

~~The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.~~

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

WIND RIVER TRUST

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Jeff DeBell

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

**ATTACHMENT "A"**  
**2023 SCOPE OF WORK**  
**WIND RIVER TRUST**

DESCRIPTION OF PROJECT/EVENT

The Wind River Trust is working on remodeling a former Forest Service visitors center for the purposes of drawing tourism to the Wind River Business Park.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

\$17,800 toward the remodeling project.

DELIVERABLES

**Annually:** CONTRACTOR will submit, with initial invoice a copy of their yearly marketing plan and a sampling of marketing material.

**ATTACHMENT "B"**  
**2023 PAYMENTS FOR SERVICES**  
**WIND RIVER TRUST**

To receive payment CONTRACTOR shall:

- Provide a invoice to COUNTY when work is completed

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

Schedule of Payments:

Reimbursement will be provided by invoice


Annual Reporting:

CONTRACTOR shall complete the appropriate event/project report which will be provided to CONTRACTOR by the COUNTY and will include a scheduled due date for return.

The report will be inclusive of, but not limited to the following information:

- Estimates of attendance and/or tourism in the following categories –
  - staying overnight in paid accommodations away from their place of residence or business;
  - staying overnight in unpaid accommodations and traveling more than 50 miles
  - staying for the day only and traveling more than 50 miles
- Project expense detail
- Project summary

## COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Community Events	
	Department	Signature
<b><u>AGENDA DATE</u></b>	01/10/23	
<b><u>SUBJECT</u></b>	2023 Lodging Tax Contract	
<b><u>ACTION REQUESTED</u></b>	Sign the Contract	

### **SUMMARY/BACKGROUND**

The Skamania County Public Works department put in a request to help match a grant to replace the docks located in Home Valley. The docks are a tourist/fishing location and local campgrounds benefit highly from having the dock.

### **FISCAL IMPACT**

\$50,000 in Lodging Tax

### **RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

### **LIST ATTACHMENTS**

Facesheet  
Contract

## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: LTAC\_PW\_2023
2. Contract Status: (Check appropriate box)     Original     Renewal     Amendment
3. Contractor Information:
- |                 |  |
|-----------------|--|
| Contractor:     | Skamania C.E.&R.   |
| Contact Person: | David Waymire  |
| Title:          | Public Works Director  |
| Address:        | PO Box 1009  |
| Address:        | Stevenson, WA 98648  |
| Phone:          | 509.427.3909   |
| Email/Web:      | <a href="mailto:waymire@co.skamania.wa.us">waymire@co.skamania.wa.us</a> |
4. Brief description of purpose of the contract and County's contracted duties: Tourism Promotion / Dock Replacement
5. Term of Contract:                      From: 01/01/23                      To: 12/31/23
6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under **RCW 36.32.245** or Skamania County Code \_\_\_\_\_.  
Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. **Visit <http://apps.leg.wa.gov/rcw/default.aspx?cite=36.32.245> for complete text of the RCW**
- Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)
- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)
7. Amount Budgeted in Current Year:                      \$50,000                      Hotel/Motel Fund 1030.000
8. Amount Not Budgeted in Current Year                      \$
- Total Non-County Funds Committed:                      \$                      Source: \_\_\_\_\_
- Total County Funds Committed:                      \$
- TOTAL FUNDS COMMITTED:                      \$50,000
9. County Contact Person:
- |        |   |
|--------|---|
| Name:  | Alex Hays   |
| Title: | Community Events Program Manager<br>Submitted for the Ska. Co. LTAC |
10. Department Approval: \_\_\_\_\_  
Department Head or Elected Official Signature

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND SKAMANIA COUNTY PUBLIC WORKS  
(2023)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SKAMANIA COUNTY PUBLIC WORKS** hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **ALEX HAYS**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of **two (2)** pages which has been attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **JANUARY 01, 2023** and terminate on **DECEMBER 31, 2023** PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

~~5. **PERFORMANCE AND PAYMENT BONDS (If Applicable)**~~

~~Per RCW 39.08.010, the Contractor shall provide a non corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.~~

6. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$50,000**, including Washington sales tax, and shall be paid as outlined below or in Attachment B, consisting of **one (1)** pages.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.



C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

~~The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.~~

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington

and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or

in part, and the contractor may be declared ineligible for further contracts with the COUNTY. The COUNTY shall, however, give the CONTRACTOR reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the COUNTY and the CONTRACTOR and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the CONTRACTOR'S name, address, and the COUNTY department the contract is with ; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

The CONTRACTOR shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the CONTRACTOR'S failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the CONTRACTOR shall fail to fulfill in a timely manner any of the covenants of this agreement, the COUNTY shall have the right to terminate this agreement by giving the CONTRACTOR seven (7) day's notice, in writing, of the COUNTY'S intent to terminate and the reasons for said termination. And in the event of any such termination the CONTRACTOR shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the COUNTY may withhold from any amounts due the CONTRACTOR for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the

CONTRACTOR'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

16. ~~OWNERSHIP OF WORK PRODUCTS.~~

~~Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.~~

17. ~~CRIMINAL HISTORY CHECKS~~

~~The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.~~

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

PUBLIC WORKS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

**ATTACHMENT "A"**  
**2023 SCOPE OF WORK**  
**PUBLIC WORKS**

DESCRIPTION OF PROJECT/EVENT

The Public Works department is working on replacing the dock that fisherman and tourist use on a regular basis. The money will help go towards a match to get the dock replaced.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

\$50,000 to be used on the dock project.

DELIVERABLES

**Annually:** CONTRACTOR will submit, with initial invoice a copy of their yearly marketing plan and a sampling of marketing material.

**ATTACHMENT "B"**  
**2023 PAYMENTS FOR SERVICES**  
**PUBLIC WORKS**

To receive payment CONTRACTOR shall:

- Provide a invoice to COUNTY when work is completed

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

Schedule of Payments:

Reimbursement will be provided by invoice

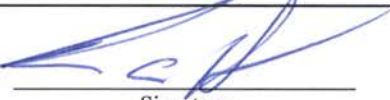
Annual Reporting:

CONTRACTOR shall complete the appropriate event/project report which will be provided to CONTRACTOR by the COUNTY and will include a scheduled due date for return.

The report will be inclusive of, but not limited to the following information:

- Estimates of attendance and/or tourism in the following categories –
  - staying overnight in paid accommodations away from their place of residence or business;
  - staying overnight in unpaid accommodations and traveling more than 50 miles
  - staying for the day only and traveling more than 50 miles
- Project expense detail
- Project summary

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Events	
	Department	Signature
<b><u>AGENDA DATE</u></b>	01/10/23	
<b><u>SUBJECT</u></b>	2023 Lodging Tax Contract	
<b><u>ACTION REQUESTED</u></b>	Sign the Contract	

**SUMMARY/BACKGROUND**

The Skamania County Community Events and Recreation department has requested \$65,000 in Lodging Tax money for items that would enhance the guest experience while at festivals. It would go to replace benches, repair a stage, purchase another stage, and coat the floor in the Exhibit Hall.

**FISCAL IMPACT**

\$65,000 in Lodging Tax

**RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

**LIST ATTACHMENTS**

Facesheet  
Contract

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number: LTAC\_CEAR\_2023

2. Contract Status: (Check appropriate box)     Original     Renewal     Amendment

3. Contractor Information:

Contractor:	Skamania C.E.&R.
Contact Person:	Alex Hays
Title:	Program Manager
Address:	PO Box 369
Address:	Stevenson, WA 98648
Phone:	509.427.3979
Email/Web:	<a href="mailto:hays@co.skamania.wa.us">hays@co.skamania.wa.us</a>

4. Brief description of purpose of the contract and County's contracted duties: Tourism Promotion

5. Term of Contract:                      From: 01/01/23                      To: 12/31/23

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under **RCW 36.32.245** or Skamania County Code \_\_\_\_\_. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. **Visit <http://apps.leg.wa.gov/rcw/default.aspx?cite=36.32.245> for complete text of the RCW**

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year:	\$65,000	Hotel/Motel Fund 1030.000
8. Amount Not Budgeted in Current Year	\$	
Total Non-County Funds Committed:	\$	Source: _____
Total County Funds Committed:	\$	
TOTAL FUNDS COMMITTED:	\$65,000	1030.000.557.304.410*

9. County Contact Person:

Name:	Alex Hays
Title:	Community Events Program Manager Submitted for the Ska. Co. LTAC

10. Department Approval:

  
\_\_\_\_\_  
Department Head or Elected Official Signature



**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND SKAMANIA COUNTY COMMUNITY EVENTS AND RECREATION  
(2023)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SKAMANIA COUNTY COMMUNITY EVENTS AND RECREATION** hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.

B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.

C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **ALEX HAYS**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.

B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of **two (2)** pages which has been attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **JANUARY 01, 2023** and terminate on **DECEMBER 31, 2023** PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. ~~**PERFORMANCE AND PAYMENT BONDS (If Applicable)**~~

~~Per RCW 39.08.010, the Contractor shall provide a non corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.~~

6. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$65,000**, including Washington sales tax, and shall be paid as outlined below or in Attachment B, consisting of **one (1)** pages.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

~~The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.~~

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington

and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

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A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or

in part, and the contractor may be declared ineligible for further contracts with the COUNTY. The COUNTY shall, however, give the CONTRACTOR reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the COUNTY and the CONTRACTOR and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the CONTRACTOR'S name, address, and the COUNTY department the contract is with ; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

The CONTRACTOR shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the CONTRACTOR'S failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the CONTRACTOR shall fail to fulfill in a timely manner any of the covenants of this agreement, the COUNTY shall have the right to terminate this agreement by giving the CONTRACTOR seven (7) day's notice, in writing, of the COUNTY'S intent to terminate and the reasons for said termination. And in the event of any such termination the CONTRACTOR shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the COUNTY may withhold from any amounts due the CONTRACTOR for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the

CONTRACTOR'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

**16. OWNERSHIP OF WORK PRODUCTS.**

~~Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.~~

**17. CRIMINAL HISTORY CHECKS**

~~The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.~~

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

**COMMUNITY EVENTS AND REC.**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Alex Hays Manager**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Commissioner**

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

\_\_\_\_\_  
**Prosecuting Attorney**

\_\_\_\_\_  
**Clerk of the Board**

**ATTACHMENT "A"**  
**2023 SCOPE OF WORK**  
**SKAMANIA COUNTY COMMUNITY EVENTS AND RECREATION**

DESCRIPTION OF PROJECT/EVENT

Community Events and Recreation is a government entity that works cooperatively with various agencies to promote events, recreation and tourism within Skamania County.

Community Events and Recreation have applied for three projects to enhance the guest experience at the events located on the Skamania County fairgrounds.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

\$10,000 for new benches

\$25,000 for stage piece replacement and the purchase of a second stage

\$30,000 for the Exhibit Hall floor

DELIVERABLES

**Annually:** CONTRACTOR will submit, with initial invoice a copy of their yearly marketing plan and a sampling of marketing material.

**ATTACHMENT "B"**  
**2023 PAYMENTS FOR SERVICES**  
**SKAMANIA COUNTY COMMUNITY EVENTS AND RECREATION**

To receive payment CONTRACTOR shall:

- Provide a invoice to COUNTY when work is completed

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

Schedule of Payments:

Reimbursement will be provided by invoice

Annual Reporting:


CONTRACTOR shall complete the appropriate event/project report which will be provided to CONTRACTOR by the COUNTY and will include a scheduled due date for return.

The report will be inclusive of, but not limited to the following information:

- Estimates of attendance and/or tourism in the following categories –
  - staying overnight in paid accommodations away from their place of residence or business;
  - staying overnight in unpaid accommodations and traveling more than 50 miles
  - staying for the day only and traveling more than 50 miles
- Project expense detail
- Project summary



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Events	
	Department	Signature
<b><u>AGENDA DATE</u></b>	01/10/23	
<b><u>SUBJECT</u></b>	2023 Lodging Tax Contracts-Skamania County Fair Board	
<b><u>ACTION REQUESTED</u></b>	Sign the Contract	

**SUMMARY/BACKGROUND**

The **Skamania County Fair Board** works hand in hand with Community Events and Recreation. They have requested \$10,000 to help pay for expenses related to the Columbia Gorge Bluegrass Festival.

**FISCAL IMPACT**

\$10,000 in Lodging Tax

**RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

**LIST ATTACHMENTS**

Facesheet  
Contract



**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND SKAMANIA COUNTY FAIR BOARD**

**(2023)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SKAMANIA COUNTY FAIR BOARD** hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

**1. AUTHORITY TO CONTRACT.**

A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.

B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.

C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **ALEX HAYS**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.**

A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.

B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of **two (2)** pages which has been attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **JANUARY 01, 2023** and terminate on **DECEMBER 31, 2023** PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. ~~**PERFORMANCE AND PAYMENT BONDS (If Applicable)**~~

~~Per RCW 39.08.010, the Contractor shall provide a non corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.~~

6. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$10,000**, including Washington sales tax, and shall be paid as outlined below or in Attachment B, consisting of **one (1)** pages.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

~~The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.~~

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington

and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or

in part, and the contractor may be declared ineligible for further contracts with the COUNTY. The COUNTY shall, however, give the CONTRACTOR reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the COUNTY and the CONTRACTOR and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the CONTRACTOR'S name, address, and the COUNTY department the contract is with ; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

The CONTRACTOR shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the CONTRACTOR'S failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the CONTRACTOR shall fail to fulfill in a timely manner any of the covenants of this agreement, the COUNTY shall have the right to terminate this agreement by giving the CONTRACTOR seven (7) day's notice, in writing, of the COUNTY'S intent to terminate and the reasons for said termination. And in the event of any such termination the CONTRACTOR shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the COUNTY may withhold from any amounts due the CONTRACTOR for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the

CONTRACTOR'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

16. ~~OWNERSHIP OF WORK PRODUCTS.~~

~~Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.~~

17. ~~CRIMINAL HISTORY CHECKS~~

~~The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.~~

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

SKAMANIA COUNTY FAIR BOARD

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Heather Hobbs - President

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board



**ATTACHMENT "A"**  
**2023 SCOPE OF WORK**  
**SKAMANIA COUNTY FAIR BOARD**

DESCRIPTION OF PROJECT/EVENT

The Skamania County Fair Board works on several festivals with Community Events and Recreation. They are applying for money to help pay for expenses related to our Columbia Gorge Bluegrass Festival.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

\$10,000 for Operational Cost related to the Columbia Gorge Bluegrass Festival.

DELIVERABLES

**Annually:** CONTRACTOR will submit, with initial invoice a copy of their yearly marketing plan and a sampling of marketing material.

**ATTACHMENT "B"**  
**2023 PAYMENTS FOR SERVICES**  
**SKAMANIA COUNTY FAIR BOARD**

To receive payment CONTRACTOR shall:

- Provide an invoice with backup documentation to the COUNTY

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

Schedule of Payments:

Reimbursement will be provided by invoice

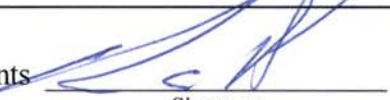
Annual Reporting:

CONTRACTOR shall complete the appropriate event/project report which will be provided to CONTRACTOR by the COUNTY and will include a scheduled due date for return.

The report will be inclusive of, but not limited to the following information:

- Estimates of attendance and/or tourism in the following categories –
  - staying overnight in paid accommodations away from their place of residence or business;
  - staying overnight in unpaid accommodations and traveling more than 50 miles
  - staying for the day only and traveling more than 50 miles
- Project expense detail
- Project summary

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Events	
	Department	Signature
<b><u>AGENDA DATE</u></b>	01/10/23	
<b><u>SUBJECT</u></b>	2023 Lodging Tax Contracts – Logtober Festival	
<b><u>ACTION REQUESTED</u></b>	Sign the Contract	

**SUMMARY/BACKGROUND**

The **Wind River Business Association** has requested \$8,500 in Lodging Tax money to promote and operate the Logtober Festival.

**FISCAL IMPACT**

\$8,500 in Lodging Tax

**RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

**LIST ATTACHMENTS**

Facesheet  
Contract

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number: LTAC\_LOGFEST\_2023

2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment

3. Contractor Information: Contractor: Wind River Business Association  
Contact Person: Chris Malone  
Title: President  
Address: PO BOX 1037  
Address: Stevenson, WA 98648  
Phone: 509.427.8911  
Email/Web: [proactive1@embarqmail.com](mailto:proactive1@embarqmail.com)

4. Brief description of purpose of the contract and County's contracted duties: Tourism Promotion

5. Term of Contract: From: 01/01/23 To: 12/31/23

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under **RCW 36.32.245** or Skamania County Code \_\_\_\_\_.  
Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. **Visit <http://apps.leg.wa.gov/rcw/default.aspx?cite=36.32.245> for complete text of the RCW**

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$8,500 Hotel/Motel Fund 1030.000  
8. Amount Not Budgeted in Current Year: \$  
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_  
Total County Funds Committed: \$  
TOTAL FUNDS COMMITTED: \$8,500 1030.000.557.301.410\*

9. County Contact Person: Name: Alex Hays  
Title: Community Events Program Manager  
Submitted for the Ska. Co. LTAC

10. Department Approval:   
Department Head or Elected Official Signature

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND THE WIND RIVER BUSINESS ASSOCIATION  
(2023)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **WIND RIVER BUSINESS ASSOCIATION**, a non-profit corporation, hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **ALEX HAYS**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of two (2) pages attached hereto, and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the COUNTY.

4. **TERMS OF CONTRACT**

The contract shall begin on **January 01, 2023** and terminate on **December 31, 2023**; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met.

5. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the CONTRACTOR shall be in the amount of **\$8,500** and shall be paid in full upon receipt of an invoice for said contract amount, as outlined in Attachment B, consisting of **one (1)** page, which has been attached hereto and incorporated herein.

B. The CONTRACTOR agrees that funds received from the COUNTY can be expended for only public purposes and the CONTRACTOR will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the COUNTY detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds. If the total amount paid to the CONTRACTOR, as a sub-recipient of federal funds, exceeds \$300,000 in federal funds during a calendar year, the CONTRACTOR shall be required to have an independent audit of the use of the federal funds as required in OMB Circular A-133.

~~6. **INSURANCE**~~

~~The CONTRACTOR agrees to save the COUNTY harmless from any liability that might otherwise attach to the COUNTY arising out of any activities of the CONTRACTOR pursuant to this contract and caused by the CONTRACTOR'S negligence. The CONTRACTOR further agrees to provide the COUNTY with evidence of liability insurance naming the COUNTY, its elected and appointed officials, agents, employees, and volunteers as an additionally insured party in the amount of \$1,000,000.~~

7. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of

the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

1. Deny an individual any services or other benefits provided under this agreement.
2. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have

the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- E. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall, at the option of the **COUNTY**, become the **COUNTY'S** property. The **CONTRACTOR** shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the **CONTRACTOR** is determined to be in default of this contract the **COUNTY** shall be entitled to damages, computed by subtracting from the cost to the



County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the COUNTY may withhold any payments owed to the CONTRACTOR for the purposes of set off until such time as the exact amount of damages can be computed.

15. **NON-DEFAULTING TERMINATION**

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the COUNTY from federal or state agencies and, in the event said grant monies should for any reason not be received by the COUNTY or should be terminated by the granting agency, then this contract shall terminate without damages to either party. PROVIDED THAT the CONTRACTOR shall be entitled to be paid for the work performed to date to the extent the COUNTY is entitled to receive reimbursement for any such payment; and, in that regard, the CONTRACTOR agrees that it understands the COUNTY'S source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party thirty (30) days written notice of said termination.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_ 2023.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

WIND RIVER BUSINESS ASSOC.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chris Malone - President

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

**ATTACHMENT "A"**  
**2023 SCOPE OF WORK**  
**SKAMANIA COUNTY WIND RIVER BUSINESS ASSOCIATION**

DESCRIPTION OF PROJECT/EVENT

**PROJECTS PROMOTING THE ASSETS OF SKAMANIA COUNTY  
AND ENCOURAGING VISITATION:**

The Logtober Festival is the flagship event for the greater Carson/Home Valley area. This event promotes visitation of the Wind River Valley area of Skamania County and encourage overnight stays.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

DELIVERABLES

**Annually:** CONTRACTOR will submit, with initial invoice a copy of the program, and attendance of the GTS

**ATTACHMENT "B"**  
**2023 PAYMENTS FOR SERVICES**  
**SKAMANIA COUNTY WIND RIVER BUSINESS ASSOCIATION**

To receive payment CONTRACTOR shall:

- Provide an itemized invoice to COUNTY
  - \$3500 in Administration
  - \$5000 in Marketing

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

Schedule of Payments:

- Upon completion of the program an invoice will be submitted.


Annual Reporting:

CONTRACTOR shall complete the appropriate event/project reports which will be provided to CONTRACTOR by the COUNTY and will include a scheduled due date for return.

The report will be inclusive of, but not limited to the following information:

- Project expense detail
- Project summary
- Summary of attendance of the GTS

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Events	
	Department	Signature
<b><u>AGENDA DATE</u></b>	01/10/23	
<b><u>SUBJECT</u></b>	2023 Lodging Tax Contracts – Downtown Marketing	
<b><u>ACTION REQUESTED</u></b>	Sign the Contract	

**SUMMARY/BACKGROUND**

The **Wind River Business Association** has requested \$2,785 in Lodging Tax money to promote businesses and events in Carson. They will purchase banners and equipment to hang them on the power poles located in the downtown area

**FISCAL IMPACT**

\$2,785 in Lodging Tax

**RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

**LIST ATTACHMENTS**

Facesheet

Contract

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: LTAC\_DOWNTOWN\_2023

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Wind River Business Association
Contact Person: Chris Malone
Title: President
Address: PO BOX 1037
Address: Stevenson, WA 98648
Phone: 509.427.8911
Email/Web: proactive1@embarqmail.com

4. Brief description of purpose of the contract and County's contracted duties: Tourism Promotion

5. Term of Contract: From: 01/01/23 To: 12/31/23

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
Formal Sealed Bid Process (Purchase is over \$25,000)
This contract was awarded under RCW 36.32.245 or Skamania County Code
Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. Visit http://apps.leg.wa.gov/rcw/default.aspx?cite=36.32.245 for complete text of the RCW

Public Works Construction & Improvements Projects - RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$2,785 Hotel/Motel Fund 1030.000
8. Amount Not Budgeted in Current Year \$
Total Non-County Funds Committed: \$ Source:
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$2,785 1030.000.557.301.410\*

9. County Contact Person: Name: Alex Hays
Title: Community Events Program Manager
Submitted for the Ska. Co. LTAC

10. Department Approval: Department Head or Elected Official Signature

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND THE WIND RIVER BUSINESS ASSOCIATION  
(2023)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **WIND RIVER BUSINESS ASSOCIATION**, a non-profit corporation, hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **ALEX HAYS**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of two (2) pages attached hereto, and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the COUNTY.

4. **TERMS OF CONTRACT**

The contract shall begin on **January 01, 2023** and terminate on **December 31, 2023**; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met.

5. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the **CONTRACTOR** shall be in the amount of **\$2,785** and shall be paid in full upon receipt of an invoice for said contract amount, as outlined in Attachment B, consisting of **one (1)** page, which has been attached hereto and incorporated herein.

B. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds. If the total amount paid to the **CONTRACTOR**, as a sub-recipient of federal funds, exceeds \$300,000 in federal funds during a calendar year, the **CONTRACTOR** shall be required to have an independent audit of the use of the federal funds as required in OMB Circular A-133.

~~6. **INSURANCE**~~

~~The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of liability insurance naming the **COUNTY, its elected and appointed officials, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.~~

7. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of

the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

1. Deny an individual any services or other benefits provided under this agreement.
2. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have



the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- E. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall, at the option of the **COUNTY**, become the **COUNTY'S** property. The **CONTRACTOR** shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the **CONTRACTOR** is determined to be in default of this contract the **COUNTY** shall be entitled to damages, computed by subtracting from the cost to the

County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the COUNTY may withhold any payments owed to the CONTRACTOR for the purposes of set off until such time as the exact amount of damages can be computed.

15. **NON-DEFAULTING TERMINATION**

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the COUNTY from federal or state agencies and, in the event said grant monies should for any reason not be received by the COUNTY or should be terminated by the granting agency, then this contract shall terminate without damages to either party. PROVIDED THAT the CONTRACTOR shall be entitled to be paid for the work performed to date to the extent the COUNTY is entitled to receive reimbursement for any such payment; and, in that regard, the CONTRACTOR agrees that it understands the COUNTY'S source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party thirty (30) days written notice of said termination.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_ 2023.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

WIND RIVER BUSINESS ASSOC.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chris Malone - President

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

**ATTACHMENT "A"**  
**2023 SCOPE OF WORK**  
**SKAMANIA COUNTY WIND RIVER BUSINESS ASSOCIATION**

DESCRIPTION OF PROJECT/EVENT

**PROJECTS PROMOTING THE ASSETS OF SKAMANIA COUNTY  
AND ENCOURAGING VISITATION:**

The Wind River Business Association is working on creating tourism marketing that will be viewed from the road as people drive through the town.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

DELIVERABLES

**Annually:** CONTRACTOR will submit, with initial invoice a copy.

**ATTACHMENT "B"**  
**2023 PAYMENTS FOR SERVICES**  
**SKAMANIA COUNTY WIND RIVER BUSINESS ASSOCIATION**

To receive payment CONTRACTOR shall:

- Provide an itemized invoice to COUNTY
  - \$2,785 for Marketing Equipment and Supplies

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

Schedule of Payments:

- Upon completion of the program an invoice will be submitted.


Annual Reporting:

CONTRACTOR shall complete the appropriate event/project reports which will be provided to CONTRACTOR by the COUNTY and will include a scheduled due date for return.

The report will be inclusive of, but not limited to the following information:

- Project expense detail
- Project summary

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Events	
	Department	Signature
<b><u>AGENDA DATE</u></b>	01/10/23	
<b><u>SUBJECT</u></b>	2023 Lodging Tax Contracts – Interpretive Center	
<b><u>ACTION REQUESTED</u></b>	Sign the Contract	

**SUMMARY/BACKGROUND**

The **Columbia Gorge Interpretive Center** has requested \$29,500 in Lodging Tax money to offset general operating expenses and marketing.

**FISCAL IMPACT**

\$29,500 in Lodging Tax

**RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

**LIST ATTACHMENTS**

Facesheet  
Contract

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number: LTAC\_INTCTR\_2023

2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment

3. Contractor Information: Contractor: Skamania Co. Historical Society  
Columbia Gorge Interpretive Center  
Contact Person: Robert Peterson  
Title: Director  
Address: PO BOX 396  
Address: Stevenson, WA 98648  
Phone: 509.427.8211  
Email/Web: [www.columbiagorge.org](http://www.columbiagorge.org)

4. Brief description of purpose of the contract and County's contracted duties: Tourism Promotion

5. Term of Contract: From: 01/01/23 To: 12/31/23

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under **RCW 36.32.245** or Skamania County Code \_\_\_\_\_.  
Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. **Visit <http://apps.leg.wa.gov/rcw/default.aspx?cite=36.32.245> for complete text of the RCW**

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$29,500.00 Hotel/Motel Fund 1030.000  
8. Amount Not Budgeted in Current Year \$  
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_  
Total County Funds Committed: \$  
TOTAL FUNDS COMMITTED: \$29,500.00 1030.000.557.303.410\*

9. County Contact Person: Name: Alex Hays  
Title: Community Events Program Manager  
Submitted for the Ska. Co. LTAC

10. Department Approval:   
Department Head or Elected Official Signature

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND SKAMANIA COUNTY HISTORICAL SOCIETY AND COLUMBIA GORGE  
INTERPRETIVE CENTER  
(2023)**

THIS CONTRACT, by and between SKAMANIA COUNTY, a municipal corporation, hereinafter referred to as the "COUNTY", and SKAMANIA COUNTY HISTORICAL SOCIETY AND COLUMBIA GORGE INTERPRETIVE CENTER hereinafter referred to as the "CONTRACTOR",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

- A. The CONTRACTOR covenants that the person whose signature appears as the representative of the CONTRACTOR on the signature page of this contract is the CONTRACTOR'S contracting officer and is authorized to sign on behalf of the CONTRACTOR and, in addition, to bind the CONTRACTOR in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The CONTRACTOR covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the CONTRACTOR by federal, state or local governments in order to enable the CONTRACTOR to do the business contemplated by this agreement, have been acquired by the CONTRACTOR and are in full force and effect.
- C. The COUNTY represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the COUNTY has the authority to contract for such services; that the contracting officer for the COUNTY is ALEX HAYS; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

- A. The parties intend the CONTRACTOR to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the CONTRACTOR's personal labor is not the essence of this contract; that the CONTRACTOR will own and supply its own equipment necessary to perform this contract; that the CONTRACTOR will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the CONTRACTOR shall be free from control or direction of the COUNTY over the performance of such services.

B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of **two (2)** pages which has been attached hereto, and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **JANUARY 01, 2023** and terminate on **DECEMBER 31, 2023** PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. ~~**PERFORMANCE AND PAYMENT BONDS (If Applicable)**~~

~~Per RCW 39.08.010, the Contractor shall provide a non corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.~~

6. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$29,500.00**, including Washington sales tax, and shall be paid as outlined below or in Attachment B, consisting of **one (1)** pages.

B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately



determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

~~The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.~~

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with ; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event

the COUNTY may withhold from any amounts due the CONTRACTOR for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the CONTRACTOR'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

~~16. OWNERSHIP OF WORK PRODUCTS.~~

~~Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.~~

~~17. CRIMINAL HISTORY CHECKS~~

~~The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.~~

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

DIRECTOR

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Robert Peterson, Director

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

**ATTACHMENT "A"**  
**2023 SCOPE OF WORK**  
**SKAMANIA COUNTY HISTORICAL SOCIETY AND COLUMBIA GORGE**  
**INTERPRETIVE CENTER**

DESCRIPTION OF PROJECT/EVENT

The Columbia Gorge Interpretive Center is a 23,000 square foot museum interpreting 15,000 years of Columbia Gorge History. It is home to the world's largest catalogued Rosary collection, a gift to Skamania County from the Don Brown Family and the Emory Strong Collection.

Funding provided by the Skamania County Hotel/Motel Fund will be used for marketing and general operations to drive tourism to the museum and surrounding communities.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

- The Columbia Gorge Interpretive Center is allowed to bill monthly for the total balance of \$29,500 for marketing and operations. (see attachment b)

DELIVERABLES

**Annually:** CONTRACTOR will submit, with initial invoice a copy of their yearly marketing plan and a sampling of marketing material.

**Quarterly:** CONTRACTOR shall provide a report that details visitor information, marketing activities, tourism promotion and event information related to the Scope of Work.

**ATTACHMENT "B"**  
**2023 PAYMENTS FOR SERVICES**  
**SKAMANIA COUNTY HISTORICAL SOCIETY AND COLUMBIA GORGE**  
**INTERPRETIVE CENTER**

To receive payment CONTRACTOR shall:

- Provide a monthly invoice to COUNTY
- Provide an itemized list of receipts used for marketing for reimbursement.
- Review marketing plan with the Skamania County Chamber of Commerce for guidance and other marketing opportunities.

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

Schedule of Payments:

The Columbia Gorge Interpretive Center is allowed to seek monthly payments for the sum of \$29,500.

- \$2,462                      Initial payment to be made January 2023
- \$2,458                      Monthly payments to be made February – December 2023


Annual Reporting:

CONTRACTOR shall complete the appropriate event/project report which will be provided to CONTRACTOR by the COUNTY and will include a scheduled due date for return.

The report will be inclusive of, but not limited to the following information:

- Estimates of attendance and/or tourism in the following categories –
  - staying overnight in paid accommodations away from their place of residence or business;
  - staying overnight in unpaid accommodations and traveling more than 50 miles
  - staying for the day only and traveling more than 50 miles
- Project expense detail
- Project summary

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Events	
<b><u>AGENDA DATE</u></b>	Department 01/10/23	Signature
<b><u>SUBJECT</u></b>	2023 Lodging Tax Contracts-Columbia River Poultry Club	
<b><u>ACTION REQUESTED</u></b>	Sign the Contract	

**SUMMARY/BACKGROUND**

The **Columbia River Poultry Club** is a nonprofit club that puts on poultry events and has requested \$4,000 in Lodging Tax money to host two events down on the Skamania County Fairgrounds. It has been approved by the board and a contract has been written.

**FISCAL IMPACT**

\$4,000 in Lodging Tax

**RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

**LIST ATTACHMENTS**

Facesheet  
Contract





**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND THE COLUMBIA RIVER POULTRY CLUB**

**(2023)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **COLUMBIA RIVER POULTRY CLUB** hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

**1. AUTHORITY TO CONTRACT.**

A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.

B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.

C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **ALEX HAYS**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.**

A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.

B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of **two (2)** pages which has been attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **JANUARY 01, 2023** and terminate on **DECEMBER 31, 2023** PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. ~~**PERFORMANCE AND PAYMENT BONDS (If Applicable)**~~

~~Per RCW 39.08.010, the Contractor shall provide a non corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.~~

6. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$4,000**, including Washington sales tax, and shall be paid as outlined below or in Attachment B, consisting of **one (1)** pages.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

~~The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.~~

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington

and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or

in part, and the contractor may be declared ineligible for further contracts with the COUNTY. The COUNTY shall, however, give the CONTRACTOR reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the COUNTY and the CONTRACTOR and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the CONTRACTOR'S name, address, and the COUNTY department the contract is with ; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

The CONTRACTOR shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the CONTRACTOR'S failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the CONTRACTOR shall fail to fulfill in a timely manner any of the covenants of this agreement, the COUNTY shall have the right to terminate this agreement by giving the CONTRACTOR seven (7) day's notice, in writing, of the COUNTY'S intent to terminate and the reasons for said termination. And in the event of any such termination the CONTRACTOR shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the COUNTY may withhold from any amounts due the CONTRACTOR for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the

CONTRACTOR'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

~~16. OWNERSHIP OF WORK PRODUCTS.~~

~~Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.~~

~~17. CRIMINAL HISTORY CHECKS~~

~~The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.~~

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 2023.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

COLUMBIA RIVER POULTRY CLUB

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Barbara Tuss - President

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

**ATTACHMENT "A"**  
**2023 SCOPE OF WORK**  
**COLUMBIA RIVER POULTRY CLUB**

DESCRIPTION OF PROJECT/EVENT

The Columbia River Poultry Club is a non-profit club who has a love for poultry. They put on events showcasing chickens all the while bringing in folks regionally to show and purchase.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

\$1,200 Administration (Rental Space on the fairgrounds)

\$2,300 Operational (Cost of the event)

\$500 Marketing

DELIVERABLES

**Annually:** CONTRACTOR will submit, with initial invoice a copy of their yearly marketing plan and a sampling of marketing material.

**ATTACHMENT "B"**  
**2023 PAYMENTS FOR SERVICES**  
**COLUMBIA RIVER POULTRY CLUB**

To receive payment CONTRACTOR shall:

- Provide a invoice with backup documentation to the COUNTY

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

Schedule of Payments:

Reimbursement will be provided by invoice

Annual Reporting:

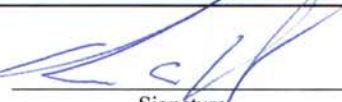
CONTRACTOR shall complete the appropriate event/project report which will be provided to CONTRACTOR by the COUNTY and will include a scheduled due date for return.

The report will be inclusive of, but not limited to the following information:

- Estimates of attendance and/or tourism in the following categories –
  - staying overnight in paid accommodations away from their place of residence or business;
  - staying overnight in unpaid accommodations and traveling more than 50 miles
  - staying for the day only and traveling more than 50 miles
- Project expense detail
- Project summary



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Events	
	Department	Signature
<b><u>AGENDA DATE</u></b>	01/10/23	
<b><u>SUBJECT</u></b>	2023 Lodging Tax Contracts – Dog Mountain Shuttle CAT	
<b><u>ACTION REQUESTED</u></b>	Sign the Contract	

**SUMMARY/BACKGROUND**

The Columbia Area Transit (CAT) is requesting \$10,000 to help pay for services provided in Washington State specifically related to tourism. They have taken over the routes for Senior Services and will be providing a Dog Mountain Shuttle.

**FISCAL IMPACT**

\$10,000 in Lodging Tax

**RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

**LIST ATTACHMENTS**

Facesheet

Contract



**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND COLUMBIA AREA TRANSIT  
(2023)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **COLUMBIA AREA TRANSIT**, hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **ALEX HAYS**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of **two (2)** pages which has been attached hereto, and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **JANUARY 01, 2023** and terminate on **DECEMBER 31, 2023** PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. ~~**PERFORMANCE AND PAYMENT BONDS (If Applicable)**~~

~~Per RCW 39.08.010, the Contractor shall provide a non corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.~~

6. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$10,000**, including Washington sales tax, and shall be paid as outlined below or in Attachment B, consisting of **one (1)** page.

B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

~~The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.~~

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity as against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington

and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

10. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

- (1) Deny an individual any services or other benefits provided under this agreement.
- (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
- (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
- (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or

in part, and the contractor may be declared ineligible for further contracts with the COUNTY. The COUNTY shall, however, give the CONTRACTOR reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the COUNTY and the CONTRACTOR and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the CONTRACTOR'S name, address, and the COUNTY department the contract is with ; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

The CONTRACTOR shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the CONTRACTOR'S failure to so comply.

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the CONTRACTOR shall fail to fulfill in a timely manner any of the covenants of this agreement, the COUNTY shall have the right to terminate this agreement by giving the CONTRACTOR seven (7) day's notice, in writing, of the COUNTY'S intent to terminate and the reasons for said termination. And in the event of any such termination the CONTRACTOR shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the COUNTY may withhold from any amounts due the CONTRACTOR for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the

**CONTRACTOR'S** breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

16. **OWNERSHIP OF WORK PRODUCTS.**

Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the **COUNTY'S** property.

17. **CRIMINAL HISTORY CHECKS**

The **CONTRACTOR** agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of a criminal history check for each individual.

**IN WITNESS WHEREOF**, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CONTRACTOR** has caused the same to be duly executed on its behalf.

**DATED:** \_\_\_\_\_, 2023.

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

**COLUMBIA AREA TRANSIT**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Executive Director**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Commissioner**

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

\_\_\_\_\_  
**Prosecuting Attorney**

\_\_\_\_\_  
**Clerk of the Board**



## ATTACHMENT A

### **SERVICES TO BE RENDERED COLUMBIA AREA TRASIT**

#### DESCRIPTION OF PROJECT/EVENT

Contractor has successfully applied to the Skamania County Lodging Tax Committee (SLTAC) for funding to be paid in 2023.

The contractors project includes provision of seasonal public transportation to tourists and recreational users.

#### ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the project listed herein.

#### DELIVERABLES

Upon conclusion of project, contractor will provide the results of any tourism data collected from rider profiles, including the information gathered from customer surveys that Public Transit provides to users.

**ATTACHMENT B**

**PAYMENTS FOR SERVICES  
SENIOR SERVICES**

To receive payment CONTRACTOR shall:

- Provide an invoice to COUNTY for the amount of \$10,000

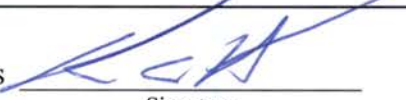
Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

CONTRACTOR shall complete the appropriate event/project report which will be provided to CONTRACTOR by the COUNTY. The report will be inclusive of, but not limited to the following information:

- Estimates of attendance and/or tourism in the following categories –
  - staying overnight in paid accommodations away from their place of residence or business;
  - staying overnight in unpaid accommodations and traveling more than 50 miles
  - staying for the day only and traveling more than 50 miles
- Project expense detail
- Project summary

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Events	
	Department	Signature
<b><u>AGENDA DATE</u></b>	01/10/23	
<b><u>SUBJECT</u></b>	2023 Lodging Tax Contracts – Chamber of Commerce	
<b><u>ACTION REQUESTED</u></b>	Sign the Contract	

**SUMMARY/BACKGROUND**

The Skamania County Chamber of Commerce has requested \$110,000 in Lodging Tax money for marketing, operations and supplies. It amount has been approved by the Lodging Tax Board and the BOCC. The contract is the final stage in the process

**FISCAL IMPACT**

\$110,000 in Lodging Tax

**RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

**LIST ATTACHMENTS**

Facesheet  
Contract

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number: LTAC\_CHAMBER2023

2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment

3. Contractor Information: Contractor: Skamania Co. Chamber of Commerce  
Contact Person: Angie Weiss  
Title: Executive Director  
Address: PO BOX 1037  
Address: Stevenson, WA 98648  
Phone: 509.427.8911  
Email/Web: [www.skamania.org](http://www.skamania.org)

4. Brief description of purpose of the contract and County's contracted duties: Tourism Promotion

5. Term of Contract: From: 01/01/23 To: 12/31/23

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under **RCW 36.32.245** or Skamania County Code \_\_\_\_\_. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. **Visit <http://apps.leg.wa.gov/rcw/default.aspx?cite=36.32.245> for complete text of the RCW**

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
- Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$110,000 Hotel/Motel Fund 1030.000  
8. Amount Not Budgeted in Current Year: \$  
Total Non-County Funds Committed: \$ Source: \_\_\_\_\_  
Total County Funds Committed: \$  
TOTAL FUNDS COMMITTED: \$110,000 1030.000.557.302.410\*

9. County Contact Person: Name: Alex Hays  
Title: Community Events Program Manager  
Submitted for the Ska. Co. LTAC

10. Department Approval:   
Department Head or Elected Official Signature

**SKAMANIA COUNTY - SERVICE CONTRACT  
2023**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SKAMANIA COUNTY CHAMBER OF COMMERCE**, a non-profit corporation, hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **ALEX HAYS**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of **three (3) pages** attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided

that, change orders affecting the total contract price must be signed by the Board of Commissioners for the COUNTY.

4. **TERMS OF CONTRACT**

The contract shall begin on **January 1, 2023**, and terminate on **December 31, 2023**; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met.

5. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the CONTRACTOR shall be in the amount of **\$110,000** and shall be paid in monthly installments upon receipt of an invoice for said contract amount, as outlined in Attachment A, consisting of **one (1)** page, which has been attached hereto and incorporated herein.

B. The CONTRACTOR agrees that funds received from the COUNTY can be expended for only public purposes and the CONTRACTOR will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the COUNTY detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds. If the total amount paid to the CONTRACTOR, as a sub-recipient of federal funds, exceeds \$300,000 in federal funds during a calendar year, the CONTRACTOR shall be required to have an independent audit of the use of the federal funds as required in OMB Circular A-133.

~~6. **INSURANCE**~~

~~The CONTRACTOR agrees to save the COUNTY harmless from any liability that might otherwise attach to the COUNTY arising out of any activities of the CONTRACTOR pursuant to this contract and caused by the CONTRACTOR'S negligence. The CONTRACTOR further agrees to provide the COUNTY with evidence of liability insurance naming the COUNTY, its elected and appointed officials, agents, employees, and volunteers as an additionally insured party in the amount of \$1,000,000.~~

7. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of

the Contractor or its agents' and employees' concurrent negligence.

The Contractor specifically waives its immunity against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

1. Deny an individual any services or other benefits provided under this agreement.
2. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- E. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall, at the option of the **COUNTY**, become the **COUNTY'S** property. The **CONTRACTOR** shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the **CONTRACTOR** is determined to be in default of this contract the **COUNTY** shall be entitled to damages, computed by subtracting from the cost to the County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the **COUNTY** may withhold any payments owed to the



**CONTRACTOR** for the purposes of set off until such time as the exact amount of damages can be computed.

15. **NON-DEFAULTING TERMINATION**

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the **COUNTY** from federal or state agencies and, in the event said grant monies should for any reason not be received by the **COUNTY** or should be terminated by the granting agency, then this contract shall terminate without damages to either party. **PROVIDED THAT** the **CONTRACTOR** shall be entitled to be paid for the work performed to date to the extent the **COUNTY** is entitled to receive reimbursement for any such payment; and, in that regard, the **CONTRACTOR** agrees that it understands the **COUNTY'S** source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party thirty (30) days written notice of said termination.

**IN WITNESS WHEREOF**, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CONTRACTOR** has caused the same to be duly executed on its behalf.

**DATED:** \_\_\_\_\_ **2023.**

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

**SKAMANIA COUNTY  
CHAMBER OF COMMERCE**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Director**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Commissioner**

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

\_\_\_\_\_  
**Prosecuting Attorney**

\_\_\_\_\_  
**Clerk of the Board**

**ATTACHMENT "A"**  
**2023 PAYMENTS FOR SERVICES**  
**SKAMANIA COUNTY CHAMBER OF COMMERCE**

To receive payment CONTRACTOR shall:

- Provide an invoice to COUNTY

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

Schedule of Payments:

- \$9,174 for the month of January 2023
- \$9,166 monthly payments to be made February – December 2023

Annual Reporting:


The Chamber will provide a **quarterly report** on Lodging Tax expenditures.

The Chamber will fill out the end of year reporting to the state.

The report will be inclusive of, but not limited to the following information:

- Estimates of attendance and/or tourism in the following categories –
  - staying overnight in paid accommodations away from their place of residence or business;
  - staying overnight in unpaid accommodations and traveling more than 50 miles
  - staying for the day only and traveling more than 50 miles
- Project expense detail
- Project summary

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC, 01/10/2023	
<b><u>SUBJECT</u></b>	Skamania County Homeless Housing Council Advisory Board	
<b><u>ACTION REQUESTED</u></b>	Approval/Signature	

**SUMMARY/BACKGROUND**

The one (1) attached letter has been submitted by the Homeless Housing Council requesting that Jeremy Crane be appointed to the Board as a Public representative. Serving on the Board for a (2) two-year term as set forth in Resolution 2007-13.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

Agenda Commentary  
Letter of Request for appointment from:

Jeremy Crane

Date: 12/27/22

Board of Commissioners  
PO Box 790  
Stevenson, WA 98648

Dear Commissioners:

I would like to serve on the Skamania County Homeless Housing Council because:

To help ~~out~~ with the Homeless and give back  
to the County, for the help they have helped  
me out with in my time of Need.

For this reason, I request that my term be extended for another (2) two years.

For this reason, I would like to be appointed to serve on the Homeless Housing Council.

While serving in this position, I am representing Skamania County  
(Mental Health, Substance Abuse, Government Agency, etc), which enables me to contribute to  
crucial discussions regarding how housing issues are addressed in Skamania County. I feel that  
my opinions are/will be considered and that the time I spend with the board is valued.

Thank you for the opportunity to make a difference. Please consider my membership with the  
Skamania County Homeless Housing Council.

Sincerely,

Name: Jeremy Crane

Address: Wgap Shelter  
Stevenson, WA

Phone: (808) 462-7509

Email: JeremyCrane68@gmail.com

Dated this \_\_\_\_ day of \_\_\_\_\_ 2023.

ATTEST:

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
T.W. Lannen, Chairman


\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

\_\_\_\_\_  
Asa Leckie, Commissioner

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

## COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	County Clerk Department	 Signature
<b><u>AGENDA DATE</u></b>	January 10, 2023	
<b><u>SUBJECT</u></b>	Fill vacant position of Deputy Clerk Criminal	
<b><u>ACTION REQUESTED</u></b>	Authorize filling vacant position.	

### **SUMMARY/BACKGROUND**

At the end of 2022 the Board of County Commissioners elected to suspend hiring of any vacant positions while balancing the budget at years end. The County Clerk was not able to fill a vacant position and was advised to bring this back to the board for reconsideration at the beginning of the new year.

It is vital that this office at a minimum operate will four full staff members to meet ongoing legislative mandates. I would request the Board authorize the hiring of an additional staff member to assist in the efficient operation of the Clerk's duties under the law.

Additionally, this office is required to serve two positions, County clerk's office and courtroom clerk reducing our ability to serve the public without adequate staffing.

### **FISCAL IMPACT**

Impact would be similar in prior years. This request mirrors the staffing levels in similar size offices and will continue to affect current expense.

We request that the removal of the expenditure taken from the Clerk's budget be added as a supplemental as previously budgeted.

### **RECOMMENDATION**

Authorize hiring of the vacant position.

### LIST ATTACHMENTS

Payroll template with Criminal Clerk costs added.

Criminal Deputy Job Description

0010.130 - COUNTY CLERK		SALARY AND BENEFITS CALCULATIONS FOR 2023 BUDGET															
Position	Range/Step	Yearly Salary (100)	Overtime (105)	Longevity (100)	DRS Rate	Retirement (205)	**Health Benefits (210)	Fica Rate	Fica Total	PFML %	PFML Total	Medi Rate	Medi Total	Labor & Industry	* L&I Total (2080+OT)	Payroll Taxes (215)	Total
County Clerk	62E	\$82,284			10.39%	\$8,549	\$19,110	6.20%	\$5,102	0.20%	\$165	1.45%	\$1,193	0.1229	\$257	\$6,716	\$116,659
Chief Deputy	23E	\$68,382	\$493	\$650	10.39%	\$7,224	\$19,110	6.20%	\$4,311	0.20%	\$139	1.45%	\$1,008	0.1229	\$257	\$5,715	\$101,573
Criminal Deputy (Vacant)	19B	\$50,303	\$363		10.39%	\$5,264	\$19,110	6.20%	\$3,141	0.20%	\$101	1.45%	\$735	0.1229	\$257	\$4,234	\$79,274
Civil Deputy	17 B/C	\$47,697	\$348		10.39%	\$4,992	\$19,110	6.20%	\$2,979	0.20%	\$96	1.45%	\$697	0.1229	\$257	\$4,028	\$76,175
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
						\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0		\$0	\$0	\$0
<b>Total</b>		<b>\$248,666</b>	<b>\$1,204</b>	<b>\$650</b>		<b>\$26,029</b>	<b>\$76,440</b>		<b>\$15,532</b>		<b>\$501</b>		<b>\$3,633</b>		<b>\$1,027</b>	<b>\$20,693</b>	<b>\$373,682</b>

Vac/Ret Cashout	\$2,630					\$0		6.20%	\$163	0.20%	\$5	1.45%	\$38			\$206	\$2,837
Boot Allow	\$0					\$0		6.20%	\$0	0.20%	\$0	1.45%	\$0			\$0	\$0
<b>TOTAL</b>	<b>\$251,296</b>	<b>\$1,204</b>	<b>\$650</b>			<b>\$26,029</b>	<b>\$76,440.00</b>		<b>\$15,695</b>		<b>\$506</b>		<b>\$3,671</b>		<b>\$1,027</b>	<b>\$20,900</b>	<b>\$376,519</b>

VACATION/RETIREMENT CASH OUT (100)	
Chief Deputy	\$2,630
	\$0
	\$0
	\$0
	\$0
	\$0
<b>Total</b>	<b>\$2,630</b>

NOTES:

Note: L&I totals do not include OT hours. If you anticipate an employee having OT hours, you need to adjust the formula.

2022 Tot Pay Budget	2023 Tot Pay Budg Rqst
\$351,581	\$376,519
Difference	\$24,938
*** Payroll Budget only***	

**SKAMANIA COUNTY  
JOB DESCRIPTION**

<b>TITLE:</b>	<b>DEPUTY CLERK CRIMINAL COURT CLERK II</b>	<b>FLSA STATUS: Non-Exempt Approved: 1-98 Reclassified: 12/00, 1/06, Revised: 1/08, 1/10, 3/22, 1/22 Range: 19</b>
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**SUMMARY:**

Under the direction of the County Clerk and serving as courtroom clerk, this position is responsible for performing a variety of complex and specialized support or Court records, case flow management and data entry of the court's judgments, orders, and decrees. A thorough understanding of department functions and policies is required. The types of cases that are filed in the Clerk's office are felony criminal, civil, domestic/family law, probates, guardianship, adoption/paternity, civil involuntary commitments, juvenile offender and Juvenile dependency.

**ESSENTIAL FUNCTIONS:**

Serves as liaison between litigants and judicial officers, court administration, criminal justice partners, legal community, pro se litigants, state agencies, law enforcement, elected officials, department heads.

Maintain technology updates, communicate problems, and implement evolving infrastructure enhancements. Works with the Administrative office of the Courts on education, forms release and SC-CMS enhancements. Submits Service tickets to resolve technical issues for statewide case management system.

Assist in the Management of the Jury System, prepares the panel for litigants and judicial officers at time of trial. Monitors jury sign in and billing for jury services.

Accurately responds to request for bail return. Assists with Child Support Grant. Develops queries of databases to meet reporting requirements of different agencies and to monitor office functions. Assists in training of new employees due to office size and unavailability of other clerks serving in the courtroom.

Receives and processes all legal documents presented in a Superior Court cause of action. Classifies records, assigns case numbers, computerizes dockets and manuals or electronic filings of hard copy records. Responsible for maintenance of records, retains and purges in accordance with statutory time constraints and required archival standards.

Collects statutory fees, fines, trust support funds; maintains a trust account for monies received, monitors the clerk of court ordered disbursement of monies, bail return or trust funds for criminal, civil or to the Washington State Child Support Registry.



Directs the resolution of inquiries and problems. Responds to incoming calls; answers questions pertaining to individual cases or citations. Responds to the most sensitive or difficult inquiries, gives general information. Screens documents in accordance with established protocols and procedure.

Provides customer service, in person, by phone or by electronic means, to a wide variety of individuals, who may be professionals or public. Tact and discretion are required when dealing with difficult personalities, awkward situations or when confidential records are in question.

Maintains permanent record, utilizing current document management technology, of each document filed in the Clerk's Office And uploads to the Digital Archives for record preservation.

Identifies cases where Clerk/County is judgment creditor and sends collection notices.

Reviews, prepares and coordinates complex calendars for criminal, civil, domestic, probate, guardianship, adoption, paternity, dependency, juvenile offender and mental illness cases before the court, whether represented by counsel or pro se.

Opens and maintains judgment record processes judgment execution as prescribed by law, including writs and orders of sale. File's satisfactions of judgments for criminal and accepts satisfactions filed by the judgment creditor in civil cases.

Creates and maintains accounts receivable, utilizing current accounting technology and standards developed by State Auditor's Office and Administrative Office of the Courts.

Performs a significant amount of data entry and tracking from various sources requiring accuracy, consistency, good judgment, and attention to detail. Updates and maintains computer files including Statewide data bases, audit reports, image files and other programs with current data. Reviews records management procedures, makes recommendations, and implements improvements.

Accurately enters court rulings and sanctions on statewide drivers' license records, including time-sensitive issuance and clearance of warrants.

Distributes court orders to outside state agencies by mail, fax or electronic means, pursuant to statutes and court rules or court order.

Assists the public with the filing of various court documents. Schedules hearing dates and provides notification for service as directed by court order.

Accurately enters court rulings and sanctions on statewide drivers' license records, including time-sensitive issuance and clearance of warrants.

As an agent of the federal government, reviews and executes passport applications.

### **COURTROOM CLERK**

Opens court room and provides direct assistance to the Superior Court Judge while serving as courtroom clerk. Attends all hearings, administers oaths and receives the verdict of a jury in any action or proceeding in the presence and under the direction of the court.

Serves as courtroom clerk for criminal and juvenile offender motions and trials, and backup Clerk for all other case types. Accurately writes and preserves minutes of courtroom proceedings synthesizing counsel's oral motions, arguments, rebuttals and court's oral rulings in all judicial proceedings, utilizing current courtroom technology to produce minutes and maintain the record.

Provides technical operation of Superior Court recording equipment. Requires the ability to perform with independent judgment and limited supervision.

Marks exhibits for trial using current safety protocol practices and procedures.

### **PERIPHERAL FUNCTIONS:**

Serves as backup for Chief Deputy Clerk, and Civil Deputy for all hearings and trials. Attend court hearings unexpectedly during active court sessions working around the schedule of the Court.

Serves as custodian of digital record of proceedings. Operates and maintains the Courts equipment. Operates and troubleshoots courtroom system. Schedules maintenance, upgrade or use of polycom, video hearing and technology equipment.

Manages the jury, assists with response, scheduling and jury check-in during trial. Assists in operating the courtroom recording system. Receipts payments for facilitator appointments, purchase of pre-made packets, CD's and files notices and orders of the Court.

Crossed trained to perform or assist in performing any and all of the duties and responsibilities of other divisions within the department.

Scans and docket historic records for permanent preservations.

Receipt fines, restitution and statutory fees, and assists in the closing of the daily accounting and nightly deposit to the bank, utilizes current accounting systems and standards developed by the State Auditor's Office and Administrative Office of the Courts.

Observes strict confidential, security of personal identifying information and monitors traceable mailing and delivery. Submits to onsite inspections and provides proof of certification to the US. Department of State upon demand.

Opens, distributes and processes mail.

Prepares courtroom for trials and hearings.

Assists with juror responses and functions.

Prepares billings of compensation for and attendance of jurors for accurate compensation.

Assists with collection of legal financial obligations.

Performs other duties as assigned.

Collects and delivers mail to appropriate departments.

**KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of customer service communication.

Knowledge of records and document management systems.

Knowledge of financial collections.

Knowledge of the legal system and courtroom proceedings.

Knowledge of legal documents and terminology.

Ability to provide professional, courteous, respectful and efficient customer service and maintain effective communication with the general public, clients, staff members, volunteers, and other departments and agencies under varying circumstances; and to calmly handle routine or emergency situations sometimes with diverse and or irate individuals.

Ability to work with criminal defendants and juvenile offenders in a firm, yet professional manner.

Ability to operate technical office equipment, including numerous computer systems, and to implement new systems as required.

Ability to interpret intent of and process complex judgments, orders, verdicts, bench warrants, decrees, foreclosures and other documents as they are received for processing.

Ability to maintain professional demeanor and appearance under stressful circumstances.

Ability to work with the public in a consistent, courteous and competent manner.

Ability to exercise independent judgment to achieve the most effective performance of all job assignments.

Ability to observe strict confidentiality.

Ability to hear disturbing, or shocking testimony by victims or witnesses in criminal trials or personal, sensitive, or emotional statements by parties involved in the court system and maintain a professional composure while attending and recording case events.

Ability to produce accurate and detailed work and data entry with constant interruptions.

### **LICENSES/CERTIFICATES**

Must be 18 years of age or older and evidence of U.S. citizenship must be verified.

Successfully complete a U.S. Department of state official individual training transcript or training certifications.

Complete Passport Application Acceptance Agent Course.

Obtain certification and maintain recertification of comprehensive mandatory Passport Application Acceptance Agent annually.

Successfully pass background check and/or screening is required.

Obtain Washington State Patrol access to WATCH CJ for fingerprint search or name/date of birth searches and history record data compliance reporting.

Obtain access to DIAS systems or DOL reporting requirements.

### **EDUCATION AND EXPERIENCE:**

Three years of experience in a legal field with additional experience in collections, public service and/or records management, or an equivalent combination of education and experience which provides the knowledge, skills and abilities to perform the essential functions of the position.

### **WORKING CONDITIONS:**

Work is performed approximately 70% in an office environment and 30% in courtroom. Work may be performed in volatile environments. Stress associated with competing priorities and strict timelines is a job element, which must be successfully managed..

Sitting very still for extended periods of time may be required with extensive computer usage.

Work may require evenings and through lunch hour during active criminal and civil jury trials.

Work may require travel to trainings out of County.

A confidentiality agreement is required.

**PHYSICAL REQUIREMENTS:**

The duties of the above position require sitting, walking, stooping, bending, reaching, twisting, climbing stepladders and the ability to lift up to 35 pounds. Requires finger dexterity, sense of touch, gripping with fingers and hands; ability to see, hear voice conversation, and to speak.

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**The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge and skills typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.**

**It is the policy of Skamania County to not discriminate against any person with regard to race, color, national origin, sex, age, religion, physical/mental disability, creed, marital status, pregnancy and maternity, sexual orientation, gender identity, veteran status, guide dog or service animal, and genetic information or any other protected status under federal or state statute.**

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
T.W. Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

\_\_\_\_\_  
Asa Leckie, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
T.W. Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

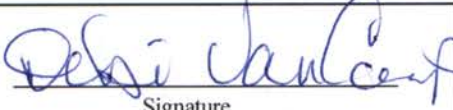
\_\_\_\_\_  
Asa Leckie, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**COMMISSIONER'S MOTION ACTION AGENDA ITEM**

<b><u>SUBMITTED BY</u></b>	<u>Human Resource</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>01/10/2023</u>	
<b><u>SUBJECT</u></b>	<u>New Job Description Public Works Administrative Office Lead</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve new Job Description and set salary range</u>	

**SUMMARY/BACKGROUND**

The public works department is creating a new job description to have a lead in the office that has the knowledge to assist other employees and give guidance to work flow in the office. This position is expected to be filled in department and replace a current position that will not be refilled.

**FISCAL IMPACT**

The difference in fiscal impact is approximately \$10,000 per year No supplemental is needed to cover this. Current budget has the funds to cover the increase.

**RECOMMENDATION**

Approve the Public Works Administrative Office Lead new job description and set the pay range at 21 on the public works salary schedule This new position is not currently covered by the union.

**LIST ATTACHMENTS**

Public Works Administrative Office Lead Job Description.

TM  
A.L.



Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
T.W. Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

\_\_\_\_\_  
Asa Leckie, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

# SKAMANIA COUNTY

## JOB DESCRIPTION

**TITLE: ADMINISTRATIVE OFFICE LEAD  
PUBLIC WORKS DEPARTMENT**

**FLSA STATUS: Non-Exempt  
Approved: 4/20/21  
Revised: 1/17/22  
Range: 21**

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### **SUMMARY**

Under the direction of the Public Works Director, this position is responsible for performing a variety of complex and technical office duties related to the efficient operation of the Department. The job requires multi-tasking various duties, often of a confidential nature, including, but not limited to, receptionist, secretarial, clerical, accounts payable, department revenues and budgets tasks. Requires the ability to perform with independent judgment and limited supervision. A thorough understanding of department functions and policies is required within 6 months of hire, including an ability to work well and communicate with the public and other county employees and officials.

### **ESSENTIAL FUNCTIONS**

Research and compile information and correspondence for the Public Works Director, often of a confidential nature.

Monitors the departmental budget throughout the year, identifies areas of deficiency and prepares draft supplemental budgets as required. Assists with preparation of annual budget and payroll charts including payroll notices and payroll change notices.

Assists in tracking and maintaining multiple complex contracts and grants.

Monitors grant revenues; monies received and dispersed; monitors preparation of detailed weekly and monthly financial reports in conjunction with compliance dates and schedules.

Performs financial analysis of the department's programs and develops systems to track costs as needed. Monitors the tracking of state and federal revenues and development of standardized reporting systems used by staff and/or contractors. Monitors programs and reports for accuracy and compliance with county, state, and federal laws and regulations, as well as contractual requirements.

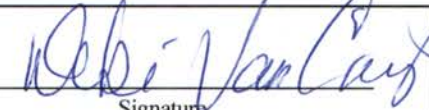
Maintains excellent public relations through communications with public, other departments and/or agencies.

Maintains vehicle, equipment and radio files including purchasing and surplus.

Provides accurate and courteous assistance to the public.

Performs records management duties such as develops and maintains departmental filing systems and general filing. Assists with assignments to clerical and accounting staff for consistent workflow.

**COMMISSIONER'S MOTION ACTION AGENDA ITEM**

<b><u>SUBMITTED BY</u></b>	<u>Human Resource</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>01/10/2023</u>	
<b><u>SUBJECT</u></b>	<u>Community Development Oversight change</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Oversite of Community Development to Public Works Director</u>	

**SUMMARY/BACKGROUND**

The Board of Commissioners has hired a new Public Works Director as of January 1, 2023 and desires to return the oversight of the Community Development Department back to the Public Works department due to the resignation of the Community Development Director Alan Peters.

**FISCAL IMPACT**

Savings to Community Development Department with no salary or benefits for Community Development Director full time position charges.



**RECOMMENDATION**

Approve returning oversight of Community Development Department to the Public Works Director

**LIST ATTACHMENTS**

None

Approved for Agenda or Consent Agenda

T.W. Lannen   
Richard Mahar  
Asa Leckie 

Dated this \_\_\_ day of \_\_\_\_\_, 2023

**ATTEST:**

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Tom Lannen, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

\_\_\_\_\_  
Asa Leckie, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

Aye \_\_\_\_  
Nay \_\_\_\_  
Abstain \_\_\_\_  
Absent \_\_\_\_